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 5:45 p.m. on the 23rd day of November, 2020. The Council President Pro Tempore ("Council President") called the pre-meeting to order and the roll was called with the following results:

Present:  William S. Pritchard III, Council President Pro Tempore  
          Gerald A. Garner  
          Alice B. Womack  
          Stewart Welch III, Mayor

Absent:  Virginia C. Smith, Council President  
          Lloyd C. Shelton

Also present were City Attorney Steve Stine, City Manager Sam Gaston, and City Clerk Steven Boone.

1. **AGENDA**

1. Crestline Field dog ban hours—Shanda Williams (Resolution No. 2020-203 was added to the formal meeting agenda.) School officials will manage the lock weekdays. The interior gate will remain open all day for school children to move between the field and school property. The gates will be unlocked weekends.

2. City/Chamber Promotional video—Leadership Mountain Brook class (The promotional video was shown to the meeting participants. It was suggested that the video be distributed to area realtors and also available on the City’s and Chamber’s websites.)

3. Traffic study of Dexter Avenue and Vine Street intersection—Richard Caudle of Skipper Consultants. (It was agreed by all that this matter will be formally considered at the next regular meeting of the City Council on December 14, 2020.) The traffic consultant is recommending the intersection be made a 4-way stop.

4. Recommendation to make Arundel Drive and Asbury Road intersection a 3-way stop—Richard Caudle of Skipper Consultants. (It was agreed by all that this matter will be formally considered at the next regular meeting of the City Council on December 14, 2020.)

5. Pedestrian Crossing study on Overton Road at Knollwood Drive—Richard Caudle of Skipper Consultants (Resolution No. 2020-204 was added to the formal meeting agenda.)

6. On-call contract with Skipper Consultants for traffic engineering studies and reviews—Sam Gaston (Resolution No. 2020-205 was added to the formal meeting agenda.)

7. Appointments (2) to the Board of Zoning Adjustment—Dana Hazen (Resolution Nos. 2020-198 and 199 were added to the formal meeting agenda.)
8. Appointment to the Villages Design Review Committee—Dana Hazen (Resolution No. 2020-200 was added to the formal meeting agenda.)

9. Appointment to the Parks/Recreation Board—Shanda Williams (Resolution No. 2020-201 was added to the formal meeting agenda.)

10. Appointment to the Editorial Board—Sam Gaston (Resolution No. 2020-202 was added to the formal meeting agenda.)

11. Street light request at 1500 Amherst Circle—Sam Gaston
   - Kyle Schultz expressed his opposition to the placement of the street light at the proposed location as it is in his front yard
   - Saema Mirza of 1500 Amherst Circle stated that she is indifferent as to the exact placement of the street light
   - Gaston invited Mr. Schultz to a meeting on-site with officials from Alabama Power and the City on Monday, November 30 at 2 p.m.

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

13. EXECUTIVE SESSION AND ADJOURNMENT

   Council President Pro Tempore Pritchard make a motion that the City Council convene in executive session to discuss a matter involving potential litigation and another matter involving preparation for negotiations with a group of public employees and that the City Council shall reconvene for its regular business meeting upon conclusion of the executive session. The motion was seconded by Council member Womack. The City Attorney then certified that the topics for discussion were allowed under Alabama Law to be discussed in executive session. Then, upon the question being put and the roll called, the vote was recorded as follows:

   Ayes: William S. Pritchard III, Council President Pro Tempore
         Gerald A. Garner
         Alice B. Womack

   Nays: None

   Abstained: None

   Council President Pro Tempore Pritchard then adjourned the meeting at approximately 6:40 p.m.

14. 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 videoconference on November 23, 2020, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that no formal action or votes were conducted at said work session.

   [Signature]

   City Clerk, Approved by
   City Council December 14, 2020
MINUTES OF THE REGULAR OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
NOVEMBER 23, 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 met by way of Internet video conference at 7:00 p.m. on the 23rd day of November, 2020. The Council President Pro Tempore ("Council President") called the meeting to order and the roll was called with the following results:

Present: William S. Pritchard III, Council President Pro Tempore
Gerald A. Garner
Alice B. Womack
Stewart Welch III, Mayor

Absent: Virginia C. Smith, Council President
Lloyd C. Shelton

Also present were City Attorney Steve Stine, City Manager Sam Gaston, and City Clerk Steven Boone.

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

1. CONSENT AGENDA

Council President Pritchard 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 November 9, 2020, regular meeting of the City Council

2020-194 Expression of gratitude to Ellen Elsas for her dedicated service to the City on the Village Design Review Committee

2020-195 Grant Tier 1 retirement benefits to Tier 2 employees effective October 1, 2021

2020-196 Modify the City’s longevity bonus program (making permanent the current $440,000 limitation) and eliminating the longevity bonus for employees hired on or after January 1, 2021

2020-197 Modify the City’s retiree medical benefit program for employees hired on or after January 1, 2021

2020-198 Appoint Russ Doyle as a supernumerary member to the Board of Zoning Adjustment, to serve without compensation, with the term of office to end September 13, 2022

2020-199 Appoint Scott Boomhower as a full voting member to the Board of Zoning Adjustment, to serve without compensation, with the term of office to end October 14, 2022

2020-200 Appoint David Blackmon as a supernumerary to the Village

J:\Minutes & Agendas\Council\2020\20201123 Minutes.doc
November 23, 2020
Design Review Committee, to serve without compensation; the term of which will end on February 1, 2023

2020-201 Reappoint Trenton Wright to the Park and Recreation Board, to serve without compensation, with the term of office to end October 26, 2025

Exhibit 8, Appendix 4

2020-202 Appoint Sam Chandler to the Editorial Board of the City of Mountain Brook, to serve without compensation, with the term of office to end November 23, 2024

Exhibit 9, Appendix 5

2020-203 Close Crestline Elementary playing field to the public weekdays between the hours of 7 a.m. and 3:30 p.m.

Exhibit 10, Appendix 6

2020-204 Accept the professional services proposal submitted by Skipper Consulting, Inc., with respect to traffic engineering services related to a traffic study for the crosswalk crossing Overton Road at Knollwood Drive

Exhibit 11, Appendix 7

2020-205 Accept the professional services proposal submitted by Skipper Consulting, Inc., with respect to on-call traffic engineering services

Exhibit 12, Appendix 8

Thereupon, the foregoing minutes and resolutions (Nos. 2020-194 and 205) were introduced by Council President Pritchard and a motion for their immediate adoption made by Council member Garner. The minutes and resolutions were then considered by the City Council. Council member Womack seconded the motion to adopt the foregoing minutes and resolutions. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: William S. Pritchard III, Council President Pro Tempore
       Gerald A. Garner
       Alice B. Womack

Nays: None

Abstained: None

Council President Pritchard thereupon declared that said minutes and resolutions (Nos. 2020-194 through 2020-205 were adopted by a vote of 3—0 that and as evidence thereof he signed the same.

2. ANNOUNCEMENT

The next regular meeting of the City Council is December 14, 2020, at 7:00 p.m. (means to be announced).

3. ADJOURNMENT

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

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the regular meeting of the City Council of the City of Mountain Brook, Alabama by Internet videoconference on November 23, 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.

