The City Council of the City of Mountain Brook, Alabama met informally by way of Internet video conference at 5:30 p.m. on the 14th day of September, 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 Carl Johnson, City Manager Sam Gaston, and City Clerk Steven Boone.

1. AGENDA

1. Proposed change orders for Fields 3-7 at the Athletic Complex—Dale Brasher of Goodwyn, Mills and Cawood (Appendix 1).

Dale Brasher:
- Sam Gaston, Shanda Williams Billy Pritchard, Phil Black and Tommy Prewitt inspected the site with Mr. Brasher and Bill Shea
- Brasher, Williams and Shea are preparing comprehensive list of possible changes
- The Board of Education is supposed to discuss the possible change orders at its September 14 meeting

Tommy Prewitt:
- The Board of Education (BOE) meeting is ongoing and thus far the issue of the Athletic Complex change orders has not been discussed
- The BOE is of the opinion that the water/sewer line running across Field 6 needs to be relocated to restore water to the softball building and that this cost should be applied against the contract contingency
- The scoreboard power and power to new concession stand should be paid from the contract contingency
- Regarding the request to add seven light poles, the BOE was not involved in the 2019 lighting project. The lighting may well need to be modified but the BOE may not be in a position to participate in the cost of the project.

Council member Pritchard:
- Likely the lighting cannot be done prior to the fall ball season. Is it safe to say the lighting should be delayed until later in the year?
Brasher:
- It is his understanding that Musco will likely be able to set the poles and install the lights prior to the fall season. There may be some wiring and other components of the installation that cannot be completed.

Pritchard:
- Thinks the poles and other Field 7 improvements should be delayed until after the fall season.

Bill Shea:
- Pressing to get the lights installed immediately due to access.
- Right or wrong, Shea ordered the poles a couple of weeks ago and are scheduled for delivery by September 28 at the latest.
- The underground cabling needs to be done before the poles arrive.
- Believes the poles can installed (wiring and aiming the lights may not be finished).
- Contractually, the contractor has until October 14 to turn the fields over. It is estimated that the fields will be ready for fall ball by October 3.
- State inspections need to be scheduled too before the fields can be released for play.
- The Field 5 lighting project was paid solely by Dick Shea.
- The 2019 lighting project made substantial improvements in the lighting but there remains some shading and glare that needs to be addressed hence the need for additional poles and reconfigurations.
- Believes the heavy equipment part of the lighting can be complete before the fall season.

Pritchard:
- If the lighting is started but not completed, will the fall season be impeded in any way.

Shea:
- Musco stated that the lights will be delivered no later than the 28th allowing a week for the poles to be set.
- Wiring may not be complete.

Shanda Williams:
- Can the poles be installed but not remove the existing poles so that lights fixtures can be transferred one field at a time to avoid any disruptions of lighting?

Shea:
- That is an option worth pursuing.
- At a minimum, Field 3 lighting needs to be addressed.

Pritchard:
- Wants to know what are the critical issues that need to be addressed over the next two weeks in order for the fall season to start on time.

Shea:
- If the BOE does want to implement some of the recommended changes, they can be removed from the list.

Pritchard:
- The subcommittee needs to meet on site to try once again to identify what items must be addressed immediately and a special council meeting may need to be called in order to avoid delays.

Shea:
- Some of the suggested changes need to be implemented to protect the investment.
- If the surrounding dirt is not addressed, the dirt will turn to mud and kids will be tracking the mud onto the turf.
The subcommittee will meet Tuesday afternoon on site.

2. Proposal by the Birmingham Water Works Board (BWWB) to place a water line on the side of the new Caldwell Mill Road bridge—Sammy Harton of Gresham Smith (Appendix 2).

The members of the City Council expressed their opposition to the BWWB installing its water main on the exterior wall of the bridge.

3. Request for additional funding by Gresham Smith for the coordination of the BWWB project on the Caldwell Mill Road bridge—Blair Perry of Gresham Smith (Resolution No. 2020-155 was added to the formal meeting agenda.)

4. Drainage study report for Northcote Drive—Mark Simpson of Schoel Engineering (Appendix 3).

This project is estimated to cost $150,000 and will be scheduled in fiscal 2022.

5. Junior High detention pond construction plans—Mark Simpson of Schoel Engineering (Resolution No. 2020-156 was added to the formal meeting agenda.)

Mark Simpson:
- The cost estimates is below the bid law limit
- Suggests that a video inspection be made of the drainage line
- Design fees are $9,500, construction administration and related services are not to exceed $3,500, contractor selection fees are not to exceed $3,500 and the video inspection should be approximately $2,500.

[Regarding the contract, since this is under the bid law limit the project does not have to be submitted to the State Building Commission. Either the City or BOE could enter into the construction contract. It was the recollection of Council members Shelton, Pritchard and Black that the City was going to cover the cost of the construction. Council members Smith and Womack expressed their agreement. Because the project does not have to go to the Building Commission, the City will enter into the construction contract.]

6. Property at the end of Briar Oak Drive, in Vestavia Hills, and possible impact on Mountain Brook—Dana Hazen (Appendix 4).

Dana Hazen:
- The Vestavia property lies at the end of Briar Oak Drive
- The property is 525,000 square feet in area
- The property is zoned R2, single family
- The real estate marketing material suggests the property can be developed into fifteen parcels (limited by approximately 50% due to the considerable flood plain)
- Residents are concerned about traffic and likely silt entering the river
- The City has no real jurisdiction with respect to this development

Chris Powanda:
- The neighborhood is concerned about the increased traffic
- Vestavia seems to be a little more developer-friendly than other cities
It is estimated there could be an increase in traffic volume of 130 to 150 vehicles daily if developed as marketed all on Mountain Brook infrastructure.

There is also concern that the zoning could be changed from R2 to R3.

If a retaining wall were constructed, development could occur within the flood plain.

The wooded area will likely be drastically reduced thereby threatening the waterway.

The residents are facing 3-4 years of construction activity during the development phase.

The property is expected to sell at auction on September 15, 2020.

There are close to 300 signatures on a petition who are opposed to this potential development.

Requests the City intervene to ensure the neighborhood is not adversely impacted.

Mr. and Mrs. Richard Goldstein:

- It is a joy for he and his wife to watch the neighborhood children playing along the street.
- Wishes to preserve the status quo.

Another resident of 40 years:

- Chose this street because it is quiet and safe.
- Likes to walk along the street.
- Expressed concern about the development.
- Why has Mountain Brook not done more to protect the residents?

Council President Smith:

- The City has no power or authority over this development.
- The City does enjoy a good relationship with Vestavia and will remain vigilant in monitoring the development.

Hazen:

- It is possible that there may only be one public hearing assuming the property is not rezoned and that would be to address the subdivision itself.
- The City likely does not have authority to request a bond on Briar Oak Drive. However, if the condition of Briar Oak Drive is assessed prior to construction and damage does occur, the City could ask Vestavia not to release its bond until Briar Oak issues have been remediated.
- Runoff/erosion regulations are generally ADEM regulations. The City can monitor runoff as it impacts its properties and coordinate with Vestavia officials to monitor such events.

Council member Black:

- If there are no legal measures the City has to protect its interests and assets, the City should look for other measures (like bonds) to protect its infrastructure.

Council member Shelton:

- Is vacating the end of Briar Oak Drive an option to effectively stop this development?

President Smith:

- The property owner would have to be supportive of any proposed vacation.

Powanda:

- Questions whether Vestavia provided notice to the affected residents of the R2 zoning after the property was annexed.
Hazen:
- The property may not have been "rezoned" at the time of annexation
- Municipalities have some discretion as to how such properties are handled with respect to zoning of annexed properties

Leigh Hessler:
- Is also concerned about utilities and power disruptions that will likely increase if the property is developed
- There has been some interest by Mountain Brook residents in purchasing the property but they wanted to remain in Mountain Brook

President Smith:
- The City has never requested another City de-annex a property so that Mountain Brook could annex it

Hazen:
- Petitions for annexation or de-annexation must originate from the property owner

Pritchard:
- Suggested that the City wait to see what happens at the auction on September 15

Hazen, regarding rumors or a garden home development:
- Garden homes are typically constructed on lots of approximately 8,000 square feet and would likely require rezoning

7. Traffic study counts on the closure of Beech Circle—Richard Caudle of Skipper Consultants
(Continued until September 28, 2020.)

8. Request for a lower speed limit and a stop sign on Briar Oak Circle—Dee Brightwell (Appendix 5).

Dee Brightwell:
- The neighborhood would like the speed limit lowered to 15 miles per hour
- There are numerous children in the area
- Wants the stop sign to inhibit delivery trucks traveling along the street
- Who will disagree with a 20 mile per hour speed limit when everyone on the street wants it

Richard Caudle:
- Studied this street in May
- The street is currently posted at 30 miles per hour
- Recommended the speed limit be reduced to 25 miles per hour and also the requested stop sign
- Aside from school zones, there are no other streets in the City with a 15 mile per hour posted speed limit
- 20 miles per hour streets are generally reserved for very high pedestrian traffic areas
- The speed limit of nearby Overton Trail is 20 miles per hour
Chief Cook:
- It is always a concern for law enforcement when a traffic calming measure is implemented to achieve a desired result for a segment of the driving public
- An example is East Street in Vestavia with its 15 mile per hour speed limit is almost impossible to comply with and the residents generally do not comply either

Ordinance No. 2077 was added to the formal meeting agenda. The City Manager is to mail affected residents a letter informing them that the City Council shall consider a stop sign at the intersection at its next meeting on September 28, 2020.

