

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
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 video 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 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 be 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 (BWVB) 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 BWVB installing its water main on the exterior wall of the bridge.

3. Request for additional funding by Gresham Smith for the coordination of the BWVB 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 a 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

Sam Gaston

From: Bill Shea <bshea@morrisshea.com> on behalf of Bill Shea
Sent: Friday, September 11, 2020 12:36 PM
To: Dale Brasher
Cc: Sam Gaston; Shaun Martin; Shanda Williams
Subject: MBHS ballfields change order list
Attachments: MBHS Ballfields Change Order List 091120.xlsx; Untitled attachment 00275.htm; Shea scoretable.pdf; Untitled attachment 00278.htm; Mountain Brook Final Revised Scans 9-4-20.pdf; Untitled attachment 00281.htm

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 current 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

bshea@morrisshea.com
 205-956-9518 (office)
 205-807-3244 (mobile)



Project Proposal
Change Order # 1

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 # CCST0508. 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 CCST0508. 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, roadways 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 Gadsden Hwy
Trussville, AL 35173

Office 205-508-5902
Fax205-508-5770

Mountain Brook Sports Pole Replacement
Mountain Brook, AL

Lighting System

Item	Description	Quantity	Unit	Price	Total
1	10' x 10' x 10' Pole	4	EA	7100.00	28400.00
2	10' x 10' x 10' Pole	4	EA	7100.00	28400.00
3	10' x 10' x 10' Pole	4	EA	7100.00	28400.00
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MUSCO Lighting
We Make It Happen.
Sports Lighting LLC (313) 438-1111

From Hometown to Professional

APPENDIX 1

MINUTE BOOK 91

657

Mountain Brook Sports Pole Replacement

Mountain Brook, AL

Light Level Summary

Grid Name	Calculation Basis	Illuminance				Footcandle	Footnote
		Max	Min	Min/W	Min/H		
Field 3 (Infield)	Horizontal Illuminance	12.3	19.8	64.1	1.75	1.60	C
Field 3 (Outfield)	Horizontal Illuminance	11.8	27.1	58.8	2.17	1.54	C
Field 4 (Infield)	Horizontal Illuminance	12.8	38.2	61.8	1.62	1.36	D
Field 4 (Outfield)	Horizontal Illuminance	13.5	32.6	70	1.81	1.33	D
Field 5 (Infield)	Horizontal Illuminance	17.7	48.9	88.8	1.95	1.38	B
Field 5 (Outfield)	Horizontal Illuminance	12.8	29.1	61.2	2.18	1.56	E
Field 6 (Infield)	Horizontal Illuminance	12.4	47.8	79.3	1.65	1.22	B
Field 6 (Outfield)	Horizontal Illuminance	11.9	27.8	61.4	2.21	1.68	B
Field 7 (Infield)	Horizontal Illuminance	14.8	42.9	74.4	1.81	1.41	A
Field 7 (Outfield)	Horizontal Illuminance	13.9	24.9	58	2.37	1.64	A

From Hometown to Professional

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ENGINEERED DESIGN By: Isaac Sanders File #202224C 04-Sep-20

PROJECT SUMMARY

APPENDIX I

Mountain Brook Sports Pole Replacement

Mountain Brook, AL

EQUIPMENT LOCATION AREAS SHOWN

ID	Location	HPS	Beam	Mounting	Illuminance	
					Footcandle	Footnote
1	44	100	NP	100' x 100'	1	1
2	44	100	NP	100' x 100'	1	1
3	44	100	NP	100' x 100'	1	1
4	44	100	NP	100' x 100'	1	1

SCALE: 1" = 100'

ENGINEERED DESIGN By: Isaac Sanders File #202224C 04-Sep-20

GRID SUMMARY

Name: Field 8
Size: 143' x 58' (154' x 58' overall)
Spacing: 20' @ 4' offset
Height: 8' @ above grade

ILLUMINATION SUMMARY

	Infield	Outfield
Guaranteed Average	30	30
Scan Average	53.28	45.44
Minimum	44.81	58.75
Maximum	32.88	27.67
Min/Max	1.80	1.54
Guaranteed Min/Max	2	2.5
Min/Max Ratio	2.73	2.57
IES Equivalent FLD	5.33	5.82
IES	0.84	0.82
No. of Fixtures	25	21

Applied Circuits: 6
No. of Luminaire: 18
Total Load: 17.25 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per our Musco Warranty document and includes a 3-5% dim deprecation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-31.

Electrical System Requirements: Refer to Amalgam Draw Chart and/or the "Musco Control System Summary" for electrical wiring.

Installation Requirements: Refer to column 2, 3B, optional column 4 on line side of the above and structures located within 1 foot (304) of design locations.

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ILLUMINATION SUMMARY

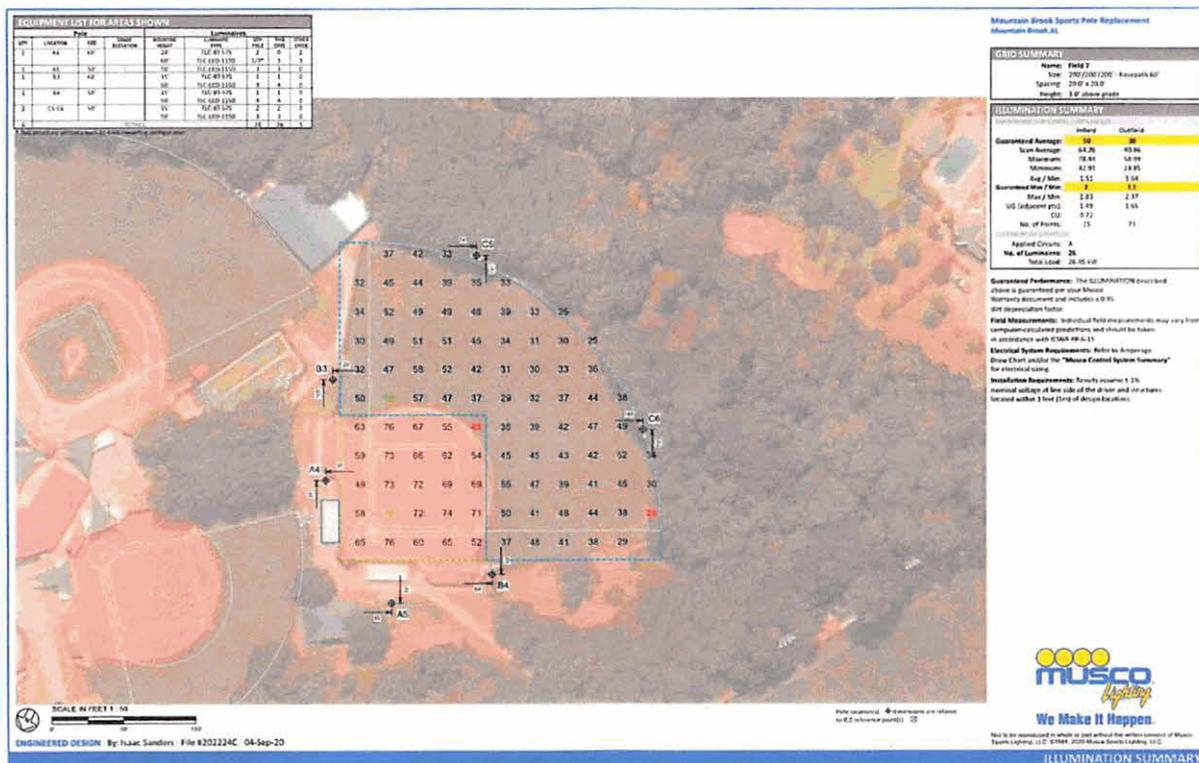


APPENDIX I





APPENDIX I





APPENDIX 1



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.



