Pursuant to a proclamation issued by Governor Kay Ivey on March 18, 2020, elected officials are allowed to meet remotely by means of Internet or telephone conference and the public was invited to listen to, observe, or participate in the meeting by such means.

The City Council of the City of Mountain Brook, Alabama met informally by way of Internet conference on the 13th day of April, 2020. The Council President called the pre-meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President
William S. Pritchard III, Council President Pro Tempore
Philip E. Black
Lloyd C. Shelton
Alice B. Womack
Stewart Welch III, Mayor

Absent: None

Also present were City Attorney Whit Colvin, City Manager Sam Gaston, and City Clerk Steven Boone.

1. AGENDA

1. Engagement of bond counsel for anticipated debt issuance—Steven Boone (Resolution No. 2020-050 was added to the formal meeting agenda.)

2. Revision of the City's OPEB Trust investment policy and selection of investment advisor—Steven, Boone (Resolution No. 2020-051 was added to the formal meeting agenda. The investment policy statement will be presented to the City Council for consideration on April 27, 2020.)

3. Citations for violations of COVID19 Social Distancing directives—Chief Cook, Appendix I (Each elected official expressed their support for the Police Department to begin issuing misdemeanor citations to persons violating the distance orders.)

4. Additional retaining walls at the Athletic Complex—Shanda Williams, Appendix 2 (Ms. Williams will proceed with the invitation to bid and it is contemplated that the bid award shall be formally considered by the City Council on April 27, 2020.)

5. Conditional Use for MPower Fitness, 2419 Canterbury Road—Dana Hazen. The members of the City Council expressed concern about the requested 11 a.m. and noon class request due to lunchtime parking demand and suggested a compromise of 10:30 a.m. and 1:30 p.m. with no music. The compromise was acceptable to the applicant, Ms. Emma Suttles, as well as Cathy and Carolyn Kelley, owners of The White Room. The Kelley's requested that MPower patrons park on Heathmoor Road to which Ms. Suttles stated she will ask her clients to do so. Resolution No. 2020-046 was added to the formal meeting agenda.)

6. Review of the other matters to be considered at the formal (7 p.m.) meeting. The proposed professional services agreement presented by Edmonds Engineers, Inc. to study Fire Station Nos.
2 and 3 (Appendix 3) was tabled. Council member Black questioned the need for these facility assessments as these facilities are likely obsolete and to be reconstructed within the next few years. Council member Black, City Manager and Fire Chief were asked to meet with Edmonds Engineering, Inc. representatives for further study and evaluation. All other matters were determined to be considered at one time on the consent agenda.

2. **ADJOURNMENT**

There being no further matters for discussion, Council President Smith adjourned the pre-meeting at approximately 6:55 p.m.

3. **CERTIFICATION**

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct synopsis of the discussion from the work session of the City Council of the City of Mountain Brook, Alabama held by way of Internet teleconference on April 13, 2020, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that no formal action or votes were conducted at said work session.

[Signature]

City Clerk
Approved by City Council April 27, 2020
distance between persons, are prohibited. Employers shall take all reasonable steps to meet these standards for employers and customers.

2. Effective March 21, 2020 at 5:00 P.M., the following "non-essential" businesses, venues, and activities shall be closed to non-employees or not take place:
   a. Entertainment venues as follows:
      (1) Night clubs
      (2) Bowling alleys
      (3) Arcades
      (4) Concert venues
      (5) Theaters, auditoriums, and performing arts centers
      (6) Tourist attractions (including museums and planetariums)
      (7) Water parks
      (8) Indoor children’s play areas
      (9) Adult entertainment venues
      (10) Casinos
      (11) Bingo halls
   b. Athletic facilities and activities as follows:
      (1) Fitness centers and commercial gyms
      (2) Spas and public or commercial swimming pools
      (3) Yoga, barre, and spin facilities
      (4) Spectator sports
      (5) Sports that involve interaction with another person of closer than 6 feet
      (6) Activities that require use of shared sporting apparatus and equipment
      (7) Activities on commercial or public playground equipment
   c. Close-contact service providers as follows:
      (1) Barber shops
      (2) Hair salons
      (3) Waxing salons
      (4) Threading salons
      (5) Nail salons and spa
      (6) Body-art facilities and tattoo services
      (7) Massage studios
      (8) Massage-therapy establishments and massage therapists
   d. Retail stores as follows:
      (1) Furniture and home-furnishings stores and galleries
      (2) Clothing, shoe, and clothing-accessory stores
      (3) Jewelry, luggage, and leather goods stores
      (4) Department stores
      (5) Sporting goods stores
      (6) Book, craft, and music stores

3. Effective March 15, 2020, at 5:00 P.M., all beaches shall be closed. For purposes of this section, the term "beach" means any shoreline area subject to the Gulf of Mexico, whether public or private, including but not limited to: public access points.

4. Effective Friday, March 20, 2020, all regular programs at Senior Citizens Centers shall be closed except that those Senior Citizens Centers and their partners are urged to ensure that their clients continue to receive meals via curbside pick-up or delivery.

5. Effective today, the following shall be closed:
   a. In-person instruction or classes at all schools, public and private, including but not limited to: elementary, secondary, postsecondary, technical, or specialty schools, and colleges and universities.

   (1) This order is not intended to prevent any employers from making continued necessary training activities. Employers are authorized to hire employees to work from home or minimize flexible work schedules. If working from home is not feasible, the employer should practice social distancing (by maintaining consistent six-foot distance between persons) and follow public health guidelines.

   (2) This order shall not apply to daytime special activities programs provided by local boards of education for children, ages 6 through 12 as of March 13, 2020, of First Responders (including EMS and Fire Services) and Licensed Healthcare Providers, and their essential employees, and essential employees of the following categories of employers: State and Local Governments, Law Enforcement, Hospitals, Nursing Homes/Long Term Care Facilities (including Assisted Living and Specialty Care Assisted Living Facilities), End Stage Renal Disease Treatment Centers, Pharmacies, and Grocery Stores. In these special activities programs, 12 or more children shall not be allowed in any one room at the same time, and operators of these programs are encouraged to use enhanced sanitation practices consistent with guidance from the Centers for Disease Control and Prevention and the Alabama Department of Public Health.

6. Effective immediately, all Hospitals and Nursing Home/Long Term Care Facilities (including Assisted Living and Specialty Care Assisted Living Facilities) shall prohibit visitors of all visitors, as defined by the facility, and non-essential health care personnel, except for certain compassionate care situations such as maternity and end-of-life.

7. Effective March 23, 2020 at 5:00 P.M., all dental, medical, or surgical procedures shall be postponed until further notice, subject to the following exceptions:
   a. Dental, medical, or surgical procedures necessary to treat an emergency medical condition for persons with a non-communicable medical condition manifesting itself as acute symptoms of sufficient severity (including severe pain, psychiatric distress, and/or symptoms of alimentation above) such that the absence of immediate medical attention could reasonably be expected by a person’s medical provider to result in placing the health of the person in serious jeopardy or causing serious impairment to bodily function or serious, temporary dysfunction of bodily organs.
   b. Dental, medical, or surgical procedures necessary to avoid serious harm from an underlying condition or disease, or necessary as part of a patient’s ongoing and active treatment.

8. Effective March 20, 2020, at 5:00 P.M., all restaurants, bars, breweries, or similar establishments shall not permit on-premises consumption of food or drink.
   a. Such establishments may continue to offer food for take-out or delivery programs.
   b. Such establishments are strongly encouraged to offer online ordering and curbside pick-up of food.
   c. Hospital food service areas are excluded from this order provided they have their own social distancing plan.

9. If an event or series of otherwise suspended events occur, they may submit a request for an exemption from this order. While the State Health Officer is under no obligation to grant such an exemption, it shall be fairly considered based on the following criteria:
   a. Effective measures have been taken to identify those attending the event who may potentially be affected with COVID-19, including but not limited to personal testing for the disease or submission of current medical clearances to the organizer.
   b. Effective measures have been taken to prevent the spread of infection by those who are infected but not symptomatic, including the provision of anti-infection measures such as proper face masks, personal sanitation measures, and other measures that may be considered prudent.

The State Health Officer’s discretion under this section includes the discretion to refer exemption requests from Jefferson and Mobile Counties to the respective County Health Officer for those counties for evaluation as described above.

10. This Order shall remain in full force and effect until 5:00 P.M. on April 17, 2020. Prior to 5:00 P.M. on April 17, 2020, a determination shall be made whether to extend this Order or, if circumstances permit, to relax this Order.

Done this 20th day of March, 2020.

Scott Harris, M.D., M.P.H.
State Health Officer

[Signature]

APPENDIX I

4.

11. This Order supersedes and supersedes all previously issued by the State Health Officer and Jefferson and Mobile County Health Officers concerning COVID-19 mitigation measures. After the date the amended order is issued, the Jefferson and Mobile County Health Officers are authorized, after approval by the State Health Officer, to implement more stringent local orders.

Done this 20th day of March, 2020.

Scott Harris, M.D., M.P.H.
State Health Officer

[Signature]

April 13, 2020
MINUTE BOOK 91

Date: April 8, 2020
To: Council Members
From: Shundra Williams, Parks and Recreation

Subject: Proposed retaining wall at the Athletic Complex

The City has an existing contract with Morris Shee Bridge Company to build two retaining walls and an access road behind Fields 3 & 4 at the Athletic Complex. This contract is for $50,000. The larger wall behind Field 3 is complete (picture below).

Dick Shee, Chuck Kelly (the architect helping us on this project), and I feel that another retaining wall is needed behind Field 4. This wall will help with the drainage coming off the field, male maintenance much easier and will look better than the rocky slope we have now (picture below). This wall will eliminate the need for the smaller retaining wall that was to be placed between Fields 3 & 4 to house the playground. The smaller wall is a very small portion of the original contract so the elimination of it does not equal the cost of the proposed wall. The new wall will allow the playground to sit flush on the ground without its need to be elevated as before. This will allow it to be more easily accessible and look better too.

A sketch of the area showing all the walls discussed is on the next page.

Mr. Shee has proposed that if the city purchases the block, he will install it for an additional cost to the original contract. The cost of the block is estimated to be between $13,000-$17,000. Even though we do not have money budgeted for this specific project, we have $40,000 budgeted for another project by Field 1 that will not be completed. The Park Board is in favor of building this wall and using the money from the cancelled project.

If you approve, I will send out a bid request for the purchase and delivery of the specified block.