[Signature]

City Clerk Approved by
City Council December 14, 2020

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**EXHIBIT 1**

**RESOLUTION NO. 2020-194**

**EXPRESSION OF GRATITUDE TO ELLEN ELSAS FOR HER DEDICATED SERVICE TO THE CITY ON THE VILLAGE DESIGN REVIEW COMMITTEE**

**WHEREAS**, Ellen Elsas served on the City of Mountain Brook Village Design Review Committee for nineteen (19) years, beginning on January 28, 2002; serving as co-chair from January 2009 - March 2011, and as chair from March 2011 - February 2013. This committee, especially in its early years, was instrumental in drafting and promoting the adoption of a strong sign ordinance which has served to preserve the integrity of the village streetscapes; and

**WHEREAS**, Ellen Elsas’s dedication to place-making has enhanced the visual aesthetic of the village storefronts and sidewalks. Her enthusiasm for pedestrian friendly environs has influenced the adoption of many design review guidelines used by the Village Design Review Committee today; and

**WHEREAS**, Ellen Elsas’s attention to detail and her artistic perspective were positive contributions to the Village Design Review Committee, as well as to the Public Arts Committee; and

**WHEREAS**, Ellen Elsas lent grace, kindness, and thoughtfulness to a public hearing process that could sometimes be fraught with competing architectural design preferences and differences of opinion on aesthetics. Her cheerful demeanor was a perfect balance to her compelling voice of reason on tough design recommendations; and

**WHEREAS**, Ellen Elsas’s recommendations have always stemmed from a belief in the specialness of Mountain Brook and its villages; as she is passionately dedicated to improving the city’s public spaces; and

**WHEREAS**, Ellen Elsas volunteered her time participating in numerous work sessions on a variety of projects within Mountain Brook; from large-scale mixed-use developments such as Lane Parke to the smallest of elements in our Villages. Hers was always a valuable voice in emphasizing the importance of the context and style of the original Mountain Brook villages and the consistency of historical detailing; and

**WHEREAS**, it is the desire of the residents of Mountain Brook to express their appreciation to Ellen Elsas and recognize her service to our City.

**NOW, THEREFORE**, be it resolved that the Mayor and City Council, on behalf of all the residents of Mountain Brook, do publicly thank Ellen Elsas for her years of dedicated service and wish her well in her endeavors.
EXHIBIT 2

RESOLUTION NO. 2020-195

RESOLUTION GRANTING TIER I PENSION BENEFITS TO TIER II EMPLOYEES EFFECTIVE OCTOBER 1, 2021

WHEREAS, pursuant to the provisions of Act 2019-132 of the Alabama Legislature, employers who participate in the Employees' Retirement System pursuant to Ala. Code § 36-27-6 may elect to provide Tier I retirement benefits to Tier II plan members, and

WHEREAS, the City of Mountain Brook (2460 MTB), Mountain Brook Parks and Recreation Board (4792 MBP) and Mountain Brook Library Board (4791 MBL) each participate in the Employees' Retirement System pursuant to Ala. Code § 36-27-6 and each wishes to improve retirement benefits for its Tier II plan members;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City of Mountain Brook (2460 MTB), Mountain Brook Parks and Recreation Board (4792 MBP) and Mountain Brook Library Board (4791 MBL) each elect to provide Tier I retirement benefits to its Tier II plan members, subject to approval by the Employees' Retirement System Board of Control; that, if approved, such election shall be effective October 1, 2021, and is irrevocable.

BE IT FURTHER RESOLVED that beginning in the month that such election is effective, the City of Mountain Brook (2460 MTB), Mountain Brook Park and Recreation Board (4792 MBP) and Mountain Brook Library Board (4791 MBL) Tier II (civilian) plan members shall contribute 7.5% of their pensionable compensation to the Employees' Retirement System and the City of Mountain Brook's (2460 MTB) Tier II plan members who are firefighters or law enforcement officers, as defined by Ala. Code § 36-27-59(a), shall contribute 8.5% of their pensionable compensation to the Employees' Retirement System, as required by Act 2019-132 said contributions to be made by way of payroll withholdings by the City to be remitted by the City to the Employees' Retirement System on behalf of the employees.

APPENDIX 1

EXHIBIT 3

RESOLUTION NO. 2020-196

ELIMINATION OF THE LONGEVITY BONUS PLAN FOR EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2021 AND REAFFIRMATION OF THE $440,000 AGGREGATE LIMITATION FOR THOSE HIRED BEFORE JANUARY 1, 2021

WHEREAS, the City Council of the City of Mountain Brook, Alabama offers employees of the City of Mountain Brook, Mountain Brook Parks and Recreation Board and O'Neal Library Board annual [pensionable] longevity bonuses; and

WHEREAS, due to the ever-increasing cost of medical benefits and significant costs associated with the City's participation in the Employees' Retirement Systems of Alabama pension plan combined with the added cost of providing Tier II employees with Tier I pension benefits (Resolution No. 2020-195 adopted November 23, 2020), the City Council desires to eliminate the longevity bonus plan for all employees hired on or after January 1, 2021; now, therefore,

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby repeals and eliminates the [pensionable] longevity bonus plan for all full-time persons hired by the City of Mountain Brook, Mountain Brook Parks and Recreation Board and O'Neal Library Board on or after January 1, 2021.

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the maximum annual aggregate longevity bonus paid to qualified employees hired before January 1, 2021, shall be $440,000 as established upon the adoption of Resolution No. 2013-141 on September 13, 2013.
EXHIBIT 4

RESOLUTION NO. 2020-197

RETIREE MEDICAL BENEFIT PLAN FOR EMPLOYEES
HIRED ON OR AFTER JANUARY 1, 2021

WHEREAS, the City Council of the City of Mountain Brook, Alabama offers employees of the City of Mountain Brook, Mountain Brook Parks and Recreation Board and O’Neal Library Board conditional access to City’s group medical insurance plan offered through the Local Government Health Insurance Board (LGHIB); and

WHEREAS, due to the ever-increasing cost of medical benefits and significant costs associated with the City’s participation in the Employees’ Retirement Systems of Alabama pension plan combined with the greater cost of providing Tier II employees with Tier I pension benefits (Resolution No. 2020-195 adopted November 23, 2020), the City Council desires to modify the provisions of the retiree medical benefit plan but in such a way that does not adversely impact current employees (or retirees) while still providing access for affordable medical insurance during retirement until such time that a retiree becomes eligible for Medicare coverage whether by age or disability; now, therefore,

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City’s retiree medical benefit plan shall be as follows for all persons hired by the City of Mountain Brook, Mountain Brook Parks and Recreation Board and O’Neal Library Board on or after January 1, 2021:

1. The City shall pay an amount of the retiree medical premium equal to 2.5% for each year of service with the City [applied to the preferred rate premium amount] subject to the following conditions and limitations:
   a. The maximum City contribution for retiree medical coverage shall be as follows:
      i. Single coverage—50%
      ii. Family coverage (spouse without Medicare)—50%
      iii. Family coverage (spouse with Medicare)—50%
      iv. Should the City experience a loss, for any reason, of the preferred premium rate, the City’s maximum contribution percentages expressed above shall be reduced such that the City’s maximum contribution toward retiree medical premiums shall equal what would have been incurred under the preferred rate plan.

2. The maximum duration a retiree may participate under the City’s group medical plan is the lesser of thirteen (13) years or until the retiree becomes eligible for Medicare benefits whether by age or disability during retirement.

3. Should an employee delay their retirement until age 56 years of age or older, the City shall contribute as follows: 50% for single coverage, 50% for family coverage (spouse without Medicare) or 50% for family coverage (spouse with Medicare) provided the employee is 1) eligible for retiree medical benefits pursuant to the provisions of the LGHIB policies and 2) has been employed full-time by the City for not less than 10-years as of the effective date of retirement.