9. ClasTran request for $1,000 funding in FY 2021—Shari Spencer, Executive Director of ClasTran

(Resolution No. 2020-157 was added to the formal meeting agenda.)

Shari Spencer:
- The Birmingham Regional Paratransit Consortium (dba ClasTran) is a 501(c)3 organization that provides transportation services to people over the age of 60 and those with disabilities in Jefferson, Shelby and Walker Counties
- In 2020, ClasTran received $1,000 from Mountain Brook and provided about 50 trips
- For the last two quarters, ClasTran has provided 140 trips

10. Amend Safer at Home policy to open water fountains at City parks and playing fields—Shanda Williams (Resolution No. 2020-154 was added to the formal meeting agenda.)

11. Review of the other matters to be considered at the formal (7 p.m.) meeting.

2. ADJOURNMENT

There being no further comments or discussion, Council President Smith adjourned the pre-meeting at approximately 7:15 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 September 14, 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 September 28, 2020
Dale,

Please see the attached spreadsheet with the list of items that we have been discussing. I’ve separated out the items that P&R can purchase directly in yellow. I’ve already issued Net Connections a purchase order for the score tables but I’m sure we can get that swapped over to P&R without a problem. I had to get them ordered so they can be delivered by Oct 2 (see attached proposal).

Here are my notes about some of the other items:

- **Item #5**: Are the existing irrigation boxes that were used for the old sprinkler systems. They need to be demolished, removed and backfilled because they are a tripping hazard.
- **Item #8**: P&R is going to cut down the trees and remove them but we are removing the stumps.
- **Item #9**: We are demolishing the block but any other improvements such as seating or hooks for hanging backpacks should be by P&R. We recommend removing the angled seating at this end of the dugout for access to this area for the kids’ equipment storage during games. We will leave the doors in place for P&R to decide what they want to do.
- **Item #10**: This has to be done now. We are going to add an inlet by the batting cage to drain all of this water into the lines that we laid on either side of the batting cage two years ago. We will slope this down from the area between the dugouts and from each curb of Fields 5 and 6 to properly catch all of this water instead of it doing onto the fields.
- **Item #11**: See attachment from Musco with 7 new light pole locations, which will greatly improve lighting on Fields 4-7 that were using shared poles that resulted in some shadows and glare issues. This will fix all of that and allow shades to be used on bleachers without interfering the lighting from shared poles. This price includes Musco as well as Stone doing the underground work and also the removal of two poles that are being abandoned.
- **Item #13**: During regrading of all fields, the electrical from the press boxes to score boards was torn out and that was unavoidable. Stone is going to figure out the best way to get power to all 5 scoreboards but this will have to be T&M so the amount listed is budget but hopefully has it covered. He is also going to add outlets at each backstop.
- **Item #14**: This doesn’t have to be done now and requires some planning but Musco and Stone are going to come up with a way to light the batting cages and Field 7 bullpen. If all cages are going to be covered this winter and have interior lights, then maybe we don’t spend this money right now.

The total for Items 1-15 less the $25k contingency and P&R direct purchase items is $217,000, not including bond premium. I think it might be good to add $25k to the change order amount so we keep the full $25k contingency for anything else that comes up but that’s your call.

Shaun is out today so let me know if this is okay as a change order request or if there is a form that I need to fill out or send you a formal letter.

Thanks.

Regards,

Bill Shea
Morris-Shea Bridge Company, Inc.
Shea Brothers, LLC
609 South 20th Street
Birmingham, AL 35210 USA
shea@morris-shea.com
205-656-4516 (office)
205-697-3244 (mobile)

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**APPENDIX 1**

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### MINUTE BOOK 91

Morris Shea Bridge Company  
Mountain Brook Youth Complex  
Change Order Log

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Amount</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Install New Waterline Across Field 1</td>
<td>1</td>
<td>LS</td>
<td>$77,000.00</td>
<td>$77,000.00</td>
<td>Paid for from contract contingency</td>
</tr>
<tr>
<td>Erectate Sewer &amp; Water Line for Softball Building</td>
<td>1</td>
<td>LS</td>
<td>$15,000.00</td>
<td>$15,000.00</td>
<td>Paid for from contract contingency - DB</td>
</tr>
<tr>
<td>Deduct Batter's Eye at Field 6 and Pads at Field 7</td>
<td>1</td>
<td>LS</td>
<td>$18,000.00</td>
<td>$18,000.00</td>
<td>Added to contract contingency fund - DB</td>
</tr>
<tr>
<td>Remove Wall behind LF @ Field 5 near Cape</td>
<td>1</td>
<td>LS</td>
<td>$1,500.00</td>
<td>$1,500.00</td>
<td></td>
</tr>
<tr>
<td>Demo Existing Irrigation Boxes</td>
<td>1</td>
<td>LS</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
<td></td>
</tr>
<tr>
<td>Drainage Commissioner Basin @ Fields 3, 4 &amp; 5</td>
<td>4</td>
<td>EA</td>
<td>$1,000.00</td>
<td>$4,000.00</td>
<td></td>
</tr>
<tr>
<td>Fencing Poles for Field 3</td>
<td>1</td>
<td>LS</td>
<td>$30,000.00</td>
<td>$30,000.00</td>
<td>2 each side by side 12’ x 50’</td>
</tr>
<tr>
<td>Tree Stump Removal (P&amp;K Cut Down &amp; Haul Off Trees)</td>
<td>6</td>
<td>EA</td>
<td>$150.00</td>
<td>$900.00</td>
<td></td>
</tr>
<tr>
<td>Demo Blocks to Extend Drainage System &amp; Improve Ventilation</td>
<td>8</td>
<td>EA</td>
<td>$1,000.00</td>
<td>$8,000.00</td>
<td>Field 3, 4, 5, 6 - sealing changes &amp; other work by P&amp;K</td>
</tr>
<tr>
<td>Concrete Pavement &amp; Drainage between Field 3 and 6</td>
<td>1</td>
<td>LS</td>
<td>$20,000.00</td>
<td>$20,000.00</td>
<td></td>
</tr>
<tr>
<td>Add 7 Light Poles, Mount &amp; Install Light Fixtures, Underground Conduit</td>
<td>1</td>
<td>LS</td>
<td>$135,000.00</td>
<td>$135,000.00</td>
<td>7 of 17 poles are at Field 7 - School Board $5</td>
</tr>
<tr>
<td>Field 7 Bullpen (raise grade, pour wall)</td>
<td>1</td>
<td>LS</td>
<td>$25,000.00</td>
<td>$25,000.00</td>
<td>In the contract - DB</td>
</tr>
<tr>
<td>Concrete Power Source at Fields 3-7</td>
<td>5</td>
<td>EA</td>
<td>$3,000.00</td>
<td>$15,000.00</td>
<td>All but $6,500 can be covered in contingency but contractor will be financially responsible for the remainder of the work - DB</td>
</tr>
<tr>
<td>Lights at Cages &amp; Field 7 Bullpen</td>
<td>6</td>
<td>EA</td>
<td>$1,500.00</td>
<td>$9,000.00</td>
<td>BUDGET</td>
</tr>
<tr>
<td>Remaining Wall behind LF @ Field 4</td>
<td>1</td>
<td>LS</td>
<td>$2,000.00</td>
<td>$2,000.00</td>
<td>This allows grade to be raised by concession at Field 7</td>
</tr>
<tr>
<td>MLB Score Platforms @ Fields 3, 4, 5</td>
<td>4</td>
<td>EA</td>
<td>$7,000.00</td>
<td>$28,000.00</td>
<td>P&amp;A to purchase directly</td>
</tr>
<tr>
<td>Configure Wireless Broadcast &amp; Controllers @ Fields 3, 4, 5, 6</td>
<td>1</td>
<td>LS</td>
<td>$8,875.00</td>
<td>$8,875.00</td>
<td>P&amp;A to purchase directly</td>
</tr>
<tr>
<td>Outfield Wind Screen - Field 3, 4, 5 &amp; 6 (1220 SF)</td>
<td>1</td>
<td>LS</td>
<td>$6,500.00</td>
<td>$6,500.00</td>
<td>P&amp;A to purchase directly</td>
</tr>
</tbody>
</table>

**Subtotal**  
$191,775.00

**Contingency in Current Contract**  
$25,000.00

**Total (Excluding Bond)**  
$216,775.00

### APPENDIX I

Mountain Brook Youth Complex  
Contingency Log

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Amount</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Install New Waterline Across Field 3</td>
<td>1</td>
<td>LS</td>
<td>$17,000.00</td>
<td>$17,000.00</td>
<td></td>
</tr>
<tr>
<td>Erectate Sewer &amp; Water line for Softball Building</td>
<td>1</td>
<td>LS</td>
<td>$15,000.00</td>
<td>$15,000.00</td>
<td></td>
</tr>
<tr>
<td>Scoreboard Power Source at Fields 3-7</td>
<td>5</td>
<td>EA</td>
<td>$3,500.00</td>
<td>$17,500.00</td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal**  
$49,500.00

**Contingency in Current Contract**  
$25,000.00

**Total remaining balance outside of contingency (responsibility of contractor)**  
$6,500.00

J:\Minutes & Agendas\Council\2020\20200914 Minutes.doc  
September 14, 2020
September 4, 2020

Customer: Bill Shea
Location: Mtn Brook Youth Sports Complex

PROJECT SCOPE: Scoreboard Tables
Provide all labor, material and equipment necessary to provide Steel fabricated score tables. Tables will be fabricated in Birmingham and will be designed on basic layout to match Sportsfield Product # CCST0080. The tables will use steel tubing instead of Aluminum. The project scope includes a two year installation warranty.