Caldwell Mill Road
Rendering of Proposed Contech Bridge
(down stream side)

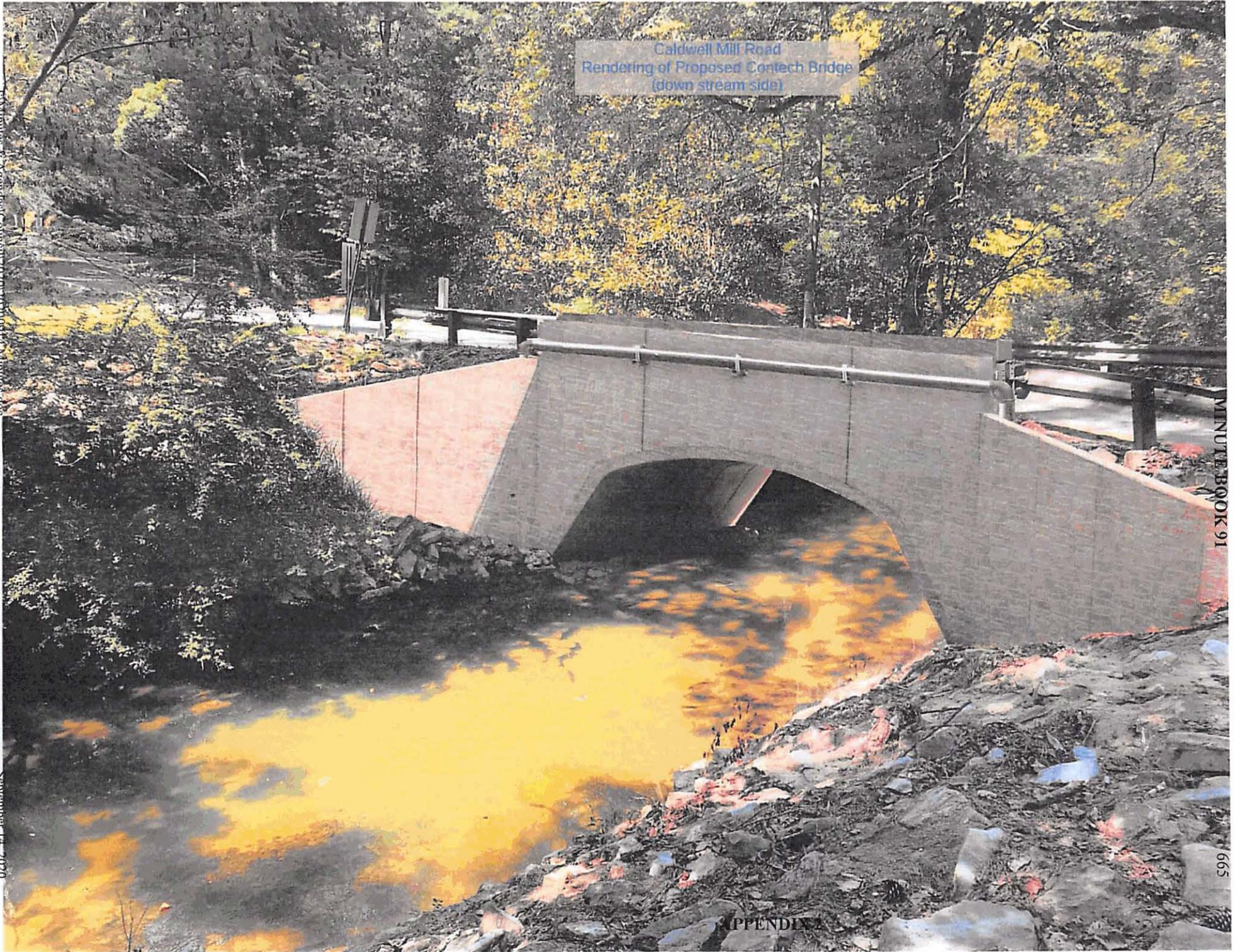
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MINUTE BOOK 91

665

September 14, 2020

APPENDIX 2





4

Drainage Report – Northcote Drive

Mountain Brook, Alabama August 21, 2020

Discussion

A drainage problem exists in the vicinity of 3669 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 than 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 26 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

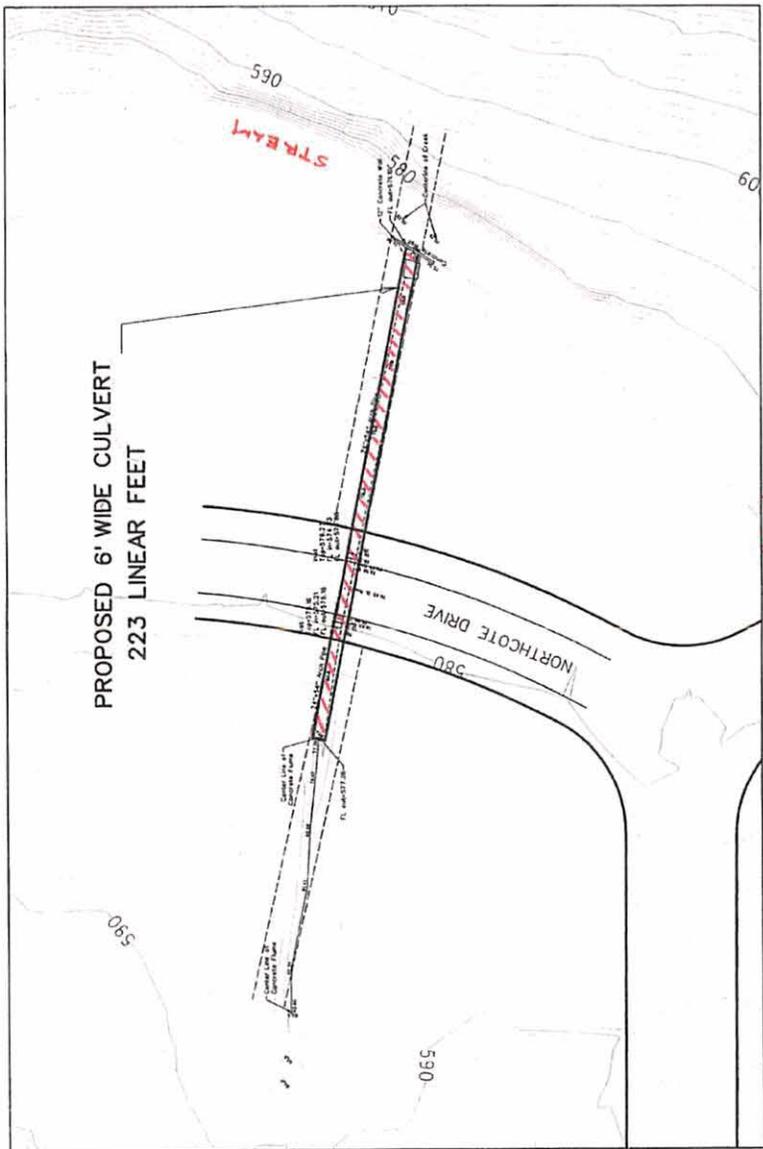
- 4 ft x 6 ft box culvert area = 24 sq-ft
- 3 ft x 6 ft box culvert area = 18 sq-ft

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.