4. The retiree premium cost sharing ratios determined at the effective date of retirement shall remain in effect for the duration of the period the retiree qualifies for participation in the City’s group medical plan subject to the following conditions:
a. With respect to an employee with single coverage at their date of retirement, the City’s share of the retiree medical premium shall be either 1) the percentage of the retiree single premium as determined at their retirement date or 2) an amount equal to the percentage determined in Sec. 1. a. above of the retiree single premium should the retiree switch to family coverage at any time during retirement.

b. In the event a retiree with family coverage steps down to single coverage at any time during their retirement, the City’s portion of the premium shall be determined in accordance with Sec. 4.b. above should the retiree wish to revert from single back to family coverage.

5. The LGHIB medical benefit policies and provisions shall prevail in the event that any provision of the City’s retiree medical benefit plan conflicts therewith.

6. Notwithstanding the provisions Resolution No. 02-072 adopted on May 28, 2002, the City Council, at its sole discretion, shall open opportunities from time-to-time for qualifying employees to retire and remain in the City’s group medical plan subject to the plan provisions described hereinabove.

7. The City Council reserves the right to modify the terms of the retiree medical benefit plan for employees hired on or after January 1, 2021, at its sole discretion.

EXHIBIT 5

RESOLUTION NO. 2020-198

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Russ Doyle is hereby appointed as a supernumerary member to the Board of Zoning Adjustment, to serve without compensation, with the term of office to end September 13, 2022.

APPENDIX 2

EXHIBIT 6

RESOLUTION NO. 2020-199

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Scott Boomhover is hereby appointed as a full voting member to the Board of Zoning Adjustment, to serve without compensation, with the term of office to end October 14, 2022.

EXHIBIT 7

RESOLUTION NO. 2020-200

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that David Blackmon is hereby appointed as a supernumerary to the Village Design Review Committee, to serve without compensation; the term of which will end on February 1, 2023.

APPENDIX 3
EXHIBIT 8

RESOLUTION NO. 2020-201

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Trenton Wright is hereby re-appointed to the Park and Recreation Board, to serve without compensation, with the term of office to end October 26, 2025.

APPENDIX 4

EXHIBIT 9

RESOLUTION NO. 2020-202

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Sam Chandler is hereby appointed as a member of the Editorial Board of the City of Mountain Brook, to serve without compensation, with the term of office to end November 23, 2024.

APPENDIX 5

EXHIBIT 10

RESOLUTION NO. 2020-203

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Crestline Elementary playing field shall be closed to the public weekdays between the hours of 7 a.m. and 3:30 p.m.

APPENDIX 6

EXHIBIT 11

RESOLUTION NO. 2020-204

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby accepts the professional services proposal submitted by Skipper Consulting, Inc., in the form as attached hereto as Exhibit A, with respect to traffic engineering services related to a traffic study for the crosswalk crossing Overton Road at Knollwood Drive.

APPENDIX 7

EXHIBIT 12

RESOLUTION NO. 2020-205

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby accepts the professional services proposal submitted by Skipper Consulting, Inc., in the form as attached hereto as Exhibit A, with respect to on-call traffic engineering services.

APPENDIX 8
Normal cost increase from T2 conversion:

<table>
<thead>
<tr>
<th>Benefit Category</th>
<th>9/30/2019 Valuation</th>
<th>9/30/2019 Valuation</th>
<th>9/30/2019 Valuation</th>
</tr>
</thead>
<tbody>
<tr>
<td>EMTB</td>
<td>$52,650</td>
<td>1.00%</td>
<td>$52,650</td>
</tr>
<tr>
<td>EMBR</td>
<td>8,006</td>
<td>0.04%</td>
<td>8,006</td>
</tr>
<tr>
<td>EMBG</td>
<td>$1,961</td>
<td>0.00%</td>
<td>$1,961</td>
</tr>
</tbody>
</table>

Total $62,617 Before $44,756 UAAI

Amortization

<table>
<thead>
<tr>
<th>Amortization of UAAI</th>
<th>$44,756</th>
</tr>
</thead>
<tbody>
<tr>
<td>Normal cost</td>
<td>$17,861</td>
</tr>
<tr>
<td>Total</td>
<td>$111,367</td>
</tr>
</tbody>
</table>

Act 2019-132 Analysis

2460 EMTB Mountain Brook City of

The attached tables show the estimated impact of Act 2019-132 and optional election to increase Tier 1 member contribution rates of the above employer based on the September 30, 2019 actuarial valuation.

Item 1) shows the estimated change in the Unfunded Actuarial Accrued Liability (UAAI) if the election is made to convert Tier 2 benefits as provided in Act 2019-132. Item 1) also shows the estimated UAAI amortization payment and the change in the UAAI contribution rate for all members that would be in effect beginning 10/1/2021 – 9/30/2022 (FY 2022).

- The additional UAAI will be amortized over a closed 15-year period as a percentage of total payrolls.
- This increase is due to the years of service of the Tier 1 members as of September 30, 2019 that will be converted to Tier 1 service.

Item 2) shows the change in Tier 2 normal cost as a % of Tier 2 estimated payroll that would be required for current Tier 2 members to fund the ongoing cost of the additional benefits that will be accruing if the benefit structure is changed.

Item 3) shows the overall impact as a % of estimated payroll for the election under Act 2019-132.

Items 4, 5, and 6 show the estimated impact of the unit opting to increase the member contribution rates under Act 2011-676 for current Tier 1 members from 5% for Non-FLC members and 6% for FLC members, to 7.50% for Non-FLC members and 8.5% for FLC members.

Item 7) shows a summary of the overall impact of electing Act 2019-132 and Act 2011-676 based on the September 30, 2019 valuation. Over time, as current Tier 1 members leave service and are replaced with members who would be classified as Tier 2, and the UAAI is fully amortized, the ultimate cost as a percentage of payroll is estimated to be 1.79% of payroll.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the normal operation of the methodology used for these measurements; and changes in plan provisions or applicable law. Due to the limited scope of our assignment, we did not perform an analysis of the potential range of future measurements.

Mountain Brook City of EMTB Act 2019-132 Analysis

Estimated Based on Valuation Results as of 9/30/2019 and 15 Year Amortization of Increase

1) Change in UAAI and UAAI contribution due to Act 2019-132

<table>
<thead>
<tr>
<th>Increase in UAAI</th>
<th>Yearly Amortization Payment in 1st Year</th>
<th>Increase in UAAI Rate as a % of Estimated Total Payroll</th>
</tr>
</thead>
<tbody>
<tr>
<td>$430,650</td>
<td>$39,650</td>
<td>0.27%</td>
</tr>
</tbody>
</table>

2) Change in Tier 2 Normal Cost as a % of Tier 2 Estimated Payroll due to Act 2019-132

<table>
<thead>
<tr>
<th>Total Tier 2 Normal Cost Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Act 2019-132</td>
</tr>
<tr>
<td>9/30/2019 Valuation</td>
</tr>
<tr>
<td>Change</td>
</tr>
<tr>
<td>9.87%</td>
</tr>
<tr>
<td>6.58%</td>
</tr>
<tr>
<td>3.20%</td>
</tr>
</tbody>
</table>