Furnish and Install the following:
4 Each – Steel tubing fabricated score tables to match basic design of Sportsfield product CCST0080. Including Bench.
5" wide x 8" long x 9' high.
Cost ................................................................. $7,100.00 each x 4 = $28,400.00

Will Deliver on or before October 2, 2020.
All changes or modification must be approved by Bill Shea

Exclusions and Clarifications:
• Proposal assumes clear access to site for required equipment.
• Proposal excludes any repairs to turf, drives, walkways, roads as result of accessing required equipment for installation of netting system.
• Excludes applicable sales and use taxes.
• Excludes the cost any permits, bonds, performance and payment bonds or other specialty licenses that may be required.

Payment: Per contract

Prices quoted in effect for 30 days

7355 Gaordon Hwy
Trussville, AL 35173

Office 205-508-5902
Fax 205-508-6770

APPENDIX I
Caldwell Mill Road Bridge Replacement

Proposed Water Main Relocation Work Description

- The existing 6” water main under the creek conflicts with the proposed footings for the new bridge (new bridge is wider than the existing bridge).
- BWWB advised that they cannot bore a new water main under the creek due to the high cost. BWWB proposed attaching the relocated water main on the bridge as a cheaper option.
- At some point during the construction of the new bridge, BWWB will shut off the water main under the creek at the two adjacent valves on either side of the creek. All residences near the bridge site will still have water service during construction. This will allow the City’s contractor to remove the conflicting portions of the existing water main and construct the new footings for the bridge and wingwalls.
- Contech will provide provisions for installation of water main brackets into the downstream headwall of the bridge. BWWB will provide the water main size and weight information as well as the location of the brackets. The City’s contractor for the bridge project will provide and install the brackets on the headwall of the bridge for the relocated water main. The City’s contractor will also install the rock facing on the headwall of the bridge around the water main brackets.
- After the new bridge is constructed, BWWB will come in and relocate the water main attached to the downstream bridge headwall using the brackets installed on the headwall. The new water main will be upgraded to an 8” water main.
- This plan will allow the City to go ahead and bid and construct the bridge replacement project prior to the relocation of the water main.
Example of a similar Contech bridge with water main attached. Note that the Caldwell Mill Rd bridge will have a stone barrier rail instead of guardrail shown here.
Drainage Report – Northcote Drive

Mountain Brook, Alabama  August 21, 2020

Discussion

A drainage problem exists in the vicinity of 3668 Northcote Drive which is located some 200 feet north of the intersection of Northcote with Warrington Road. At this location, a significant drainage way of around 74 acres crosses Northcote Drive approximately 130 feet from its confluence with a major tributary to Fuller Creek. The existing pipe that crosses Northcote Drive is a 36-inch equivalent arch pipe with a cross-sectional area of approximately 7 square feet. The improved stream channel upstream of the pipe is a 5-foot-wide by 4-foot deep channel section with a cross-sectional area of approximately 20 square feet.

With the area of the downstream pipe being much less that the upstream channel, stormwater will jump out of the channel and flow overland across the street and downstream residential lot towards the tributary to Fuller Creek for severe storm events. This overland flow has caused damage to improvements on the residential lot.

In order to improve drainage conditions at this location it is proposed that the existing pipe be replaced with a larger pipe. With flows estimated to approach 300 cubic feet per second for the 25-year return period event, a pipe with cross sectional area of around 56 square feet is desired.

Survey measurements at Northcote Drive indicate that the outside top of a pipe under Northcote Drive must be 2.5 to 3 feet below the roadway surface (elevation 579.5) to be clear of the roadway and utilities. The elevation of the receiving stream is 570.3 at the location of the confluence. Allowing for a culvert slope of approximately 1% would set the culvert grade at Northcote at approximately 572. With this limitation, the greatest possible vertical dimension of a culvert would be four feet.

Options for Replacement Pipe

<table>
<thead>
<tr>
<th>Pipe Size</th>
<th>Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 ft x 6 ft box culvert</td>
<td>24 sq-ft</td>
</tr>
<tr>
<td>3 ft x 6 ft box culvert</td>
<td>18 sq-ft</td>
</tr>
</tbody>
</table>

With the upstream channel being rectangular it is believed that a box-culvert section that would approximate the existing channel cross section would be the most effective design. The final choice between 4 ft x 6 ft and 3 ft x 6 ft section would depend on the available vertical dimension and the detailed location of utilities. Please refer to the exhibit that depicts the proposed pipe replacement.

The pipe replacement generally follows an existing storm drainage easement. It is possible that some additional easement may be required to accommodate the proposed design.

This study scope does not include Construction Documents. It is possible that Mountain Brook Public Works can self-perform the work, based on the recommendations provided herein. Alternately, Construction Documents can be developed that could be bid and the work performed by a chosen contractor.
Sam Gaston

From: Ronall Vaughn <vaughn@mtnbrook.org> on behalf of Ronal1 Vaughn
Sent: Tuesday, September 08, 2020 9:25 AM
To: Sam Gaston; Steve Boone
Subject: Pwd: Northcote

More information concerning Northcote Drive drainage.

Ronnie Vaughn
Public Works Director
City of Mountain Brook AL
3579 East Street
Birmingham, Alabama 35243
205.802.3865 Office
205.967.2631 Fax
vaughn@mtnbrook.org

-------- Forwarded message --------
From: Mark Simpson <msimpson@school.com>
Date: Mon, Aug 24, 2020 at 12:03 PM
Subject: RE: Northcote
To: Ronald Vaughn <vaughn@mtnbrook.org>
Cc: Walter Schoel III <wally@school.com>

Ronnie,

The cost estimate for the work is $130-150K. This was priced based on installing the 6'x4' culvert. If a 6'x3' is required, then the cost would likely go down some.

I was able to get pricing from a local contractor that I worked with recently in Homewood on a similar project.

Thanks,
-Mark
Thanks much.

Have a good weekend

Sent from my iPhone

On Aug 21, 2020, at 3:45 PM, Mark Simpson <msimpson@school.com> wrote:
DATE: September 14, 2020

TO: Mayor, City Council, City Manager, and City Attorney

FROM: Dana Hazen

RE: Briar Oak Drive Potential Development in Vestavia Hills

Subject lot is a 525K square-foot Vestavia Hills property, located at the end of a Mountain Brook Street near Overton Village.

Said property is for sale (has been for some time), and the MB neighborhood has concerns that they wish to share with the council. There is no action (or yet) requested at this time; the neighborhood wants to make the council aware of that a potential 15-lot Vestavia subdivision that may transpire. The neighborhood is seeking support and assurance from the city of MB that it will respond to any related construction concerns as to the use of Briar Oak Drive for construction traffic, and other development related "pains." The city of MB’s inspections department will be happy to coordinate with that of VH in the event that any constructed related regulations are not upheld.

Here is a map showing a similar density (23 lots) on adjoining MB properties were the lot sizes range from 15,000 – 22,000 square feet; so the potential 15-lot (as advertised by real estate flyer) subdivision in VH would likely be in keeping with the surrounding MB density.

The MB planning department has been in touch with that of VH to confirm that the zoning of the site is R-2, and allows one lot per 15,000 square feet. Given the gross square footage of the lot, this would translate to 35 lots, however, by the time consideration is given to any potential lot configuration, street layout, and the floodway/floodplain, the maximum that could likely be developed is 15 lots.

The most notable limitation on the subject lot is that more than 3/5 of it is in the floodway (red) or floodplain (grey); neither or which is developable. (Please disregard the grey MB/VH delineation line from county maps, the red jurisdictional boundary is correct.

Web Maps

If a developer wanted to build according the existing zoning (R-2, 15,000sf lots) then the only opportunity for public input would be a VH planning commission hearing with regard the

APPENDIX 4
subdivision arrangement (street layout, sidewalk, curbs/gutters, etc). State enabling legislation says that if a proposed subdivision meets the existing zoning and subdivision regulations then the PC must approve it.