Built wall behind Field 3
Slope behind Field 4 for proposed wall

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APRIL 6, 2020
INVITATION TO BID
PURCHASE AND DELIVERY OF RETAINING WALL BLOCK
CITY OF MOUNTAIN BROOK, ALABAMA
(BID REFERENCE: B20200406-415)

Bid Submission Deadline/Opening: April 22, 2020 - 2:00PM
Address for Bid Submission/Opening: Office of City Manager, City of Mountain Brook 56 Church Street Mountain Brook, AL 35213-3704
ATTN: City Manager

The City of Mountain Brook, Alabama ("City") invites interested vendors to submit sealed bids to the City for the purchase and delivery of certain retaining wall blocks ("Blocks"). Bids will be received at the above noted address until the above date and time for opening, at which time same shall be publicly opened and read as soon as possible thereafter. Because of COVID-19 guidelines, if we receive more than 10 interested bidders, an alternate virtual meeting for the bid opening may be scheduled.

Parties interested in receiving the Specifications for the Blocks, Instructions to Bidders and other information concerning this Invitation to Bid should contact Shundra Williams at 205-403-2879 or at williams@mountainbrook.org. Questions about the Specifications should be directed in writing to Mrs. Williams.

To be considered by the City, a bid must comply with (a) the requirements in the Instructions to Bidders that are set forth in the Bid Documents; and (b) Alabama law, including, but not limited to, Ala. Code (1975) §§ 41-16-30 et seq. and §§ 31-13-1 et seq. (including, if applicable, documentation of enrollment in the E-Verify program pursuant to §§31-13-9)

All bidders must use complete and submit their bid on the Bid Response Form provided in the bid documents, and provide other information requested in that package. Bids completed in pencil will not be accepted.

The City reserves the right to accept or reject any or all bids and to waive formalities in the bidding process.

Sam S. Gorton, City Manager and Purchasing Agent

---

BED DOCUMENTS
PURCHASE AND DELIVERY OF RETAINING WALL BLOCKS

The City of Mountain Brook, Alabama ("City") intends to issue a purchase order to the successful vendor for it to supply and deliver to the City certain retaining wall blocks ("Blocks"). The Specifications for these blocks and other requirements for this award are stated below.

SECTION I SPECIFICATIONS

A. Blocks

See attached Exhibit A.

B. Other Specifications

1. Vendor shall arrange delivery of the Blocks to the following address within ten (10) days following the award:

Mountain Brook Parks & Recreation
3991 Belgrade Drive
Mountain Brook, Alabama 35223.

2. Vendor shall pay all expense of delivery to the above specified address.

3. A representative of the City’s Park & Recreation Department will inspect the Blocks upon delivery and advise whether same is accepted.

4. Manufacturer’s Warranty. The Blocks must be new and be warranted by the manufacturer from defects in materials and functionality.

7. Exceptions. The Block shall comply with all Specifications herein unless the vendor submits exceptions to these Specifications that are accepted by the City. Any such exceptions or deviations shall be listed and detailed in writing by the bidder on a separate page that is attached as Exhibit A to the bidder’s Bid Response Form. The City reserves the right to accept or reject any such exception or deviation, and that determination may be grounds for rejecting and disqualifying the bid.

8. Each vendor is responsible for all costs related to the consideration of the Invitation to Bid, or the preparation or submission of its Bid Response.

9. No Collusion. Each vendor signifies that all the matters set forth on the Bidder Warranty and Affidavit that is annexed to the Bidder Response Form are true and correct.

10. Immigration Law Compliance. In receiving the award, the successful vendor agrees, acknowledges and covenants as follows:

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April 13, 2020
MINUTE BOOK 91

Section II. Instructions

1. Bids should be placed in a sealed envelope that is addressed to City of Mountain Brook, Alabama, Attention: City Manager, City Hall, 66 Church Street, Mountain Brook, AL 35213-3706, delivered, and actually received by the City on or before the following time and date:
April 22, 2020 at 2:00 p.m.

2. The following information should be clearly shown on the exterior of the sealed bid:
(a) "SEALED BID—PURCHASE AND DELIVERY OF RETAINING WALL BLOCK" and indicate the date of Bid Opening.
(b) Date and Time of Bid Opening; and (c) Name of Bidder.

3. The bidder shall be responsible for taking whatever measures are necessary to ensure that its bid is actually received by the City at the designated address on or before the specified local time and date specified. The City shall not be responsible for any proposal delived in the post or other delivery service, or in the City's internal mail system, nor any late proposal, amendment thereof, or request for withdrawal of proposal received after the date specified. Proposals received after the specified time and date will not be accepted and will not be considered for award.

4. Each bidder shall submit two (2) copies of its proposal.

5. Bids must be executed on the Bid Response Form that is provided herein (see Exhibit B). Each bidder shall fully complete all sections of Exhibit B and sign it in the appropriate places therein in the presence of a notary.

6. Bids that are completed in pencil or faxed to the City will not be accepted.

7. The City reserves the right to accept or reject any or all bids and to waive informalities in submitted bids.

8. All questions and requests for clarification concerning the Specifications or this bid must be entailed in writing by April 16, 2020 at 5 p.m. to the following City representative:

Shonda Williams,
Director – Parks & Recreation Dept.
City of Mountain Brook
shonda@mountainbrook.org
(205) 800-6099

The City will respond to any such questions by 2:00 p.m. on April 17, 2020. No oral answers or interpretations to such inquiries will be provided. The City’s response to all questions will be e-mailed to all interested vendors so that at time of receipt of these materials. All addenda issued shall become part of the contract documents for this Bid.

9. No Bonding Requirements. No bidder is required to post a bid bond (or other similar form of bond security) or any other type of bond in connection with this bid.

10. The City intends to notify the successful bidder of the award of the contemplated contract within five (5) days after the bid opening.

11. In determining the successful bidder, the City reserves the right to:

(a) reject the proposal of any bidder who has previously failed to faithfully or timely perform contracts of a similar nature;

(b) reject the proposal of any bidder that, based on the City’s investigation, is not in a position or does not have the resources to satisfactorily and timely perform the contract;

(c) reject the proposal of any bidder who is in arrears or is in default to the City upon any debt or prior contract;

(d) reject the proposal of any bidder who has failed to faithfully perform work or services on any previous contract or project for the City;

(e) request that a bidder present additional evidence that it has the ability and possesses the necessary resources to comply with the Specifications and require that such evidence be presented within a specified time and at the reasonable satisfaction of the City; and

(f) disqualify a bidder’s response because it is not complete or the bidder failed to provide requested information.

12. Formation of Contract. After the City makes its award to the successful bidder, a contract between the parties shall be deemed to have been formed without further action by either party upon the City’s issuance of a purchase order. Unless otherwise agreed, the issuance of a purchase order shall signify the agreement of the successful contractor to perform its obligations pursuant to the Specifications (and provisions in other bid documents) and be compensated therefore for the amount(s) stated in its Bid Response Form.

EXHIBIT A—REQUIREMENTS OF RETAINING WALL BLOCK

Blocks must be the Stone Strong Systems blocks or approved equivalent.

<table>
<thead>
<tr>
<th>QTY</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>53</td>
<td>Regular 24 SF Block</td>
</tr>
<tr>
<td>28</td>
<td>24 SF Top Block</td>
</tr>
<tr>
<td>6</td>
<td>3 SF Top Block</td>
</tr>
<tr>
<td>8</td>
<td>6 SF Top Block</td>
</tr>
<tr>
<td>10</td>
<td>End Unit</td>
</tr>
</tbody>
</table>

The blocks should be gray in color and pattern is chiseled granite.

Block Specifications are on the following page.
MINUTE BOOK 91

EXHIBIT B - BID RESPONSE FORM

Below is the first bid of the undersigned for the PURCHASE AND DELIVERY OF RETAINING WALL BLOCK that is submitted in response to the City's Invitation to Bid dated April 3, 2020. The City may use the address and contact information below for its communications with the undersigned bidder. The undersigned has read and understands the Specifications and other conditions for the award, and, except as may be noted below, submits this bid and agrees to perform its obligations in compliance with these Specifications and other requirements in the bid documents.

Base Bid: Supply and Delivery of Block

<table>
<thead>
<tr>
<th>Name of Firm or Company Submitting Bid</th>
<th>Date of Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Street Address</th>
<th>Tax Id # of Bidder</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
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<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Web Site of Bidder</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Printed Name of Bidder Representative</th>
<th>Cell Ph. # of Bidder Rep</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Signature(s) of Bidder Representative</th>
<th>Office Ph. # of Bidder Rep</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

This Bid Response must be submitted

1. This Bid Response must be returned with a Money Order or Check for $ ________ made payable to the City of Mountain Brook. The City will not be responsible for any written bid that is not received by the deadline.

NOTE

- Insurance: The undersigned agrees to maintain sufficient insurance to cover the full cost of the work to be performed.

2. The undersigned agrees to the Specifications on a separate sheet and attach that sheet to your Bid Response.

3. Each Bidder must complete, sign, notarize and return the Bidder Affidavit with its Bid Response.

Sincerely,
[Signature of Bidder]

APPEX 2

BIDDER AFFIDAVIT AND WARRANTY

The undersigned firm, firm and agrees to each of the following in connection with its Bid Response for the City of Mountain Brook's Invitation to Bid dated April 3, 2020 bid for purchase and delivery of retaining wall blocks:

(a) The undersigned Bidder represents that it has not entered into any agreement or transaction with any other Bidder to submit a single bid or to refrain from submitting a bid; and

(b) It has not, directly or indirectly, induced any other Bidder to submit a single bid or to refrain from submitting a bid; and

(c) It has not paid or agreed to pay to any person, either directly or indirectly, any money or other thing of value for assistance or is intended to influence in a person in attempting to procure the contract contemplated in this bid;

(d) All the information contained in the Bid Response in true and correct; and

(e) The City may rely on information submitted in the undersigned's Bid Response in awarding the contract.

Sincerely,
[Signature of Bidder]

Printed Name: ______________________

Date: ______________________

Sworn to and subscribed before me on this ______ day of ______, 2020.

Sworn to, subscribed and acknowledged before me.