Established 1888
SCHOEL ENGINEERING COMPANY, INC.
1001 22nd Street South | Birmingham, AL 35205
P 205-323-6166 | F 205-323-2252 | schoel.com



Sam Gaston

From: Ronald Vaughn <vaughnr@mtnbrook.org> on behalf of Ronald Vaughn
 Sent: Tuesday, September 08, 2020 9:25 AM
 To: Sam Gaston; Steve Boone
 Subject: Fwd: 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
vaughnr@mtnbrook.org

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

Mark Simpson, PE, CFM

Senior Hydrologist

Schoel Engineering

1001 22nd Street South | Birmingham, Alabama 35205

Direct: 205.313.1155 | Main: 205.323.6166 | Fax: 205.328.2252 | Cell: 205.789.4724

msimpson@schoel.com | www.schoel.com



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From: Ronald Vaughn <vaughnr@mtlnbrook.org>
Sent: Saturday, August 22, 2020 1:37 PM
To: Mark Simpson <msimpson@schoel.com>
Cc: Walter Schoel III <wsiii@schoel.com>
Subject: Re: Northcote

Thanks much.

Have a good weekend

Sent from my iPhone

On Aug 21, 2020, at 3:45 PM, Mark Simpson <msimpson@schoel.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.



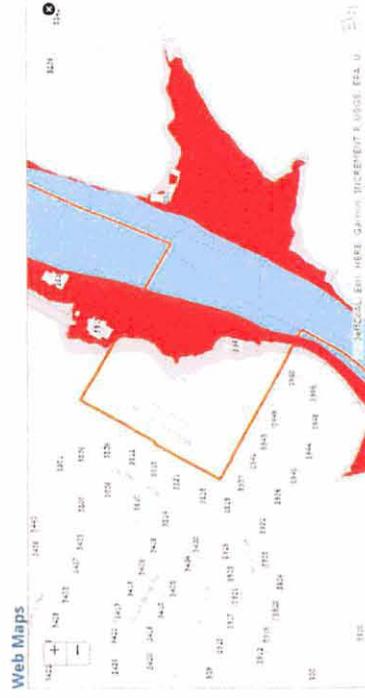
Said property is for sale (has been for some time), and the MB neighborhood has concerns that they wish to share with the council. There is no action (or vote) requested at this time; the neighborhood wants to make the council aware of that a potential 15-lot Vestavia subdivision that may transpire. 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 1/2 of it is in the floodway (red) or floodplain (grey); neither of which is developable. *(Please disregard the grey MB/VH delineation line (from county maps)... the red jurisdictional boundary is correct.*



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

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 Bifar 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,(shops), 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 inflow of out of town workers-burgaries 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 access
- 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
- Detrimental 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 Proclamation	Constitution Week proclamation	Exhibit 1
----------------------------------	--------------------------------	-----------

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 2, Appendix 1
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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:

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:

Claim ID	Payee	Address/Payer
4123871	Emmet O'Neil Librarybrassfield	PO Box 2527 Birmingham, AL 35202 from Trane US, Inc.
4123872	Emmet O'Neil Librarybrassfield	PO Box 2527 Birmingham, AL 35202 from Trane US, Inc.

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 or 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.

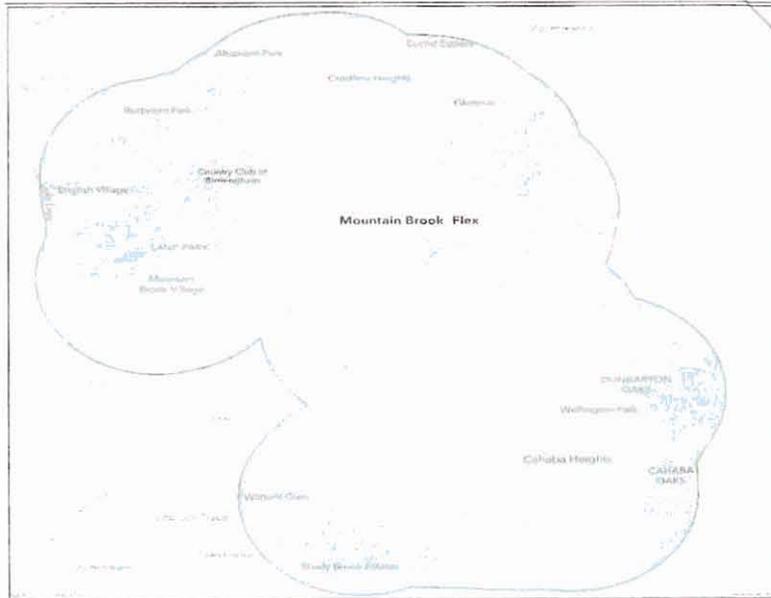
Section 5. If a court or competent authority finds that any provision of this ordinance is invalid, illegal, or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this ordinance shall not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

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

APPENDIX 9

MOUNTAIN BROOK FLEX ZONE MAP

EXHIBIT B-2.1



MOUNTAIN BROOK SERVICE PLAN MAP

EXHIBIT B-1.1

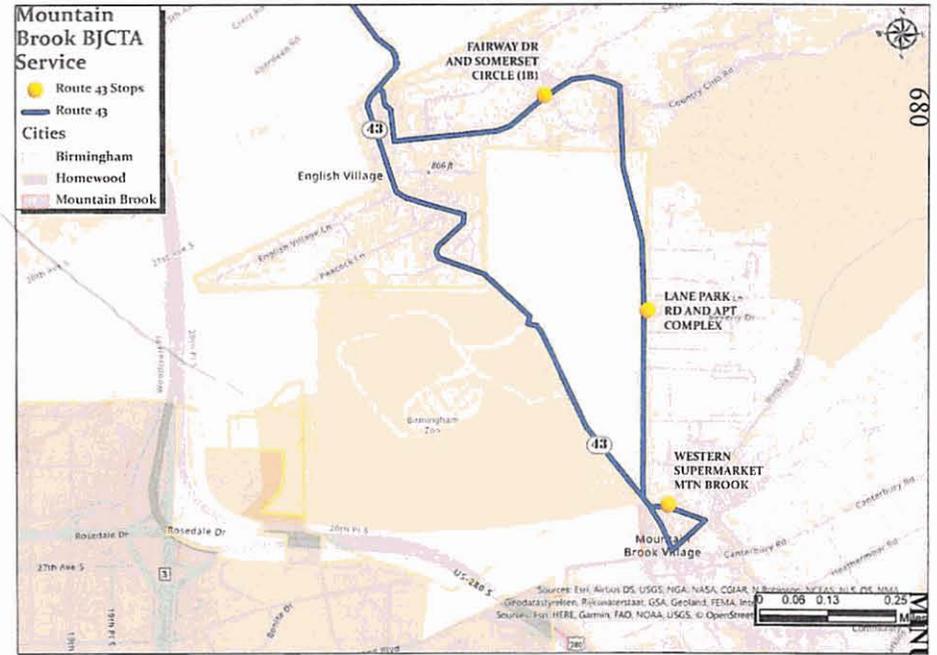


EXHIBIT B-2

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 trips, and serves point to point or origin and destination directly, rather than stop to stop.

