

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
APRIL 13, 2020**

[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 1 (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 Heathermoor 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.



City Clerk

Approved by City Council April 27, 2020



STATE OF ALABAMA
OFFICE OF THE ATTORNEY GENERAL

STEVE MARSHALL
ATTORNEY GENERAL

601 WASHINGTON AVENUE
MONTGOMERY, AL 36130
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March 21, 2020
Updated on March 27, 2020

GUIDANCE FOR LAW ENFORCEMENT

FROM: Steve Marshall
Attorney General
SUBJECT: Enforcement of State Health Order

On Thursday, March 19th, the State Public Health Officer issued an order suspending certain public gatherings to prevent the spread of COVID-19. That order was amended on Friday, March 20th to clarify the intended application of the order for businesses and their employees. In response to changing conditions, a new state health order was issued on March 27, 2020 and supersedes all previous orders.

The March 27th order was also adopted as an emergency rule by the State Health Officer, pursuant to the authority granted by regulation 420-1-2-.07(e) of the Alabama Administrative Code (the State Health Officer may adopt an emergency rule without notice or hearing if there is an immediate danger to public health), and in accordance with Sections 22-2-2(6) (empowering the agency to adopt rules and giving those rules the force of law) and 22-2-8 (the State Health Officer may act on behalf of the State Committee of Public Health when it is not in session) of the Code of Alabama, ALA. ADMIN. CODE 420-1-2-.07(e); ALA. CODE §§ 22-2-2(6), -8.

The effect of the order and the promulgation of the emergency rule is that the March 27th order is now enforceable under Section 22-2-14, which states:

Updated on March 27, 2020

Any person who knowingly violates or fails or refuses to obey or comply with any rule or regulation adopted and promulgated by the State Board of Health of this state shall be guilty of a misdemeanor and, upon conviction, shall be fined not less than \$25.00 nor more than \$500.00 and, if the violation or failure or refusal to obey or comply with such rule or regulation is a continuing one, each day's violation, or failure or refusal shall constitute a separate offense and shall be punished accordingly.

State Public Health Officer issued an order suspending certain public gatherings to prevent the spread of COVID-19. ALA. CODE § 22-2-14. Given the criminal nature of a violation of Section 22-2-14, prosecutors and law enforcement should be aware of their authority to act as

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needed to enforce the state health order. While the unprecedented nature of this pandemic and the government's evolving response seem to demand some restraint related to criminal enforcement of this order, if a violator has been made aware of the state health order and the refusal to comply presents a threat to public health and safety, the penalties of Section 22-2-14 are available as an enforcement tool.

NOTE: Following the issuance of the March 20th amended state health order, the Attorney General's Office received questions related to enforcement of the order's provision on "elective" medical procedures. Section 7 of the March 27th order provides greater detail for healthcare providers and the general public on procedures that must be halted during the state of emergency. Be advised that this order applies to all healthcare facilities and providers, without exception. The order does not offer a total exemption for any specific type of provider or clinic, but instead provides exemptions from mandatory postponement only for two distinct classes of procedures: a) those necessary to treat an "emergency medical condition"; and b) those necessary to avoid serious harm from an underlying condition or disease, or are necessary as part of a patient's ongoing and active treatment. Violations of this order are enforceable under Section 22-2-14.

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APPENDIX I

"Safer at Home" Statewide Public Health Order Frequently Asked Questions

1. May businesses or venues not specifically listed for closure continue their normal operations? For example, are hardware stores or home improvement stores required to close to non-employees? What about veterinary clinics? Dry cleaners? Car dealerships? Etc.

Businesses or venues not specifically listed in the order for closure may continue their normal operations, subject to the laws and regulations they must ordinarily follow as well as the other parts of the order. In short, if a business or venue is not on the list, it's not closed.

2. Must businesses or venues that may remain open limit the number of customers inside at one time?

It depends. The order's social-distancing rule, in paragraph 1, prohibits "non-work related gatherings" of 10 persons or more or non-work related gatherings of any size that cannot maintain a consistent 6-foot distance between persons. So the question is whether the customers are "gathering." In a large, uncrowded grocery store, for example, where customers may easily walk past one another, it is unlikely that any "gathering" is taking place even if many more than 10 people are inside. On the other hand, a group of 10 people congregating in a confined space over an extended length of time would be more likely to constitute a gathering.

3. May retail stores ordered to close offer delivery or curbside services?

Yes. The order requires certain categories of retail "stores" to be "closed to non-employees." This language requires the closure of the store building to customers but would not preclude delivery or curbside services if the store complies with the order's other provisions, such as the social-distancing rules.

4. What about "big box" stores? In other words, must a retail store close if it has some characteristics of a store listed for closure but is not generally considered to fall within one of the specific listed categories?

Remember, if a store is not on the list, it's not closed.

So a "big box" store would not be closed—though it still must comply with the order's other provisions.

5. What do I do if I cannot tell whether my store or venue must close? For example, is a mattress store a "furniture" or "home-furnishings store"? Is a sewing-machine store a "craft" store? Is a drive-in theater a "theater"?

Remember, if a store is not on the list, it's not closed. But in cases that are truly difficult to answer, a store owner should contact local law enforcement for guidance. The Attorney General has cautioned law enforcement that "the unprecedented nature of this pandemic and the government's evolving response seem to demand some restraint related to criminal enforcement of this order," and local law enforcement can obtain guidance from appropriate state authorities in truly difficult cases.

6. May sporting goods stores and other retail stores that sell firearms and ammunition remain open to customers inside the store?

The order specifically lists "sporting goods stores" for closure, so a sporting goods store must close even if it sells firearms and ammunition. Gun shops, on the other hand, are not specifically listed; thus, they may remain open.

7. If playgrounds are closed, are parks still open otherwise? Is it still okay to exercise outside?

Yes, parks are still open, and it is still okay to exercise outside. Just do not gather with more than 10 people or with any number of people if you cannot maintain a consistent 6 feet of separation.

8. Can physical therapists and chiropractors continue to provide therapy services to patients under the order?

Yes. Physical therapists and chiropractors are medical providers subject to the rule. But, like other providers of dental, medical, or surgical procedures, they may provide services that are necessary to treat an emergency medical condition, or are necessary for a patient to avoid serious harm from an underlying condition or disease, or are a necessary part of a patient's ongoing and active treatment.

ORDER OF THE STATE HEALTH OFFICER SUSPENDING CERTAIN PUBLIC GATHERINGS DUE TO RISK OF INFECTION BY COVID-19

(APPLICABLE STATEWIDE)

AMENDED MARCH 27, 2020

WHEREAS, Coronavirus Disease 2019 (COVID-19) has been detected in Alabama; and

WHEREAS, the appearance of COVID-19 in the State poses the potential of widespread exposure to an infectious agent that poses significant risk of substantial harm to a large number of people; and

WHEREAS, the State Board of Health has designated COVID-19 to be a disease of epidemic potential, a threat to the health and welfare of the public, or otherwise of public health importance; and

WHEREAS, on March 13, 2020, on recommendation of the State Health Officer, Kay Ivey, Governor of the State of Alabama, declared a state public health emergency exists in the State of Alabama; and

WHEREAS, on March 16, 2020, the Jefferson County Health Officer, in response to a rapidly growing number of cases of COVID-19 being detected in Jefferson County, issued an order suspending certain public gatherings in that county; and

WHEREAS, on March 17, 2020, the State Health Officer issued a similar order for counties surrounding Jefferson, including Blount, St. Clair, Shelby, Tuscaloosa, and Walker Counties; and

WHEREAS, on March 19, 2020, the State Health Officer issued an order, and on March 20, 2020, an amended order, of statewide application suspending certain public gatherings;

WHEREAS, further social distancing measures are necessary to be implemented on a statewide basis to prevent the spread of COVID-19; and

WHEREAS, Ala. Code § 22-2-2(4), authorizes the State Health Officer, on behalf of the State Board of Health, to direct that conditions prejudicial to health in public places within the State be abated;

NOW THEREFORE, THESE PREMISES CONSIDERED, it is ordered that the following be implemented statewide:

1. Effective March 28, 2020 at 5:00 P.M., all non-work related gatherings of 10 persons or more, or non-work related gatherings of any size that cannot maintain a consistent six-foot



distance between persons, are prohibited. Employers shall take all reasonable steps to meet these standards for employees and customers.

2. Effective March 28, 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) Racetracks
 - (8) Indoor children's play areas
 - (9) Adult entertainment venues
 - (10) Casinos
 - (11) Bingo halls
 - (12) Venues operated by social clubs
- 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 spas
 - (6) Body-art facilities and tattoo services
 - (7) Tanning salons
 - (8) Massage-therapy establishments and massage services
- d. Retail stores as follows:
 - (1) Furniture and home-furnishings stores
 - (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

7. Effective March 28, 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 purposes of this order, "emergency medical condition" is defined as a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain, psychiatric disturbances, and/or symptoms of substance abuse) such that the absence of immediate medical attention could reasonably be expected by a person's licensed medical provider to result in placing the health of the person in serious jeopardy or causing serious impairment to bodily functions or serious 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 19, 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 provided the social distancing protocols, including maintaining a consistent six-foot distance between persons, are followed.
- 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 organizers or sponsors of otherwise suspended events desire, 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 even by those that are infected while not symptomatic, including the provision of anti-infection measures such as proper face masks, personal sanitation measures, and other measures that may be considered proper.

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.

3. Effective March 19, 2020, at 5:00 P.M., all beaches shall be closed. For purposes of this section, the term "beach" means the sandy shoreline area abutting the Gulf of Mexico, whether privately or publicly owned, including beach access points.

4. Effective Friday, March 20, 2020, all regular programs at Senior Citizen Centers shall be ended except that Senior Citizen Centers and their partners are urged to assure that their clients continue to receive needed 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 staffing decisions. Employers are authorized to advise employees to work from home or maintain flexible work schedules. If working from home is not feasible, the employee 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 Home/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.

b. Facilities providing child day care, including any child day care facility described in Ala. Code § 38-7-2, at which 12 or more children are in a room or other enclosed or separated space at the same time. Center employees are encouraged to use enhanced sanitation and social-distancing practices consistent with guidance from the Centers for Disease Control and Prevention and the Alabama Department of Public Health. This Order does not change the Minimum Standards for Day Care promulgated by the Alabama Department of Human Resources, except that 12 or more children shall not be allowed in a room or other enclosed or separated space at the same time.