Sincerely,
[Signature of Notary Public]

Printed Name: ______________________

Date: ______________________

Snowing me:

Stone Strong Systems
www.stonestrong.com

SYSTEM COMPONENTS

24 SF BLOCK

24 SF TOP BLOCK

DIMENSIONS AND VOLUMES

April 13, 2020
### System Components

#### 3SF Block
- **Dimensions and Volumes**
- **Concrete Volume**: 0.19 CF
- **Void Volume**: 0.18 CF

<table>
<thead>
<tr>
<th>Component</th>
<th>Weight</th>
<th>Volume</th>
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</thead>
<tbody>
<tr>
<td>Block Wt.</td>
<td>740 lbs</td>
<td>325 kg</td>
</tr>
<tr>
<td>Form Wt.</td>
<td>1,950 lbs</td>
<td>885 kg</td>
</tr>
<tr>
<td>Concrete Vol.</td>
<td>0.19 CF</td>
<td>0.18 CF</td>
</tr>
<tr>
<td>Aggregate Inf.</td>
<td>0.33 CF</td>
<td>0.33 CF</td>
</tr>
</tbody>
</table>

#### 6SF Block
- **Dimensions and Volumes**
- **Concrete Volume**: 0.33 CF
- **Void Volume**: 0.27 CF

<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>Block Wt.</td>
<td>1,400 lbs</td>
<td>625 kg</td>
</tr>
<tr>
<td>Form Wt.</td>
<td>1,950 lbs</td>
<td>885 kg</td>
</tr>
<tr>
<td>Concrete Vol.</td>
<td>0.33 CF</td>
<td>0.27 CF</td>
</tr>
<tr>
<td>Aggregate Inf.</td>
<td>0.33 CF</td>
<td>0.27 CF</td>
</tr>
</tbody>
</table>

#### End - Corner Block
- **Dimensions and Volumes**
- **Concrete Volume**: 0.33 CF
- **Void Volume**: 0.27 CF

<table>
<thead>
<tr>
<th>Component</th>
<th>Weight</th>
<th>Volume</th>
</tr>
</thead>
<tbody>
<tr>
<td>Block Wt.</td>
<td>1,300 lbs</td>
<td>590 kg</td>
</tr>
<tr>
<td>Form Wt.</td>
<td>1,950 lbs</td>
<td>885 kg</td>
</tr>
<tr>
<td>Concrete Vol.</td>
<td>0.33 CF</td>
<td>0.27 CF</td>
</tr>
<tr>
<td>Aggregate Inf.</td>
<td>0.33 CF</td>
<td>0.27 CF</td>
</tr>
</tbody>
</table>

#### End Unit
- **Dimensions and Volumes**
- **Concrete Volume**: 0.33 CF
- **Void Volume**: 0.27 CF

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<thead>
<tr>
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<td>0.27 CF</td>
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#### Corner Unit
- **Dimensions and Volumes**
- **Concrete Volume**: 0.33 CF
- **Void Volume**: 0.27 CF

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<td>0.33 CF</td>
<td>0.27 CF</td>
</tr>
</tbody>
</table>
April 13, 2020

EDMONDS

2 Riverfront Office Plaza
Suite 205
Highlands, WA 98334
(253) 969-2080

City of Mountain Brook
PO Box 19049
Mountain Brook, AL 35219

ADDITIONAL SERVICES

Edmonds Engineering, Inc. may provide additional services in a lump sum in the project to the Client as it deems necessary, which shall be billed on an hourly basis as actual time spent on the project.

3. Design drawings not within the "Scope of Work".
4. Energy Analysis.
5. Subjective HVAC system comparison and report of recommendations.

FACILITY

City of Mountain Brook

PROJECT REQUIREMENTS

1. Review existing building documentation and equipment inventory and determination of all mechanical, electrical, plumbing, fire protection, building envelope and roof systems at all facilities (call to review)
2. Site survey all facilities to identify and provide additional documentation or equipment at each site as required
3. Provide a complete set of drawings and a complete delivery schedule for equipment and provide an engineering estimate of all required-based inspection and OSHA/ASME standards in the equipment and prepare for replacement within the next 5 years.
4. Provide a schedule of prototypes available for the equipment and building components replacement inside identified within the next 5 years.

Fee

For your request, we would charge the fee as follows:

FEE

Fire Station #2:
$4,000.00

Fire Station #3:
$6,000.00

Terms and Conditions

1. These terms and conditions are incorporated into this contract pursuant to the requirements of the City of Mountain Brook (the "City").
2. In the event of any conflict between these terms and conditions and the contract, these terms and conditions shall prevail.
3. The work to be performed under this contract shall be done in a manner consistent with good building construction practice, using materials of the quality and durability sufficient to be in accordance with any applicable law, regulation, standard, and ordinance.
4. The work shall be completed within the time specified in the contract.
5. The contractor shall be responsible for obtaining all necessary permits and licenses required by law.
6. The contractor shall be responsible for all costs associated with the project, including materials, labor, and equipment.
7. The contractor shall be responsible for all costs associated with the project, including materials, labor, and equipment.
8. The contractor shall be responsible for all costs associated with the project, including materials, labor, and equipment.
9. The contractor shall be responsible for all costs associated with the project, including materials, labor, and equipment.
10. The contractor shall be responsible for all costs associated with the project, including materials, labor, and equipment.

Appendix A

<table>
<thead>
<tr>
<th>Facility</th>
<th>Apps Sq. Ft.</th>
<th>Fire Stations</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>#1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>#2</td>
</tr>
<tr>
<td>Total SF</td>
<td></td>
<td>5,708</td>
</tr>
</tbody>
</table>

NOT INCLUDED:

Our Proposal does not include the following:

1. Advertising for bids.
2. As-built drawings.
3. Design for renovation of existing facilities.

LIMITATION OF LIABILITY

Client agrees to hold Edmonds harmless for any loss or damage to insurance and/or injuries sustained in the course of performing the work.

Thank you for the opportunity to submit this proposal. We look forward to working with you.

MINUTE BOOK 01

APPENDIX 3

ABRIDGED AGREEMENT BETWEEN THE CITY OF MOUNTAIN BROOK, ALABAMA, AND EDMONDS ENGINEERING, INC. ("CONTRACTOR") DATED APRIL 14, 2020

This Agreement is a part of the principal agreement, but supersedes and cancels any conflicting or inconsistent terms or provisions of the principal agreement, particularly to the extent the conflicting or inconsistent terms or provisions pertain to (i) under greater rights or remedies on the Contractor than any provided herein or under applicable law, or (ii) without notice, refusal, or alternate rights or remedies that would be available to the City under otherwise applicable law. The arbitration shall consist of full terms and effect with respect to any disagreement, dispute, or controversy arising out of or in any way connected to this Agreement or any interpretation, administration, or enforcement thereof, or any incorporated terms. The agent, employee, or representative of the City is authorized in writing, orally, or in any form or manner without express approval of the Mountain Brook City Council.

1. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

A. "The City" refers to and includes the City of Mountain Brook, Alabama, and its departments, boards, and agencies.
B. "The City Agreement" refers to the principal contract, agreement, proposal, quotation, or other similar document and any later contract and documents that are binding upon the City and the Contractor.
C. "The Contractor" refers to the person, firm, or other legal entity that enters into an agreement with the City to provide goods, services, or services to the City, and includes any successor to the Contractor.
D. "The term" means a formal contract as well as the Contractor's workers, employees, and sub-contractors.

2. Arbitration/Dispute Resolution Procedures. All disputes or disagreements between the parties to this Agreement shall be arbitrated in accordance with the American Arbitration Association by an arbitrator selected from the list prepared by the American Arbitration Association and chosen by the parties. The arbitrator shall render a decision within 30 days after the date of the hearing. The decision of the arbitrator shall be final, binding, and conclusive. The fees of the arbitrator and any costs or expenses shall be shared equally between the parties.

3. Attorney's Fees. Court Costs, Litigation Expenses. The City shall not recover attorney's fees, court costs, litigation expenses, or any other costs unless the court so orders or the parties otherwise agree.
MINUTES OF THE REGULAR OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
APRIL 13, 2020

[Pursuant to a proclamation issued by Governor Kay Ivey on March 18, 2020, elected officials are allowed to deliberate remotely by means of Internet or telephone conference and the public was invited to listen to, observe, or participate in the meeting by such means.]

The City Council of the City of Mountain Brook, Alabama met in public session by way of Internet teleconference at 7:00 p.m. on the 13th day of April, 2020. The Council President called the meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President
William S. Pritchard III, Council President Pro Tempore
Philip E. Black
Lloyd C. Shelton
Alice B. Womack (teleconference)
Stewart Welch III, Mayor (teleconference)

Absent: None

Also present were City Attorney Whit Colvin, City Manager Sam Gaston, and City Clerk Steven Boone.

The Council President stated that a quorum was present and that the meeting was open for the transaction of business

1. CONSENT AGENDA

Council President Smith announced that the following matters will be considered at one time on the consent agenda provided no one in attendance objects:

Approval of the minutes of the March 23 2020, regular meeting of the City Council

2020-043 Amend the City of Mountain Brook Employee Handbook with respect to the firefighter vacation and sick leave accrual rates Exhibit 1, Appendix 1

2020-044 Reappoint Turner Williams as municipal court judge with the term to end April 13, 2022 Exhibit 2

2020-045 Authorize the execution of the professional services agreement between the City and Caprine Engineering, LLC with respect to the feasibility of constructing a new fire station on the existing site (3785 Locksley Drive) Exhibit 3, Appendix 2

2020-046 Approve the conditional use application for MPower Fitness located at 2419 Canterbury Road to include fitness classes on weekdays at 10:30 a.m. and 1:30 p.m. with no music allowed, such conditional approval permitted once the COVID19 restrictions are lifted until school resumes Exhibit 4, Appendix 3

2020-047 Authorize the execution of a professional services agreement between the City and Sain Associates with respect to additional services (Birmingham plat and right-of-way acquisition) for the roundabout project (CMAQ-3715(266)) Exhibit 5, Appendix 4
2020-048 Authorize the execution of a professional services agreement between the City and Schoel Engineering Company, Inc., with respect to the South Brookwood drainage project

2020-049 Authorize the 1) temporary waiver of the City’s Home Occupation license requirements and 2) waiver of penalties for the delinquent filing and remittance of taxes resulting from logistical issues with respect to third-party tax providers and/or employee availability, schedule and access to accounting records

2020-050 Accept the professional services proposal submitted by Maynard, Cooper & Gale, PC with respect to legal services as bond counsel for the City

2020-051 Accepts the financial services proposal submitted by Regions Investment Management (RIM) with respect to the management of the City’s Section 115 Retiree Medical (OPEB) Trust investments

2020-052 Appoint Marjorie K. Colvin to the Jefferson-Blount-St. Clair Mental Health Authority to serve without compensation through April 13, 2026

Thereupon, the foregoing minutes and resolutions were introduced by Council President Smith and a motion for their immediate adoption made by Council member Black. The minutes and resolutions were then considered by the City Council. Council President announced that she shall recuse herself from Resolution No. 2020-050. Council President Pro Tempore Pritchard seconded the motion to adopt the foregoing minutes and resolutions. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Virginia Smith, Council President (with the exception of Resolution No. 2020-050) William S. Pritchard III, Council President Pro Tempore Philip E. Black Lloyd C. Shelton Alice B. Womack

Nays: None

Abstained: None

Council President Smith thereupon declared that said minutes and resolutions (Nos. 2020-043 through 2020-049, 2020-051, and 2020-052) were adopted by a vote of 5—0 and that Resolution No. 2020-050 was adopted by a vote of 4—0 and as evidence thereof she signed the same.

2. ANNOUNCEMENTS

The next regular meeting of the City Council will be April 27, 2020, at 7:00 p.m. with the location and means to be determined and announced at a later date.