3) Overall Impact of Act 2019-132 as a % of Estimated Payroll

<table>
<thead>
<tr>
<th>First Year Cost/Flooring</th>
<th>Tier 1</th>
<th>Tier 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amortization of UAAI</td>
<td>$19,650</td>
<td>0.27%</td>
</tr>
<tr>
<td>Tier 2 Normal Cost Change</td>
<td>$22,650</td>
<td>0.09%</td>
</tr>
<tr>
<td>Total Impact</td>
<td>$42,300</td>
<td>0.35%</td>
</tr>
</tbody>
</table>

4) Change in UAAI and UAAI contribution due to Act 2011-676 (If Act 2011-676 Has NOT Already Been Adopted)

<table>
<thead>
<tr>
<th>Increase in UAAI</th>
<th>Yearly Amortization Payment in 1st Year</th>
<th>Increase in UAAI Rate as a % of Estimated Total Payroll</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

5) Change in Tier 1 Normal Cost as a % of Tier 1 Estimated Payroll due to Act 2011-676

<table>
<thead>
<tr>
<th>Total Tier 1 Normal Cost Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Act 2011-676</td>
</tr>
<tr>
<td>9/30/2019 Valuation</td>
</tr>
<tr>
<td>Change</td>
</tr>
<tr>
<td>N/A</td>
</tr>
<tr>
<td>9.47%</td>
</tr>
</tbody>
</table>

6) Overall Impact of Act 2011-676 as a % of Estimated Payroll

<table>
<thead>
<tr>
<th>First Year Cost/Flooring</th>
<th>Tier 1</th>
<th>Tier 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amortization of UAAI</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Tier 1 Normal Cost Change</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Total Impact</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>


<table>
<thead>
<tr>
<th>First Year Cost/Flooring</th>
<th>Tier 1</th>
<th>Tier 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amortization of UAAI</td>
<td>$19,650</td>
<td>0.27%</td>
</tr>
<tr>
<td>Tier 2 Normal Cost Change</td>
<td>$22,650</td>
<td>0.09%</td>
</tr>
<tr>
<td>Net Impact</td>
<td>$42,300</td>
<td>0.35%</td>
</tr>
</tbody>
</table>

*Employee rate is a blend of FLC employee contribution rates and non-FLC employee contribution rates.
Moutan Brook Pl & Rec Bd EMBP Act 2019-132 Analysis

Estimated Based on Valuation Results as of 9/30/2019 and 15 Year Amortization of Increase*

1) Change In UAAL and UAAL contribution due to Act 2019-132

<table>
<thead>
<tr>
<th>Increase In UAAL</th>
<th>Yearly Amortization Payment In 1st Year</th>
<th>Increase In UAAL Rate as a % of Estimated Total Payroll</th>
</tr>
</thead>
<tbody>
<tr>
<td>$52,585</td>
<td>$4,855</td>
<td>0.65%</td>
</tr>
</tbody>
</table>

2) Change in Tier 2 Normal Cost as a % of Tier 2 Estimated Payroll due to Act 2019-132

<table>
<thead>
<tr>
<th>Act 2019-132</th>
<th>9/30/2019 Valuation</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Tier 2 Normal Rate</td>
<td>10.74%</td>
<td>6.28%</td>
</tr>
<tr>
<td>Blended Employee Rate**</td>
<td>7.50%</td>
<td>6.00%</td>
</tr>
<tr>
<td>Net Employer Tier 2 Normal Rate</td>
<td>5.24%</td>
<td>0.28%</td>
</tr>
</tbody>
</table>

3) Overall Impact of Act 2019-132 as a % of Estimated Payroll

<table>
<thead>
<tr>
<th>Act 2019-132</th>
<th>First Year Cost/Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tier 1</td>
<td>0.61%</td>
</tr>
<tr>
<td>Tier 2</td>
<td>0.61%</td>
</tr>
</tbody>
</table>

4) Change in UAAL and UAAL contribution due to Act 2011-676 (if Act 2011-676 Has NOT Already Been Adopted)

<table>
<thead>
<tr>
<th>Increase In UAAL</th>
<th>Yearly Amortization Payment In 1st Year</th>
<th>Increase In UAAL Rate as a % of Estimated Total Payroll</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

5) Change in Tier 1 Normal Cost as a % of Tier 1 Estimated Payroll due to Act 2011-676

<table>
<thead>
<tr>
<th>Act 2011-676</th>
<th>9/30/2019 Valuation</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Tier 1 Normal Rate</td>
<td>N/A</td>
<td>10.10%</td>
</tr>
<tr>
<td>Blended Employee Rate**</td>
<td>N/A</td>
<td>7.50%</td>
</tr>
<tr>
<td>Net Employer Tier 1 Normal Rate</td>
<td>N/A</td>
<td>2.60%</td>
</tr>
</tbody>
</table>

6) Overall Impact of Act 2011-676 as a % of Estimated Payroll

<table>
<thead>
<tr>
<th>Act 2011-676</th>
<th>First Year Cost/Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tier 1</td>
<td>N/A</td>
</tr>
<tr>
<td>Tier 2</td>
<td>N/A</td>
</tr>
</tbody>
</table>


<table>
<thead>
<tr>
<th>Amortization of UAAL</th>
<th>Tier 1</th>
<th>Tier 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>$4,855</td>
<td>0.61%</td>
<td>0.61%</td>
</tr>
<tr>
<td>Tier 1 Normal Cost Change</td>
<td>$0.00%</td>
<td>1.00%</td>
</tr>
<tr>
<td>Net Impact</td>
<td>$12,861</td>
<td>0.61%</td>
</tr>
</tbody>
</table>

*Amounts and percentages shown do not reflect the impact of expected increases due to assumption changes (for agencies with less than 25 active members as of 6/30/2017) being phased in over a 4-year period. Your agency was notified by the RIA on May 23, 2018 of these assumption changes which began with the Actuarial Valuation as of 9/30/2017. These assumption changes are estimated to increase contribution rates by approximately 1.36% for Tier 1 members and 0.80% for Tier 2 members for FY 2019. These estimates were calculated as of 9/30/2019 and are based upon expected economic/demographic assumptions occurring in the future. The actual increases in required contribution that will occur will vary based upon actual results in each fiscal year.

**Employee rate is a blend of FLC employee contribution rates and non-FLC employee contribution rates.
Moutain Brook Library Bd EMBL Act 2019-132 Analysis
Estimated Based on Valuation Results as of 9/30/2019 and 15 Year Amortization of Increase

1) Change in UAAI and UAAI contribution due to Act 2019-132

<table>
<thead>
<tr>
<th>Increase in UAAI</th>
<th>Yearly Amortization Payment in 1st Year</th>
<th>Increase in UAAI Rate as a % of Estimated Total Payroll</th>
</tr>
</thead>
<tbody>
<tr>
<td>$44,324</td>
<td>$4,231</td>
<td>0.29%</td>
</tr>
</tbody>
</table>

2) Change in Tier 2 Normal Cost as a % of Tier 2 Estimated Payroll due to Act 2019-132

<table>
<thead>
<tr>
<th></th>
<th>Act 2019-132</th>
<th>9/30/2019 Valuation</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Tier 2 Normal Rate</td>
<td>7.14%</td>
<td>5.55%</td>
<td>2.18%</td>
</tr>
<tr>
<td>Blended Employee Rate*</td>
<td>6.50%</td>
<td>6.00%</td>
<td>0.50%</td>
</tr>
<tr>
<td>Net Employer Tier 2 Normal Rate</td>
<td>0.40%</td>
<td>0.35%</td>
<td>0.05%</td>
</tr>
</tbody>
</table>