Current and Proposed Hours	765.00
Rate	\$82.36
Current and Proposed Service Span	8:00 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	\$18,901
Adjusted Annual Cost	\$44,104

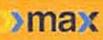
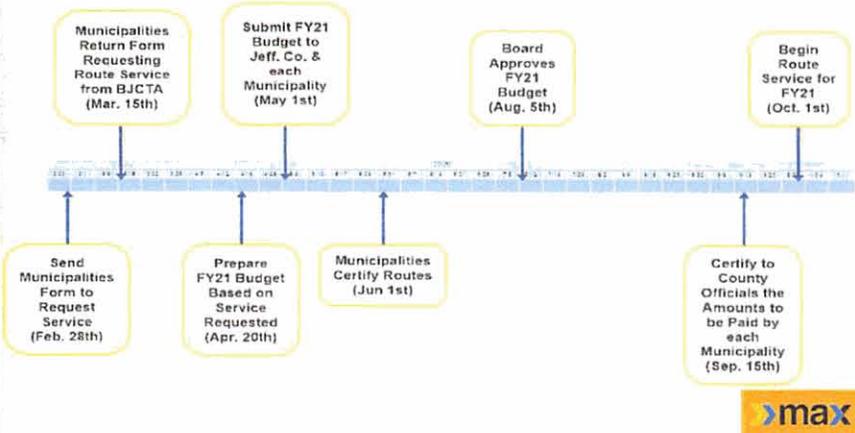
ENABLING LEGISLATION

EXHIBIT - C.1

SECTIONS	DESCRIPTION	DETAILS
Section 24	Annual amt to be paid to BJCTA by Jefferson Co.	<ol style="list-style-type: none"> Determine the ad valorem taxes collected for the county within the city limits of each municipality served by BJCTA. County shall pay 5.5% of the 1st \$18,181,819 of taxes from 1 above, plus 2.5% of the taxes in excess of \$18,181,819. County shall determine the number of residents of the county residing in unincorporated areas having access (reasonable walking distance) to BJCTA services. County shall pay BJCTA from its general fund, \$1.00 per capita (per person) of the residents served.
Section 25	Annual amt to be paid to BJCTA by Birmingham	<ol style="list-style-type: none"> Determine the ad valorem tax collected by the county within the city limits of Birmingham. Pay BJCTA 10% of the amount determined in step 1 above.
Section 26	Request for transit service by municipalities <i>(MARCH 1ST)</i>	Municipalities shall file a written request for service setting forth the routes and frequency of service requested.
Section 27	BJCTA Annual Budget <i>(MAY 1ST)</i>	<ol style="list-style-type: none"> Submit a written budget to the county and each municipality that requested service in Section 26 above. Budget (for the forthcoming FY) shall set forth the number of hours of operation and anticipated cost per hour, exclusive of fare box revenues, federal operating subsidies, ad valorem and other taxes pursuant to Sections 24 and 25 above. Municipalities that request service that requires vehicles to travel through areas not served by BJCTA, are responsible for the operating time from the last scheduled pick-up until the vehicles reach the city limits of the requesting municipality. The governmental entity within the county which made the largest total payment during the preceding FY is authorized to review the budget



ENABLING LEGISLATION TIMELINE



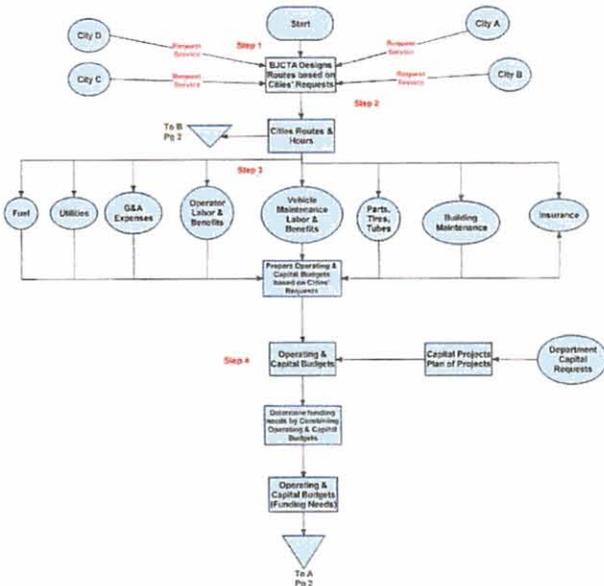
ENABLING LEGISLATION (continued)

SECTIONS	DESCRIPTION	DETAILS
Section 27	Budget Review <i>(MAY 15TH)</i>	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.
Section 28	Certify Routes <i>(JUNE 1ST)</i>	Each municipality shall certify in writing to BJCTA the routes to be operated during the forthcoming FY and agree to make payments to BJCTA as provided in Section 9 below. The routes are subject to equipment availability
Section 29	Cost Allocation	All of the municipalities served may by written agreement filed with BJCTA, agree to allocate costs of operation by any such route on a basis different than provided herein.
Section 30	Annual Amount to be Paid by Municipalities <i>(SEP 15TH)</i>	Annual amount to be paid to BJCTA by each municipality is to be ascertained by multiplying the hours of operation based on the routes certified in Section 28, by the cost per hour as set forth in Section 27.2 above.
Section 32	Payments	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 BJCTA.
Section 33	Audit	The County, Birmingham and each participating municipality shall have the right to audit, at its own expense, the records of BJCTA.



EXHIBIT F-1.1

Budget & Rate Development Process
Page 1 of 2

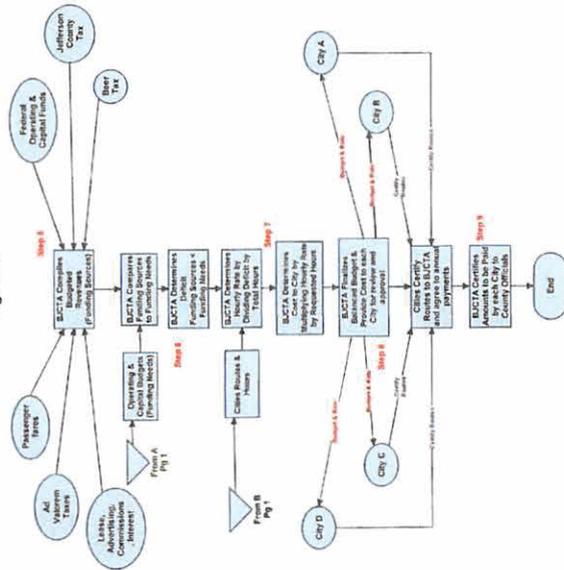


1 unincorporated area served by the authority by a municipality.
 2 Such residents shall be deemed to be served by the authority
 3 and there shall be paid annually out of the general funds of
 4 the authorizing county a sum equal to one dollar (\$1.00) per
 5 capita of the residents thus deemed to be served.
 6 Section 25. The amount to be paid to the authority
 7 by the principal municipality during each fiscal year shall be
 8 ascertained by determining the amount of ad valorem tax
 9 collected for the authorizing county within the city limits of
 10 the principal municipality, in addition to the amount
 11 determined in Section 30. The principal municipality shall pay
 12 to the authority annually from its general funds an amount
 13 equal to 10 percent of the ad valorem tax collected by the
 14 authorizing county within the city limits of the principal
 15 municipality each year.
 16 Section 26: On or prior to the beginning of the
 17 seventh month before the start of each fiscal year the
 18 principal municipality and each municipality located in the
 19 authorizing county which desires to be served by the authority
 20 during the forthcoming fiscal year shall file a written
 21 request with the authority for the services which request
 22 shall set forth the courses and frequency of service requested.
 23 Section 27. On or prior to the beginning of the
 24 fifth month before the start of each fiscal year the
 25 authority shall prepare and submit to the authorizing county,

BIRMINGHAM-JEFFERSON COUNTY TRANSIT AUTHORITY
Budget and Rate Development Process Flow

EXHIBIT F-1.2

Budget & Rate Development Process
Pg 2 of 2



Step	Description	Process Details
1	Cities request service	As required by the Enabling Legislation, by March 1 st of each year, cities should request transit service (routes) from BJCTA for the upcoming fiscal year. Route request forms are sent to each city to use for submitting the request.
2	BJCTA design routes	Based on the cities' requests, BJCTA designs routes that will operate in each city. BJCTA will meet with each city to ensure the routes meet their needs.
3	BJCTA 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 to some degree the capital budgets for BJCTA. These drivers will determine the following: <ul style="list-style-type: none"> 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 Additionally, other general and administrative costs are determined <ul style="list-style-type: none"> 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 has a 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: <ul style="list-style-type: none"> 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 Beer 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 those costs. Consequently, in accordance with the Enabling Legislation, the participating municipalities must fill the void.