6. Effective immediately, all Hospitals and Nursing Home/Long Term Care Facilities (including Assisted Living and Specialty Care Assisted Living Facilities) shall prohibit visitation 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.

APPENDIX I

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

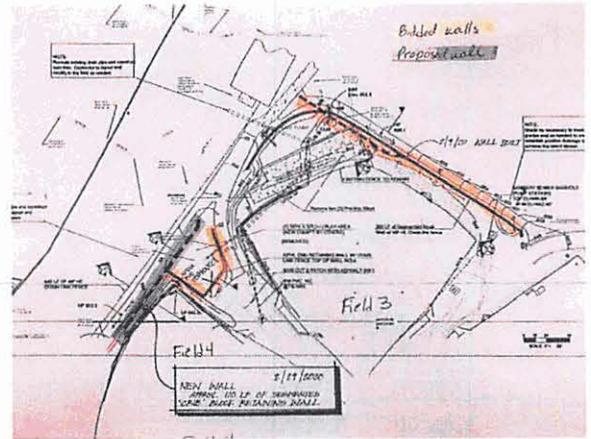
Date: April 8, 2020
To: Council Members
From: Shanda Williams, Parks and Recreation
Subject: Proposed Retaining Wall at the Athletic Complex

The City has an existing contract with Morris-Shea Bridge Company to build two retaining walls and an access road behind Fields 3 & 4 at the Athletic Complex. This contract is for \$59,000. The larger wall behind Field 3 is complete (picture below).

Dick Shea, 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 bank, make 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 equally offset the proposed wall. The new wall will allow the playground to sit flush on the ground without a 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. Shea has proposed that if the city purchases the block, he will install it for no additional cost to the original contract. The cost of the block is estimated to be between \$43,000-\$47,000. Even though I do not have money budgeted for this specific project, I do have \$48,000 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. I would like to do this as soon as possible so the work can be completed in May, before other potential improvements begin.



The orange walls are part of the original contract. The U shaped one is the one that will be eliminated. The purple wall is the proposed one.

APPENDIX 2

**APRIL 6, 2020
INVITATION TO BID -
PURCHASE AND DELIVERY OF RETAINING WALL BLOCK
CITY OF MOUNTAIN BROOK, ALABAMA
(BID REFERENCE: B-20200406-615)**

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 35213-3700
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 Shanda Williams at 205-802-3879 or at williamssh@mtbrook.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) §§ 41-16-50 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.

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 Shanda Williams at 205-802-3879 or at williamssh@mtbrook.org. Questions about the Specifications should be directed in writing to Mrs. Williams.

**BID 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
3698 Bethune 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 certifies 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:

Vendor represents and warrants that it does not knowingly employ, hire for employment, or continue to employ within the State of Alabama an "unauthorized alien," as defined by the *Beason-Hammon Alabama Taxpayer and Citizen Protection Act*, Act No. 2011-535 (H. B. 56), as amended from time to time (the "Act") and that, during the performance of the subject contract, the vendor shall participate in the E-Verify program as required under the terms of the Act. The vendor also agrees to comply with all applicable provisions of the Act with respect to its contractors in the State of Alabama by entering into an agreement with or by obtaining an affidavit from such contractors indicating that such contractors are in compliance with the Act with respect to their participation in the E-verify program. The vendor also represents and warrants that it shall not hire, retain or contract with any contractor in the State of Alabama that it knows is not in compliance with the Act.

Upon accepting the City's purchase order, the contractor also affirms that, for the duration of the subject contract, it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. If the vendor violates these provisions of this contract, it shall be deemed in breach and shall be responsible for all damages resulting therefrom.

Vendor represents and warrants that it does not knowingly employ, hire for employment, or continue to employ within the State of Alabama an "unauthorized alien," as defined by the *Beason-Hammon Alabama Taxpayer and Citizen Protection Act*, Act No. 2011-535 (H. B. 56), as amended from time to time (the "Act") and that, during the performance of the subject contract, the vendor shall participate in the E-Verify program as required under the terms of the Act. The vendor also agrees to comply with all applicable provisions of the Act with respect to its contractors in the State of Alabama by entering into an agreement with or by obtaining an affidavit from such contractors indicating that such contractors are in compliance with the Act with respect to their participation in the E-verify program. The vendor also represents and warrants that it shall not hire, retain or contract with any contractor in the State of Alabama that it knows is not in compliance with the Act.

Upon accepting the City's purchase order, the contractor also affirms that, for the duration of the subject contract, it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. If the vendor violates these provisions of this contract, it shall be deemed in breach and shall be responsible for all damages resulting therefrom.

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

11. In determining the successful vendor, 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 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 to 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 vendor, 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 that purchase order shall reaffirm the agreement of the successful contractor to perform its obligations pursuant to the Specifications (and provisions in other bid documents) and be compensated therefor for the amount(s) stated in its Bid Response Form.

- (a) 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;
- (b) reject the proposal of any bidder who is in arrears or in default to the City upon any debt or prior contract;
- (c) reject the proposal of any bidder who has failed to faithfully perform work or services on any previous contract or project for the City;
- (d) 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 to the reasonable satisfaction of the City; and
- (e) disqualify a bidder's response because it is not complete or the bidder failed to provide requested information.

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, 56 Church Street, Mountain Brook, AL 35213-3700, 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, and may not consider, any proposal delayed in the postal or other delivery service, or in the City's internal mail system, nor any late proposal, amendment thereto, or request for withdrawal of proposal received after the date specified. Proposals received after the specified time and date will not be opened and will not be considered for award.

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

5. Bids must be entered 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 thereon 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 formalities in submitted bids.

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

Shanda Williams,
Director - Parks & Recreation Dept.
City of Mountain Brook
williams@mttbrook.org
(205) 802-3879

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 who as of that time have requested Bid Documents and have provided their firm's email address to Ms. Williams. The City's response to any questions shall be treated as an Addendum to 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 bid security) or other type of bond in connection with this bid.

EXHIBIT A-REQUIREMENTS OF RETAINING WALL BLOCK

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

QTY	Description
53	Regular 24 SF Block
28	24 SF Top Block
6	3 SF Top Block
8	6 SF Top Block
10	End Unit

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

Block Specifications are on the following pages

REQUIREMENTS OF RETAINING WALL BLOCK

QTY	Description
53	Regular 24 SF Block
28	24 SF Top Block
6	3 SF Top Block
8	6 SF Top Block
10	End Unit

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

Block Specifications are on the following pages

APPENDIX 2

EXHIBIT B - BID RESPONSE FORM

Below is the firm 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 6, 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 listed below, submits its bid and agrees to perform its obligations in compliance with those Specifications and other requirements in the bid documents.

Base Bid - Supply and Delivery of Block \$ _____

Name of Firm or Company Submitting Bid _____ Date of Bid _____

Street Address _____ Tax Id # of Bidder _____

City State Zip _____ Web Site of Bidder _____

Printed Name of Bidder Representative _____ Cell Ph. # Bidder Rep _____

Signature Bidder Representative _____ Office Ph. # Bidder Rep _____

Title _____ Email Bidder Rep. _____

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

Notary Public _____ Commission Expiration Date _____

Base Bid - Supply and Delivery of Block \$ _____

- NOTES:**
1. This Bid Response must be notarized.
 2. Please state any exceptions 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 below Bidder Affidavit with its Bid Response.

Street Address _____ Tax Id # of Bidder _____

City State Zip _____ Web Site of Bidder _____

Printed Name of Bidder Representative _____ Cell Ph. # Bidder Rep _____

Signature Bidder Representative _____ Office Ph. # Bidder Rep _____

BIDDER AFFIDAVIT AND WARRANTY

The undersigned warrants, represents 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 6, 2020 bid for Purchase and Delivery of Retaining Wall Block:

- (a) it has not colluded with any other bidders;
- (b) it has not, directly or indirectly, induced any other bidder to submit a sham bid or to refrain from making a bid;
- (c) it has not paid or agreed to pay to any party, either directly or indirectly, any money or other thing of value for assistance or aid rendered to or to be rendered in attempting to procure the contract contemplated in this bid;
- (d) all the information contained in the response to the bid is true and correct; and
- (e) the City may rely on information submitted in the undersigned's Bid Response in awarding the subject contract.

Name of Firm or Company Submitting Bid _____

By: _____
Signature of Bidder Representative

Printed Name: _____

Title: _____

Date: _____

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

Notary Public _____ Commission Expiration Date _____

Base Bid - Supply and Delivery of Block \$ _____

- NOTES:**
1. This Bid Response must be notarized.
 2. Please state any exceptions 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 below Bidder Affidavit with its Bid Response.