3) Overall Impact of Act 2019-132 as a % of Estimated Payroll

<table>
<thead>
<tr>
<th></th>
<th>First Year Cost/$Saving</th>
<th>Tier 1</th>
<th>Tier 2</th>
<th>Tier 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amortization of UAAI</td>
<td>$4,751</td>
<td>0.29%</td>
<td>0.25%</td>
<td>0.25%</td>
</tr>
<tr>
<td>Tier 2 Normal Cost Change</td>
<td>$1,047</td>
<td>0.05%</td>
<td>0.65%</td>
<td>0.05%</td>
</tr>
<tr>
<td>Total Impact</td>
<td>$5,798</td>
<td>0.29%</td>
<td>0.25%</td>
<td>0.25%</td>
</tr>
</tbody>
</table>

4) Change in UAAI and UAAI contribution due to Act 2011-676 (If Act 2011-676 Has NOT Already Been Adopted)

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<tbody>
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</tr>
</thead>
<tbody>
<tr>
<td>Total Tier 1 Normal Rate</td>
<td>N/A</td>
<td>7.82%</td>
<td>N/A</td>
</tr>
<tr>
<td>Blended Employee Rate*</td>
<td>N/A</td>
<td>7.50%</td>
<td>N/A</td>
</tr>
<tr>
<td>Net Employer Tier 1 Normal Rate</td>
<td>N/A</td>
<td>0.32%</td>
<td>N/A</td>
</tr>
</tbody>
</table>

6) Overall Impact of Act 2011-676 as a % of Estimated Payroll

<table>
<thead>
<tr>
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<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
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<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
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<table>
<thead>
<tr>
<th></th>
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<td>N/A</td>
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<td>0.25%</td>
<td>0.25%</td>
</tr>
</tbody>
</table>

*Employee rate is a blend of FLC employee contribution rates and non-FLC employee contribution rates.

The attached tables show the estimated impact of Act 2019-132 and optional election to increase Tier 1 member contribution rates of the above employer based on the September 30, 2019 actuarial valuation.

Item 1) shows the estimated change in the Unfunded Actuarial Accrued Liability (UAAI) if the election is made to convert Tier 2 benefits as provided in Act 2019-132. Item 1) also shows the estimated UAAI amortization and the change in the UAAI contribution rate for all members that would be in effect beginning 10/1/2021 – 9/30/2022 (FY 2022).

- The additional UAAI will be amortized over a closed 15-year period as a percentage of total payroll. This increase is due to the years of service of the Tier 2 members as of September 30, 2019 that will be converted to Tier 1 service.

Item 2) shows the change in Tier 2 normal cost as a % of Tier 2 estimated payroll that would be required for current Tier 2 members to fund the ongoing cost of the additional benefits that will be accruing if the benefit structure is changed.

Item 3) shows the overall impact as a % of estimated payroll for the election under Act 2019-132.

Items 4), 5), and 6) show the estimated impact of the unit opting to increase the member contribution rates under Act 2011-676 for current Tier 1 members from 5% for Non-FLC members and 6% for FLC members, to 7.50% for Non-FLC members and 8.5% for FLC members.

Item 7) shows a summary of the overall impact of electing Act 2019-132 and Act 2011-676 based on the September 30, 2019 valuation. Over time, as current Tier 1 members leave service and are replaced with members that would be classified as Tier 2, and the UAAI is fully amortized, the ultimate cost as a percentage of payroll is estimated to be 0.69% of payroll.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for those measurements; and changes in plan provisions or applicable law. Due to the limited scope of our assignment, we did not perform an analysis of the potential range of future measurements.
Dana,

In the past 10 years, I have been fortunate enough to live in and do business in Mountain Brook and have found that the city officials and staff are always helpful and courteous. This attitude is contagious, and I would love to be part of it! If a seat becomes available on the P&Z Board or BZA, I would like to apply. Below are some of my credentials and past experiences that would make me a great candidate.

**EXPERIENCE**

2008 - Present
Founder/President - Harris Doyle Homes

- Developed/Developing over 12 communities and built over 700 homes
- Co-Founded Stonegate Management Group to manage HOAs
- Co-Founded Cahaba Capital Group for Short-Term Commercial Development Projects
- Co-Founded HD Holdings for Longer Term Commercial Property Holding

**EDUCATION**

Auburn University, B.S. in Building Science 2003
State of Alabama Homebuilders Licensee
State of Alabama General Contractors Licensee

**LEADERSHIP**

Currently Vice President of Birmingham Association of Homebuilders
and slated to be President in 2021
2018 BBJ Top 40 under 40 Recipient
Class of 2017 Children's Hospital Committee for the Future
Married to Jamie Doyle with 2 children (Ella – 6 / Mary Helen – 3)
Member at Our Lady of Sorrows Church
Blackmon Rogers Architects LLC

Education
University of Alabama, School of Architecture
Bachelor of Architecture

Registrations
Alabama
Kentucky
North Carolina
South Carolina
Tennessee

Awards
2006 AIA Birmingham Design Awards
Stewart Perry Corporate Headquarters
LEED Silver - USGBC
Stewart Perry Corporate Headquarters
CSI Birmingham - 2009 Outstanding Commercial Project
Stewart Perry Corporate Headquarters

Community & Professional Service
The Educational Foundation
- 2020 Board of Directors
Alabama Center for Architecture
- 2013 Past President
- 2017 President
- 2015 Treasurer
- 2015 Board of Directors

Birmingham Architectural Foundation
- 2014 President
- 2015 President

AIA Birmingham Chapter
- 2010 President
- 2011 Vice President
- 2012 Treasurer
- 2006 Secretary
- 2011-2012 Design Awards Committee chair
- 2009 Councilor

AIA Alabama Council
- 2009 Councilor

Blackmon Rogers Architects LLC

Responsibilities included site design, urban design, building programming and design, renovation design, project team coordination, design revisions, specifications, and project reporting.

The Gentry Barrett Group
Birmingham, Alabama / 1997 - 2002
Intern Architect with a focus on retail, educational, residential and commercial buildings. Responsibilities included site design, urban design, building programming and design, renovation design, project team coordination, design revisions, specifications, and project reporting.

NOW Associates
Birmingham, Alabama / 1990 - 1997
Intern Architect with a focus on retail and commercial buildings. Responsibilities included site design, urban design, building programming and design, renovation design, project team coordination, design revisions, specifications, and project reporting.

Lue, Hofauer, Hager Architecture
Charleston, South Carolina / 1985 - 1996
Intern Architect with a focus on educational, commercial, and commercial buildings.

City of Vestavia Hills
- 2008-2010 - Design Review Board
- 2008 Board of Zoning Adjustment
Senior Metroparks Park
- 2013-2014 Sponsor Hospitality Committee Co-Chair
- 2008-2014 Volunteer Workshops, Inc.
- 2012-2013 Board of Directors
Leadership Vestavia Hills
- 2013-2014 Graduate
Stockwood Baptist Church
- 2012-2014 Strategic Planning Committee
- 2013 Property Court Committee chair
- 2009-2011 Property Committee

Blackmon Rogers Architects LLC
Birmingham, Alabama / 2012 - Present

Principal Architect with a focus on quality residential, retail, commercial, and entertainment. Responsibilities include business development, project design and coordination, and strengthening client and contractor relationships.

NOW Associates
Birmingham, Alabama / 2009 - 2013
Project Manager with a focus on civic, retail, commercial, educational, and entertainment. Responsibilities include project management from marketing and project conception thru design and project team coordination with a focus on building client and contractor relationships.