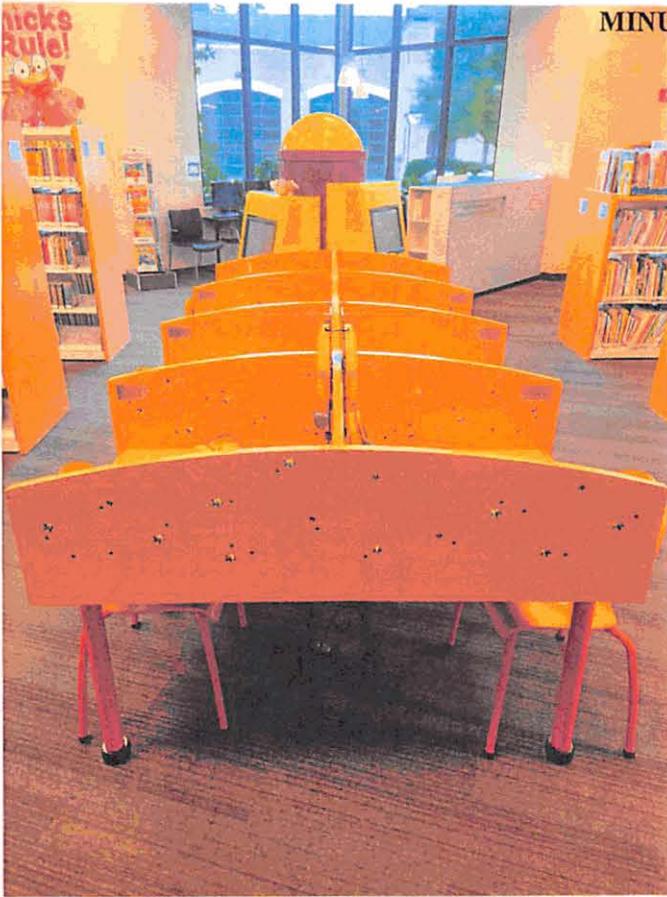
APPENDIX 1

Exhibit F-1.4

BIRMINGHAM-JEFFERSON COUNTY TRANSIT AUTHORITY
Budget and Rate Development Process Flow

7	Determine Hourly Rate and Cost to Cities	Each city is charged a share of the unmet need in direct proportion to their share of the total hours requested as determined in Step 3 above. The process of charging the cities is to first compute the hourly rate which is the quotient of dividing the unmet need, by the total number of hours requested by all cities: <ul style="list-style-type: none"> E.g. Unmet Need (\$12,048,642)/total hours Requested (146,292) = Hourly Rate (\$82.36) The resultant rate of \$82.36 is then multiplied by the hours for a city (e.g. Birmingham's hours was 121,418) to arrive at the annual cost for the city \$10,000,000. Since Birmingham gets 83% of the total hours (121,418/146,292), they pay 83% of the unmet need (\$10,000,000/\$12,048,642).
8	Finalize Budget and Provide Cost to Cities	By filling the unmet need with funding from each city, the budget is now balanced. This budget with each city's computed revenue apportionment is provided to each city for final review and approval.
9	Certify Amounts to be Paid by Cities to County Officials	On September 15 th , BJCTA shall certify the amounts to be paid by the cities in Jefferson County electing to be served by BJCTA to the county tax collector, revenue commissioner or director of revenue.

MINUTE BOOK 91



<https://mail.google.com/mail/u/0/#search/gardner%40oneallibrary.org?projector=1>

1/1

683



2020-150

APPENDIX 2

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2020-152

Life-to-date	2018-2020	2017-2018	2016-2017
Oct	\$ 141,700.00	\$ 48,100.00	\$ 45,700.00
Nov	219,300.00	67,300.00	63,000.00
Dec	191,600.00	43,200.00	68,500.00
Jan	190,600.00	48,200.00	44,800.00
Feb	182,600.00	48,500.00	44,700.00
Mar	142,200.00	0	47,500.00
Apr	167,700.00	0	47,800.00
May	182,600.00	0	72,100.00
Jun	192,000.00	0	47,700.00
Jul	244,000.00	0	69,900.00
Aug	185,100.00	0	48,200.00
Sep	485,000.00	300,100.00	48,800.00
	\$ 2,526,000.00	\$ 638,000.00	\$ 810,000.00

Authorized by 2017-008

- #102717, (2017-009 adopted 01/10/2017)
- #102668, 206/2017
- #103314, 362/2017
- #103894, 303/2017
- #104433, 601/2017
- #104948, 706/2017
- #105161, 703/2017
- #103890, 04/27/2017

Account	Balance	Debit	Credit	Balance
Historical Excess Pension Contributions				
Oct	\$ 141,700.00	\$ 48,100.00	\$ 45,700.00	\$ 139,300.00
Nov	219,300.00	67,300.00	63,000.00	215,000.00
Dec	191,600.00	43,200.00	68,500.00	216,900.00
Jan	190,600.00	48,200.00	44,800.00	197,200.00
Feb	182,600.00	48,500.00	44,700.00	190,200.00
Mar	142,200.00	0	47,500.00	190,200.00
Apr	167,700.00	0	47,800.00	190,200.00
May	182,600.00	0	72,100.00	190,200.00
Jun	192,000.00	0	47,700.00	190,200.00
Jul	244,000.00	0	69,900.00	190,200.00
Aug	185,100.00	0	48,200.00	190,200.00
Sep	485,000.00	300,100.00	48,800.00	190,200.00

2020-153



Steve Boone <boones@mtnbrook.org>

MINUTE BOOK 91

CLAIM	RESULTS	CLAIMS TO DATE	FORBIDDEN	BOOKING DATE	STATUS	TRANE CLAIM	CLAIM ID
CLAIM	RESULTS	CLAIMS TO DATE	FORBIDDEN	BOOKING DATE	STATUS	TRANE CLAIM	CLAIM ID

685

Re: unclaimed property

1 message

Lindsay Gardner <lgardner@eolb.org>
To: Steve Boone <boones@mtnbrook.org>, Steve Stine <sstine@bishopolvin.com>

Thu, Jul 23, 2020 at 10:07 AM

Yes, I'm happy to contact Trane and see if I can't get some information.

Lindsay

From: Steve Boone <boones@mtnbrook.org>
Sent: Thursday, July 23, 2020 9:11 AM
To: Steve Stine <sstine@bishopolvin.com>
Cc: Lindsay Gardner <lgardner@eolb.org>
Subject: Re: unclaimed property

Lindsay, I can go through the state to attempt recovery. This generally takes Council action naming 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 first?

On Thu, Jul 23, 2020 at 8:55 AM Steve Stine <sstine@bishopolvin.com> wrote:
Lindsay, Mr O'Neil's information is news to me. I do not know anything about the history of any rebate that Trane may have made or tried to make on a past Library improvement project. Brass 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 State would prefer to interact with the Library's officials on this.