Street Address _____ Tax Id # of Bidder _____

City State Zip _____ Web Site of Bidder _____

Printed Name of Bidder Representative _____ Cell Ph. # Bidder Rep _____

Signature Bidder Representative _____ Office Ph. # Bidder Rep _____

APPENDIX 2

SYSTEM COMPONENTS

24 SF BLOCK

CONCRETE VOL. 1.50 CY / 1.15 m³

VOID VOL. 0.32 CY / 0.25 m³ (2 SIDE VOIDS PER BLOCK)

VOID VOL. 0.78 CY / 0.60 m³

Block Wt.	6,000 lbs	2,720 kg
Form Wt.	4,600 lbs	2,090 kg
Concrete Volume	1.50 CY	1.15 m ³
Aggregate Infill	1.60 CY	1.22 m ³
(per face area)	0.1 tons/sf	1,000 kg/m ²

DIMENSIONS AND VOLUMES

SYSTEM COMPONENTS

24 SF TOP BLOCK

CONCRETE VOL. 1.35 CY / 1.03 m³

VOID VOL. 0.31 CY / 0.24 m³ (2 SIDE VOIDS PER BLOCK)

VOID VOL. 0.58 CY / 0.44 m³

Block Wt.	5,400 lbs	2,445 kg
Form Wt.	4,930 lbs	2,235 kg
Concrete Volume	1.35 CY	1.03 m ³
Aggregate Infill	1.24 CY	0.94 m ³
(per face area)	0.1 tons/sf	1,000 kg/m ²

DIMENSIONS AND VOLUMES

STONE STRONG SYSTEMS'
www.stonestrong.com

SYSTEM COMPONENTS

3SF BLOCK

CONCRETE VOL.
0.19 C.Y.
0.15 m³

VOID VOL.
0.21 C.Y.
0.16 m³

Block Wt.	740 lbs	355 kg
Form Wt.	1,820 lbs	825 kg
Concrete Volume	0.19 CY	0.15 m ³
Aggregate Infill (per face area)	.01 ton/sf	1,000 kg/m ²

STONE STRONG SYSTEMS'

DIMENSIONS AND VOLUMES

STONE STRONG SYSTEMS'
www.stonestrong.com

SYSTEM COMPONENTS

END - CORNER BLOCK

CONCRETE VOL.
0.33 C.Y.
0.25 m³

Block Wt.	1,300 lbs	590 kg
Form Wt.	1,650 lbs	750 kg
Concrete Volume	0.33 CY	0.25 m ³

STONE STRONG SYSTEMS'

DIMENSIONS AND VOLUMES

STONE STRONG SYSTEMS'
www.stonestrong.com

SYSTEM COMPONENTS

6SF TOP BLOCK

CONCRETE VOL.
0.33 C.Y.
0.27 m³

VOID VOL.
0.14 C.Y.
0.11 m³

DOUBLE VOID VOL. AND VOLUMES
(2 SIDE VOIDS PER BLOCK)
0.08 C.Y.
0.06 m³

Block Wt.	1,400 lbs	635 kg
Form Wt.	1,955 lbs	885 kg
Concrete Volume	0.5 CY	0.27 m ³
Aggregate Infill (per face area)	0.1 ton/sf	1,000 kg/m ²

STONE STRONG SYSTEMS'

DIMENSIONS AND VOLUMES

STONE STRONG SYSTEMS'
www.stonestrong.com

SYSTEM COMPONENTS

END UNIT

CONCRETE VOL.
0.33 C.Y.
0.25 m³

Block Wt.	1,500 lbs	680 kg
Form Wt.	1,490 lbs	675 kg
Concrete Volume	0.38 CY	0.29 m ³

STONE STRONG SYSTEMS'

DIMENSIONS AND VOLUMES



ADDITIONAL SERVICES

- Edmonds Engineering, Inc. may also perform additional services not included above at the discretion of Edmonds Engineering, Inc. The hourly fee for these services shall be set forth in the hourly fee schedule below, may include, but shall not be limited to:
- Design work not within the "Scope of Work"
- Energy Analysis
- Subjective HVAC system comparison and report of recommendations

Hourly Fee	Hourly Fee
Regional Manager	\$207 / hr.
Team Leader	\$189 / hr.
Group/Account Manager	\$180 / hr.
Project Manager 2	\$166 / hr.
Project Manager 1	\$152 / hr.
IRM Manager	\$130 / hr.
Project Engineer 2	\$110 / hr.
Project Engineer 1	\$107 / hr.
Project Designer 3	\$102 / hr.
Project Designer 2	\$102 / hr.
Project Designer 1	\$102 / hr.
Office Manager	\$80 / hr.

LIMITATION OF LIABILITY

This Addendum limits Edmonds' liability to the sum of \$20,000 or Edmonds' fee, whichever is greater. The limitation shall apply regardless of the cause of action or legal theory/pled or asserted and shall extend to Edmonds' officers, directors and employees. By signing this Proposal, Client agrees to Edmonds' Terms and Conditions, which are attached to this Proposal and are part of this Proposal. Thank you for the opportunity to submit this proposal. We look forward to working with you. If you have any questions, please call.

BIRMINGHAM HUNTSVILLE JACKSON NASHVILLE TUSCALOOSA
WWW.EDMONDSENGINEERING.COM

ADDENDUM TO AGREEMENT BETWEEN THE CITY OF MOUNTAIN BROOK AND EDMONDS ENGINEERING, INC. DATED APRIL 13, 2019

THIS ADDENDUM ("this Addendum") to the principal agreement between the City of Mountain Brook, Alabama ("the City") and Edmonds Engineering, Inc. ("the Contractor") dated April 13, 2019.

This Addendum is a part of the principal agreement, but supercedes and controls any conflicting or inconsistent terms or provisions in the principal agreement, particularly in the event of a conflict between the terms of this Addendum and the principal agreement, the terms of this Addendum shall prevail. The Addendum shall remain in full force and effect with respect to any amendment, extension, or supplement of or to the principal agreement, whether or not expressly acknowledged or agreed to by the City or the Contractor, and shall survive the termination, expiration, or expiration of the principal agreement.

- Definitions.** For purposes of this Addendum, the terms below have the following meanings:
 - "The City"** refers to and includes the City of Mountain Brook, Alabama, and its constituent departments, boards, and agencies.
 - "The (this) Agreement"** refers to the principal contract, agreement, proposal, quotation, 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.
 - "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 all subcontractors and suppliers providing goods, materials, and services to the City, and all persons acting in concert with the Contractor's officers, directors, agents, and subcontractors.
- Arbitration/Mediation/Alternative Dispute Resolution.** The City agrees to arbitrate disputes or to engage in alternative dispute resolution (ADR) if arbitration or ADR is required by the terms of the principal agreement, but only to the extent (i) the rights and remedies available under such arbitration rules or processes do not affect the Contractor's greater relief (e.g., attorney's fees, damages, etc.) than would be available otherwise; (ii) the arbitration rules, ADR process, or other proceedings (including the fees of the arbitrator or mediator) are divided evenly between the parties.
- Attorney's Fees/ Court Costs/ Litigation Expenses.** The City shall not be liable for attorney's fees, court costs, litigation expenses, and like charges except and to the extent such fees, costs,



Appx Sq. Ft.
Fire Station #2 5,000
Fire Station #3 3,758
Total SF 8,758 SF

NOT INCLUDED

- Our Proposal does not include the following:
 - Advertising for bids
 - All-bid drawings
 - Design for renovation of existing facilities

INFORMATION PROVIDED BY CLIENT

- The Client agrees to furnish Edmonds Engineering, Inc. with the following:
 - Existing all-bid drawings of facilities where available
 - An existing equipment inventory list and other equipment documentation where available (i.e. service records, warranty claims, etc.)

FEES

For your request, we offer a lump sum fee per building as follows:
Fire Station #2 \$8,000.00
Fire Station #3 \$6,000.00

PAYMENT

To be made monthly based on percentage of the work completed up to 90% of the fee. The remaining 10% will be paid on delivery of the final report. Any payments due over 60 days shall be subject to interest at the rate of 1% per month, and we warrant that we will not assign or subcontract any part of our obligations under this agreement. All reasonable attorney's fees that we incur for collections shall be paid by the client.

BIRMINGHAM HUNTSVILLE JACKSON NASHVILLE TUSCALOOSA
WWW.EDMONDSENGINEERING.COM



Terms and Conditions

- These terms and conditions are incorporated into the entire agreement between Edmonds Engineering, Inc. ("Edmonds") and the City of Mountain Brook, Alabama ("the City") dated April 13, 2019.
- In providing services under this Proposal, Edmonds shall perform all services in a manner consistent with the applicable laws, rules, regulations, and standards of the State of Alabama and the local jurisdiction, including but not limited to the applicable building codes, fire codes, and other applicable laws, rules, regulations, and standards.
- Edmonds warrants that the services provided hereunder will conform to the applicable laws, rules, regulations, and standards of the State of Alabama and the local jurisdiction, including but not limited to the applicable building codes, fire codes, and other applicable laws, rules, regulations, and standards.
- Edmonds warrants that the services provided hereunder will conform to the applicable laws, rules, regulations, and standards of the State of Alabama and the local jurisdiction, including but not limited to the applicable building codes, fire codes, and other applicable laws, rules, regulations, and standards.
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APPENDIX 3

BIRMINGHAM HUNTSVILLE JACKSON NASHVILLE TUSCALOOSA
WWW.EDMONDSENGINEERING.COM



2 Riverchase Office Plaza
Suite 205
Hoover, AL 35244
(205) 956-2056
Fax: (205) 956-2056
www.edmonds-engineering.com

City of Mountain Brook
PO Box 130020
Mountain Brook, AL 35213

Attention: Steve Boone
Subject: Facilities Assessment
Edmonds Project No.: FES19023

Dear Steve:

We are pleased to offer the following proposal for the assessment of the HVAC, Electrical, Plumbing, Fire Protection, Building Envelope and Roof systems for the subject project.

FACTORY

City of Mountain Brook buildings totaling 8,758 SF and 2 buildings. List of buildings included below.

PROJECT SCOPE / DESIGN SERVICES

- Review existing building documentation and equipment inventory and documentation and provide recommendations for equipment replacement, building envelope and roof systems at 2 facilities (see facilities list below).
- Site survey at facilities to verify and provide additional documentation on equipment at each site as part of the site survey.
- While on site, assess the age and condition of each piece of equipment and provide an engineering opinion of useful life remaining based on inspection and ASHRAE / IEEE recommendations. Provide recommendations for equipment replacement or component replacement / scope identified within the next 5 years.

BIRMINGHAM HUNTSVILLE JACKSON NASHVILLE TUSCALOOSA
WWW.EDMONDSENGINEERING.COM



Accepted by,
City of Mountain Brook

Joy Beach, PE
GROUP MANAGER

BIRMINGHAM HUNTSVILLE JACKSON NASHVILLE TUSCALOOSA
WWW.EDMONDSENGINEERING.COM

**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	Exhibit 6, Appendix 5
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-part tax providers and/or employee availability, schedule and access to accounting records	Exhibit 7
2020-050	Accept the professional services proposal submitted by Maynard, Cooper & Gale, PC with respect to legal services as bond counsel for the City	Exhibit 8, Appendix 6
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	Exhibit 9, Appendix 7
2020-052	Appoint Marjorie K. Colvin to the Jefferson-Blount-St. Clair Mental Health Authority to serve without compensation through April 13, 2026	Exhibit 10, Appendix 8

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.