Pete Pitts, Inc.
Birmingham, Alabama / 2008 - 2009
Project Architect with a focus on retail, educational, residential, and commercial buildings. Responsibilities included site design, urban design, building programming and design, renovation design, project team coordination, design revisions, and project reporting.

Kaba South
Birmingham, Alabama / 2008 - 2009
Project Architect with a focus on commercial, industrial, retail, and military. Responsibilities included site design, urban design, building programming and design, renovation design, project team coordination, design revisions, specifications, and project reporting.

Bedford, Inc.
Birmingham, Alabama / 2005 - 2009
Project Architect with a focus on commercial, industrial, retail, and entertainment.
MINUTE BOOK 91

City of Mountain Brook
Public Service Application

Date: 11/2/2020 Name: Trenton L.

Address: 3812 Rock Creek Trail, Mtn. Brook Al 35223

Phone Number: 205 440-4408 Email: trent.wright@online.com

How long have you been a resident of Mountain Brook? 20 years

Which Board/Commission/Committee are you applying for? (check only one)

Planning Commission
Board of Zoning Adjustments
Board of Landscape Design
Village Design and Review Board of Education
Board of Parks and Recreation Board of Finance Committee
Emmet O'Neal Library Board

Previous Board Appointments
Please list any current or previous board appointments you have held for the City of Mountain Brook.

Name of Board Date Served
Parks & Rec Board 2015-2020

Community Activities
Please list any current or past experience you have with civic, financial, volunteer, non-profit organizations in which you are or have been active.

Name of organization
MOMB 2002-Present
Title, Specific Project, or Other Info
Founder/President
MBA 2005-2017
Coach

Appointment Interest
Please provide a brief statement describing your interest in serving on the selected board. I want to help facilitate the Mtn. Brook Parks & Rec to unprecedented heights

Trenton Wright

July 19, 2016
Debra Oxton
City Manager
City of Mountain Brook
Mountain Brook, Alabama 35213
gmoxton@mountainbrook.org

Dear Debra Oxton,

My application outlines a few interests that I could offer your organization. Here’s the overview:

My previous experience working for Birmingham Hole & Tailor Co. has given me 15 years of experience. I have an excellent track record of sector management, and the importance of the board’s role in the community. Having my understandings in mind and laws to achieve the board’s objectives.

I look forward to the opportunity to discuss and learn how I can contribute to the growth and reputation of the City of Mountain Brook Parks & Recreation Board.

Sincerely,

Trenton Wright

What specific objectives would you work towards as a member of the selected board? Turfing AEC, playing fields & putting new LED lights in place of existing lights

Summarize your qualifications that you believe would benefit the selected board. Include education, experience, licenses, etc. You may attack a resume, but I work extremely well with “team” members in a board setting working towards goals. I have two undergraduate degrees from The University of Mississippi.

Certification

By initialing here (TW) I certify the following:

I am a resident of Mountain Brook
I understand the commitment requirements for the board for which I am applying.
I understand that I will be serving without compensation.
I will report to the city if a conflict of interest arises or something changes that would affect my membership on the Board.
I will keep an open mind and consider all sides of issues presented to the board.
I understand that this application and appointment will become public record.

Trenton Wright

July 19, 2020

Note: If additional space is needed to complete the application, you may write on the back of one of the pages.

J:\Minutes & Agendas\Council\2020\2020123 Minutes.doc
November 23, 2020

TRENTON WRIGHT

760 Maple Street, Suite A - Birmingham, AL 35205 - C: 205-515-4416 | trent.wright@nemastique.com

Executive Profile

As a Vice President and head of our Grove Truss Division, I am driven to manage costs and establish strategies that mutually benefit partnerships and relationships with customers and service providers. I am a high-energy, results-oriented leader with an entrepreneurial mindset.

Skill Highlights
- Small business development
- Client account management
- Negotiations
- Public relations
- Leadership skills

Core Accomplishments

Project Management:
- Initiated 3 new division which resulted in adding a third FTE to our 115-year-old business.
- Consistently now have over 200 customers in that division.

Community:
- Started the docks at the Lake Brook Fishing Pond. It is a family-oriented, multi-use park.
- Noted in the Mountain Brook Boys & Girls Club, as a former SEC football player at Ole Miss. I love to share my knowledge of competitive sports with our local youth.

Professional Experience

Vice President - Grove Truss Division
Birmingham Hole & Tailor Co., Inc. - Birmingham, AL

Education
BBA, Business Management, University Of Mississippi - Oxford, MS

1999
City of Mountain Brook
Public Service Application

Date: 12/6/2020
Name: Sam Chandler
Phone Number: (205) 703-5822
Email: bysamachandler@gmail.com
Address: 17th St. N., Mountain Brook, AL 35217
City: Mountain Brook
Zip Code: 35217

How long have you been a resident of Mountain Brook? 10 years

Which Board/Commission/Committee are you applying for? (Check only one)

Planning Commission: Board of Zoning Adjustments
Village Design and Review: Board of Education
Editorial Board: Finance Committee

Previous Board Appointments
Please list any current or previous board appointments you have held for the City of Mountain Brook.

<table>
<thead>
<tr>
<th>Name of Board</th>
<th>Dates Served</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Community Activities
Please list any current or past experience you have with civic, fraternal, volunteer, non-profit organizations in which you are or have been active.

<table>
<thead>
<tr>
<th>Name of organization</th>
<th>Dates Served</th>
<th>Title, Specific Projects, or Other Info</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Appointment Interest
Please provide a brief statement describing your interest in serving on the selected board.

I would like to serve on the Board, because I

Certification

By initialing here ( ), I certify the following:

I am a resident of Mountain Brook.
I understand the commitment requirements for the board which I am applying.
I understand that I will be serving without compensation.
I will report to the city if a conflict of interest arises or something that would affect my membership on the Board.
I will keep an open mind and consider all sides of issues presented to the board.
I understand that this application and appointment will become public record.

Printed Name of Applicant
Signature
Date

MINUTE BOOK 91

SAM CHANDLER
205-703-5822
bysamachandler@gmail.com

PROFESSIONAL EXPERIENCE
Mountains Brook Schools (Mountain Brook, Ala.) Communications/Public Relations Specialist, March 2020 - Present
• Write stories and press releases spotlighting news and achievements within MBS
• Prepare official statements on behalf of the school system and superintendent
• Produce podcasts, videos, photos and graphics communicating MBS news and information
• Manage MBS social media accounts and serve as media liaison

Starcan Media (Birmingham, Ala.) Community Editor, July 2019 - February 2020
• Formulated story ideas, planned editorial budgets and managed two hyperlocal community newspapers mailed monthly to 15,000 households in Homewood and Mountain Brook
• Wrote 5-7 news, business, education, human interest and sports stories weekly
• Edited 10-15 stories submitted weekly by reporters and community contributors
• Posted stories online using Metro Publisher content management system

Community Reporter
December 2018 - June 2019
Assistant Sports Editor
May - December 2017
Editorial Intern, Staff Writer
August 2015 - May 2017

Tampa Bay Times (St. Petersburg, Fla.) Account Specialist, June - November 2018
• Contributed to a customer service team representing the newspaper’s circulation department

The Valley Times-News (Laurel, Ala.) Sports Editor, January - May 2018
• Managed all sports content for a daily newspaper with 4,200 subscribers
• Wrote and edited 12-15 stories weekly focused on local high school and youth sports
• Took all sports photographs and designed newspaper pages using Adobe InDesign