3. ADJOURNEMENT

There being no further business or matters for discussion, Council President Smith adjourned the meeting at approximately 7:10 p.m.
4. CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the regular meeting of the City Council of the City of Mountain Brook, Alabama by Internet teleconference on April 13, 2020, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that a quorum was present.

City Clerk
Approved by City Council April 27, 2020

EXHIBIT 1

RESOLUTION NO. 2020-043
AMENDMENT OF THE CITY’S LEAVE POLICIES WITH RESPECT TO THE FIREFIGHTER VACATION AND SICK ACCRUAL RATES

WHEREAS Personnel Board of Jefferson County (PBJC) Rules 13.9 and 13.10 set forth the vacation and sick leave accrual rates and policies which heretofore the City of Mountain Brook has adopted by reference; and

WHEREAS it has been determined that the vacation and sick leave accrual rates specified in said PBJC rules for firefighters is based on a 27-day firefighter work period; and

WHEREAS the City of Mountain Brook Fire Department has adopted, and its firefighter salary schedule is based on, a 26-day work period; now therefore,

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that Section V of the City’s “Employee Handbook” is hereby amended as follows:

“V. LEAVES

Employees of the City of Mountain Brook are entitled to the following leaves under the terms outlined below:

A. Vacation Leave

The accrual and use of Vacation Leave for employees in the classified service are generally controlled by the "Rules and Regulations" (Rule 13.9) of the Jefferson County Personnel Board. The City has adopted these same policies for both classified and non-classified employees with the following Firefighting Personnel exceptions.

<table>
<thead>
<tr>
<th>Years of Service Completed</th>
<th>Hours of Vacation Time Accrued per Month (Firefighting Personnel)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 12</td>
<td>10.34</td>
</tr>
<tr>
<td>At least 12, but less than 25</td>
<td>15.51</td>
</tr>
<tr>
<td>25 or more</td>
<td>20.68</td>
</tr>
</tbody>
</table>

[Note: The accrual rates above are based on the City’s adopted 26-day work period and have been determined as follows: 2,688 annual hours / 26 biweekly pay periods per year / 10 workdays per biweekly pay period equals 10.34 hours or the equivalent of one day per month when used in conjunction with the firefighter 26-day work period salary schedule.]
In instances where an employee experiences a prolonged absence due to a personal injury or illness and where such employee’s accumulated leave (vacation, sick, and holiday) and compensatory time have been exhausted, they may request assistance from other City employees through their department supervisor under the “Donation of Vacation Leave” policy as provided for by Resolution No. 04-042 adopted on April 26, 2004 (Exhibit E). Such employees should first submit a claim under the City’s long-term disability insurance program (Sec. VI.B.3. below).

B. Sick Leave (and Bereavement Leave)

The accrual and use of Sick Leave, which includes Bereavement Leave, for employees in classified service are controlled by the “Rules and Regulations” (Rule 13.10) of the Jefferson County Personnel Board. The City has adopted these same policies for both classified and non-classified employees with the following Firefighting Personnel exception: 10.34 hours of sick leave (the equivalent of one day) accrued per month when used in conjunction with the firefighter 26-day work period salary schedule. Provided that, any non-classified employee who makes improper use of sick leave may be subject to disciplinary action at the discretion of the City, while any classified employees who makes improper use of sick leave may be subject to disciplinary action pursuant to the Personnel Board “Rules and Regulations”.

The accumulation of Sick Leave is a privilege of employment, not a right. Accordingly, in instances where Sick Leave appears to be abused, the sick employee’s supervisor may require a physician’s note or excuse. Examples of possible Sick Leave abuse include but are not limited to: 1) reporting sick the day immediately preceding or the day after a scheduled holiday or vacation, 2) using Sick Leave as it accumulates, 3) using Sick Leave when other leaves such as vacation, compensatory time, or holiday time, are not available, 4) use of Sick Leave in periods of less than the scheduled shift where no documented chronic condition exists or is evident to the employee’s supervisor.”

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama that the above policy amendment shall become effective on May 1, 2020; and

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama that the Appointment Authority of the City is hereby authorized and directed to submit the City’s amended leave policy to the Personnel Board of Jefferson County.

APPENDIX 1

EXHIBIT 2

RESOLUTION NO. 2020-044

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Turner Williams is hereby reappointed as a Municipal Court Judge of the City of Mountain Brook, with the term to end April 13, 2022.

EXHIBIT 3

RESOLUTION NO. 2020-045

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of a professional services agreement between the City and Caprine Engineering, LLC, in the form as attached hereto as Exhibit A, with respect to a Fire Station No. 2 feasibility study.

APPENDIX 2
BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby approves the [modified] conditional use application for MPower Fitness located at 2419 Canterbury Road (from such time the COVID19 non-essential business restrictions are lifted until public schools resume operations) as follows:

In addition to classes previously approved upon the adoption of Resolution No. 2016-041, MPower shall be permitted to offer regular classes on weekdays starting at 10:30 a.m. and again at 1:30 p.m. provided no music is played.

APPENDIX 3

EXHIBIT 5

RESOLUTION NO. 2020-047

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of a professional services agreement between the City and Sain Associates, in the form as attached hereto as Exhibit A, with respect to additional services (City of Birmingham plat and right-of-way acquisition) for the roundabout project (CMAQ-3715(266)).

APPENDIX 4

EXHIBIT 6

RESOLUTION NO. 2020-048

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of a professional services agreement between the City and Schoel Engineering Company, Inc., in the form as attached hereto as Exhibit A, with respect to the South Brookwood Road drainage project.

APPENDIX 5

EXHIBIT 7

RESOLUTION NO. 2020-049

WHEREAS many businesses and individuals have suffered financially due to the business disruptions caused by government and business restrictions imposed to curtail the spread of the COVID-19 virus; and

WHEREAS currently only essential businesses may be open and social distancing measures, along with the closure of schools, and the State Health Officer’s Stay at Home Order of April 3, 2020 have necessitated that residents conduct business operations from homes; and

WHEREAS the City understands that continued productivity and economic activities are necessary to the welfare of business owners, employees, families and the entire Mountain Brook community; and
WHEREAS, the City has detailed regulations in place concerning business operations that may be conducted in residential areas and those regulations are designed to protect the residential character of the City’s residential zoning districts; and

WHEREAS, during these unprecedented times, the City finds that temporary suspension of some of those standards to be appropriate and necessary to permit business operations and the economic vitality of the community to continue; and

WHEREAS, the City also wishes to provide additional temporary relief to businesses in the City with respect to licensing and tax filing requirements during the pendency of the current crises.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, pursuant to relevant provisions of the Emergency Management Agency Act of 1955, as amended, Governor Kay Ivey’s State of Emergency Proclamations and the Alabama State Health Officer’s Stay at Home Order of April 3, 2020, as follows:

1. The application and permitting process for Home Occupations, set forth in Section 129-392 and 129-395 of the City Code is temporarily suspended and no application nor permit shall be required to engage in a Home Occupation.

2. The following described provisions of Sections 129-393 and 129-394 shall be considered temporarily modified to the extent necessary to permit business activities to be conducted in residential areas, provided that such home occupation activities do not adversely impact traffic, parking, or public safety of the area residents:
   a) Limitations related to the area of a residence where home occupations may be conducted, square footage, the use of accessory structures for home occupations, and times that activities may be conducted shall be temporarily suspended.
   b) Limitations related to increases in traffic, the number of vehicles permitted to be parked or associated with a home occupation, storage of equipment used in such home occupation, and visibility restrictions shall be temporarily suspended.

3. These provisions shall remain in place until such time as the City Council determines that the need for relief from the Home Occupation regulations is no longer necessitated by the COVID-19 emergency.

4. The City Manager is hereby authorized, at his discretion, to waive penalties for licenses and taxes filed and paid after their respective due dates when such delinquent filings and payments are determined to be reasonably attributable to business disruptions caused by COVID-19 restrictions\(^1\).

\(^1\) With respect to sales tax reporting and remittance, because sales taxes are pass-through receipts paid by the consumer to the merchant for further delivery to the City, such receipts by merchants should never be considered as working capital for business operations. Accordingly, cash flow shortages shall not be considered to be justifiable reasons for delinquent sales tax reporting and payment to the City. It is contemplated that penalty waivers shall be granted due to businesses inability to timely prepare returns and/or remit taxes for logistical issues with respect to third-party tax providers and/or employee availability, scheduling and access to accounting records.

EXHIBIT 8

RESOLUTION NO. 2020-050

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby accepts the professional services proposal submitted by Maynard, Cooper & Gale, PC, in the form as attached hereto as Exhibit A, with respect to legal services as bond counsel for the City and authorizes the execution of same by either the Mayor or City Manager.
RESOLUTION NO. 2020-051

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby accepts the professional services proposal submitted by Regions Investment Management (RIM), in the form as attached hereto as Exhibit A, with respect to the management of the City's Section 115 Retiree Medical (OPEB) Trust investments; and

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the Finance Director to utilize the services of RIM to assist in the development of an amended and restated investment policy statement to be approved by the City Council at a future date.

RESOLUTION NO. 2020-052

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Marjorie K. Colvin is hereby appointed to the Jefferson-Blount-St. Clair Mental Health Authority to serve without compensation through April 13, 2026.
RE: Rule 13.9 and 13.10

Fri, Mar 25, 2020 at 10:16 AM

Steve,

I hope you and all of the other employees in Mountain Brook are doing well and staying healthy. Are all of your non-public safety employees working remotely? We have transitioned to a full remote working arrangement, so we should all be available if you or anyone else at the City needs anything.

You are correct in that the Firefighter percentage accrual rate is slightly higher than the regular employee schedule percentage accrual rate. Each Fire Department in the Merit System has a different number of annual hours. Those hours have also changed for some departments over the years. My understanding is that the accrual rate was set based on the highest annual hours of these agencies at the time the accrual rate was established, but that has not been reviewed for quite some time. Based on my quick review this morning, under the premise of establishing the accrual based on the current highest annual firefighter hours from the various cities, it does appear that the accrual rate should be slightly adjusted (my very preliminary gathering of information and data would indicate the rate should drop from 10.6 to about 10.4). This still does not get to the level that would translate to true equity between Mountain Brook’s firefighter accrual rate and the regular accrual rate, as Mountain Brook’s firefighter annual hours are lower than some agencies in the Merit System. My math checks out with yours in that the true comparable accrual rate for Mountain Brook would be 10.34.

I will confirm my numbers and talk with Loren about the potential lowering of the accrual rate in the rules. As I mentioned, even once implemented, that won’t fully correct the issue for Mountain Brook (or any other city with lower firefighter annual hours), but it will help to reduce that difference. If Mountain Brook wishes to make the adjustment, then this rule does allow for establishing a policy with a different accrual rate. We would just need to send the City to notify the Board in writing and provide a copy of the rule to be applied in lieu of this Rule.

I’ll keep you updated on any change to this rule. Thanks for bringing this to my attention.