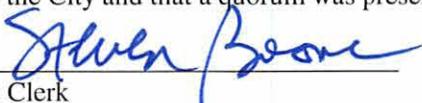

City Clerk
Approved by City Council April 27, 2020

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.

Years of Service Completed	Hours of Vacation Time Accrued per Month (Firefighting Personnel)
Less than 12	10.34
At least 12, but less than 25	15.51
25 or more	20.68

[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

EXHIBIT 4**RESOLUTION NO. 2020-046**

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.

APPENDIX 6

EXHIBIT 9**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 FURHTER 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.

APPENDIX 7

EXHIBIT 10**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.

APPENDIX 8

4/1/2020

City of Mountain Brook Mail - RE: Rule 13.9 and 13.10



Steve Boone <boones@mtnbrook.org>

RE: Rule 13.9 and 13.10

1 message

Crenshaw, Jeffrey <Jeff.Crenshaw@pbjcal.org>
To: Steve Boone <boones@mtnbrook.org>

Wed, 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 Brooks 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 Lorren 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 (of 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 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@pbjcal.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

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2020-043

City of Mountain Brook Mail - RE: Rule 13.9 and 13.10

City of Mountain Brook Mail - RE: Rule 13.9 and 13.10

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 2,688. Therefore, the biweekly hours is 103.38 (2,688/26 biweekly pay periods). It seems our accrual factors should therefore be based on 10.34 and multiples thereof.

	Rule	26-Day Accrual	Difference
< 12 years	10.64	10.34	2.9%
< 25	15.96	15.51	2.9%
> 25	21.28	20.68	2.9%

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 130009
Mountain Brook, AL 35213-0009
Direct: (205) 802-3825
Facsimile: (205) 874-0611

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



March 4, 2020

Mr. Chris Mullins, MSEM, Fire Chief
City of Mountain Brook - Fire Administration Office
102 Tibbett Street
Mountain Brook, AL 35213
(205) 802-3838

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 No. 2 project located at 3785 Locksley Drive. Although we do not wish to be overly formal in our relationship, it is helpful to confirm with our 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 all 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:

- Backup dispatch currently housed at Station 3 (2 staff).
Safe space underground. Not FEMA, but safe for storm operations.
Report room for Police patrol officers.
Four double-depth drive-thru bays, including space for 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 1.
Including the 1 patrol officer & 2 dispatch staff there would be a total of 11 people on site during each shift.
Parking needs to allow for some overlap at shift change. The dispatch/patrol parking could occur off shift change time.
Need for space to install car seats. Ideally this would be under cover out of the rain/snow.
Continue to provide Blood pressure checks.
Parking for the public for these functions.
Possible space to accommodate voting in the future.
Power transformer / coordinate requirement with APCO.
Diesel fuel tank location - fuel for trucks.
Emergency power generator fueled by natural gas.
Trash pick-up is via trash cans (no dumpster).
We discussed possibility of a 2-story section parallel to Locksley with living / public quarters on upper level with storage & other functions on lower (basement) level, opening onto finish floor elevation of the apparatus bay.

CAPRINE ENGINEERING, LLC 200 OFFICE PARK DRIVE, SUITE 215 BIRMINGHAM, ALABAMA 35223 O:(205) 423-5082



Issues with Existing Property

There are a couple of questions that need to be answered to fully understand the limitations of the site where Station 2 is currently located. These questions include:

- Currently, there is no driveway access to Locksley Drive, and there is question about a possible covenant that prohibits a driveway to the Station from Locksley. Adding a new driveway from Locksley is critical to allow for pull-through apparatus bay layout, as the current layout requires stopping traffic on Overtown Road in order for trucks to back into the apparatus bay.
Sanitary sewer is currently via septic system, and it has been very problematic for the Station. The team will explore options to connect to sewer further down Overtown Road. If planning to use septic 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 Kneseth Israel Synagogue (KI) site. It appears that sanitary sewer is available and that 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
- Confirm information gathered at initial project meeting
- Develop outline of building space and site needs and adjacencies
Site Assessment
- Determine and validate the what the existing site conditions and constraints are and whether they are barriers to the program and plan
- Memo describing the pros, cons, and/or viability of the site
Investigation of Options
- Site and building design opportunities will be explored and vetted among design team
Recommended Design Plan
Budget Cost Estimate

DELIVERABLES

- Preliminary conceptual design for site and building. Review and comment by MBFD.
Final conceptual design for site and building. Review and comment by MBFD.
Final Development Plan
- Site plan, key spot elevations, utility routes
- Building floor plan and elevation
- Estimate of construction with specific construction line items

CLARIFICATIONS AND EXCLUSIONS

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

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APPENDIX 1



- Renderings, artwork, presentation boards, or other materials requested by the client beyond those outlined in the deliverables are not included and will be billed as a reimbursable at 1.2x actual costs.

FEES/COMPENSATION

Table with 3 columns: Description, Type, Amount. Row: Feasibility Study, Lump Sum, \$15,000

HOURLY RATE SCHEDULE

Table with 4 columns: Position, Rate, Position, Rate. Rows include Principal Civil Engineer (\$150/hr), Project Civil Engineer (\$110/hr), Graduate Civil Engineer (\$80/hr), Principal Architect (\$185/hr), Senior Project Architect (\$165/hr), Project Architect (\$145/hr), Architectural Associate I (\$135/hr), Architectural Associate II (\$115/hr), Architectural Associate III (\$100/hr), Senior Interior Designer (\$135/hr), Interior Designer I (\$115/hr), Interior Designer II (\$100/hr), Interior Consultant (\$100/hr), Architectural Project Administrator (\$100/hr).

TERMS OF ENGAGEMENT

Services described above shall be provided 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 our 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 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 those rights.
This agreement may be terminated by either party upon 30 calendar 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 the 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 reimbursements 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 to the extent 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 construction phase of any project.
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 thereafter waiving any such terms and conditions but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

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- The invalidity of any portion of this agreement will not and shall not affect the validity 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 from or resulting from any failure to perform in accordance with the terms of this agreement where the cause of such failure shall include, but not be limited to, acts of God; strikes, lockouts, or other industrial disturbances; wars, whether declared or undeclared, blockades, insurrections, riots, or governmental action; explosions, 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 worker's compensation acts and claims for bodily injury, death, or property damage that may arise from the performance of this agreement. Certificates of such coverage will be provided to Client upon request.
Client shall provide Caprine Engineering safe access to the project site necessary for Caprine Engineering to provide the services outlined.
Caprine Engineering grants to Client a limited license to use documents or plans created for the Client. Reuse of any documents or other deliverables pertaining to the project by the Client other than for the project for which documents or deliverables were prepared without written verification by Caprine Engineering shall be at the Client's risk, and violates 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 consequential or special damages against 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 schedules 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 does not control Client's safety program and shall not be responsible for the means, methods, or procedures used by the Client, Client's contractor, or others for construction procedures or the health and safety of the Client, Caprine Engineering subcontractors, or others incident to this contract.
It is agreed that this agreement shall be governed, construed, and enforced in accordance with the laws of the State of Alabama. Client agrees that all disputes with Caprine Engineering related to this contract for services shall be handled through mediation unless otherwise agreed between both parties. If mediation should fail, any suit filed based on this agreement must be filed in the courts of Jefferson County, Alabama.

CAPRINE ENGINEERING, LLC 200 OFFICE PARK DRIVE, SUITE 215 BIRMINGHAM, ALABAMA 35223 O:(205) 423-5082



Payment Terms

- This project is undertaken with the express understanding that the invoices for services of Caprine Engineering and related expenses should be paid in a timely manner. 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.
- Caprine Engineering may, without legal consequences, suspend services until payment is received. Client also agrees to pay reasonable attorney's fees and costs Caprine Engineering may incur in the event an action is commenced to collect on unpaid invoices.
- Invoices outstanding over thirty calendar days shall accrue interest at the rate of 1% per month.

I would be pleased to answer questions Client may have or 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 Eckroate

Chris Eckroate, P.E.
Caprine Engineering, LLC

Acceptance:

I accept terms and conditions in this letter.

Date: _____ Client Representative: _____

CAPRINE ENGINEERING, LLC 200 OFFICE PARK DRIVE, SUITE 213 BIRMINGHAM, ALABAMA 35223 G:(205) 423-5082

ADDENDUM TO AGREEMENT BETWEEN THE CITY OF MOUNTAIN BROOK AND CAPRINE ENGINEERING, LLC DATED APRIL 13, 2020

THIS ADDENDUM ("the/this Addendum") 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 supersedes and controls any conflicting or inconsistent terms or provisions in the principal agreement, particularly to the extent the conflicting or inconsistent terms or provisions purport either to (a) confer greater rights or remedies on the Contractor than are provided herein or under otherwise applicable law, or to (b) reduce, restrict, or eliminate rights or remedies that would be available to the City under otherwise applicable law. The addendum shall remain in full force and effect with respect to any amendment, extension, or supplement of or to the principal agreement, whether or not expressly acknowledged or incorporated therein. No agent, employee, or representative of the City is authorized to waive, modify, or suspend the operation of the Addendum or any of its terms or provisions without express approval of the Mountain Brook City Council.

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 (this) Agreement" refers to the principal contract, agreement, proposal, quotation, 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, and 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 arbitration or ADR is required by the agreement as a means of resolving disagreements arising thereunder or is a precondition to the pursuit of other legal remedies, but only to the extent (1) the rights and remedies available under such arbitration rules or processes do not afford the Contractor greater relief (e.g., attorney's fees, damages, etc.) than would be available under otherwise applicable law, (2) the venue for the arbitration or mediation proceeding is in Jefferson County, Alabama, and (3) the costs of such proceedings (including the fees of the arbitrator or mediator) are divided evenly between the parties.
3. Attorney's Fees; Court Costs; Litigation Expenses. The City shall not be liable for attorney's fees, court costs, litigation expenses, and like charges except and to the extent such fees, costs,

Page 1 of 3

APPENDIX 1

and charges would be assessed against the City under applicable law in the absence of any contractual provision imposing or assigning liability therefor.