The Washington Post (Washington, D.C.) Robust Fellow, May 2017
• Wrote two feature stories published on washingtonpost.com

Samford University (Birmingham, Ala.) January 2014 - May 2017
• The Samford Crimson, Managing Editor
• Samford News Network, Broadcast Reporter
• Samford Athletics, Sports Information Assistant

EDUCATION
Samford University, 2017 B.A., Journalism | Summa Cum Laude (GPA 3.99)

HONORS
• 10-time Alabama Press Association individual award winner

SAM CHANDLER
205-703-5822
bysamachandler@gmail.com

PROFESSIONAL EXPERIENCE
Mountains Brook Schools (Mountain Brook, Ala.) Communications/Public Relations Specialist, March 2020 - Present
• Write stories and press releases spotlighting news and achievements within MBS
• Prepare official statements on behalf of the school system and superintendent
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EDUCATION
Samford University, 2017 B.A., Journalism | Summa Cum Laude (GPA 3.99)

HONORS
• 10-time Alabama Press Association individual award winner

November 23, 2020
Date: November 16, 2020

To: Council Members

From: Shanda Williams, Parks and Recreation

Subject: Dog Waste on Crestline Field

Dog waste on Crestline Elementary field has been an issue for a long time.

We started our campaign of “Doo Your Part” a couple of years ago to try to get word out to the public to pick up after their dogs. We print a PSA in every newsletter. We have signs posted at the field and we provide waste bags. We even did a segment on the local news. There are many posts on social media about it, specifically calling out Crestline field.

Yet, dog waste still continues to be left on the field. Kids on the field during school hours are stepping in it and kids playing sports are being tackled in it.

After much discussion with the school, MBA, and the Park Board, we would like to take additional steps to prevent dog waste on the fields and let the public know how serious an offense this is.

The school has agreed to lock the gates during school hours, 7am-3:30pm. This will prevent people from using the fields during school hours. These locks will be placed on the gates along Vine Street and Elm Street. The gates facing the school will remain open for PE use. The Fire Marshall gave his approval for these gates to be locked since the kids have alternate locations for evacuations during a fire.

We will post signs explaining why the gates are locked:

Crestline Elementary Field is closed
during school hours (7am-3:30pm)
due to increased dog waste on the field.
Please pick up after your dog to prevent extended closures

We think that since it gets dark at 5pm now, there should not be much activity on the field after school and this will serve as our second step to curb dog waste. This will also let them know that this is progressive depending on their compliance.

If we continue to see dog waste being left on the field or it picks back up next spring after the time changes, we suggest banning dogs completely. At that point, we may have to keep the gates locked at all times. We would make a key available to MBA so they can unlock the gates during their events. Unfortunately this will prevent others from enjoying the field, but the dog waste was doing that for many anyway.

No one wants to go to this much trouble to prevent people and dogs from enjoying the field, but something has to be done about the dog waste.
PROFESSIONAL SERVICES AGREEMENT
Between
The City of Mountain Brook and Skipper Consulting, Inc.

This Agreement is made by and between the City of Mountain Brook, Alabama ("Client"), doing business at 56 Church Street, Mountain Brook, Alabama 35217, and Skipper Consulting, Inc. ("Consultant"), doing business at 3644 Vann Road, Suite 100, Birmingham, Alabama 35223.

WHEREAS, the Client requests that the Consultant perform professional engineering services related to a traffic study for the intersection of Overton Road at Woodside Drive in the City of Mountain Brook (the "Project" or "Services");

WHEREAS, the parties intend that the Consultant be authorized to start work on the services outlined in this agreement upon execution of this Agreement, and

WHEREAS, the Client and Consultant agree that the Services be performed pursuant to the terms of this Agreement, together with the attached Exhibit A and the Addendum related hereto, which writings constitute the entire agreement between them relating to this assignment.

1. PROFESSIONAL SERVICES: The Consultant agrees to perform the following Services under this Agreement:

   SEE SCOPE OF WORK SET FORTH ON EXHIBIT "A"

The Consultant agrees to perform its Services in a manner that is consistent with professional skill and care that would be provided by other professional firms in its field. The Consultant may seek and obtain assistance provided by the Client without verification.

The Client will designate a representative who shall have the authority to act on behalf of the Client for this project.

The Client shall participate with the Consultant in providing all information and data in a timely manner, and make decisions on all project alternatives to the extent necessary to allow the Consultant to perform the scope of work within established schedules.

2. COMPENSATION/BILLING PAYMENT: Skipper Consulting Inc. will undertake and perform the work and Services outlined in Exhibit "A" for a fixed fee (exclusive of all expenses) in the amount of $2,869.89.

The CLIENT will be billed for Services rendered during the diligence period invoices for uncontracted amounts payable within 30 days from the receipt by the Client, and each payment shall not be contingent upon receipt by any condition or any action or undertaking of the Client other than those conditions, if any, specifically set forth in this Agreement.

If circumstances or other unforeseen factors cause a change in the scope of Work outlined in Exhibit "A", the Consultant will notify the Client of the changes and any adjustments to the fee required by such changes. If the Client chooses to undertake tasks that are identified as being outside the proposed scope of services, the Consultant will submit a proposal for the additional work.

3. OF LEGAL OR GENERAL NATURE OR OF A NATURE NOT HEREBY AGREED UPON.

The Consultant shall provide Consultant access to the Project site necessary for the Consultant to provide the services outlined.

The Client’s review of any report, documents or other deliverables prepared by the Consultant for the Project on any other project with written verification by the Consultant shall be at the Client’s risk.

The undersigned agree to the terms and conditions of this Agreement in consideration of the mutual covenants and agreements set forth herein.

CLIENT: CITY OF MOUNTAIN BROOK

By

SIGNATURE:

Printed Name:

Title:

Date:

November 16, 2020

CONSULTANT: SKIPPER CONSULTING INC.

By

SIGNATURE:

Printed Name:

Title:

Date:

November 2020
1. Attorney’s Fees; Court Costs; Litigation Expenses. This City shall not be liable for the attorney’s fees, court costs, litigation expenses, and like charges except for the resultant such fees, costs, and changes would be assessed against the City under applicable law in the absence of any contractual provision imposing or requiring liability therefor.

2. Late Payment Charges; Fees; Interest. The City shall not be liable for any late payment charges, interest, or fees on any delinquent bill for the goods, materials, or services, and bills received in the City shall not be considered delinquent within any earlier than thirty (30) days after maturity of a complete and accurate bill by the Contractor. Contested bills shall not be considered delinquent pending resolution of the dispute.

3. Indemnification; Hold-Harmless; Release; Waiver; Limitation of Liability or Extortion. The City shall not and does not indemnify, hold harmless, reimburse or require the Contractor or any other person, firm, or entity, legal or equity line, firm, or with respect to any claims, losses of action, error, loss, damage, expense, or liability whatever arising out of or relating to the subject matter of the Agreement or the performance or nonperformance thereof; nor shall the City serve the right to accept or purify any minute or claim the relief of any kind that it may have against the Contractor or any other person, firm, or entity for any actual or alleged default or other breach of legal duty on the part of the Contractor or any person, firm, or entity in privacy therewith or failing on Contractor’s behalf. Any limitation or exception regarding the type, amount, firm, or extent of any right, remedy, relief, or recovery that would otherwise be available to the City is expressly disallowed, excluded from the terms of the agreement, and void.