Steve

On Wed, Jul 22, 2020 at 5:20 PM Lindsay Gardner <lgardner@eolb.org> wrote:
FYI. If I need to do anything about this, please let me know.

Thanks,
Lindsay

From: Lindsay Gardner <lindsaygardner@yahoo.com>
Sent: Wednesday, July 22, 2020 4:59 PM
To: Lindsay Gardner <lgardner@eolb.org>
Subject: Fw: From Frank O'Neil

----- Forwarded Message -----
From: Frank O'Neil <fonail@mac.com>
To: Lindsay Gardner <lindsaygardner@yahoo.com>
Sent: Wednesday, July 22, 2020, 03:42:56 PM CDT
Subject: From Frank O'Neil

Hi Lindsay,

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 misspelled

https://mail.google.com/mail/u/0?ik=01587315a1&view=pt&search=all&permthid=thread-f%3A1672967298335761722%7Cmsg-f%3A1673020651740... 1/2

From my former life, this looks like a rebate from Trane after work that might have been done by Brassfield & Gorrie (All I see is Brassfield).

I would guess the city attorney could pursue it for you using the claim number in the screen shot above. You can also look it up yourself at <https://alabama.findyourunclaimedproperty.com/app/claim-search>

Hope that helps,
Frank O'Neil

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

APPENDIX 4

https://mail.google.com/mail/u/0?ik=01587315a1&view=pt&search=all&permthid=thread-f%3A1672967298335761722%7Cmsg-f%3A1673020651740... 2/2



CITY OF MOUNTAIN BROOK
P. O. Box 130009
Mountain Brook, Alabama 35213-0009
Telephone: 205.802.3400
www.mtnbrook.org

September 15, 2020

Treasurer
State of Alabama
Unclaimed Property Division
P. O. Box 302520
Montgomery, AL 36130-2520

Re: Claim ID 4123871, 4123872

Dear Treasurer:

On behalf of the Mountain Brook City Council, please accept this letter (and attached copy of Resolution No. 2020-152) 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 (dba/Emmet O'Neal Library)
c/o Steven Boone, City Clerk
P. O. Box 130009
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 2016, the City engaged Brasfield Gorrie to oversee the installation of two Trane HVAC units atop the library building. Trane US, Inc. apparently mis-titled the project owner's name as Emmet Oneil LibraryBrasfield.

If you have any questions or require any additional information, please contact me at (205) 802-3803 or e-mail me at gastons@mtnbrook.org.

Sincerely,

Steven Boone
Steven Boone, City Clerk
Authorized Representative

**City of Mountain Brook
Amended Safer at Home Plan**

2020-154

On May 21, 2020, the State Health Officer issued a Safer at Home Order (the "Order") to be implemented statewide.² That Order permits the re-opening and use of certain public facilities under conditions that 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 application of the Order to 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:
 - i. 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.
 - ii. 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. The use of tennis courts shall be permitted subject to the following:
 - o Participants shall not congregate within six feet of other participants unless required to participate in the activity.
 - o Participants shall not share equipment (other than tennis balls), water coolers, bottles, cups, towels or other items.
 - o 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

² The Order was extended until October 2, 2020 by Order of August 27, 2020.

- b. **Court.** Municipal Court has been resumed as of June 17, 2020. Court personnel continue to be available by phone and, in some circumstances, in person to answer questions, to take payments and handle other court related matters. Persons attending court shall follow protocols established by court officials. Generally, the number of persons allowed in the courtroom shall be limited, all persons allowed in the courtroom shall wear face coverings and no guests or family members shall be permitted to attend court with defendants. Defendants shall register their attendance on the Hoyt Lane side entrance of City Hall and then wait in their vehicle until summoned by text to enter the courtroom.
- c. **Police Department.** The police department remains closed to the general public except for those parties coming to the Department by appointment. All parties that do come to the Department are subject to the access procedures in place since the COVID-19 orders were put in place. Reports may be provided over the phone for non-emergencies by calling (205) 802-2434.
- d. **Fire Department.** The fire department remains open and subject to the access procedures in place prior to COVID-19 orders. In order to maintain adequate social distancing, no persons from different households shall be permitted to occupy the waiting area/lobby of the fire department at the same time. Visitors will be required to wait outside the entrance (with appropriate social distancing) until the lobby is vacated. All visitors should call ahead for an appointment and arrangements can be discussed at that time.
6. **Public Works Facility.** The public works facility shall remain closed to the general public and meetings with administrative personnel shall be by appointment only. The general public may continue to purchase compost pursuant to current policies and subject to COVID-19 guidelines related to social distancing.
7. **Library.** The library is open to the public Monday-Saturday, 10 am - 2 pm. Curbside Pick-up services for library materials are available Monday-Friday 10 am - 6 pm, and Saturday 10 am - 2 pm.
8. **Face Masks/Coverings.** The City will abide by State and County Health Orders in its facilities and on all City property with regard to the use of face masks or face coverings. Pursuant to Orders in place as of the date of this Amended Plan, facemasks or face coverings shall be required in all parts of municipal buildings open to the general public until further notice unless one or more of the exceptions in Section 3 of the County Health Order of June 30, 2020 is applicable.

- 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 patrons 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:
 - o Mountain Brook Jr. High
 - o Mountain Brook Elementary
 - o Crestline Elementary
 - o Brookwood Forest Elementary
 - o Cherokee Bend Elementary
 - o Rathmell (MB Sports Park Foundation use only)
 - o Mountain Brook High School
 - o Soccer Fields
 - o Tennis Courts
 - o Track
 - o Baseball Fields (except for Varsity field)

Organized 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 should enter City Hall through the entrance on the Hoyt Lane side (Oak Street Garden) of the building and exit through the entrance on the Tibbett Street side (Police) of the building.
 - a. **Administrative Services.** City administrative services shall continue by way of telephone, email or the City's website, www.mtnbrook.org, or P.O. Box 130009, Mountain Brook, AL, 35213. Those 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.

APPENDIX 2

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
MBHS Tennis Courts	Overton Park
Lower Soccer Fields	Jemison Park x 2

We will also be adding a new one on the Irondale 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.

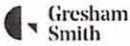
The water itself is not harmful or able to spread Covid-19. The risk comes from pressing the button to operate the bubbler. Several of ours have foot pedals so that is a plus.

I can't 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 NRPA sends out a questionnaire regularly to see what communities across the country are doing and the last survey posted on August 21 says that 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 to have them open under my discretion in the event we need to shut them down quickly for some reason.



September 9, 2020

Sam Gaston, City Manager
City of Mountain Brook
56 Church Street
Mountain Brook, AL 35213

Subject: Additional Services Proposal
BWVB Water Main Relocation & Contract Document Revisions
Bridge Replacement on Caldwell Mill Road over Little Shades Creek
Gresham Smith Project No. 42480.DG

Dear Sam

As you are aware, the existing water main under Little Shades Creek must be relocated in order to construct the new bridge on Caldwell Mill Road. We have been coordinating this relocation with Birmingham Water Works Board (BWVB) for some time. BWVB has generally been somewhat unresponsive to our requests to coordinate the water main relocation, and the BWVB staff working on the relocation changed in the middle of the process. As we've discussed previously, BWVB has recently proposed attaching their relocated water main to the downstream headwall of the new bridge. Contech has indicated that they can make provisions for this in the design and construction of the headwall.