Regards,

Jeff

From: Steve Boone <boones@mtnbrook.org>
Sent: Wednesday, March 25, 2020 7:49 AM
To: Crenshaw, Jeffrey <Jeff.Crenshaw@sbjcal.org>
Subject: Rule 13.9 and 13.10

These rules specify firefighters shall accrue leave at 10.64 hours per month. In the 1995 Rules, the policy, Rule 7.12 stated “... fire personnel whole basis of pay is other than the standard work week shall earn and use vacation time in a comparable manner as set by the executive order of the Director.”

The 10.64 accrual appears to be based on a 27-day work period. Our adopted work period is 26-days. Our salary schedule hourly rates are based on annual hours of 2,668. Therefore, the biweekly hours is 103.38 (2,668/2 biweekly pay periods). It seems our accrual factors should therefore be based on 10.34 and multiples thereof.

<table>
<thead>
<tr>
<th>Rule</th>
<th>26-Day Accrual</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt; 12 years 10.64</td>
<td>10.34</td>
<td>2.9%</td>
</tr>
<tr>
<td>&lt; 25</td>
<td>15.96</td>
<td>15.51</td>
</tr>
<tr>
<td>&gt; 25</td>
<td>21.28</td>
<td>20.68</td>
</tr>
</tbody>
</table>

Am I missing something?

The reason this came up is the COVID-19 sick leave law requires full time employees be granted 10-days of sick leave in addition to other leaves already provided. As I was trying to make the calculations the issues above came up.

--

Steven Boone
City of Mountain Brook
P. O. Box 13009
Mountain Brook, AL 35213-6009
Direct: (205) 802-3825
Facsimile: (205) 874-6611

www.mtnbrook.org
http://mtnbrookcity.blogspot.com/
Twitter: @mountain_brook

APPENDIX 1
MINUTE BOOK 91

March 6, 2020
Mr. Zara Mullins, AGC, Fire Chief
City of Mountain Brook – Fire Administration Office
222 Tidwell Street
Mountain Brook, AL 35213
(205) 903-3130
Re: Mountain Brook Fire Station No. 2
Feasibility Study

Dear Chief Mullins,

We appreciate your trust in Caprine Engineering, LLC and look forward to working with you on this project. Caprine Engineering will provide feasibility study services for the Fire Station 2 project located at 17350 Lickety-Stick in Mountain Brook. Although we do not wish to be overly formal in our relationship, it helps to confirm with your clients the nature and terms of our engagement. You and your company are referred to as "Client" below.

PROJECT UNDERSTANDING

Program Discussion
Our understanding is that the desire of the Fire Department is to demolish Fire Station 2 and replace it with a new construction. The Station crew will operate off site during the Project. As discussed in an on site meeting, the Program needs for the Station include, but are not limited to:

- Base staff currently housed at Station 3 (2 staff)
- Safe space underground. Not FEMA, best safe for storm operations.
- Room room for Police patrol officers.
- Four double-deck drive-thru bays, including space for 10 Captain trucks, Emergency vehicles, ATV, Future Ladder Truck.
- Current shifts are 5 crew members - could grow to 8 if the Department moves the ladder truck from Station 3.
- Including the 1 police officer & 2 Dispatch staff there would be 11 personnel on site during each shift.
- Parking needs to allow for over time at shift change. The disaster/crash parking could occur off
- Need for place to install our seats. Ideally this would be under cover out of the rain.
- Cannot provide flood pressure checks.
- Parking for the public for these functions.
- Possible space to accommodate testing in the future.
- Power transformer / coordinate requirement with APD.
- Dedicated area - location - fuel for trucks.
- Emergency generator fueled by natural gas.
- Truck pick up via gas pipes (no design)
- We discussed possibility of a 3 story section parallel to Lockley with living / public quarters on upper level with storage / other functions on lower (basement) level, opening on fresh floor elevation of the approximate bay.

Caprine Engineering, LLC 200 Office Park Drive, Suite 215, Birmingham, Alabama 35222 (205) 423-5082

FEE/COMPENSATION
Feasibility Study

Lump Sum $15,500

HOURLY RATE SCHEDULE

Principal Civil Engineer $150/hr.

Project Civil Engineer $110/hr.

Graduate Civil Engineer $85/hr.

Principal Architect $185/hr.

Senior Architect $135/hr.

Project Architect $120/hr.

Architectural Associate $85/hr.

HOU4RY TERMS OF ENGAGEMENT

Services described above shall be performed in accordance with the following terms and conditions:

Caprine Engineering will provide all services to the level of care and skill ordinarily used by members of the profession under similar circumstances in our area. Caprine Engineering makes no express or implied warranties in connection with any services we provide.

Client has agreed that Caprine Engineering is not a general contractor, and is not responsible for the disposal of asbestos, toxic agents, or other hazardous materials. We, further, are not engaged for the purpose of creating a plan for the disposal of asbestos, toxic agents, or other hazardous materials.

The rights of each party under this agreement are personal to that party and may not be assigned or transferred or assigned to any other person, firm, corporation, or other entity without the express written consent of the other party before any attempt to assign or transfer such rights.

This agreement may be terminated by either party upon 30 days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party seeking to terminate this agreement. In the event of termination of this agreement due to the fault of someone other than Caprine Engineering, Caprine Engineering shall be paid for services performed to termination date, including reimbursable expenses then due.

This agreement shall constitute the entire agreement between the parties and any earlier understanding or representation of any kind before the date of this agreement is not binding upon either party except as specifically incorporated in this agreement.

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

Client assumes responsibility for any and all changes made by other people, parties, or contractors to any plans we produce after the completion of our work, including changes made during the course of our engagement.

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as a waiver of any such terms and conditions but the same shall continue and remain in full force and effect as to no such termlessness or waiver had occurred.

Caprine Engineering, LLC 200 Office Park Drive, Suite 215, Birmingham, Alabama 35222 (205) 423-5082

CAPRINE ENGINEERING, LLC

200 Office Park Drive, Suite 215
Birmingham, Alabama 35222
(205) 423-5082

HOURS with Central Property

There are a couple of questions that need to be answered to fully understand the limitations of the site where Station 3 is currently located. These questions include:

- Currently, there is no driveway access to Lockley Drive, and there is a question about a possible covenant that prohibits a driveway to the Station from Lockley. Adding a new driveway from Lockley is critical to allow for pull-through apparatus bay layout, in the current layout requires stopping traffic on Overton Road in order for firefighters to back into the apparatus bay.
- Storm sewer is currently via septis system, and it has been very problematic for the Station. The fire will explore options to connect to sewer further down Overton Road. If planning to use septis in future, would need space for primary and alternate field lines per State of Alabama requirements.

If either issue limits the existing site to the point that a new station will not fit, we discussed the need to consider other sites for the station. It was mentioned that we might explore the possibility of relocating the station to the Knossow (Bratton-Snyder) site. It appears that sewer may be available and the site is large enough with access to two streets. There may also be the opportunity to re-use much of the existing building. With the available space, the City could provide more of a municipal presence in the area that might include office and meeting space.

SCOPE OF WORK

- Program Development
  - Determine requirement of fire Station
  - Conf/norm information generation
  - Initial site meeting
  - Develop outline of building space and site requirements
- Site Assessment
  - Obtain and evaluate existing site conditions and use them as the basis for the program and plan
  - Review the needs, uses, and/or viability of the site
- Investigation of Options
  - Site and building design opportunities will be explored and visited among design team
- Recommended Design Plan
- Budget Cost Estimate

DELIVERABLES

- Preliminary architectural design for site and building, Review and comments by FMIR
- Final conceptual design for site and building, Review and comments by FMIR
- Final Development Plan
  - Site plan, key elevation, utility routes
  - Building floor plan and elevation
  - Estimate of construction with specific construction items

CLASSIFICATIONS AND EXCLUSIONS

- The Consulting Team for this feasibility study will consist of:
  - Barrett Architecture Studio - Architects
  - Caprine Engineering - Civil Engineers
  - Scott Acker - Project Estimator
- Services requested beyond those outlined above or that include additional fire stations or alternative sites beyond the KS site will be billed as additional services at the current hourly rates in effect at the time of request.

Caprine Engineering, LLC 200 Office Park Drive, Suite 215, Birmingham, Alabama 35222 (205) 423-5082

The viability of any portion of this agreement will not and shall not affect the viability of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect.

Neither party to this agreement shall be liable to the other for any loss, cost, or damages arising out of or resulting from any failure to perform in accordance with the terms and conditions of this agreement where the cause of such failure shall include, but be limited to, acts of God, strikes, lockouts, or other industrial disturbances; wars, orders declared or undeclared, blockades, sequestration, riots, or governmental actions; epidemics, fire, floods, or any other cause not within the reasonable control of either party.

Caprine Engineering shall secure and maintain insurance to protect it from claims made under the warranty’s compensation acts and claims for bodily injury, death, or property damage that may arise for the performance of this agreement. Certificates of such coverage will be provided to Client soon upon request.

Client shall provide Caprine Engineering safe access to the project site necessary for Caprine Engineering to provide the services of the contract.

Caprine Engineering grants to Client a limited license to use documents or plans created for the Client. Use of any documents or other deliverables pertaining to the project by the Client other than for the purpose for which documents or deliverables were prepared without written verification by Caprine Engineering shall be at the Client’s risk, and waives the terms of this agreement.

No employee or agent of Caprine Engineering shall have individual liability to the Client, and the Client is the only party to whom Caprine Engineering may have any liability at all. Client is responsible for indemnification against any other party. Neither Client nor any other party or person may seek contribution or special damages from Caprine Engineering.

Due to factors outside the control of Caprine Engineering that affect pricing on any given project, Caprine Engineering makes no warranty or guarantee that Client’s actual project costs, economic feasibility, or accounting will not vary from Caprine Engineering’s opinions, projections, estimates or budgets.

The representatives signing this agreement warrant that they have the authority to sign on behalf of the Client and Caprine Engineering.

Caprine Engineering reserves the right to change any part of its services to meet the needs of the project, including the project team. All fees paid to Caprine Engineering in connection with this project will not be refundable if services are not rendered. All work that is not billed to Caprine Engineering will be billed to the Client.

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April 13, 2020
Payment Terms

This project is undertaken with the express understanding that the invoices for services of Caprine Engineering and related expenses charged be paid in a timely matter. Services rendered under this proposal and contract for services will be invoiced monthly based on work completed. Invoices are due upon receipt and will be considered delinquent if not received within 30 calendar days after receipt. Client agrees to prepay reasonable attorney’s fees and costs Caprine Engineering may incur in the event an action is commenced to collect on any unpaid invoices.

Invoices outstanding over thirty calendar days shall accrue interest at the rate of 1% per month. I would be pleased to answer your questions. I will need you to clarify the various points above. If this proposal meets with Client’s approval, a returned signed copy will authorize us to proceed.