- 4. Late Payment Charges; Fees; Interest. The City shall not be liable for any late payment charges, 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. Contested 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 indemnify, hold harmless, or release the Contractor or any other person, firm, or legal entity for, from, or with respect to any claim, cause of action, 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 entity for any actual or alleged default or other breach of legal duty on the part of the Contractor or any person, firm, or entity in privity therewith 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 disavowed, excluded from the terms of the agreement, and void.
- 6. Choice of Law; Choice of Venue or Forum. The meaning, 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 conflict-of-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 create a right or remedy in favor of the Contractor against the City, or 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 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Contractor's hiring practices to execute an affidavit to this effect on the form supplied by the Board and return the same to the City. Contractor shall also enroll in the E-Verify

Page 2 of 3

Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the Board may require to confirm Contractor's enrollment in the E-Verify Program. Contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If Contractor receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the City and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If Contractor violates any term of this provision, this Agreement will be subject to immediate termination by the City. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the City from any and all losses, consequential damages, expenses (including, but not limited to, attorney's fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph.

DATED this 13th day of April, 2020.

Caprine Engineering, LLC

City of Mountain Brook, Alabama

By: _____

By: _____

Its: _____

Its: _____

Page 3 of 3

2020-046

April 13, 2020

TO: Mayor, Council, and City Manager
FROM: Dana Hazen, City Planner

SUBJECT: Conditional Use for MPower Fitness, 2419 Canterbury Road

Attached please find background resolutions from 2016 and 2018, whereby the council approved fitness classes in the mornings and late afternoons only, and then later approved private instruction between the hours of 10:30 and 4:30, with the conditions that the instructions be limited to no more than 3 clients and 1 instructor at any given time, that there be no music during the private instructions, and that the level of noise be acceptable to the adjoining tenants.

At this time, the applicant requests to add in two group classes, one at 11:00 a.m. and one at noon, M-F. The proposed number of clients per class is ten. Music is proposed in conjunction with these two classes. The proposed classes are to be offered from such time the COVID-19 restrictions are lifted until public schools resume operation.

April 3, 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 5am-10:30am and 4:30p-7:30p. Due to our community demographic, pre-Covid our busiest classes are the 8a and 9a time frame when stay 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 under crisis as these times will no longer work for our demographic.

I am writing you to request a temporary allowance to teach classes at 11a and 12p 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, 2018 with further references dating back as early as March 2016 for you.

Thank you in advance for your time and stay well.

Emma Suttles
Owner, MPower Pilates 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 5am-10:30am and 4:30p-7:30p. Due to our community demographic, pre-Covid our busiest classes are the 8a and 9a time frame when stay at home mothers have dropped kids at school/daycare.

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I am writing you to request a temporary allowance to teach classes at 11a and 12p 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, 2018 with further references dating back as early as March 2016 for you.

Thank you in advance for your time and stay well.

Emma Suttles
Owner, MPower Pilates City Council

APPENDIX 3

Minute Book, 89

EXHIBIT 5

RESOLUTION NO. 2018-005

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby approves an amendment to the conditional service use which was approved by Resolution 2016-041 on March 28, 2016 (an application submitted by Emma Suttles to allow pilates and spinning classes at 2419 Canterbury Road), to include private instruction between the hours of 10:30 and 4:30, subject to the following conditions:

1. That private instruction be limited to no more than 3 clients and 1 instructor at any given time.
2. That no music be played in conjunction with the private instruction and level of noise acceptable to adjoining tenants.

APPENDIX 4

EXHIBIT 6

RESOLUTION NO. 2018-006

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to issue a purchase order and to execute such other documents that may be determined necessary with respect to the City's engagement of Father Nature to remove and dispose of invasive plants from the Invidible Terrace.

APPENDIX 5

EXHIBIT 7

Human Trafficking Awareness Month

WHEREAS, human trafficking is a very real problem facing the world today. Although it can take many forms, including debt bondage, forced marriage, slavery and commercial sexual exploitation, in every case it goes against the core principles of individual freedom and civil rights that our state and nation stand for. The City of Mountain Brook, Alabama is committed to ensuring that our community remains on the front lines in combating this deplorable crime; and

WHEREAS, due to its secretive and illegal nature, it is difficult to accurately quantify the extent of human trafficking. However, the U.S. Department of State estimates that anywhere from 600,000 to 800,000 people are trafficked across international borders each year. Most victims of human trafficking are women or children who have been marginalized and isolated from society. The difficulty in grasping the full scope of this problem can be further compounded because people often turn a blind eye to it; and

WHEREAS, the first step in eliminating human trafficking is to educate others. We must work to ensure that all our residents are aware of this problem and how to spot it. We must work together as a community so that human traffickers are punished and to protect and assist their victims. Through the vigilance and perseverance of our citizens, effective enforcement of justice will someday be a reality; and

WHEREAS, we ask all residents of this community to join us in raising the visibility of this crime whose victims are all too often invisible. Together, we can become more informed about this pressing issue and work to combat its injustices.

NOW, THEREFORE, I, Stewart H. Welch III, Mayor of the City of Mountain Brook, do hereby proclaim January 2018, as "Human Trafficking Awareness Month" in Mountain Brook, Alabama.

RESOLUTION NO. 2016-041

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 Emma Suttles to allow pilates and spinning classes at 2419 Canterbury Road, subject to the following condition:

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

ADOPTED: This 28th day of March, 2016.

Stewart H. Welch III
Council President

APPROVED: This 28th day of March, 2016.

Richard P. Welch
Mayor

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.

Steven Boone
City Clerk



MPOWER Fitness is interested in the retail space located at 2419 Canterbury Road, currently Mulberry Heights Antiques, and is seeking conditional use approval from Mountain Brook City Council. MPOWER is owned and will be operated by Emma Suttles.

MPOWER will focus on Reformer Pilates classes, but will also offer early morning and evening spin classes Monday-Friday. Each class is extremely small with only 10 available spaces. Realizing parking is at a premium in the area, the proposed class times illustrated in the below table are designed to avoid the peak operating hours of most neighboring businesses. When no classes are scheduled, the studio will be closed.

One of MPOWER's three core principles is giving back to our community. MPOWER is excited to provide a portion of proceeds from every class a student takes to local charities. MPOWER yourself. MPOWER the Community.

EXHIBIT A

Day of Week	Class Time	Type of Class	Maximum Attendance	Anticipated/Average Attendance	Number of Employees
Monday-Friday	6a	Pilates and Spin	20	12-16 students	3
Monday-Friday	7a	Pilates and Spin	20	12-16 students	3
Monday-Friday	8:30a	Pilates	10	6-8 students	2
Monday-Friday	9:30a	Pilates	10	6-8 students	2
Monday-Friday	Studio closed from 10:30a-4:30p		0	0	0
Monday-Friday	4:30p	Pilates	10	6-8 students	2
Monday-Friday	5:30p	Pilates and Spin	20	12-16 students	3
Monday-Friday	6:30p	Pilates	10	6-8 students	2
Saturday	8a	Pilates	10	6-8 students	2
Saturday	9a	Pilates	10	6-8 students	2
Saturday	10a	Pilates	10	6-8 students	2
Saturday	11a	Pilates	10	6-8 students	2
Sunday	12:30p	Pilates	10	6-8 students	2
Sunday	1:30p	Pilates	10	6-8 students	2
Sunday	2:30p	Pilates	10	6-8 students	2

Contact information:
 Emma Suttles
 emsuttles@gmail.com
 213-258-7566

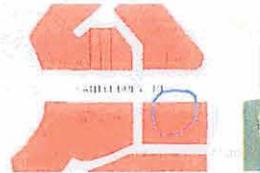


CITY OF MOUNTAIN BROOK
 Dana O. Hazen, AICP
 Director of Planning, Building & Sustainability
 56 Church Street
 Mountain Brook, Alabama 35213
 Telephone: 205/802-3821
 Fax: 205/879-6913
 hazen@mtbrook.org
 www.mtbrook.org

DATE: March 24, 2016
 TO: Mayor, City Council & City Manager
 FROM: Dana Hazen, City Planner
 RE: Conditional Use - MPOWER (Pilates)
 2419 Canterbury Road (currently Mulberry Heights Antiques)

The proposed conditional use is a pilates/spinning studio. The pilates method to be employed is reformer pilates, which utilizes large reformer equipment, and the spinning classes utilize stationary bicycles, both of which serve to limit class size.

The attached letter from the applicant details the proposed class schedule and number of instructors/students for each session. Classes will last 45-50 minutes, which will serve to alleviate some potential "stacking" of cars and clients as they exit and enter back-to-back sessions. The applicant has made a commendable attempt to conduct 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 (2414 Canterbury Road), was approved by the council on April 27, 2015 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. - 4 p.m. 1-2 private sessions
 Between 4 p.m. - 5 p.m. <= 15 clients
 After 5 p.m. <= 30 clients
 Sunday
 <= 30 clients (30 minutes between classes)

APPENDIX 3



EXHIBIT A

2018-005

2020-048

Agreement for Consulting Services
South Brookwood Road Fuller Creek Culvert Repair
Effective April 13, 2020

This Agreement for Consulting Services ("Agreement") is entered into by and between The City of Mountain Brook, Alabama (hereinafter the "Client"), and Schoel Engineering Company, Inc., hereinafter the "Consultant" effective as of the date above.

In consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Client and Consultant agree as follows:

GENERAL PURPOSE

This Agreement is for professional Consulting Services associated with the design and repair to a culvert under South Brookwood Road, located in Mountain Brook, Alabama (the "Project").

PROJECT OVERVIEW

A tributary of Fuller Creek passes under South Brookwood Road in a 14-foot diameter metal culvert. The invert of the culvert has largely eroded away. Utilizing a competitive bid process required by Title 39-2-1 et. seq. of the Code of Alabama (the "Public Works Act"), Client will select a contractor to perform the Project (the "Contractor").

Consultant anticipates it will complete those Services outlined below in sections 1-3 of the Scope of Services by May 30, 2020.