Our original scope of services for this project included utility coordination work to submit plans to all utility companies in the area and identify any utility relocations that are needed. Utility relocation design services were not included in our original scope of services. With the proposal by BWVB to attach their relocated water main to the headwall of the new bridge, Gresham Smith is in a position where we have to get involved in coordinating the sequencing and some of the details of this relocation work with BWVB and Contech.

We are requesting the City's approval of additional utility design/coordination services related to the relocation of the BWVB water main. In order to keep the water main relocation and the project moving forward, we have already completed the following tasks:

1. Made several plan submittals to BWVB for their use in designing the water main relocation.
2. Several calls and emails with BWVB to coordinate our project construction with their proposed water main relocations. BWVB personnel working on this changed in the middle of the process.

3. Several calls and emails with BWVB to discuss water main relocation options and schedule.
4. Facilitated meeting with BWVB, City of Mountain Brook and Contech to discuss installing relocated water main on the bridge.
5. Coordinated details of water main installation on bridge headwall with BWVB and Contech.

Future tasks to that still need to be completed are:

1. Additional coordination with BWVB on the sequencing and details of the water main relocation.
2. Coordinate mounting bracket and water main details with Contech. Review revised Contech headwall plans and forward to BWVB for review and concurrence.
3. Make revisions to Gresham Smith plans to accommodate future relocation of water main during construction of the bridge project.
4. Coordinate with BWVB during construction of the bridge so they can relocate the water main at the appropriate time during construction and not delay the re-opening of the bridge and completion of the project.

To date, Gresham Smith has expended \$3,025 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 BWVB will go smoothly, and we will not need the entire budget amount. Therefore, Gresham Smith requests the City's approval of \$5,825 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 EJCDC contract documents.

In June, the City Attorney advised that he had developed some public works project construction contract documents for the City that were adapted from documents from the State of Alabama Division of Construction Management. We will 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 edit 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 requests above. If you have any questions, please don't hesitate to contact me.

Gresham Smith

Genuine Ingenuity
3595 Grandview Parkway
Suite 300
Birmingham, AL 35243
205-298-8200
GreshamSmith.com

Mr. Sam Gaston
September 9, 2020
Page | 3

Sincerely

Blair Perry, P.E.
Project Manager

BGP

Copy: Ronnie Vaughn - City of Mountain Brook
Sammy Horton - Gresham Smith

APPENDIX 6

Agreement for Consulting Services

Mountain Brook Junior High School Pond Modification

September 10, 2020

This AGREEMENT, entered into by and 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 for Consulting Services associated with the design of modifications to existing detention at Mountain Brook Junior High 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 indicates that modification to the existing pond outlet structure is required for reasonable improvement to the pond function. In addition, further flood protection can be achieved by increasing the vertical operating range by constructing a short wall along a portion of the pond rim. This work will include developing construction documents with design details for the recommended improvements.

PROPOSED SCOPE & SERVICES

1. Design of Outlet Structure Modification and Pond Rim Wall

The Consultant would prepare Construction Documents for the pond improvements. Previously gathered topographic data will be leverage for this scope item. The detailed scope is as follows:

- Coordinate as required with Client
Develop preliminary design for review and approval by the Client
Preparation of Final Construction Plans, Including:
o Cover Sheet
o Site Layout Plan
o Design Details
Preparation of technical specifications
Submittal to the City for review

Lump Sum Fee \$ 9,500

2. Assistance with Contractor Selection

The Consultant would assist the Client with contractor selection. The preliminary cost estimate suggests that the cost of the work will not exceed the threshold required by the Public Works Bid Law to seek public bids. The Detailed Scope is as follows:

- Assist in the selection of the Contractor
Address questions posed by selected Contractor, issue clarifications if required
Assist client with contract preparation and coordinate Client/Contractor administration
Develop unit price or lump sum payment items for Contractor

Proposed Fee \$ 3,500 (fee for this phase billed hourly per enclosed schedule, but not to exceed Proposed Fee)

3. 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
Minor construction-related revisions - Revisions required as a result of field conditions or as agreed upon by the Client

Proposed Fee \$ 3,500 (fee for this phase billed hourly per enclosed schedule, but not to exceed Proposed Fee)

NOT INCLUDED IN SCOPE OF WORK

- Structural engineering
Modifications to the pond other than those outlined in the scope
Full Construction Engineering and Inspection (CEI), not assumed to be required
Assistance with Public Bid for work
Video inspection of existing culverts. Can be performed by Client or through an additional services agreement.
Construction surveying
Preparation of construction easement documents
Stormwater permitting with ADEM (not required)

If additional services not included in the above scope are performed, those additional services should be approved by Client in advance and may be billed according to the attached Schedule of Unit Rates.

APPENDIX 7

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

Table with 2 columns: Position/Service and Rate. Includes 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), Transportation (\$ 0.58 per mile)

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.

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. Plans, specifications, and submittals will be prepared in accordance with the written standards of the governing authorities having jurisdiction. Any extraordinary requirements for approvals will be considered additional services. Except as expressed herein, no other warranty, expressed or implied, is made. Nothing in this agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

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 attorneys' 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 (a "Professional Liability Claim"); provided that (i) Consultant's total liability for a Professional Liability Claim (including, but not limited to, those arising from its 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 subpart 7(a) below; and (ii) nothing in this provision obligates Consultant to indemnify Client from a Professional Liability Claim resulting from Client's negligence or willful misconduct;

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(b) any Claims for bodily injury, death, or property damage by third parties against the Client that arise out of any "occurrence" 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 subpart 7(b) below; and (b) 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 at a revised fee 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 one-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 schedules.

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.

(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

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(e) 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 an 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 those 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 cancellation, 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, the delayed party's time for performance will be excused 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 procedures at the Project site, nor will it be responsible for the quality of the work performed by the Contractor or any consultants 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.

14) This Agreement is entered into 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 notices 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 Benson-Hammann 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. During the performance of this Agreement, the Consultant shall participate in the E-Verify program as 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; (iii) 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 such subcontractors 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. Consultant further represents and warrants that it shall not hire, retain or contract with any subcontractor to work on the Project in Alabama which it knows is not in compliance with the Act; and (iv) 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.

23) Amendment. Neither this Agreement nor any of the provisions herein may be amended or modified except in accordance with the terms of a subsequent 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.

APPENDIX 7

(Signatures Page Follows)

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 BUREAU BROOK, ALABAMA (CLIENT)

By: Seward H. Welch III
Seward H. Welch III

Its: Mayor

Date: 2/14/2020

SCHOEL ENGINEERING COMPANY, INC. (CONSULTANT)

By: Walter Schoel III
Walter Schoel III

Its: President

Date: September 11, 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: _____

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 Paratransit Consortium d/b/a ClasTran, an Alabama nonprofit corporation ("ClasTran").

WHEREAS, ClasTran provides much needed, cost effective services to communities and families, including those in Mountain Brook, Alabama; and

WHEREAS, ClasTran provides low cost, subsidized transportation services to the following riders, including those who live in, work in or visit Mountain Brook:

- 1. People who are sixty years of age or older;
- 2. People who are eligible for paratransit under the Americans with Disabilities Act; and
- 3. People who reside in and travel to or from rural Jefferson or Shelby Counties.

WHEREAS, ClasTran receives its primary funding through federal transportation agency grant funds which require a local match from local governments; and

WHEREAS, as a result, ClasTran depends on financial support from local governments to provide such services and has requested assistance from the City so that it may continue to provide needed services to residents of Mountain Brook; and

WHEREAS, in consideration of the payment referred to hereinafter, ClasTran has agreed to offer such transportation services for the residents of the City, as set forth below.