So, there is little opportunity for the city of MB to effect change on the subject lot, but we may give every assurance that we can enforce whatever regulations we have with regard to the use and upkeep of the MB roads during construction, and we will be available to assist with coordination between the two city's departments of inspections, as needed.

Lower Dunbarton Neighborhood Residents

Concerns over potential/proposed Vestavia Hills Development at 3963 Briar Oak Drive
- Vestavia Hills city planning not aligned with current Mountain Brook planning and zoning regs.
- Current zoning of R-2 Residential
- Potential for further negative zoning changes by VH R-3.
- Number of homes both proposed and feasible too many
- Potential (HIGH) of decreasing the property values of the current residents of the neighborhood
- Increased traffic through the neighborhood-ongoing. Residents and service providers, utilities, food services, (ships), delivery companies-Significant increase exponential for each home
- Significant construction traffic during development, heavy equipment, dump trucks, cement trucks, workers...
- 3-4 year disruption due to construction
- Uptick in residential crime from massive influx of out of town workers-burglaries and theft of property
- Landlocked VH neighborhood requiring use of MB infrastructure/already overburdened
- Increased speed in the neighborhood with VH residents
- Increased traffic on Overton Road and its by-passes
- Utility strain from adding more homes to the service
- Loss of natural appeal of the neighborhood-trees/timbers from lot clearing/opens up MB residents back yards to the backs of proposed new homes
- Residents bought here because it was a quiet dead-end street with MB planning and zoning
- Concern over First Responder access and services of proposed VH neighborhood
- Tax dollars from the development (new homes) not benefiting MB and its residents
- Ongoing Impact to the Cahaba River during construction
- Loss of habitat to birds and other wildlife on the river and property due to development
MINUTES OF THE REGULAR OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
SEPTEMBER 14, 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 elected officials met by way of Internet video conference and allowed the public to listen, observe and participate by the same means.]

The City Council of the City of Mountain Brook, Alabama and Board of Directors of the Mountain Brook Emergency Communications District met by way of Internet video conference at 7:15 p.m. on the 14th day of September, 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
       Stewart Welch III, Mayor

Absent: None

Also present were City Attorney Carl Johnson, 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. RECOGNITION OF GUESTS

Council President Smith recognized Ms. Elle Warren of Scout Troop 86 in attendance for the Citizenship in the Community merit badge.

2. PRESENTATIONS

Mayor Welch read aloud the Constitutional Week Proclamation (No. 2020-148, Exhibit 1) to Ms. Heather Kaiser of the Cahaba Chapter of the Daughters of the American Revolution.

3. 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 August 24, 2020, regular meeting of the City Council
- Approval of the minutes of the September 1, 2020, special (election canvass) meeting of the City Council
- 2020-148 Constitution Week proclamation
- 2020-149 Request the same level of public transportation service for 2021 and authorize the execution of a service agreement between the City and Birmingham-Jefferson County Transit Authority with respect to fiscal 2021 public transportation services

Exhibit 1
Exhibit 2, Appendix 1
2020-150 Declare certain property surplus and authorizing its sale at public Internet auction Exhibit 3, Appendix 2

2020-151 Authorize the payment from the General Fund of $200,000 into the City of Mountain Brook Section 115 (retiree medical insurance) Trust for investment in accordance with the City’s investment policy (Resolution No. 2020-053) Exhibit 4

2020-152 Authorize the payment of $390,100 to the Retirement Systems of Alabama from the City’s General Fund such payment representing an excess contribution to the City’s pension trust fund to reduce the City’s (Unit No. 2460 EMTB) unfunded actuarial accrued liability Exhibit 5, Appendix 3

2020-153 Appoint the City Clerk as the City’s representative to act on behalf of the City and O’Neal Library with respect to unclaimed property retained by the State of Alabama Exhibit 6, Appendix 4

2020-154 Amend the City of Mountain Brook Safer at Home Plan Exhibit 7, Appendix 5

2020-155 Approve the change of scope in the professional services agreement between the City and Gresham Smith (Resolution No. 2016-202) with respect their coordination of the 6 inch water main relocation by the Birmingham Water Works Board for the Caldwell Mill Road replacement bridge project. Exhibit 8, Appendix 6

2020-156 Authorize the execution of a professional services agreement between the City and Schoel Engineering Co., Inc., with respect to their preparation of construction documents for modifications to the existing Mountain Brook Junior High detention pond outlet structure and authorize Schoel Engineering Co., Inc., to engage a contractor to perform a video inspection of the interior of the drainage line Exhibit 9, Appendix 7

2020-157 Authorize the execution of a contract for general services with Birmingham Regional Paratransit Consortium d/b/a ClasTran, an Alabama nonprofit corporation Exhibit 10, Appendix 8

Thereupon, the foregoing minutes, proclamation and resolutions were introduced by Council President Smith and a motion for their immediate adoption made by Council member Shelton. The minutes, proclamation and resolutions were then considered by the City Council. Council President Pro Tempore Pritchard seconded the motion to adopt the foregoing minutes, proclamation and resolutions. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Virginia C. Smith, Council President
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, proclamation (No. 2020-148) and resolutions (Nos. 2020-149 through 2020-157) were adopted by a vote of 5—0 that and as evidence thereof she signed the same.

4. CONSIDERATION OF AN ORDINANCE (NO. 2077) REDUCING THE SPEED LIMIT ON BRIAR OAK CIRCLE TO 20 MILES PER HOUR AND TO PROVIDE FOR PUNISHMENT FOR VIOLATIONS (EXHIBIT 11, APPENDIX 9)

The ordinance was introduced in writing by Council President Smith who then invited comments. There being no comments or questions, President Smith called for a motion. Council President Pro Tempore Pritchard made a motion that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended, and that unanimous consent to the immediate consideration of said ordinance is given and that the reading of the ordinance at length be waived. The motion was seconded by Council President Smith. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia C. Smith  
William S. Pritchard, III  
Philip E. Black  
Lloyd C. Shelton  
Alice B. Womack

Nays: None

The Council President Smith declared the motion passed by a vote of 5—0.

After said ordinance had been considered in full by the Council, Council President Pro Tempore Pritchard moved for the adoption of said ordinance. The motion was seconded by Council member Womack. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia C. Smith  
William S. Pritchard, III  
Philip E. Black  
Lloyd C. Shelton  
Alice B. Womack

Nays: None

The Council President Smith declared that the said ordinance (No. 2077) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

5. ANNOUNCEMENT

The next regular meeting of the City Council is September 28, 2020, at 7:00 p.m. (means and location to be announced).

6. EXECUTIVE SESSION AND ADJOURNMENT

There being no further business or matters for discussion, Council President Pro Tempore Pritchard made a motion that the City Council convene in executive session to discuss the good name and character of an individual and that the City Council shall not reconvene upon conclusion of the executive session. The City Attorney then certified that the subject matter of the executive session is permissible under the Open Meetings Act. The motion was seconded by Council President Smith. Then, upon the question being put and the roll called, the vote was recorded as follows:
MINUTE BOOK 91

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

Nays: None

Abstained: None

Council President Smith then adjourned the meeting at approximately 7:20 p.m.

7. 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 September 14, 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 September 28, 2020

EXHIBIT 1

PROCLAMATION NO. 2020-148

WHEREAS, the Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS, September 17, 2020, marks the two hundred and thirty-third anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention, providing a historic opportunity for all Americans to remember the achievements of our Founding Fathers and to reflect on the actions of Americans who for the past 233 years have defined the words of the Constitution by exercising their rights and responsibilities as citizens; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebration that which will commemorate it; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17th through 23rd as Constitution Week;

NOW, THEREFORE, I, Stewart H. Welch III, by virtue of the authority vested in me as Mayor of the City of Mountain Brook, do hereby proclaim the week of September 17th through 23rd, 2020, as CONSTITUTION WEEK

and encourage all residents to recognize and appreciate the importance of this enduring document to our nation and reaffirm our commitment to the rights and responsibilities of citizenship in this great nation, study the Constitution, and reflect on the privilege of being an American with all the rights and responsibilities which that privilege involves.
EXHIBIT 2

RESOLUTION NO. 2020-149

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby formally requests the same level of public transportation services as received during fiscal 2020, as described in Exhibit A attached hereto, for the consideration of $97,322; and

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the execution the Birmingham-Jefferson County Transit Authority (BJCTA/MAX) fiscal 2021 Transit Service Agreement for said public transportation services.

APPENDIX 1

EXHIBIT 3

RESOLUTION NO. 2020-150

A RESOLUTION AUTHORIZING THE SALE OR DISPOSAL OF CERTAIN SURPLUS PROPERTY

WHEREAS, the City of Mountain Brook, Alabama, has certain items of personal property which are no longer needed for public or municipal purposes; and

WHEREAS, Section 11-43-56 of the Alabama Code of 1975 authorizes the municipal governing body to dispose of unneeded personal property.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mountain Brook, as follows:

Section 1. It is hereby established and declared that the following property owned by the City of Mountain Brook, Alabama is not needed for public or municipal purposes and is hereby declared surplus property:

Wooden children’s cubical workstations (eight bays)

Section 2. That the City Manager, or his designated representative, is hereby authorized and directed to sell said property by way of public Internet auction or to dispose of said items not sold.