SCOPE OF SERVICES

1. Boundary Survey of ROW of South Brookwood Road

The Consultant will field survey the location of the ROW of South Brookwood Road in order to understand the location of access, easements, and the site of the culvert repair. The detailed scope for the Survey is as follows:

- Field Survey property boundaries and ROW boundaries in study area considering the location of the culvert.
Draft final CAD drawings.
If Consultant retains a sub-consultant to perform the Survey, Consultant will advise Client's Project Representative of the Party's Identity and that Representative shall approve their retention before that phase of Services is performed.

Lump Sum Fee \$4,300 - Payable within 30 days after invoice evidencing completion of this Service.

- Design of Culvert Repair: The Consultant will prepare Construction Documents for the culvert repair.
Assistance with Bid and Award: The Consultant will assist with the preparation of the bid documents.
Construction Administration: The Consultant will provide oversight and coordination of the construction process.

7. Traffic Engineering or Consulting (which is to be provided at site by Contractor)

FREE SUMMARY

Table with 2 columns: Phase and Fee. Phase 1 - Boundary Surveying: \$ 4,300; Phase 2 - Design and CDE: \$ 15,500; Phase 3 - Assistance with Bid and Award: \$ 5,800; Phase 4 - Construction Administration: \$ Not to Exceed 5,000.

The above fees are inclusive of all expenses or charges that Consultant may incur in connection with provision of Services on the Project, including travel, mail, courier services, communication and a commercially reasonable quantity of copying and reproduction expenses.

SCHEDULE OF HOURLY RATES - EFFECTIVE THROUGH 12/31/2020

Table with 2 columns: Position and Hourly Rate. Senior Principal: \$275.00 per hour; Principal: \$ 200.00 per hour; Chief Land Surveyor: \$ 200.00 per hour; Senior Project Manager: \$ 150.00 per hour; Project Manager: \$ 140.00 per hour; Assistant Project Manager: \$ 130.00 per hour; Senior Professional: \$ 140.00 per hour; Project Professional: \$ 115.00 per hour; Staff Professional: \$ 100.00 per hour; Senior Designer / Survey Drafter / Specialist: \$ 100.00 per hour; Designer / Survey Drafter / Specialist 2: \$ 85.00 per hour; Designer / Survey Drafter / Specialist 1: \$ 75.00 per hour; Field Survey Party: \$ 175.00 per hour; Laser Scanning and Registration: \$ 3,000.00 per day; Modeler: \$ 125.00 per hour; Admin Support/Intern: \$ 70.00 per hour.

GENERAL TERMS AND CONDITIONS

- 1) Services performed under this Agreement will be conducted in a manner consistent with that level of care and skill exercised by members of the profession currently practicing under similar conditions.
2) Consultant agrees that, to the fullest extent permitted by law, it will defend, indemnify, reimburse and hold Client harmless from the expenses (including those for attorney's fees, litigation costs and court expenses), damages (including those for bodily injury, death or damage to Client's property or that owned by third parties) and losses that Client might incur that arise from the following types of claims, causes, suits or actions relating to the Project, the Project site, or Consultant's breach of its obligations under this Agreement (collectively, "Claims"):
(a) professional liability claims by the Client against the Consultant to the extent caused by Consultant's negligent performance of its professional services contemplated hereunder ("Professional Liability Claims"); provided that (i) Consultant's total liability for a Professional Liability Claim (including, but not limited to, those arising from its

- o Cover Sheet
o Topographic Plan
o Site Layout Plan
o Photographic Documentation Plan
o Storm Profile Sheet
o Design Details

- Preparation of technical specifications
• Submittal to the City for review

Lump Sum Fee \$ 15,500 - Payable w/in 30 days after invoice evidencing completion & approval of these Services. Consultant does not anticipate retaining any sub-consultant to assist it to perform this phase.

3. Assistance with Bidding, Award, and Contracting

The Consultant will prepare the front-end documents for the bid process. The Consultant will manage the bid process in compliance with the Public Works Act, review the bids, and assist in the final selection of the Contractor to perform the work. The Detailed Scope for this phase of the Project is as follows:

- Develop bid documents, in accordance with the Client's requirements
• Attend pre-bid conference
• Address questions posed by prospective bidders, issue clarifications if required
• Attend bid opening
• Review bids
• Assist in the selection of the Contractor

Lump Sum Fee: \$ 5,800 - Payable w/in 30 days after invoice & completion of this phase of Services. Consultant does not anticipate retaining any sub-consultant to assist it to perform this phase.

4. Construction Administration

The Consultant will perform Construction Review to evaluate the Contractor's general conformance with plans and specifications. The Consultant will review Shop Drawings, and work with the Contractor and Client in solving any minor construction related problems that may arise. The Consultant will review and approve pay request and assist with project closeout. The detailed scope is as follows:

- Review of shop drawings
• Construction observation to be performed on an as-needed basis and at the direction of the Client
• Attendance at OAC meetings during construction
• Minor construction related issues to be resolved by the Consultant if a finding of field conditions or as agreed upon by the Client
• Close out of Project

Fee: Not to Exceed \$5,000. At the conclusion of this phase of the Project, Consultant will invoice Client for its actual (performed) costs to provide these Services based on the Schedule of Hourly Rates set forth below. Consultant estimates its fee for this Phase of Services will be \$5,000. Client will not pay more than \$5,000 in fees for Services in this phase, unless agreed by the parties in a subsequent writing. Consultant does not anticipate retaining any sub-consultant to assist it to perform this phase.

OPERATIONS EXCLUDED FROM SCOPE OF SERVICES

- 1. Corps of Engineers Permitting (not required)
2. Construction Stabroot
3. Full Construction Engineering and Inspection (CEI) (not assumed to be required)
4. Preparation of construction easement documents (if any required)
5. Design to replace or completely re-line outcut
6. Design of flow diversion or pumping systems (design-build by Contractor)

negligence, errors and omissions, or those alleging strict liability, breach of contract or breach of warranty) shall not exceed the minimum limits of the Consultant's Professional Liability insurance coverage required herein in subsection 7(b) below; and (ii) nothing in this provision obligates Consultant to indemnify Client from a Professional Liability Claims resulting from Client's negligence or willful misconduct;

(b) any Claims for bodily injury, death, or property damage by third parties against the Client that arise out of any "occurrences" as that term is defined by Consultant's policy of Commercial General Liability insurance required in section 7(b) below, provided that (i) Consultant's total liability under this provision shall not exceed the amount of the minimum limits of the Comprehensive General Liability policy required in subsection 7(b) below; and (ii) nothing in this provision shall obligate Consultant to indemnify the Client for Claims by third parties that result from the sole negligence or the willful misconduct of the Client. Nothing herein is intended or shall be interpreted to demand or require Consultant to defend or indemnify the Client from and against any third-party claims, demands, actions, proceedings or suits alleging or in any way arising out of Consultant's breach of its professional services obligations or warranty hereunder, except to the extent provided for in subsection (a) above.

3) The fees for different phases of Services in this Agreement are based on the Scope of Services herein. If the above outlined Scope of Services is changed, or if there are other services that may be requested by the Client, these additional services will be performed at the above hourly rates, or as a result for that the parties will negotiate to their mutual satisfaction. If construction of the Project is delayed and completed more than six (6) months following the anticipated completion date set forth herein, the Consultant reserves the right to adjust its Hourly rates for inflation costs on a year-year interval from the date of this proposal.

4) If a claim, dispute, and other controversy arises between Consultant and Client concerning this Agreement or the alleged failure to perform their respective responsibilities hereunder (a "Dispute"), the respective Project Representatives for the Parties will use good faith efforts to amicably resolve such Dispute. If the Dispute is not resolved by the Project Representatives, it will be escalated to the senior official or manager level of each party for consideration. If a Dispute other than as a result of Client's failure to pay amounts undisputedly due hereunder is not resolved at the senior level, it will be submitted to mediation before, and as a condition precedent to, either party availing themselves of remedies provided by law. Mediation shall be held in the county where the Project is located, and if the parties cannot agree on a mediator, then one shall be appointed by the American Arbitration Association (AAA). The parties agree to equally split the cost billed by the mediator.

5) Services not expressly set forth in writing as basic or additional services and listed in the proposal to this Agreement are excluded from the scope of the Consultant's Services, and the Consultant assumes no duty to the Client to perform them unless agreed in a subsequent writing.

6) Client, at its expense, will provide the Consultant with all required site information, existing plans, reports, studies, project schedules and similar information that is contained in Client's files. The Consultant may rely on the information provided by the Client without verification. The Client shall participate with the Consultant by providing all information and criteria in a timely manner, review documents and make decisions on project alternatives to the extent necessary to allow the Consultant to perform the Scope of Services within established schedule.

7) Consultant's Insurance. For the duration of the Project and the Agreement and for limits not less than stated below, Consultant, at its sole expense, shall maintain the following insurance with a company(ies) lawfully authorized to do business in Alabama and reasonably acceptable to Client:

(a) Professional Liability with minimum limits of not less than One Million Dollars (\$1,000,000.00) covering claims to the extent caused by Consultant's negligent performance of professional services or breach of professional warranty. This Professional Liability policy shall include coverage on an occurrence basis;

APPENDIX 5

(b) Comprehensive General Liability with minimum limits of not less than One Million Dollars (\$1,000,000.00), combined single limit and aggregate for bodily injury and property damage. This Comprehensive General Liability policy shall include coverage on an occurrence basis for premises operations, products/completed operations, assumed contractual obligations, and independent contractors and

(c) Workers Compensation/Employer's Liability: Workers' Compensation as required by statute and Employer's Liability with limits of Five Hundred Thousand Dollars (\$500,000) per occurrence.

Consultant may satisfy its insurance obligations hereunder through a combination of primary, umbrella and excess policies. Before commencement of any Services, the Consultant shall provide Client a certificate(s) of insurance evidencing compliance with the requirements in this section. Further, through an endorsement, Client shall be named as additional insured on the Comprehensive General Liability and any applicable umbrella and excess policies

8) All reports, plans, documents, materials created by Consultant or its work product from its Services (collectively, the "Instruments of Service") shall remain the property of the Consultant, and are intended solely for use related to this Agreement and construction of the Project. Notwithstanding, Consultant grants Client a perpetual license to distribute to any third party, reproduce or otherwise use any of the Instruments of Service for purposes it deems reasonably necessary that relate to construction of the Project or conditions at the Project site. Client agrees and acknowledges any reuse of the Instruments of Service for purposes outside of this Agreement or the Project, or any failure to follow Consultant's recommendations in these Instruments without Consultant's written permission, shall be at the Client's and other user's sole risk.