Best regards,

Chris Edmonston
Caprine Engineering

Acceptance:
I agree to terms and conditions in this letter.

Date: [Signature]
Client Representative:

---

**MINUTE BOOK 91**

**ADDITION TO AGREEMENT BETWEEN THE CITY OF MOUNTAIN BROOK AND CAPRINE ENGINEERING, LLC**

**DATED APRIL 13, 2020**

THIS ADDENDUM (“the Additional Addendum”) is to the principal agreement between the City of Mountain Brook, Alabama (“the City”) and Caprine Engineering, LLC (“the Contractor”) dated April 13, 2020.

This Addendum is a part of the principal agreement, but adds and expands upon the language contained in the agreement, and incorporates the necessary language to achieve the results desired by the City.

1. Definitions. For purposes of this Addendum, the terms below have the following meanings:

A. “The City” refers to and includes the City of Mountain Brook, Alabama, and its constituent departments, boards, and agencies.

B. “The (Principal) Agreement” refers to the principal contract, agreement, proposal, letter, or other document that sets forth the basic terms and conditions under which the Contractor is engaged to provide goods, materials, or services to the City, including the payment or other consideration to be provided by the City in exchange therefor.

C. “The Contractor” refers to the person, firm, or other legal entity that enters into an agreement with the City to provide goods, materials, or services to the City, and includes vendors and suppliers providing goods, materials, or services to the City with or without a formal contract as well as the Contractor’s vendors, suppliers, and subcontractors.

2. Arbitration; Mediation; Alternate Dispute Resolution. The City agrees to arbitrate disputes or to engage in alternate dispute resolution (ADR) if such ADR is required by the agreement as a result of resolving disagreements arising hereunder or in preparation of the pursuit of legal remedies, but only to the extent (1) the rights and remedies available under such arbitration rules or procedures do not afford the Contractor greater relief (e.g., attorney’s fees, damages, etc.) than would be available under otherwise applicable laws (2) the venue for the arbitration or mediation proceeding is Jefferson County, Alabama, and (3) that costs of such proceedings (including the costs of the arbitrator or mediator) are divided equally between the parties.

3. Attorney’s Fees; Court Costs; Legalistic Expenses. The City shall not be liable for attorney’s fees, court costs, litigation expenses, and similar charges except to the extent such fees, costs, and charges are assessed against the City under applicable law in the absence of any contractual provision imposing or assinging liability therefor.

4. Late Payment Charges; Fees; Interest. The City shall not be liable for any late payment charges, fees, interest, or fees on any delinquent bill for goods, materials, or services at a rate higher than two-thirds of one percent per month (eight percent per annum), but bills rendered to the City shall not be considered delinquent any earlier than thirty (30) days after rendition of a complete and accurate bill by the Contractor. Contracted bills shall not be subject to late payment charges pending resolution of the dispute.

5. Indemnification; Hold-Harmless; Release; Waiver; Limitations of Liability or Remedies. The City shall not and does not intend, hold harmless, or release the Contractor or any other person, firm, or legal entity from, or with respect to any claim, cause of action, loss, cost, charge, fee, expense, or liability whatsoever arising out of or relating to the subject matter of the agreement or the performance or nonperformance thereof, nor shall or does the City waive its right to assert or pursue any remedy or claim for relief of any kind that it may have against the Contractor or any other person, firm, or legal entity for any alleged or actual default or other breach of legal duty on the part of the Contractor or any person, firm, or entity in respect thereto or acting on Contractor’s behalf. Any limitation or restriction regarding the type, nature, form, amount, or extent of any right, remedy, relief, or recovery that would otherwise be available to the City is expressly disallowed, excluded from the terms of the agreement, and void.

6. Choice of Law; Choice of Venue or Forum. The running, legal effect, and enforcement of terms and provisions of the agreement and the resolution of any disputes arising thereunder or relating thereto shall be governed by the laws of the State of Alabama except to the extent otherwise required by applicable federal law principles. The venue of any suit, action, or legal proceeding brought to enforce or secure relief by reason of any asserted breach of duty arising out of or relating to the performance or nonperformance of the agreement shall be Jefferson County, Alabama, except to the extent otherwise required by applicable principles of law.

7. Construction of Addendum. Nothing in this Addendum shall be construed to create or impose any duty or liability on the City, to restrict or abrogate any right or remedy that is available to the City against the Contractor or any other person, firm, or entity under either the principal agreement or as a matter of law.

8. Alabama Immigration Law Compliance Contract. Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1996, and the President’s Executive Order and Supplemental Guidelines, and the Executive Order and Supplemental Guidelines, which make it unlawful for an employer in Alabama to knowingly hire or to continue to employ an alien who is or has been unauthorized to work in the United States. Contractor agrees to take all necessary or requested steps to comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1996, and the President’s Executive Order and Supplemental Guidelines, which make it unlawful for an employer in Alabama to knowingly hire or to continue to employ an alien who is or has been unauthorized to work in the United States.

9. Effective Date. This 15th day of April, 2020.

City of Mountain Brook, Alabama

By: __________  __________

In: _ __________

In: _ __________
MINUTE BOOK 91

April 13, 2020
Mountain Brook City Council
56 Church St. Mountain Brook, AL 35213

Dear Members of the City Council,

I hope you and your family members are all well during the time.

Under the current conditions and business closures due to Covid-19, I am concerned for the well-being of my business and am working on ideas that will help me reopen my doors in a realistic way under new community conditions.

We are currently approved to open for classes, our primary source of income, from 5pm-10pm on Monday and 4pm-7pm on Tuesday. Due to our community demographics, pre-Covid our busiest classes are the 5pm and 6pm time frame when staying at home mothers have dropped kids at school/daycare.

With the closure of schools for at least 5.5 months of 2020 at this point, in order to keep my business afloat, I will need to request an amendment in my allowed class times while the community is in crisis as these times will no longer work for our demographic.

I am writing to you to request a temporary allowance to teach classes at 11am and 12pm Monday through Friday when my clients will have assistance from a partner at lunchtime hours to leave the children for a class. The studio will have no more than 10 spaces available for clients under these proposed class times and the music will remain low as to not bother my neighboring businesses.

I have included a previous resolution approval from January 8th, 2020 with further references dating back as early as March 2019 for you.

Thank you in advance for your time and stay well.

Emma Sutliff
Owner, McPower Pilates
City Council

APPENDIX 3

RESOLUTION NO. 2016-441

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby approves the conditional service use application submitted by Heart Studio to allow classes and spa services at 2419 Canterbury Road, subject to the following conditions:

- That class times and times be limited to that presented by the applicant in conjunction with the conditional service request (see Exhibit A attached herein).

ADOPTED: This 28th day of March, 2016

APPROVED: This 28th day of March, 2016

[Signature]
Mayor

[Signature]
City Clerk

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on March 28, 2016, as same appears in the minutes of record of said meeting.

April 13, 2020

2419 Canterbury Road Conditional Use Approval
2016-441

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<table>
<thead>
<tr>
<th>Day of Week</th>
<th>Time</th>
<th>Type of Class</th>
<th>Maximum Enrollment</th>
<th>Anticipated Average Attendance</th>
<th>Number of Employees</th>
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</thead>
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<tr>
<td>Monday-Friday</td>
<td>8a</td>
<td>Pilates and Strength</td>
<td>20</td>
<td>12-16 students</td>
<td>3</td>
</tr>
<tr>
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<td>Pilates and Strength</td>
<td>20</td>
<td>12-16 students</td>
<td>3</td>
</tr>
<tr>
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<td>3:10p</td>
<td>Pilates</td>
<td>10</td>
<td>6-8 students</td>
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</tr>
<tr>
<td>Monday-Friday</td>
<td>5:30p</td>
<td>Pilates</td>
<td>10</td>
<td>6-8 students</td>
<td>2</td>
</tr>
<tr>
<td>Studio closed from 10:30-1:30</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
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<td>6-8 students</td>
<td>2</td>
</tr>
<tr>
<td>Monday-Friday</td>
<td>5:20p</td>
<td>Pilates</td>
<td>10</td>
<td>6-8 students</td>
<td>2</td>
</tr>
<tr>
<td>Monday-Friday</td>
<td>6:30p</td>
<td>Pilates</td>
<td>10</td>
<td>6-8 students</td>
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<td>Saturday</td>
<td>8a</td>
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<td>10</td>
<td>6-8 students</td>
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<td>Pilates</td>
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</tr>
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<tr>
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<td>6-8 students</td>
<td>2</td>
</tr>
</tbody>
</table>

Contact Information: Emma Kiner
emkiner@gmail.com
253-358-3666

March 24, 2020

City of Mountain Brook

MINUTE BOOK 91

M-Power Fitness is interested in the retail space located at 2419 Canterbury Road, currently known as Mountain Heights Antiques, and is seeking conditional use approval from Mountain Brook City Council. M-Power is reinvented and will be operated by Emma Kiner.

M-Power will focus on Referee Pilates classes, but will also offer early morning and evening spin classes Monday-Friday. Each class is limited to 15 students, 15 available spaces. Refueling parking is not a premium in Mountain Brook, the proposed classes were determined as a result of an in-depth analysis of the below table.

One of M-Power's three core principles is giving back to our community. M-Power is excited to provide a vision of proceeds from every class to local charities. M-Power, the Community.

The proposed conditional use is a Pilates teaching studio. The classes will be taught in a form with Pilates, which utilizes large reformers and equipment, and the spinning classes utilize stationary bikes, both of which serve to limit class size.

The attached letter from the applicant details the proposed class schedule and number of instructors/employees for each session. Classes will last 45-50 minutes, which will serve to eliminate some potential "stacking" of cars and clients as they exit and enter back-to-back sessions. The applicant has made a commendable attempt to contact classes during non-business hours Mon-Fri, however, some classes are offered on weekends that may compete with neighboring merchants for parking.

The applicant has been encouraged to contact the neighboring Canterbury merchants to let them know the details of the proposal.

For reference:

Neighboring conditional use, Mountain Brook Yoga (2419 Canterbury Road), was approved by the council in April 2013 with the following conditions: Monday-Saturday:
- Before 9 a.m.:
  - < 25 clients
- Between 9:30 a.m. - 10:30 p.m.:
  - < 15 clients
- Between 11 a.m. - 6 p.m.:
  - 1-2 private sessions
- Between 6 p.m. - 9 p.m.:
  - < 15 clients
- After 9 p.m.:
  - < 10 clients
- Sunday:
  - < 30 clients (60 minutes between classes)
MINUTES & AGENDA
City of Mountain Brook
Meeting of the Mountain Brook Planning Commission
September 16, 2020
11:30 a.m.
SAIN

SAIN

December 17, 2019
4:00 PM – 5:00 PM

Mr. Sam Gaskin
City Manager
City of Mountain Brook
600 Mountain Brook Blvd.
Mountain Brook, AL 35213

SUBJECT:
CMMG 21-0256 (SM: 3/15-024)
Galleria Roadway (3500) cuckoo Road/Calera Road Boulevard Supplemental Agreement to perform additional services Mountain Brook, Alabama

Dear Sam:

We appreciate the opportunity to submit this proposal for surveying, engineering, and construction services. Following is a description of our understanding of the project and the scope of services that we propose to undertake.