APPENDIX 2

EXHIBIT 4

RESOLUTION NO. 2020-151

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the payment from the General Fund of $200,000 into the City of Mountain Brook Section 115 (retiree medical insurance) Trust for investment in accordance with the City’s investment policy (Resolution No. 2020-053).
EXHIBIT 5

RESOLUTION NO. 2020-155

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby approves the change of scope in the professional services agreement between the City and Gresham Smith (Resolution No. 2016-202), in the form as attached hereto as Exhibit A, with respect to their coordination of the 6 inch water main relocation by the Birmingham Water Works Board for the Caldwell Mill Road replacement bridge project.

APPENDIX 3

EXHIBIT 6

RESOLUTION NO. 2020-153

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that Steven Boone, City Clerk, of the City of Mountain Brook, Alabama is hereby designated to act on behalf of the City with respect to unclaimed property retained by the State of Alabama including but not limited to the following claims:

<table>
<thead>
<tr>
<th>Claim ID</th>
<th>Payee</th>
<th>Address/Payer</th>
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<tbody>
<tr>
<td>4123871</td>
<td>Emmet ONeil</td>
<td>PO Box 2527 Birmingham, AL 35202 from Trane US, Inc.</td>
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<tr>
<td></td>
<td>Librarybrassfield</td>
<td></td>
</tr>
<tr>
<td>4123872</td>
<td>Emmet ONeil</td>
<td>PO Box 2527 Birmingham, AL 35202 from Trane US, Inc.</td>
</tr>
<tr>
<td></td>
<td>Librarybrassfield</td>
<td></td>
</tr>
</tbody>
</table>

APPENDIX 4

EXHIBIT 7

RESOLUTION NO. 2020-154

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City of Mountain Brook Amended Safer at Home Plan, in the form as attached hereto as Exhibit A, is hereby adopted; and

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Manager is hereby authorized to modify the City of Mountain Brook Amended Safer at Home Plan at his discretion as conditions warrant.

APPENDIX 5
EXHIBIT 8

RESOLUTION NO. 2020-155

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby approves the change of scope in the professional services agreement between the City and Gresham Smith (Resolution No. 2016-202), in the form as attached hereto as Exhibit A, with respect to their coordination of the 6 inch water main relocation by the Birmingham Water Works Board for the Caldwell Mill Road replacement bridge project.

APPENDIX 6

EXHIBIT 9

RESOLUTION NO. 2020-156

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 Co., Inc., in the form as attached hereto as Exhibit A, with respect to their preparation of construction documents for modifications to the existing Mountain Brook Junior High detention pond outlet structure.

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes Schoel Engineering Co., Inc., to engage a contractor to perform a video inspection of the interior of the drainage line.

APPENDIX 7

EXHIBIT 10

RESOLUTION NO. 2020-157

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that either the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to enter into a Contract for General Services with Birmingham Regional Paratransit Consortium d/b/a ClasTran, an Alabama nonprofit corporation, subject to such minor changes as may be determined appropriate by the City Attorney, a copy of which contract is attached hereto as Exhibit A.

APPENDIX 8

EXHIBIT 11

ORDINANCE NO. 2077

AN ORDINANCE TO REDUCE THE SPEED LIMIT ON BRIAR OAK CIRCLE TO 20 MILES PER HOUR AND TO PROVIDE FOR PUNISHMENT FOR VIOLATIONS

BE IT ORDAINED by the City Council of the City of Mountain Brook, Alabama, as follows:

Section 1. It shall be unlawful for the driver of any vehicle to cause or allow such vehicle traveling in a northerly direction on Briar Oak Circle to enter its intersection with Briar Oak Circle when there is standing at such intersection a “Stop” sign facing in the direction of such driver without having first brought such vehicle to a complete stop within ten (10) feet of said intersection.
Section 2. Any person violating the provisions of this ordinance shall be punished by a fine not to exceed $500.00, or by imprisonment not to exceed 180 days, or both.

Section 3. Speed limit of Briar Oak Circle. Section 50-46(b)(5) of the "Code of Ordinances" of the City of Mountain Brook, Alabama which lists those streets of portions thereof that have been ordained a speed limit of twenty-five (25) miles per hour is hereby amended to include the following street along with all other streets or portions thereof currently included therein:

a. Briar Oak Circle

Section 4. All ordinances or portions of ordinances conflicting with this ordinance are hereby repealed.

Section 5. If a court or competent authority finds that any provision of this ordinance is invalid, illegal, or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability if the other provisions of this ordinance shall not be affected.

Section 6. This ordinance shall become effective when published as required by law.

APPENDIX 9
## ROUTE 43 – ZOO (THROUGH MOUNTAIN BROOK)

Currently, the route 43 services UAB, 5 Points South, English Village, Zoo and Botanical Gardens, Mountain Brook Village and Lane Park.

<table>
<thead>
<tr>
<th>Route</th>
<th>Current Service</th>
<th>Proposed Service</th>
<th>Choice Options (Select 1 per Route)</th>
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<td></td>
<td>Hours</td>
<td>Hours</td>
<td>Current Service</td>
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<tr>
<td>43</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Annual Cost</td>
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<tr>
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<td>$76,027</td>
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<tr>
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<td>$82.36</td>
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<td></td>
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<tr>
<td></td>
<td>Current Frequency</td>
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<td></td>
<td>45 - 50</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Annual Cost</td>
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</tr>
<tr>
<td></td>
<td>$76,027</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Less: CARES Act Assistance</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>$22,809</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Adjusted Annual Cost</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>$53,218</td>
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</tbody>
</table>

**EXHIBIT B-1**

### APPENDIX 1
MAX DIRECT – MOUNTAIN BROOK (THROUGH MOUNTAIN BROOK)

MAX Direct is a demand-response transit mode that originates in the City of Birmingham and operates within the city limits of Mountain Brook. The demand-response system permits walk-ons, scheduled b/w, and serves point to point or origin and destination directly, rather than stop to stop.

| Current and Proposed Hours | 7:05 AM |
| Rate | $82.36 |
| Current and Proposed Service Span | 6:00 AM – 9:30 AM and 2:30 PM – 4:00 PM (M–F) |
| Current Frequency | Demand Response |
| Annual Cost | $63,005 |
| Less: CARES Act Assistance | $18,801 |
| Adjusted Annual Cost | $44,204 |
### Enabling Legislation Timeline (continued)

<table>
<thead>
<tr>
<th>Section</th>
<th>Duration</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 7</td>
<td>Budget Review (Mar 15th)</td>
<td>The governmental entity within the county which made the largest total payment during the preceding FY is authorized to review the budget and, by written request, reduce the budget in any area it deems to be excessive.</td>
</tr>
<tr>
<td>Section 8</td>
<td>Certified Routes (May 1st)</td>
<td>Each municipality shall certify in writing to BICTA the routes to be operated during the forthcoming FY and agree to make payments to BICTA as provided in Section 9 below. The routes are subject to equipment availability.</td>
</tr>
<tr>
<td>Section 9</td>
<td>Cost Allocation (June 15th)</td>
<td>All of the municipalities served may by written agreement filed with BICTA, agree to allocate costs of operation by any such route on a basis different than provided herein.</td>
</tr>
<tr>
<td>Section 10</td>
<td>Annual Amount to be Paid by Municipalities (July 15th)</td>
<td>Annual amount to be paid to BICTA by each municipality is to be ascertained by multiplying the hours of operation based on the routes certified in Section 8, by the cost per hour as set forth in Section 27.2 above.</td>
</tr>
<tr>
<td>Section 11</td>
<td>Payments (Aug 15th)</td>
<td>The required payments shall be made on a monthly basis or such other payment schedule as the County, Birmingham or municipality shall agree to with BICTA.</td>
</tr>
<tr>
<td>Section 12</td>
<td>Audit (Sep 15th)</td>
<td>The County, Birmingham and each participating municipality shall have the right to audit, at its own expense, the records of BICTA.</td>
</tr>
</tbody>
</table>