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

Additionally, at Client's convenience and without cause or default by Consultant, Client may suspend or cancel the Agreement, performance of Services or work on the Project at any time by providing written notice to Consultant. In the event of such suspension or cessation, Client will compensate Consultant for Services performed up to through the date of that notice.

10) Delayed Performance/Force Majeure Events. Neither party to this Agreement shall be liable to the other for any failure to perform its respective obligations (including payment obligations) under it during any period in which its performance is delayed by circumstances beyond its reasonable control, such as fire, flood, war, embargo, strike, riot, or the intervention of any governmental authority (a "Force Majeure Event"). However, the delayed party must promptly provide the other, with written notice of the Force Majeure Event, that delayed party's that its performance will be suspended only for the duration of that Event, and, if that Event lasts longer than 30 days, then the other party may immediately terminate, in whole or in part, this Agreement by giving written notice to the delayed party.

11) The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity 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.

12) Consultant shall not be responsible for construction safety or construction preparedness at the Project site, nor will it be responsible for the quality of the work performed by the Contractor or any subcontractors that are not retained by it.

13) At Client's request and for its convenience, Consultant may provide documents and its work product in electronic format. Data, words, graphical representations, and drawings that are stored on electronic media or which are transmitted electronically, may be subject to uncontrollable alteration. The printed, signed and sealed hard copy is the actual professional instrument of Service. In the event of a discrepancy between the electronic document and the hardcopy document, the hardcopy document will prevail.

23) Amendment. Neither this Agreement nor any of the provisions herein may be amended or modified except in accordance with the terms of a substantial written instrument that is signed by both parties.

24) This instrument sets forth the entire understanding between the parties concerning the matters herein, and unless expressed herein, all oral representations, prior negotiations, understandings, agreements, conditions, and terms discussed between them prior to acceptance and signing of this Agreement are of no effect and are deemed to have merged herein.

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

(Signature Page Follows)

14) This Agreement is entered with the expectation that it is not being used in a price comparison with other firms. Alabama law prohibits licensed engineers and land surveyors from participating in any process that solicits prices from two or more licensed engineers or land surveyors simultaneously. The law defines this practice as bidding and participation by a licensee is prohibited. If this agreement is being used in this manner, we must by law, withdraw this agreement from consideration.

15) Limitation of Liability. In no event may Consultant recover from Client any special, incidental, consequential or any other indirect damages whatsoever of any description (including, without limitation, damages for lost profits, lost advantage, lost opportunity, loss of savings or revenues or for increased cost of operations) or amount arising from the Client's breach of its obligations hereunder or suspension or termination of this Agreement.

16) Project Representative. Each party shall appoint a representative who shall coordinate with the other party on all matters related to the performance of the Services and the administration of this Agreement (the "Project Representative"). Any notices required hereunder shall be sufficiently given when sent to the appropriate Project Representative via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or by personally delivering such notice to the party to be in receipt thereof.

17) This Agreement may be executed in counterparts each of which when executed by the parties shall be deemed to be a complete original. An electronic or facsimile copy of the executed contract or counterpart shall be deemed, and shall have the same legal force and effect as, an original document.

18) Any forbearance or delay on the part of Client in enforcing any of its rights under this Agreement shall not be construed as a waiver of such rights. No terms of this Agreement shall be waived unless expressly waived in writing.

19) Consultant may 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 bestow any benefit, right or privilege to any third party.

21) Consultant is an independent contractor of Client. This Agreement does not create any partnership, joint venture or principal-agent relationship between the parties. Further, Client retains no control or authority with respect to its means and methods in which Consultant (or any of its employees or representatives) performs their work or Services.

22) Immigration Law Compliance. Consultant represents and warrants to Client that: (i) it does not knowingly employ, hire, for employment, or continue to employ, in Alabama, an "unauthorized alien," as defined by the Reagan-Romano Alabama Taxpayer and Citizen Protection Act, §31-13-1, et seq., Code of Alabama 1975, as amended (the "Act"); (ii) it has enrolled or will enroll in the E-Verify program prior to performing any Services on the Project in Alabama and shall provide documentation establishing that it is enrolled in the E-Verify program; (iii) during the performance of this Agreement, the Consultant, its employees, and its subcontractors are required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations; (iv) it will comply with all applicable provisions of the Act with respect to subcontractors, if any, that it engages on the Project by entering into an agreement with or by obtaining an affidavit from each subcontractor providing work on the Project in Alabama that such subcontractors are in compliance with the Act with respect to their participation in the E-Verify program; (v) Consultant further represents and warrants that it shall not hire, retain or contract with any subcontractors to work on the Project in Alabama which it knows is not in compliance with the Act; and (vi) by signing this Agreement, it affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if Consultant is found to be in violation of this provision, it shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

Whereas, the undersigned, duly authorized representatives of the parties execute this Agreement on behalf of their respective organization on the date(s) shown below:

CITY OF MOUNTAIN BROOK, ALABAMA (CLIENT)

By: Stewart H. Welch III
Its: Mayor
Date:

SCHOEL ENGINEERING COMPANY, INC. (CONSULTANT)

By: Walker Schoel III
Walker Schoel III
Its: 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 names of the respective Project Representatives.

Company: _____
Client: _____
Street Address: _____
City, State, Zip: _____
Phone Number: _____ Fax Number: _____
Email Address: _____
Client's Project Number: _____ Client's Purchase Order Number: _____
Consultant's Project Representative: _____
Client's Project Representative: _____

Barry A. Staples
DIRECT 205.254.1859
EMail: bstaples@maynardcooper.com

April 2, 2020
Page 2

April 2, 2020

Sam Gaston (gaston@mtnbrook.org)
City Manager
City of Mountain Brook, Alabama
VIA EMAIL

Agreement for Legal Services as Bond Counsel
for
City of Mountain Brook, Alabama

Maynard, Cooper & Gale, P.C. ("Maynard") accepts 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 purposes 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; and
- (2) Upon the issuance of the Warrants, deliver a legal opinion as to the validity of the Warrants and the excludability of interest thereon from gross income for certain federal and State of Alabama income tax purposes, which opinion shall be based upon existing law, the certification of facts (without independent investigation by Maynard) by the City and other persons and an opinion of Bishop, Colvin, Johnson & Kent, LLC, as counsel to the City, and subject to (i) standard exceptions for judicial discretion, governmental police powers, and bankruptcy laws, and (ii) the completion to the satisfaction of Maynard of all legal proceedings and all applicable legal requirements.

Fees and Expenses

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 its legal fees and expenses.

The City proposes to issue its General Obligation Warrants, Series 2020 (the "Warrants") for the purposes 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; and
- (2) Upon the issuance of the Warrants, deliver a legal opinion as to the validity of the Warrants and the excludability of interest thereon from gross income for certain federal and State of Alabama income tax purposes, which opinion shall be based upon existing law, the certification of facts (without independent investigation by Maynard) by the City and other persons and an opinion of Bishop, Colvin, Johnson & Kent, LLC, as counsel to the City, and subject to (i) standard exceptions for judicial discretion, governmental police powers, and bankruptcy laws, and (ii) the completion to the satisfaction of Maynard of all legal proceedings and all applicable legal requirements.

Term and Termination of Agreement and Engagement

The City and Maynard agree that (a) 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 (i) 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 (b) upon termination of this Agreement (i) Maynard shall return 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 or pertain to 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 _____
Its _____	Its _____

Terms and Conditions of Acceptance and Engagement

The City and Maynard agree that (a) 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 (i) 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 (b) upon termination of this Agreement (i) Maynard shall return 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 or pertain to 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.

Attorney-Client Relationship

The City and Maynard agree that (a) this Agreement creates an attorney-client relationship between the City and Maynard for the performance by Maynard of only the traditional legal services described herein; provided, however, the representation of the City by Maynard will not affect the responsibility of Maynard to deliver an objective legal opinion with respect to the Warrants; (b) Maynard has not represented itself as a financial advisor or financial expert regarding the issuance of municipal securities or municipal financial products; (c) the City has consulted its own financial and other advisors to the extent it has deemed appropriate in connection with the Transaction; and (d) during the term of this Agreement, Maynard will not represent or act as counsel to, or as intermediary between or among, any other person or entity involved (i) in the Transaction unless Maynard determines that such representation is not adverse to the City or the potential for adversity to the City is remote or minor or involves a matter unrelated to the Transaction, or (ii) in any matter adverse to the City.

Acknowledgements and Waivers

Maynard currently serves as national litigation counsel to Associated Pharmacies, Inc. ("API") in a complaint filed on March 15, 2018 (1:18-op-45558-DAP), the City joined other plaintiffs to file suit against 26 defendants regarding opioid manufacturing and distribution (the "Litigation"). The Litigation was subsequently transferred to the Opioid MDL pending in federal district court in Ohio (the "MDL Proceeding"). While Maynard represents API in the MDL Proceeding and has advised API in connection with the Litigation, it has not appeared as counsel of record specifically in the Litigation, which is currently stayed by order in the MDL Proceeding. Upon the execution of this Agreement by the City, Maynard agrees that it will not represent API in the Litigation against the City during the pendency of this engagement. In the event the stay is lifted or the Litigation otherwise moves forward during this engagement, API will be represented by other counsel with respect to the claims asserted by the City. However, Maynard will continue to participate in the Litigation with respect to claims asserted by plaintiffs other than the City. We do not believe our representation of API with regard to the Litigation to date will adversely affect our representation of the City in the Transaction. However, we want to make the City aware of this representation, and we request your consent to proceed with our representation of the City in light of our prior representation of API in the Litigation. The City's execution of this Agreement will be sufficient to indicate its consent.

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APPENDIX C



2020-051

April 9, 2020

Re: OPEB Trust Investment Policy

The City's retiree medical (OPEB) trust, established in 2008, has adopted the same investment policy as the City. As of September 30, 2019, the City had a total OPEB liability of approximately \$6 million and trust investments of approximately \$3 million.