General Project Understanding

A total of five parcels will be acquired as part of this project. As part of our original contracted work, B3 will prepare the right-of-way map, trench locations, and legal descriptions. The City of Mountain Brook has stated they will acquire all the Mountain Brook and Mountain Brook Beautification properties. In addition to the survey work, our proposal shows the newly acquired right-of-way limits, which was not part of our original contract.

The other two properties that have the boundaries of Burlington Clay and B. P. Ponder are located in the City of Mountain Brook. Mountain Brook has requested B3, along with Sundance LLC, perform the required acquisition and coordinate the acquisition from the necessary landowners from these properties.

In addition to survey work, our proposal includes: The City of Mountain Brook and Mountain Brook, and due to the location of the project within the City of Mountain Brook and Mountain Brook Beautification properties, the following survey work: Right-of-Way maps, Trench locations, Legal Descriptions, and acquisition of new parcels. Our proposal includes:

1. Right-of-Way Maps
2. Trench Locations
3. Legal Descriptions
4. Acquisition of new parcels.

The above services will be included in the scope of services below. Not all of the above services will be included in the scope of services below. Not all of the above services will be included in the scope of services below.

The City of Mountain Brook and Mountain Brook. As part of the survey work, our proposal shows the newly acquired right-of-way limits, which was not part of our original contract. Sundance LLC, perform the required acquisition and coordinate the acquisition from the necessary landowners from these properties.

Scope of Services

Task 1: City of Mountain Brook

We will perform the necessary field and office work in order to prepare a subsistence plan including the proposed newly acquired right-of-way limits of Mountain Brook (not attached to parcel area), tie-in points, intersections, and driveways will be shown on the proposed right-of-way limits. We will attend a total of two meetings with the City of Mountain Brook.

Sundance Pay Porformance

APPENDIX 4

Information submitted in this form contains information known as the date of this proposal. Should changes be made in the scope of the work, we will contact you to discuss the scope of the additional work and in

necessary to perform and evaluate project impacts to the surrounding footprint. These additional services include evaluation of project footprint impacts, design services to mitigate impacts, submittal and review of the plans with the Alabama Department of Environmental Management.

Task 4: Fiscal Year Updates

Due to the significant changes that ADOE has made to the standard drawings for the 2020 fiscal year, Sam is requesting additional fees as part of this supplemental agreement that will be necessary. The fiscal year updates will require plan changes such as updating notes, standards drawings, details, specifications, and quantities.

Declarations

The following services are included in this proposal but can be provided if deemed necessary and requested by the ADOE or the City of Mountain Brook. In addition, all design services will be performed in accordance with the current design guidelines and standards for the Mountain Brook Beautification project. The design services will be performed in accordance with the current design guidelines and standards for the Mountain Brook Beautification project. The design services will be performed in accordance with the current design guidelines and standards for the Mountain Brook Beautification project.

April 15, 2020
**APPENDIX 4**

Program prior to performing any work, or completing or continuing any ongoing work, and shall remain subject to the terms of the agreements and other conditions and restrictions contained in this paragraph.

**DATED this 13th day of April, 2014.**

Date

City of Mountain Brook, Alabama

By: _______________________

[Signature]

City of Mountain Brook, Alabama

By: _______________________

[Signature]
(b) Comprehensive General Liability with uncombined limits of not less than One Million Dollars ($1,000,000.00), combined single limit for bodily injury and property damage. This Comprehensive General Liability coverage is in addition to the separate coverage as otherwise required for the products/services, products/completed operations, assumed comprehensive, and independent contractors/subcontractors.

(e) Workers Compensation/Employee's Liability: Workers' Compensation as required by state and Employer's Liability with limits of Five Hundred Thousand Dollars ($500,000.00) per occurrence.

Contractor may satisfy the insurance obligations hereunder through a combination of primary, umbrella and excess policies. Before commencement of any Services, the Contractor shall provide Client a certificate(s) of insurance evidencing compliance with the requirements in this section. Further, through no fault of Client, Contractor shall be named as an additional insured on the Comprehensive General Liability and any applicable umbrella and excess policies.

If all reports, plans, documents, materials created by Contractor or to work product from its Services (collectively, the "Instrument of Services") remains the property of the Contractor, and are licensed solely for the use related to this Agreement and construction of the Project. However, Contractor grants Client a personal, perpetual license to distribute to third party, reproduced or otherwise use any of the Instrument of Services for purposes to determine reasonably necessary that relate to construction of the Project or conditions at the Project site. Client agrees and acknowledges any use of the Instrument of Services for purposes outside of this Agreement or the Project, or any failure to follow Contractor's recommendations in those Instrument of Services without prior written permission, shall be at the Client's and other user's sole risk.

This Agreement may be terminated by either party upon thirty (30) days written notice to the event of an inability to perform in accordance with its terms by the other party through no fault of the terminating party. If this Agreement is terminated by Contractor due to default of Client, it agrees that Contractor shall be paid for the total charges for work performed prior to the termination notice date.

Additionally, at Client's convenience and, without cause or default by Contractor, Client may suspend or cancel the Agreement, performance of Services or work on the Project at any time by providing written notice to Contractor. In the event of such suspension or cancellation, Contractor will continue to perform all tasks up to the date of last notice.

F. Delayed Performance/Penalty: A party requesting to terminate or suspend the Agreement must be in compliance with the following:

1. The inability of either party to carry out a portion of this Agreement will not and shall not be deemed to effect the validity of any other provisions. In the event of any delay or default of this Agreement, it shall be up to Client discretion, the parties agree that the remaining provisions shall be deemed to be still in full force and effect.

2. Contractor shall be responsible for constructors, engineers or constructors' representatives appointed by the Client with respect to work required under this Agreement, and with respect to the performance of the Contractor's obligations under this Agreement.

3. Contractor shall be responsible for constructors, engineers or constructors' representatives appointed by the Client with respect to work required under this Agreement, and with respect to the performance of the Contractor's obligations under this Agreement.

4. At Client's request and for its own protection, Contractor may provide documentation and its work shall be in accordance with the documents. Drawings, plans, specifications, and drawings that are created on electronic media or which are transmitted electronically, may be subject to unassailable evidence. The printed, signed and dated hard copy is the measurement of the performance. In the event of a discrepancy between the electronic document and the hardcopy document, the hardcopy document will prevail.

5. Contractor shall be governed by, and conduct all work in accordance with the laws of the State of Alabama.

ASSURANCE: Neither this Agreement nor any of the parties hereto may be amended or modified except in accordance with the terms of the written instrument that is signed by both parties.

This instrument sets forth the entire understanding between the parties concerning the subject hereof, and no other representations, oral or written, are authorized, understood, or intended to modification of this Agreement are not of an effect and are deemed to have no effect.

This Agreement shall be governed by, and shall be construed in accordance with the laws of the State of Alabama.

MINUTE BOOK 91

14. This Agreement is entered into with the expectation that it is not being used in a price comparison with other offers. Alabama's low prohibiting licensed engineers and bond sources from participating in any processes that solicit prices from two or more licensed engineers and bond sources simultaneously. The law allows this practice as bidding and participation by a business is prohibited. If this agreement is being used in this manner, we must be notified of the same.

15. Limitation of Liability: In no event may Contractor recover from Client any special, indirect, consequential or any other indirect damages whatsoever of any nature (including, without limitation, damages for the loss of or damage to the Client's equipment or the increased cost of operation) or amount arising from the Client's breach of its obligations hereunder or suspension or termination of this Agreement.

16. Project Representatives. Each party shall appoint a representative who shall coordinate with the other party on all matters related to the performance of the Services. The administration of this Agreement shall be the responsibility of the "Project Representative." Any notice required from contractor shall be sufficiently given when sent to the appropriate Project Representative via United States certified mail, return receipt requested, or via overnight service with receipt verification to the address set forth, or by personally delivering such notice to the party to be received thereof.

17. The Agreement may be amended to incorporate such additions as each party deems to be a common original. Any document or facsimile copy of the amended contract or amendment shall be deemed and shall have the same legal force and effect as an original document.

18. Any Account or delay on the part of Client in observing any of its rights under this Agreement shall not be construed as a waiver or a failure to observe any of the terms of this Agreement. The time set forth herein shall be deemed to have been expressly waived by writing.

19. Contractor shall not assign its rights, obligations or the benefits of this Agreement to any third party without the written consent of Client, which consent may be withheld for any reason.

20. This Agreement is made only for the benefit of the parties. It is not intended, nor shall it be construed, to grant or confer any right, title, or interest by any person, firm, corporation or entity in or to the provisions hereof or to any party.

21. Contractor is in an independent contractor of Client. This Agreement does not create any partnership, joint venture or principal-agent relationship between the parties. Further, Client retains all control or authority with respect to its employees and independent contractors.

22. Integration Law: The Contract is made under the laws of the State of Alabama. If there are any conflicts or disputes arising under this Agreement, the laws of Alabama shall be used as the governing law.

23. Notice to Client: If the Client has not received notice or any written communication submitted to the Client, the notice shall be deemed to be received by the Client.

24. Scope of Agreement: The Agreement shall be effective as of the date, time, and for the period stated in the Agreement.

25. Contract Price: The price for the Services shall be determined as set forth in the Agreement.

26. Payment Schedule: The payment for the Services shall be made as set forth in the Agreement.

27. Disputes: Any disputes arising under this Agreement shall be resolved through the procedures set forth in the Agreement.

28. Entire Agreement: This Agreement contains the entire agreement between the parties with respect to the subject matter hereof.

29. Amendment: This Agreement may be amended only by written instrument signed by both parties.

WHEREAS, the undersigned duly authorized representatives of the parties executes this Agreement on behalf of the undersigned organizations on the dates shown below,

CITY OF MOUNTAIN BROOK, ALABAMA (CLIENT)

By:________

Mayor

Date:________

SCHOOL ENGINEERING COMPANY, INC. (CONSULTANT)

By:________

President

Date:March 26, 2020

Below please print or type the following information for the individual to whom invoices for payment should be sent, and enter the name of the respective Project Representatives.

Company:________

Client:________

Address:________

City, State, Zip:________

Phone Number:________

Fax Number:________

Project Name:________

Resident Engineer:________

Craft:________

Client's Project Number:________

Consultant's Project Representative:________

Client's Project Representative:________

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April 13, 2020
Agreement for Legal Services as Bond Counsel

For City of Mountain Brook, Alabama

Maynard, Cooper & Gale, P.C. ("Maynard") accept with pleasure the engagement to provide the legal services described herein as bond counsel to the City of Mountain Brook, Alabama (the "City") with respect to the within Transaction on the terms of this Agreement.