### APPENDIX 1

#### Budget & Rate Development Process

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<table>
<thead>
<tr>
<th>Step</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Start</td>
</tr>
<tr>
<td>2</td>
<td>Review Budget &amp; Rate Development Process</td>
</tr>
<tr>
<td>3</td>
<td>Receive Input &amp; Feedback</td>
</tr>
<tr>
<td>4</td>
<td>Develop Budget &amp; Rate Development Process</td>
</tr>
<tr>
<td>5</td>
<td>Present Budget &amp; Rate Development Process</td>
</tr>
<tr>
<td>6</td>
<td>Review &amp; Approve Budget &amp; Rate Development Process</td>
</tr>
<tr>
<td>7</td>
<td>Implement Budget &amp; Rate Development Process</td>
</tr>
<tr>
<td>8</td>
<td>Monitor Budget &amp; Rate Development Process</td>
</tr>
<tr>
<td>9</td>
<td>Adjust Budget &amp; Rate Development Process as necessary</td>
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<td>10</td>
<td>End</td>
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<td>11</td>
<td>Start</td>
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<td>12</td>
<td>Review Budget &amp; Rate Development Process</td>
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<tr>
<td>13</td>
<td>Receive Input &amp; Feedback</td>
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<tr>
<td>14</td>
<td>Develop Budget &amp; Rate Development Process</td>
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<tr>
<td>15</td>
<td>Present Budget &amp; Rate Development Process</td>
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<tr>
<td>16</td>
<td>Review &amp; Approve Budget &amp; Rate Development Process</td>
</tr>
<tr>
<td>17</td>
<td>Implement Budget &amp; Rate Development Process</td>
</tr>
<tr>
<td>18</td>
<td>Monitor Budget &amp; Rate Development Process</td>
</tr>
<tr>
<td>19</td>
<td>Adjust Budget &amp; Rate Development Process as necessary</td>
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<tr>
<td>20</td>
<td>End</td>
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</thead>
<tbody>
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<td>22</td>
<td>Review Budget &amp; Rate Development Process</td>
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<tr>
<td>23</td>
<td>Receive Input &amp; Feedback</td>
</tr>
<tr>
<td>24</td>
<td>Develop Budget &amp; Rate Development Process</td>
</tr>
<tr>
<td>25</td>
<td>Present Budget &amp; Rate Development Process</td>
</tr>
<tr>
<td>26</td>
<td>Review &amp; Approve Budget &amp; Rate Development Process</td>
</tr>
<tr>
<td>27</td>
<td>Implement Budget &amp; Rate Development Process</td>
</tr>
<tr>
<td>28</td>
<td>Monitor Budget &amp; Rate Development Process</td>
</tr>
<tr>
<td>29</td>
<td>Adjust Budget &amp; Rate Development Process as necessary</td>
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<td>30</td>
<td>End</td>
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<table>
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<th>Description</th>
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<td>Start</td>
</tr>
<tr>
<td>32</td>
<td>Review Budget &amp; Rate Development Process</td>
</tr>
<tr>
<td>33</td>
<td>Receive Input &amp; Feedback</td>
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<tr>
<td>34</td>
<td>Develop Budget &amp; Rate Development Process</td>
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<td>35</td>
<td>Present Budget &amp; Rate Development Process</td>
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<td>36</td>
<td>Review &amp; Approve Budget &amp; Rate Development Process</td>
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<td>37</td>
<td>Implement Budget &amp; Rate Development Process</td>
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<td>38</td>
<td>Monitor Budget &amp; Rate Development Process</td>
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<tr>
<td>39</td>
<td>Adjust Budget &amp; Rate Development Process as necessary</td>
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<tr>
<td>40</td>
<td>End</td>
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<table>
<thead>
<tr>
<th>Step</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>41</td>
<td>Start</td>
</tr>
<tr>
<td>42</td>
<td>Review Budget &amp; Rate Development Process</td>
</tr>
<tr>
<td>43</td>
<td>Receive Input &amp; Feedback</td>
</tr>
<tr>
<td>44</td>
<td>Develop Budget &amp; Rate Development Process</td>
</tr>
<tr>
<td>45</td>
<td>Present Budget &amp; Rate Development Process</td>
</tr>
<tr>
<td>46</td>
<td>Review &amp; Approve Budget &amp; Rate Development Process</td>
</tr>
<tr>
<td>47</td>
<td>Implement Budget &amp; Rate Development Process</td>
</tr>
<tr>
<td>48</td>
<td>Monitor Budget &amp; Rate Development Process</td>
</tr>
<tr>
<td>49</td>
<td>Adjust Budget &amp; Rate Development Process as necessary</td>
</tr>
<tr>
<td>50</td>
<td>End</td>
</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
<th>Step</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>51</td>
<td>Start</td>
</tr>
<tr>
<td>52</td>
<td>Review Budget &amp; Rate Development Process</td>
</tr>
<tr>
<td>53</td>
<td>Receive Input &amp; Feedback</td>
</tr>
<tr>
<td>54</td>
<td>Develop Budget &amp; Rate Development Process</td>
</tr>
<tr>
<td>55</td>
<td>Present Budget &amp; Rate Development Process</td>
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<tr>
<td>56</td>
<td>Review &amp; Approve Budget &amp; Rate Development Process</td>
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<tr>
<td>57</td>
<td>Implement Budget &amp; Rate Development Process</td>
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<td>Monitor Budget &amp; Rate Development Process</td>
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<td>59</td>
<td>Adjust Budget &amp; Rate Development Process as necessary</td>
</tr>
<tr>
<td>60</td>
<td>End</td>
</tr>
</tbody>
</table>
## Birmingham-Jefferson County Transit Authority

**Budget and Rate Development Process Flow**

<table>
<thead>
<tr>
<th>Step</th>
<th>Description</th>
<th>Process Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Cities request service</td>
<td>As required by the Enabling Legislation, by March 31 of each year, cities should request transit service (routes) from BCITA for the following year. Route request forms are sent to each city to use for submitting the request.</td>
</tr>
<tr>
<td>2</td>
<td>BCITA designs routes</td>
<td>Based on the cities' requests, BCITA designs routes that will operate in each city. BCITA will meet with each city to introduce the routes meet their needs.</td>
</tr>
</tbody>
</table>
| 3    | BCITA determines hours and prepares budgets | The design of the routes will dictate the annual hours needed for the entire system, which will determine the operating and capital budgets for BCITA. These drivers will determine the following:  
  - Number of operators and mechanics, which drives direct labor and benefit costs  
  - Number of vehicles required and total miles, which drives fuel, parts, repairs, preventive maintenance and vehicle insurance costs  
  - Administrative salaries and benefits  
  - Overhead costs such as utilities, building maintenance, security, insurance, etc. |
| 4    | Operating & Capital Budgets | The operating and capital costs will be included in the annual budget. The capital budget is determined, in part, by requests for service, but also how it is influenced by capital replacement and renewal plans in conjunction with long-term goals and directives. The combination of Operating and Capital costs for the budget will determine the funding needs for the organization. |
| 5    | Determine Budgeted Revenue | The next step is to determine where the funds to support the operating and capital budgets will come from. The primary components are:  
  - Passenger fares - driven by routes and fare rates  
  - Federal operating and capital grants - based on federal apportionments, grant applications and capital expenditure plans  
  - Ad valorem taxes - from property taxes, with only slight variations in amount from year to year  
  - Jefferson County and State tax - based on local legislation  
  - Lease, advertising, commissions and interest income - based on various agreements and the amount of funds on deposit in financial institutions. |
| 6    | Resultant funding deficit | Because there are no designated state funding requirements, and local funds fall short of covering operating and capital costs, there is always a gap between the operating and capital costs and the revenues available to cover these costs. Consequently, in accordance with the Enabling Legislation, the participating municipalities must fill the void. |

---

### Exhibit F-1.4

**Budget and Rate Development Process Flow**
Re: unclaimed property

Lindsey Gardner <lgardner@mbcib.com>, Steve Stow <salerts@birmingham.co.com>

Thu, Jul 23, 2020 at 10:07 AM

Yes, I'm happy to contact Trane and see if I can get some information.

Lindsey

From: Lindsey Gardner <lgardner@mbcib.com>
Sent: Thursday, July 23, 2020 9:11 AM
To: Steve Stow <salerts@birmingham.co.com>
Cc: Lindsey Gardner <lgardner@mbcib.com>

Subject: Re: unclaimed property

Lindsey, I can go through the state to attempt recovery. This generally takes 60 days. As a representative and proof of ownership (not always a slam dunk), we don't have a relationship with Trane. Can you contact Trane to inquire what exactly they turned over the state for?

On Thu, Jul 23, 2020 at 8:56 AM, Steve Stow <salerts@birmingham.co.com> wrote:
Lindsey, Mr. O'Neal's information is new to me. I do not know anything about the history of any project that Trane may have made or tried to make on a past library improvement project. Steve Field has been the City's Consultant on some of these.

I suggest you and Steve B discuss this. As the Library Director, I would think you are the right person to make a claim with the State for it and that the City would prefer to interact with the Library's officials on this.

Steve

On Wed, Jul 22, 2020 at 9:20 PM, Lindsey Gardner <lgardner@mbcib.com> wrote:
FYI. If I need to do anything about this, please let me know.

Thanks,
Lindsey

From: Lindsey Gardner <lgardner@mbcib.com>
Sent: Wednesday, July 22, 2020 9:59 PM
To: Lindsey Gardner <lgardner@mbcib.com>
Cc: Frank O'Neil

Subject: Re: From Frank O'Neil

--- Forwarded Message ---
From: Frank O'Neil <fnoel@musc.edu>
To: Lindsey Gardner <lgardner@mbcib.com>
Sent: Wednesday, July 22, 2020, 02:42:56 PM CDT
Subject: From Frank O'Neil

Hi Lindsey,

This will be an "out-of-the-ordinary" e-mail. I was doing a regular search of Alabama's Unclaimed Property records today and found that the Library has two items outstanding. Looks like whoever filled out some paperwork misfiled it: https://mail.google.com/mail/u/0?ui=2&ik=008f73f3&ivg=1#view=optin&permth=1%2A673078084329381172%2Cmsg%1A%1A673078084329381172

Lindsey

September 15, 2020

From:

Foe:

State of Alabama

Unclaimed Property Division

P. O. Box 35250

Montgomery, AL 36101

Re:

Claim No. 4123871, 4123812

Dear Treasurer:

On behalf of the Mountain Brook City Council, please accept this letter (and attached copy of Resolution No. 2020-132) authorizing Steven Boone, City Clerk, to sign on behalf of the City of Mountain Brook with respect to the above property claim.