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

- 1. City shall pay to ClasTran the sum of one thousand and no/100 dollars (\$1,000.00) for services for the one-year period from October 1, 2020 through September 30, 2021 ("Contract Funds"). ClasTran understands and agrees that the City is entering into this agreement for one year only and that there is no expectation to future funding of any sort from the City.
- 2. In consideration of the payment of the Contract Funds by City, ClasTran shall offer transportation services to eligible riders in the City of Mountain Brook and serve such riders on an as needed and where needed basis, pursuant to the duly established policies, procedures, terms and conditions of ClasTran.
- 3. ClasTran shall provide all personnel, supplies, equipment and expertise necessary to fulfill its obligations under this Contract. ClasTran is an independent contractor and none of its agents or employees shall be deemed to be under the control of City, nor shall any of the agents or employees or other persons, firms or corporations

conducting business for, or on behalf of, ClasTran be deemed to be agents or employees of City.

4. ClasTran shall indemnify City and its employees and elected officials, and hold them harmless from and against, all actions, causes of action, claims, demands, damages, losses and expenses of any kind, including, but not limited to, attorneys' fees and court costs, which may be asserted against, or suffered by, City or its employees or elected officials arising out of, or in connection with:

- a. the performance, or attempted performance, by ClasTran or its agents or employees of ClasTran's obligations under this contract; and
- b. any claim that the Contract Funds were improperly paid by City to ClasTran.

5. ClasTran agrees to employ accounting procedures which are appropriate to the types of operations conducted by ClasTran and which are customary to similar operations. All financial records and other documents pertaining to this Contract shall be maintained by ClasTran for a period of three (3) years after the expiration or termination of this Contract. City shall have full access to, and the right to examine, such financial records and other documents at all reasonable times during the term of this Contract and during said three (3) year period. ClasTran agrees that, upon request from City, ClasTran will submit to, and cooperate with, periodic audits by the Alabama Department of Public Examiners or other audit procedures requested by City.

6. ClasTran and the representative of ClasTran, who executes this Contract, by the execution of this Contract, certify that:

- a. no part of the Contract Funds paid by City pursuant to this Contract shall be paid to, or used in any way for the personal benefit of, any elected official, employee or representative of any government or any family member of any such official, employee or representative, including federal, state, county and municipal governments and any agency of any such government;
- b. neither ClasTran nor any of its officers, agents, representatives or employees has in any way colluded, conspired or connived with any elected official, employee, or representative of City, or any other elected official or public employee, in any manner whatsoever, to secure or obtain this Contract; and;
- c. except as expressly set out in this scope of services of this Contract, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made to any such elected official, employee or representative of City as an inducement or consideration for this Contract.

Any violation of this certification shall constitute a breach and default of this Contract which shall be cause for termination. Upon such termination, ClasTran shall immediately refund

APPENDIX 8

to City all amounts paid by City pursuant to this Contract.

IN WITNESS WHEREOF, ClasTran has caused this Contract to be executed by its duly authorized representative on _____ and City of Mountain Brook has caused this Contract to be executed by its duly authorized representative, on (date) September 14, 2020, but this contract shall be effective as of (date) October 1, 2020.

ATTEST: Shari Spencer

City of Mountain Brook
By: Stewart Welch III
ClasTran

ATTEST: _____
By: _____



P.O. Box 10386, Birmingham, AL 35202-0386
Phone (205) 325-8787 Fax (205) 325-8788

Central Alabama's Specialized Transit
A Project of the Birmingham Regional Paratransit Consortium

August 21, 2020

Mayor Stewart Welch III
City of Mountain Brook
P.O. Box 130009
Mtn Brook, AL 35213
Re: ClasTran 2021 Local Match

Dear Mayor Welch III,

On behalf of our customers, Board of Directors and employees at ClasTran, we wish to thank you for your past support. The people we serve as well as their families and care takers depend on the quality transportation that ClasTran provides.

During 2020-21 ClasTran will be managing FTA grants to continue the service for elderly, disabled and rural citizens of Jefferson County. These grants require matching funds. Transportation is provided to dialysis treatments, adult daycare facilities and other essential destinations such as to access health care, food and other basic needs necessary to maintain quality of life.

ClasTran continues to complete as many trips as requested even during the pandemic. However, please recommend any ways in which we can provide more transportation to your service area.

We are requesting \$1,000.00 in local matching funds. We would use this with other matching funds from Jefferson County to provide service using ClasTran buses to your city and the surrounding area.

Your city's contribution could be spread over as many as 12 monthly payments. We hope that you and the City Council will favorably consider this request. Our elderly and disabled citizens rely on this service every day.

If you have any questions, please feel free to call me at 205-325-8787 or e-mail me at spencer@clastran.com.

Sincerely,
Shari Spencer
Shari Spencer
Executive Director

Sam Gaston

From: Dee Brightwell <DBrightwell@ArbourValley.com> on behalf of Dee Brightwell
Sent: Wednesday, September 09, 2020 11:13 AM
To: gastons@mtnbrook.org
Cc: forbesj@mtnbrook.org
Subject: Petition for Reduced speed limit and stop sign - Briar Oak Circle
Attachments: Petition to City of Mountain Brook - Speed limit and stop sign.pdf

Sam,

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-sacs 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: 205-909-0060
C: 205-777-9132
www.arbourvalley.com



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: 205-909-0060
C: 205-777-9132
www.arbourvalley.com



APPENDIX 9

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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:



Black Lance
3709 Briar Oak Circle

[Handwritten signature]

Attached are the resident addresses and signatures:

Alexander, Heather & Chris
3727 Briar Oak Circle

*Chris Alexander
Heather Alexander*

Brightwell, Dee and Sara
3724 Briar Oak Circle

Dee Brightwell

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Burruss, Anne and John
3728 Briar Oak Circle

*John Burruss
Anne Burruss*

Holloway, Dawn and Edward
3729 Briar Oak Circle

*Edward Holloway
Dawn Holloway*

Sanders, Karen and Brent
5704 Briar Oak Circle

Karen Sanders
Brent Sanders

Blanton, Kim and Frank
3725 Briar Oak Circle

~~MKP Blanton~~
Frank L. Blanton

APPENDIX 9

Holden, Louise and Heath
3721 Briar Oak Circle

Louise Holden

Graves, Mary Frances and David
3715 Briar Oak Circle

~~M Frances Graves~~
Mary Frances Graves

Simma, Sarah and Chris
3728 Briar Oak Circle

MINUTE BOOK 91

Sam Gaston

From: Richard Caudle <richard@skipperinc.com> on behalf of Richard Caudle
Sent: Wednesday, September 09, 2020 1:24 PM
To: Sam Gaston; Ted Cook; Ronald Vaughn
Subject: RE: Petition for Reduced speed limit and stop sign - Briar Oak Circle

Yes, 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 Vann Road Suite 100
Birmingham, Alabama 35235
richard@skipperinc.com
(205) 655-8855 fax (205) 655-8825
Cell (205) 790-4307 home (205) 594-4708

From: Sam Gaston <gastons@mtnbrook.org>
Sent: Wednesday, September 9, 2020 1:14 PM
To: Richard Caudle <richard@skipperinc.com>; Ted Cook <cookt@mtnbrook.org>
Subject: RE: Petition for Reduced speed limit and stop sign - Briar Oak Circle

You recommend a stop sign as well?

Sam S Gaston
City Manager
City of Mountain Brook, AL
56 Church Street

APPENDIX 9