Scope of Engagement: the Transaction

The City proposes to issue its General Obligation Warrants, Series 2020 (the "Warrants"), for the purpose of (i) financing certain capital improvements within the corporate limits of the City, and (ii) paying the costs of issuance of the Warrants (collectively, the "Transaction").

As bond counsel to the City, Maynard will undertake the following actions:

1. Negotiate and draft all resolutions, ordinances, certificates, and other instruments necessary for the issuance, execution and delivery of the Warrants, including, without limitation, any requests for proposals to potential lenders or underwriters, as requested by the City;

2. Upon the issuance of the Warrants, deliver a legal opinion as to the validity of the Warrants and the solvency of the City from the group of certain Federal and State of Alabama income tax purposes, which opinion shall be based on existing law, the constitution of the City of Mountain Brook, the resolution of the Board of Finance, the Bylaws of the City, all resolutions, ordinances, certificates, and other instruments necessary for the issuance, execution and delivery of the Warrants, including, without limitation, any requests for proposals to potential lenders or underwriters, as requested by the City; and

3. The City and Maynard agree that the City shall pay to Maynard legal fees and expenses for services performed on the date of issuance of the Warrants. The amount of Maynard's fees shall be determined jointly by the City and Maynard prior to the issuance of the Warrants and shall be based upon several factors, including, without limitation, (i) the structure of the Transaction, (ii) the original principal amount of the Warrants, and (iii) the number of hours required to negotiate and document the Transaction. If, for any reason, the Warrants are not issued, Maynard will not invoice the City for the legal fees and expenses.

Term and Termination of Agreement and Engagement

The City and Maynard agree that (i) this Agreement shall become effective, and the engagement of Maynard shall commence, on the date hereof and this Agreement shall continue thereafter in force and effect governed by the laws of the State of Alabama (without regard to principles of conflict of laws) until this Agreement shall be terminated (ii) in advance of completion of the Transaction, either by written notice thereof by the City to Maynard or by written notice thereof by Maynard to the City in compliance with the rules of professional responsibility; or (ii) upon completion of the Transaction, and (iii) upon termination of this Agreement (i) Maynard shall reduce to the City all papers and property of the City, (ii) Maynard may retain or destroy all files and work product of Maynard relating to the Transaction, and (iii) Maynard will not, except pursuant to separate written engagement with the City, have any continuing obligation to advise the City of changes in law that may affect matters in the Transaction or to represent the City in any litigation, or governmental audit or investigation, with respect to the Warrants.

Testimonium

The undersigned have executed and delivered this Agreement on the above date by authorized officers or legal representatives thereof.

Maynard, Cooper & Gale, P.C.
City of Mountain Brook, Alabama

By

By

Agenda Council 2020-04-13

April 2, 2020
INVESTMENT POLICY STATEMENT
The City of Mountain Brook Section 115 (OPEB) Trust Agreement
Adopted [Date]

This Investment Policy Statement ("Policy") is intended to govern the investment practices of the assets of The City of Mountain Brook Section 115 Trust Agreement ("Trust"), so that all individuals with either direct or indirect responsibility may understand and manage investment assets, before referred to as the "Trust".

This Policy addresses the following:
- The general goals of the Trust
- The specific investment objective of the Trust
- Asset allocation and reinvestment policies
- Measurement and evaluation of investment performance
- Policies and guidelines for Investment Managers

A. Policy

Investment will be managed on a total return basis while considering the level of liquidity required. The Mountain Brook City Council recognizes the importance of the long-term preservation of capital, but also adheres to the principle that varying degrees of investment risk are generally rewarded with commensurate returns over the long term. Therefore, investments with different types and degrees of risk are appropriate for the Trust, provided that such risks are regularly reviewed and managed.

B. Roles and Responsibilities

The City Council is authorized to delegate certain responsibilities to professional experts in various fields, including the flexibility to retain, terminate, or replace an Investment Manager. This delegation of authority allows for sufficient flexibility in the management process to capture investment opportunities as they arise.

The City Council is responsible for:
1. Establishing and maintaining the Investment Policy Statement and Target Asset Allocation.
2. Monitoring the performance and risk profile of the Trust.
3. Reviewing the Investment Consultant's implementation of the investment program.
4. Hiring, retaining, or replacing the Investment Consultant.
5. Reviewing and addressing all potential conflicts of interest.

The Investment Consultant is responsible for:
1. Selecting, retaining, terminating, and making initial shifts between Investment Managers.
2. Monitoring the appropriateness of each Investment Manager's strategy given the overall investment strategy, philosophy, and objectives.
3. Monitoring the investment performance of each Investment Manager relative to its established benchmark and peer group.

C. Investment Goals and Objectives

In June 2004, the Government Accounting Standards Board (GASB) issued GASB Statement 45, Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions (OPEB). GASB 45 is an accounting and financial reporting provision requiring governmental employers to measure and report the liabilities associated with either (but not) postemployment benefits (OPEB).

GASB 45 requires that: (1) recognition of the amount of net periodic benefit cost when the calculation process is completed by the employer; benefits may include medical, dental, vision, housing, life, and other benefits related to the employee; and (2) in-service and actuarial valuations are required.

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D. Investment Allocation

The Investment Committee of the Trust, subject to the limitations of the Investment Policy Statement, may make investment decisions without further approval of the City Council.

E. Investment Manager

The Investment Manager is responsible for:
1. Selecting, retaining, terminating, and making initial shifts between Investment Managers.
2. Monitoring the appropriateness of each Investment Manager's strategy given the overall investment strategy, philosophy, and objectives.
3. Monitoring the investment performance of each Investment Manager relative to its established benchmark and peer group.

F. Investment Policies

The Investment Committee shall adopt and implement investment policies and procedures for the purpose of managing the assets of the Trust in accordance with the objectives and guidelines set forth in this document.

G. Investment Performance

The investment performance of the Trust shall be reviewed on a regular basis to ensure that the objectives and guidelines set forth in this document are being met.
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The Investment Grade (at least AAA/BBB) by Moody’s and S&P. However, almost 50% of bonds represented in the index have an A/A rating.

Risk

Higher returns involve higher volatility and the City Council is willing to tolerate some volatility (based on the target allocation of the Trust) to meet its long-term total return objectives. However, it is intended that the Trust assets are managed and diversified in a manner that seeks to minimize principal fluctuations over the established time horizon. The Trust should experience risk as measured by volatility or variability of return not materially higher than that of the benchmark that is included in the benchmark that is included as defined above.

The investment goals above are the objectives of the aggregate Trust, and are not meant to be imposed on each investment manager.

D. Asset Allocation

Diversification among asset classes is a core principle of prudent portfolio management. As indicated in research suggests that the decision to allocate assets among various asset classes will be the superior security selection and other decisions that impact portfolio performance. The asset class targets and ranges below are the approved investment levels associated with the Trust’s investment objectives. Within each of these asset categories, sub asset classes and strategies, which are expected to add and asset in combination, will be used. The portion of the Trust invested in each sub-class and strategy will change periodically to reflect the Investment Manager’s and/or Investment Committee’s tactical investment policy as long as it is within the acceptable range listed. Any proposed investment changes outside these ranges must be approved by Finance Committee prior to being implemented. Asset allocation targets and ranges should be reviewed by the Finance Committee annually.

Target Asset Allocation

<table>
<thead>
<tr>
<th>Asset Class</th>
<th>Minimum</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Domestic Equities</td>
<td>20%</td>
<td>50%</td>
</tr>
<tr>
<td>U.S. Fixed Income Securities</td>
<td>20%</td>
<td>50%</td>
</tr>
<tr>
<td>International Equities</td>
<td>10%</td>
<td>30%</td>
</tr>
<tr>
<td>Fixed Income Securities</td>
<td>10%</td>
<td>30%</td>
</tr>
<tr>
<td>Money Market Securities</td>
<td>5%</td>
<td>20%</td>
</tr>
<tr>
<td>Cash and Cash Equivalents</td>
<td>5%</td>
<td>20%</td>
</tr>
</tbody>
</table>

From time to time, market conditions may cause the portfolio’s investments to vary from the established target allocations. To remain consistent with the asset allocation guidelines established by this Policy, each broad asset class (as defined above) in which the Trust invests shall be reviewed periodically by the Investment Manager.

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E. Asset Class Guidelines

1. Cash is intended to serve as the principal source of liquidity for operating cash flow for the Trust. It will be invested in only the safest assets, including Treasury Bills, Agency notes, or very safe money market instruments that focus on Treasury bills and equivalents. The focus is on safe, highly liquid assets as opposed to generating significant yields. There are no manager-specific limits for cash.

2. The purpose of the Fixed Income allocation will be to (1) provide current income to support operating cash flow, (2) provide capital stability during uncertain economic times, and (3) be able to provide overall portfolio diversification. As a result, both credit quality and preservation of principal will be a core emphasis of this allocation. Positions in investment grade securities issued by sovereign governments, corporations, and financial institutions will be core holdings within the fixed income portfolio.

3. The purpose of the Equity allocation is to provide long-term capital appreciation. The objective is to select equity managers to generate average annual compounded returns higher than the relevant broad market indices (i.e., S&P 500 Index), net of fees, over full market cycles (5-10 years). However, these returns are subject to significant variability over shorter, market-value periods of less than five years.

F. Restrictions

1. There shall be no short-selling, options trading, financial futures, security lending, or other specialized investment activity without prior approval of the City Council, except as a purchase of another security or for the purpose of an open-end investment company registered under the Investment Company Act of 1940.

2. There shall be no non-marketable, direct investments in equity or debt private placements or investments, and no investments in equity or debt private placements, or any investments in equity or debt private placements that are not in accordance with the guidelines and restrictions for this type of investment.

3. The Trust may not invest in private placements, open-end investment companies, or other investment vehicles whose primary investment strategies do not follow the guidelines set forth in this statement or related documents.

G. Cash Flows and Rebalancing

The Investment Manager is responsible for maintaining the asset allocation of the Trust subject to the limitations established in the Investment Policy statement. The Investment Manager will report actual allocations to the Finance Committee at least quarterly, and at other times deemed necessary by the City Council and/or Finance Committee, to review the performance and the Trust’s compliance with Investment Policy objectives and guidelines.

Adopted this day

By:

April 13, 2020
Margie Colvin

Graduated from UAB in 1970 with a B.S. in Nursing

Was on faculty of St. Vincent’s School of Nursing for 7 years.

Oversaw care for a patient with chronic schizophrenia for three years.

Worked at Hill Crest Psychiatric Hospital for 21 years in general psych (Depression, Bipolar, Schizophrenia, Eating Disorders for 9 years) and then 12 years in Chemical Dependency.

Since retiring, I have maintained my license and kept my Continuing Education Units updated by attending seminars, most of which are mental health related.