Please be advised that the mailing address of the City is as follows:

City of Mountain Brook

202-02-3403

www.mountainbrook.com

City of Mountain Brook

P. O. Box 35200

Mountain Brook, AL 35213-0009

The unclaimed property in question belongs to the Emmet O'Neal Library, a department of the City of Mountain Brook. In 2014, the City engaged Balfour Beatty to oversee the installation of two Trane HVAC units atop the library building. Trane, US Inc., apparently misfiled the project owner's name as Emmet O'Neal Library/Balfour. If you have any questions or require any additional information, please contact me at (205) 807-3805 or e-mail me at gbenson@mbcib.com.

Sincerely,

Stevie Benson, City Clerk

Attorney Representative
City of Mountain Brook
Amended Safer at Home Plan

On May 21, 2020, the State Health Officer issued a Safer at Home Order (the "Order") to be implemented statewide. The Order permits the re-opening and use of public facilities and outings that all are expressed in the Order. The City of Mountain Brook prepared its own Safer at Home Plan to provide the community clarity on how the regulations and conditions will apply to public facilities and amenities in the community. This Amended Plan reflects the City as of September 14, 2020.

1. All Public Areas. All property, areas, and facilities that are either owned or operated by the City of Mountain Brook or belong to or are used for the benefit of the general public shall be subject to the following rules, unless modified by more specific rules concerning certain activities:
   a. Social distancing must be maintained pursuant to CDC and State Health Officer guidelines in place, as they may be amended from time to time. As of the date of this Plan, adequate social distancing means that all persons shall maintain a consistent six-foot distance between himself or herself and all persons from a different household.
   b. Any person who has a fever, cough, or other symptoms of COVID-19, who has been exposed to an individual known to have tested positive for COVID-19 or who has tested positive for COVID-19 shall not utilize any property, area or facility of the City of Mountain Brook unless and until such person has been specifically released from any and all COVID related restrictions by public health authorities or his or her health care provider.

These rules apply to public parks, public buildings, recreational facilities, sidewalks, and rights of way. They do not apply to persons operating or occupying motor vehicles on public streets, rights of way or public property.

2. Parks. Public parks will be open, subject to the other conditions in this Plan. Social distancing guidelines must be followed. Vulnerable individuals are encouraged to follow the stay-at-home guidelines.
   a. Individuals must remain six (6) feet apart unless within the same family unit. The use of face masks is strongly encouraged.
   b. Organized athletic team activities shall be permitted subject to the specific regulations in the Order and subject to the provisions in Section 3 of this Plan. Pick-up games or other activities where social distancing cannot be maintained will not be allowed in the parks regardless of the number of participants. This use of tennis courts shall be permitted subject to the following:
      i. Participants shall not congregate within six feet of other participants unless required to participate in the activity.
      ii. Participants shall not share equipment (other than tennis ball), water coolers, bottles, cups, towels or other items.
      iii. No more than four (4) persons shall be permitted on any one court at any one time.
   c. Drinking fountains are open at the parks and fields subject to the discretion of the Parks & Recreation Superintendent.
   d. Pavilions will be open for general use but may not be rented until further notice. The general social distancing rules shall apply to all pavilion use. Any person using a pavilion must clean and disinfect all surfaces used, including specifically any picnic tables, after the pavilion use is completed.
   e. Public restrooms are open at the parks and fields subject to the discretion of the Parks & Recreation Superintendent.
   f. All persons using parks should limit contact with commonly touched surfaces except to the extent necessary. Park persons will be expected to provide their own hand sanitizer or disinfectants.
   g. Other regulations that are park specific may be posted at each park and must be followed at all times.
   h. The City reserves the right to close the parks without notice.

3. Sports Fields. The following sports fields shall be open to the public, subject to the general rules and guidelines concerning field use:
   - Mountain Brook Jr. High
   - Mountain Brook Elementary
   - Crestline Elementary
   - Brookwood Forest Elementary
   - Cherokee Bend Elementary
   - Hambrough (3M Sports Park)
   - Mountain Brook High School
   - Soccer Fields
   - Tennis Courts
   - Track
   - Baseball Fields (except for Varsity Field)

Ottomated team use may be permitted subject to submission of a plan by those responsible for such activity and execution of an agreement acknowledging and agreeing to abide by State Health Officer's orders concerning organized team activities. The City reserves the right to permit or disallow any request in its sole discretion.

4. Playgrounds. All City playgrounds, including the playgrounds at the Tot Lot, Canterbury Road and Overton Park, will be open for use, subject to general social distancing regulations. The playgrounds at Crestline Elementary, Brookwood Forest Elementary, Cherokee Bend Elementary and Mountain Brook Elementary Schools are subject to the rules and regulations of the Mountain Brook Board of Education. Whether and to what extent they will be available for use is subject to the discretion of the Board of Education.

5. City Hall. Access to Mountain Brook City Hall will remain limited to keep both employees and members of the public safe. The front door (Church Street side) will be locked. The public may enter the building only if they have an appointment with the City Manager, other staff, or are conducting business with the revenue department or the Court magistrate. All persons entering City Hall through the entrance on the Hoyt Lane side (26th Street Garden) of the building shall go through the entrance on the 26th Street side (Police) of the building.

6. Administrative Services. City administrative services shall continue by way of telephone, email or the City's website, www.mtnbrook.org, or P.O. Box 13009, Mountain Brook, AL 35218. These needing administrative services in the Magistrate and Revenue areas may enter the building as described above and should contact those departments to gain access to the building. All other City services are currently by appointment only. Depending on the department and the ability to provide adequate social distancing, appointments may be by telephone or online meetings. In-person meetings may be available for some departments when necessary or appropriate. Available options will be provided when appointments are requested. Second floor of City Hall will be closed to the general public.

The Order was extended until October 3, 2020 by Order of August 27, 2020.

Date: September 10, 2020
To: Council Members
From: Shanda Williams, Parks and Recreation
Subject: Opening Public Drinking Fountains

We currently have 7 public drinking fountains in the following locations:
- Baseball Complex
- Mountain Brook Elementary
- MHS Tennis Courts
- Overton Park
- Lower Soccer Fields

We will also be adding a new one on the truncate Furnace Trail by the end of the month.

We have had some requests to open the fountains and I have researched the risks, guidelines, and what other communities are doing.

The water itself is not harmful or able to spread Covid-19. The risk comes from pressing the button to operate the bubbler. Several of ours have had meters that have a pin.

I cannot find much information from the CDC or state on re-opening drinking fountains. They seem to allow it as long as they are flushed upon opening and cleaned regularly. The NPIA sends out a questionnaire regularly to see what communities across the country are doing and the last survey posted on August 21 says 52% of public drinking fountains are closed.

Most of our fountains are located near our restrooms that are being cleaned each day so we can wipe the drinking fountains at the same time. We will make sure all of our crews carry some disinfectant and can wipe them down each time they are working near one.

I think we should encourage the public to limit touching the fountains with their hands if at all possible and to use hand sanitizer before and after using them.

I also think it would be good for them to open under our discretion in the event we need to shut them down quickly for some reason.
To date, Gresham Smith has expended $1,205,000 on the water main relocation design/coordination tasks outlined above. Based on the future tasks that we anticipate having complete, we recommend an hourly budget of $2,800 to complete the future tasks. Hopefully, our future coordination efforts with BWWB will go smoothly, and we will not need the entire budget amount. Therefore, Gresham Smith requests the City’s approval of $1,205 for the water main relocation design/coordination services described above. We propose to bill for these services on an hourly basis.

Construction Contract Documents Revisions
When we prepared our scope of services for this project, the City advised that they did not have any City standard public works bidding or construction contract documents. The City confirmed this during our 90% plan review for this project. Accordingly, earlier this year, Gresham Smith prepared the bidding and construction contract documents for this project, using industry standard AIA/AGC contract documents.

In June, the City Attorney advised that he has developed some public works project construction contract documents for the City that were adopted from documents from the State of Alabama Division of Construction Management. We need to review the City’s construction contract documents provided by the City Attorney and coordinate “customizing” them for use on this project. Additionally, we will need to obtain the advertising and bidding documents from the City Attorney and submit them for use on this project.

Since we previously completed the construction contract and bidding documents, Gresham Smith requests an additional $100 to revise the bidding and construction contract documents for this project.

We appreciate your understanding and consideration of the additional services requested above. If you have any questions, please don’t hesitate to contact me.