Because the OPEB trust is invested exclusively in fixed income securities, the OPEB liability has been determined using a 3.5% discount rate.

A recommendation was made by the Finance Committee last summer that the City consider revising the OPEB investment policy and introduce a mix of debt and equity securities.

The Mayor, City Manager and Finance Director met with various investment advisors and are recommending the City engage Regions Investment Management to assist in the development of a conservative investment policy statement with the expressed objective of achieving a net return of 5.5% and 2) manage the OPEB trust investments.

Upon implementing this change, GASB standards will allow the actuary to determine the total OPEB liability using a 5.5% discount rate which will result in a reduction of the total liability by \$1 million or more effective September 30, 2020.

The funds held in the trust are not needed for the foreseeable future. Currently, the City is paying 100% of the net retiree medical premiums and other operating costs of the trust and depositing \$300,000 annually into the trust. The expectation is that by increasing the investment returns, eventually the City should fully fund the OPEB liability and conceivably reduce the annual trust deposit which is paid from the General Fund.

Asset Class	Long-Term Expected Real Rate of Return
Domestic Equity	6.0%
Corporate Bonds	5.0%
Certificates of Deposit	1.0%
Cash	0.0%

Discount Rate. The discount rate used to measure the total OPEB liability was 3.5%. The projection of cash flows used to determine the discount rate assumed that City contributions will be made at rates equal to the actuarially determined contribution rates. Based on those assumptions, the OPEB plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on OPEB plan investments was applied to all periods of projected benefit payments to determine the total OPEB liability.

Sensitivity of the net OPEB liability to changes in the discount rate. The following represents the net OPEB liability of the City, as well as what the City's net OPEB liability would be if it were calculated using a discount rate that is one percentage point lower (2.5%) or one percentage point higher (4.5%) than the current discount rate:

	1% Decrease (2.5%)	Current Rate (3.5%)	1% Increase (4.5%)
City's net OPEB liability	\$ 3,584,084	\$ 2,904,202	\$ 2,313,402

Handwritten notes: \$1.1 - 1.2 million impact, \$2313402, \$2904202, \$2313402, \$1.8 million

Sensitivity of the net OPEB liability to changes in the healthcare cost trend rates. The following represents the net OPEB liability of the City, as well as what the City's net OPEB liability would be if it were calculated using healthcare cost trend rates that are one percentage point lower (4.5%) or one percentage point higher (6.5%) than the current healthcare trend rates:

	1% Decrease (4.5%)	Current Rate (5.5%)	1% Increase (6.5%)
City's net OPEB liability	\$ 2,282,049	\$ 2,904,202	\$ 3,619,194

7. Commitments and contingencies

The City is charged by the Jefferson County Commission for shared services. The assessments for shared services charged to the City during 2019 and 2018 were as follows:

	2019	2018
Property tax commissions	\$ 225,406	\$ 220,451
Maintenance of maps and appraisals	260,838	239,057
Jefferson County Health Department	126,765	124,045
Birmingham-Jefferson County Transit Authority	121,987	121,451
Personnel Board of Jefferson County	226,644	281,200
Birmingham Regional Planning Commission	12,350	12,350

With the exception of the Personnel Board and Planning Commission costs, the above expenses are deducted from ad valorem property taxes remitted by the Jefferson County Tax collector (Note 1.5.) to the City of Mountain Brook. For financial reporting purposes, the City grosses-up the General Fund ad valorem tax revenues and general government expenditures by these amounts.

APPENDIX 7

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, hereafter 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 rebalancing policies
- Measurement and evaluation of investment performance
- Policies and guidelines for Investment Managers

A. Policy

Trust assets 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 identified 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, terminating, or replacing the Investment Consultant.
5. Reviewing and addressing all potential conflicts of interest.

The Investment Consultant is responsible for:

1. Selecting, rebalancing, terminating, and making tactical shifts between Investment Managers.
2. Monitoring the appropriateness of each Investment Manager's strategy given the overall investment strategy, philosophy, and objective.
3. Monitoring the investment performance of each Investment Manager relative to its established benchmark and peer group.

4. Overseeing Trust assets and reporting on the status of the investments to the Finance Committee.
5. Sourcing and managing the liquidity needs of the Trust as it relates to both periodic withdrawals and contributions.

C. Investment Goals and Objectives

Background

In June 2004, the Governmental 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 other (than pension) postemployment benefits (OPEB).

GASB 45 requires: (1) recognition of the cost of benefits in periods when the related services are received by the employer. Benefits may include medical, dental, vision, hearing, life, and other health related benefits; (2) certain financial statement reporting and notes; (3) an actuarial study every 2 years for organizations to determine the annual required contribution (ARC); and (4) reserving funds to cover retiree post-employment benefits. An irrevocable trust fund is recommended by GASB 45 but is not a requirement of GASB 45. However, properly funding the trust will reduce the organization's long-term post-employment benefit liability.

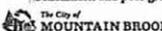
Return

The expected return objective for the portfolio is to provide an annualized total return, net of fees, equivalent to 5.5% over a full market cycle, which is defined as a seven to ten-year time period. Additionally, the City Council has set a goal of outperforming, net of all investment expenses, a blended market index which best represents the strategic asset allocation of the Trust's overall investment structure.

Blended Total Portfolio Benchmark (based on the asset allocation described in Section D below):

50.00%	S&P 500 Value
50.00%	Barclay's Capital U.S. Aggregate Bond Index

- The S&P 500 Value Index is a market-capitalization-weighted index developed by Standard and Poor's. The Index represents the value companies of the S&P 500 Index, a widely recognized benchmark of U.S. stock market performance that is dominated by the stocks of large U.S. companies. The index looks to track the value companies of the S&P 500 as identified by the following factors: book value to price ratio, earnings to price ratio, and sales to price ratio.
- The Barclays Capital U.S. Aggregate Bond Index is the most common index used to track the performance of investment grade bonds in the U.S. The Index is weighted according to market capitalization. Treasury securities, mortgage-backed securities (MBS) foreign bonds, government agency bonds and corporate bonds are some of the categories included in the index. The bonds represented are medium term with an average maturity of approximately 4.5 years. In all, the index represents about 8,200 fixed-income securities with a total value of approximately \$15 trillion (about 43% of the total U.S. bond market). To be included in the index, bonds must be rated



Investment grade (at least Baa3/BBB) by Moody's and S&P. However, almost 80% of bonds represented in the index have an AAA 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 be 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 blended benchmark as defined above.

The investment goals above are the objectives of the aggregate Trust, and are not meant to be imposed on cash Investment Manager.

D. Asset Allocation

Diversification across asset classes is a core principle of prudent portfolio management. Academic research suggests that the decision to allocate assets among various asset classes will far outweigh security selection and other decisions that impact portfolio performance. The asset class targets and ranges below show 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 act and react 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 Investment Consultant's tactical investment policy so long as it is within the acceptable ranges listed. Any proposed investment changes outside these ranges must be approved by the Finance Committee prior to being implemented. Asset allocation targets and ranges should be reviewed by the Finance Committee annually.

Target Asset Allocation

	Tactical Minimum	Strategic	Tactical Maximum
U.S. Large Cap Equity	0%	0%	0%
U.S. Small/Mid Cap Equity	0%	0%	0%
U.S. Equity	0%	0%	0%
U.S. Investment Grade Bonds	25%	35%	45%
Non-U.S. Bonds	0%	0%	0%
High Yield Bonds	0%	0%	0%
Other	0%	0%	0%

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 for



potential rebalancing back to target or initial allocations. The Investment Consultant retains the ability to not rebalance the Trust back to target or initial allocations based on market conditions, economic events or account activity if allocations remain within the permissible ranges.

Further liquidity guidelines: Investments may be made through a combination of externally managed portfolios (separately managed accounts / models), commingled funds, and partnerships with various liquidity terms. At all times, 100% of the Trust should offer daily liquidity.

E. Asset Class Guidelines

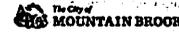
1. Cash is intended to serve as the principal source of liquidity for operating cash flow for the Trust. It will be invested in only the safest assets including Treasury bills, Agency notes, or very safe money market instruments that focus on Treasury bills and equivalents. The focus is on safe, highly liquid assets as opposed to generating significant yield. There are no manager-specified limits for cash.
2. The purpose of the Fixed Income allocation will be to (i) provide current income to support operating cash flow, (ii) provide capital stability during uncertain economic times, and (iii) to provide overall portfolio diversification. As a result, both credit quality and preservation of principal will be a core emphasis of this allocation thus positions in investment grade securities issued by sovereign governments, corporations and/or 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 in selecting equity managers is to generate average annual compounded returns higher than the relevant broad market indices (i.e., S&P 500 Value), not of fees, over full market cycles (7-10 years). However, these returns are subject to significant variability over short- to medium-time periods of less than five years.

F. Restrictions

1. There shall be no short-selling, options trading, financial futures, securities lending, or other specialized investment activity without prior approval of the City Council, except as a purchase of another security or as part 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 leasebacks.
3. The Trust may not invest in separate accounts, open-end investment companies, or other commingled funds whose primary investment strategies do not follow the guidelines set forth in this statement.

G. Cash Flows and Rebalancing

Interest and dividends generated by Investment Managers will generally be re-invested according to the Investment Manager's mandate. The Investment Consultant will be responsible for making choices about additions or withdrawals to or from different Investment Managers, as per Section B (Roles and Responsibilities) as well as Section E (Asset Allocation).



APPENDIX 7

H. Meeting Schedule

The Investment Consultant will meet with the City Council or Finance Committee, at the City Council's discretion, in person or via conference call at least once a year, and at other times deemed necessary by the City Council and/or Finance Committee, to review the performance and Trust's compliance with Investment Policy objectives and guidelines.

I. Policy Review

This Investment Policy Statement will be reviewed annually by the Finance Committee, at the request of the City Council, who shall advise the City Council that such Investment Policy should be either reaffirmed or amended.

Adopted this day _____

By: _____



**Marjorie K. Colvin
3425 Overton Road
Birmingham, Al. 35223**

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.