Gresham Smith
Agreement for Consulting Services

Mountain Brook Junior High School Pond Modification

September 16, 2020

This AGREEMENT, executed this day of September, 2020, between The City of Mountain Brook, Alabama, hereinafter referred to as the Client, and School Engineering Company, Inc., hereinafter referred to as the Consultant, is entered into to provide consulting services associated with the design of modifications to existing drainage at Mountain Brook Junior High School in Mountain Brook, Alabama.

PROJECT OVERVIEW

A detention pond located at the Mountain Brook Junior High School has a history of flooding. A previous study performed by School Engineering Company, Inc., indicates that modifications to the existing pond system are required due to insufficient storage capacity for the pond. The proposed modifications will include raising the pond and constructing new outlets to provide adequate drainage capacity.

PROPOSED SCOPE & SERVICES

1. Design of Outlet Structure Modifications and Pond Riser Wall

The Consultant will prepare a contract document for the pond improvements. The proposed modifications include:

- Addition of concrete outlet structure
- Raising of pond riser wall

2. Assistance with Contractor Selection

The Consultant will assist the Client with contractor selection. The Consultant will assist in the preparation of the request for proposals and evaluation of the proposals. The Consultant will also prepare a Construction Contract Document.

SCHEDULE OF UNIT RATES – EFFECTIVE THROUGH 12/31/2020

<table>
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<th>Rate</th>
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<tbody>
<tr>
<td>Junior Principal</td>
<td>$725.00 per hour</td>
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<tr>
<td>Principal</td>
<td>$200.00 per hour</td>
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<tr>
<td>Chief Land Surveyor</td>
<td>$100.00 per hour</td>
</tr>
<tr>
<td>Senior Project Manager</td>
<td>$100.00 per hour</td>
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<tr>
<td>Project Manager</td>
<td>$140.00 per hour</td>
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<tr>
<td>Assistant Project Manager</td>
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<tr>
<td>Senior Professional</td>
<td>$100.00 per hour</td>
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<tr>
<td>Project Professional</td>
<td>$115.00 per hour</td>
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<tr>
<td>Staff Professional</td>
<td>$100.00 per hour</td>
</tr>
<tr>
<td>Senior Surveyor / Draftsman / Specialist</td>
<td>$100.00 per hour</td>
</tr>
<tr>
<td>Surveyor / Draftsman / Specialist</td>
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<tr>
<td>Field Survey Party</td>
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<tr>
<td>Modeler</td>
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<tr>
<td>Administration</td>
<td>$65.00 per hour</td>
</tr>
<tr>
<td>Transportation</td>
<td>$0.50 per mile</td>
</tr>
</tbody>
</table>

The above rates are inclusive of all expenses or charges that Consultant may incur in connection with provision of services to the Project, including travel, meals, courier services, communications, and a commercially reasonable quantity of copying and reproduction expenses.

GENERAL TERMS AND CONDITIONS

1. Services performed under this Agreement will be conducted in a manner consistent with levels of care and skill exercised by members of the profession currently practicing under similar conditions. Plans, specifications, and specifications will be prepared in accordance with the relevant standards of the governing authorities having jurisdiction. Any necessary changes for approvals will be considered additional services.

2. The Consultant agrees to provide services within the scope of this Agreement to the best of its ability. The Consultant will not be responsible for errors or omissions in the plans or specifications prepared by the Consultant.

3. The Consultant will not be liable for any claims for bodily injury, death, or property damage by third parties against the Client that arise out of or related to the Consultant's performance of its services under this Agreement.

4. The Consultant will not be liable for any claims for breach of warranty or indemnification by third parties against the Client that arise out of or related to the Consultant's performance of its services under this Agreement.

5. The Consultant will not be liable for any claims for misrepresentation or fraud by third parties against the Client that arise out of or related to the Consultant's performance of its services under this Agreement.

6. The Consultant will not be liable for any claims for negligent performance of its services by third parties against the Client that arise out of or related to the Consultant's performance of its services under this Agreement.

7. The Consultant will not be liable for any claims for breach of contract by third parties against the Client that arise out of or related to the Consultant's performance of its services under this Agreement.

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20. The Consultant will not be liable for any claims for breach of warranty by third parties against the Client that arise out of or related to the Consultant's performance of its services under this Agreement.
CONTRACT FOR GENERAL SERVICES

This contract for services ("Contract") is entered into by and between the City of Mountain Brook, an Alabama municipal corporation ("City"), and the Birmingham Regional Transit Authority ("Transit Authority") and the City of Mountain Brook ("City").

WHEREAS, Transit Authority provides public transportation services to commuters and other residents of the City;

WHEREAS, Transit Authority provides low-cost, subsidized transportation services to eligible senior citizens and other residents of the City;

WHEREAS, Transit Authority has contracted with the City to provide public transportation services to residents of Mountain Brook;

NOW THEREFORE, in consideration of the premises and in consideration of the covenants and agreements contained herein, the City and Transit Authority hereby agree as follows:

1. The City shall pay to Transit Authority the sum of ten thousand and two hundred dollars ($10,000.00) for services for the one-year period from October 1, 2020 through September 30, 2021 ("Contract Period"). Transit Authority agrees that the City is entering into this agreement for one year only and that there is no expectation of renewal of this agreement after the end of the stated one-year period.

2. In consideration of the payment of the Contract Funds by the City, Transit Authority shall provide transportation services to eligible senior citizens of the City of Mountain Brook and serve such senior citizens on as-needed and where needed basis, pursuant to applicable statutes, regulations, and policies of the City of Mountain Brook.

3. Transit Authority shall provide all personnel, supplies, equipment, and expertise necessary to fulfill its obligations under this Contract. Transit Authority is an independent contractor and any of its agents or employees shall be deemed to be under the control of the City, and shall all shall be liable to the City for any acts or omissions.

IN WITNESS WHEREOF, Transit Authority has caused this Contract to be executed by its duly authorized representative on behalf of the City of Mountain Brook has caused this Contract to be executed by its duly authorized representative, on behalf of the City of Mountain Brook, this 1st day of October, 2020.

ATTEST:

By:

City of Mountain Brook

ATTEST:

By:

Transit Authority

P.O. Box 10396
Birmingham, AL 35202-0396

382-0396

September 14, 2020
Dear Mr. Gaston,

I have attached a petition signed by everyone on Briar Oak Circle to have the speed limit lowered from 30 to 15 miles per hour and add a stop sign before the street T's into the cul-de-sac off Briar Oak Circle. See picture for placement of stop sign.

Everyone is in agreement about the lowering of the speed limit and the adding of the stop sign.

I hope this item can be brought up and approved at the next council meeting. Since we are all in agreement, we hope this can be done quickly.

Please let me know the person I need to drop off the original petition.

This is a life and safety issue for the parents of kids on this street, teenagers use our street every week to hang out even though they are not visiting anyone who lives on the street and also have run over two slow down watch for children signs as well since June in the location of the requested stop sign.

Thank you.

Dee Brightwell
Director of Development
242 Inverness Center Drive
Birmingham, Alabama 35242
T: 205-999-0560
C: 205-777-9132
www.arbourvalley.com

To: City Mountain Brook Council
   Mountain Brook, Alabama

From: Residents of Briar Oak Circle
   Mountain Brook, Alabama 35223

Re: Request to reduce posted speed limit to 15 miles per hour and add a stop sign on Briar Oak Circle.

The residents who reside on Briar Oak Circle request the City of Mountain Brook lower the recently posted speed limit from 30 MPH to 15 MPH. In addition to the reduced speed limit, we request the City install a stop sign on Briar Oak Circle (see picture below) in order to slow the traffic coming around the corners to the cul-de-sacs.

Sincerely,

Residents of Briar Oak Circle

Briar Oak Circle Map:

Attached are the resident addresses and signatures:

Black, Lance
3209 Briar Oak Circle

APPENDIX 9
MINUTE BOOK 91

Sam Gaston

From: Richard Caudle <richard@skipperinc.com> on behalf of Richard Caudle
Sent: September 14, 2020 1:34 PM
To: Sam Gaston; Ted Cook; Ronald Vaughn
Subject: RE: Petition for Reduced speed limit and stop sign - Briar Oak Circle

Yet, in addition to reducing the speed limit to 25 miles per hour and replacing the existing speed limit sign, I think adding a stop sign in the location shown below would also be appropriate.

Richard L. Caudle, P.E. (registered in AL and MS)
Skipper Consulting, Inc.
3644 Yarn Road Suite 100
Birmingham, Alabama 35235
richard@skipperinc.com
(205) 655-8853 fax (205) 655-8825
Cell (205) 790-4807 home (205) 594-4708

From: Sam Gaston <sgaston@minbrook.org>
Sent: Wednesday, September 9, 2020 1:34 PM
To: Richard Caudle <richard@skipperinc.com>; Ted Cook <tcook@minbrook.org>
Subject: RE: Petition for Reduced speed limit and stop sign - Briar Oak Circle

You recommend a stop sign as well?

Sam 3 Gaston
City Manager
City of Mountain Brook, AL
55 Church Street