4. Choice of Laws; Choice of Forums or Forums. The meaning, legal effect, and enforcement of terms of the provisions of the Agreement and the resolution of any dispute arising thereunder or relating thereto shall be governed by the laws of the State of Alabama except to the extent otherwise required by applicable conflict-of-law principles. The venue of any suit, action, or legal proceeding brought to enforce or assess relief by reason of any breach of breach of duty arising out or relating to the performance or nonperformance of the Agreement shall be Jefferson County, Alabama except to the extent otherwise required by applicable principles of law.

5. Construction of Agreement. Nothing in this Agreement shall be construed to create or impose any duty or liability on the City, to create a right or remedy in favor of the Contractor against the City, or to restrict or otherwise any right or remedy that is available to the City against the Contractor or any other person, firm, or entity under either the applicable law, or a matter of law.

6. Independent Contractor. Consultant’s relationship to Client is that of an independent contractor. Consultant expressly controls the manner and method in which it performs its operations or provides the services, and shall be responsible for the correctness of the work performed. The Client agrees that the Client’s right of control over Consultant’s operations or activities is limited to performing the obligations in the Agreement.

7. Contractor’s Indemnity Requirements. For the duration of this Agreement and for the limits not less than stated below, the Contractor shall maintain the following insurance with a company(ies) hereinafter authorized for the purpose of this Agreement.

8. Comprehensive General Liability. This insurance shall cover all operations performed by or on behalf of Contractor, and provide coverage for the bodily injury and property damage with a combined single limit of not less than $500,000 per occurrence.

9. Automobile Liability. If the work or services performed by the Contractor involves use of motor vehicles on or off the premises, the Contractor shall maintain an automobile liability policy, including liability as defined in the appropriate state laws, for each owned, hired, or non-owned vehicle the Contractor is using in the performance of the services to the City.

10. Workers Compensation and Employers Liability Insurance. The Contractor shall maintain workers compensation insurance as required by statute.

11. Exclusion of Consequential Damages. The Contractor agrees and acknowledges that in the event that it asserts any claim, demand or action of any type against the City arising from its alleged breach of the Agreement or its failure to perform any of its obligations thereunder, the maximum amount that the Contractor may recover from the City is any damages in such any action is limited to the actual damages that directly arise from that breach, and the City shall not be liable for any consequential, punitive, or special damages.

12. Payment. Payments shall be made to the Contractor by check or as otherwise agreed to in writing.

13. Precedence of Agreement. Any reference to the Agreement shall mean the entire Agreement between the City and the Contractor.

14. Entire Agreement. This Agreement and any prior agreements supersede all prior negotiations, communications, and agreements between the City and the Contractor and constitutes the entire agreement between the City and the Contractor.

15. Governing Law. This Agreement shall be governed by the laws of the State of Alabama.

16. Notice. Any notices required or permitted hereunder shall be given in writing and delivered to the other party at the address set forth above.
Minute Book 91

Introduction

This report documents a study to examine safety issues related to an existing crosswalk crossing Overton Road immediately west of Knollwood Drive in the City of Mountain Brook. The location of the crosswalk is shown in Figure 1.

Figure 1. Crosswalk Location

Existing Traffic Count

The existing crosswalk is a high-visibility white painted crosswalk (6" solid lines with 2" white bars). 2" white stop lines are painted on Overton Road in advance of the crosswalk. Crosswalk signage includes W-11-2 Pedestrian Crossing warning signs with W-16-TF Diagonal Arrow placards.

Existing Speed Survey

A radar speed survey was performed on Overton Road at the crosswalk on Friday, November 13, 2020 by Skipper Consulting, Inc. Fifty (50) observations were recorded for each direction of traffic flow on Overton Road. The speed survey data is summarized as follows:

<table>
<thead>
<tr>
<th>Speed Category</th>
<th>Eastbound</th>
<th>Westbound</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Speed</td>
<td>25 mph</td>
<td>27 mph</td>
</tr>
<tr>
<td>Average Speed</td>
<td>33 mph</td>
<td>33 mph</td>
</tr>
<tr>
<td>85th Percentile Speed</td>
<td>34 mph</td>
<td>36 mph</td>
</tr>
<tr>
<td>Maximum Speed</td>
<td>40 mph</td>
<td>42 mph</td>
</tr>
<tr>
<td>Vehicles over 30 mph</td>
<td>27 (54%)</td>
<td>33 (60%)</td>
</tr>
<tr>
<td>Vehicles over 40 mph</td>
<td>14 (28%)</td>
<td>11 (22%)</td>
</tr>
<tr>
<td>Vehicles over 50 mph</td>
<td>2 (4%)</td>
<td>1 (2%)</td>
</tr>
</tbody>
</table>

Sight Distance and Crossing Time

Sight distance measurements were taken by Skipper Consulting, Inc. from each end of the crosswalk from the viewpoint of the pedestrian. The available sight distances were then compared to the minimum required sight distances for the 85th percentile speed on Overton Road (34 mph) for a pedestrian to cross Overton Road. The available sight distances are shown in Figure 2.

Figure 2. Sight Distance Measurements

The required crossing distance for a pedestrian to cross Overton Road is 24 feet. At a walking speed of 3'-1/2 feet per second, 6.9 seconds is required to safely cross Overton Road. To this time is added a perception-reaction time of 1.0 seconds, which is the additional time a pedestrian needs to make a decision to cross and begin the maneuver. And also added to this time is 1.0 seconds of buffer time between the pedestrian exiting the crosswalk and the arrival of a vehicle at the crosswalk. Therefore, the total time needed to safely execute a crossing of Overton Road is 8.9 seconds. In 8.9 seconds, a vehicle traveling 36 miles per hour (for 52 feet per second) travels approximately 400 feet. Comparing this value to the available sight distance, it can be seen that three of the six sight distance measurements are inadequate for executing a safe crossing. The maximum speed of traffic for a safe crossing is approximately 32 miles per hour.

Recommendations

In the opinion of Skipper Consulting, Inc., this study has demonstrated the need to take further action at the crosswalk crossing Overton Road at Knollwood Drive due to the limited sight distance for pedestrians and the high traffic volumes on Overton Road. Specifically, the following actions are recommended:

1. Conduct a detailed observation of pedestrians and pedestrian-vehicle conflicts at the intersection
2. Examine the lighting level of the crosswalk and the need for lighting
3. Review crash history in the vicinity of the crosswalk

After this evaluation, a better determination can be made if there is a need for remedial actions at the crosswalk and what form the remedial actions should take.

Existing W-11-2 Pedestrian Crossing warning signs with W-16-TF Diagonal Arrow placards are located on Overton Road eastbound and westbound approximately 300 feet in advance of the crosswalk.

Table 1. Existing Traffic Count

<table>
<thead>
<tr>
<th>Time</th>
<th>Eastbound</th>
<th>Westbound</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>12:10 AM</td>
<td>8</td>
<td>3</td>
<td>11</td>
</tr>
<tr>
<td>12:20 AM</td>
<td>3</td>
<td>2</td>
<td>5</td>
</tr>
<tr>
<td>12:30 AM</td>
<td>4</td>
<td>9</td>
<td>13</td>
</tr>
<tr>
<td>12:40 AM</td>
<td>6</td>
<td>6</td>
<td>12</td>
</tr>
<tr>
<td>12:50 AM</td>
<td>7</td>
<td>4</td>
<td>11</td>
</tr>
<tr>
<td>1:00 AM</td>
<td>8</td>
<td>8</td>
<td>16</td>
</tr>
<tr>
<td>1:10 AM</td>
<td>9</td>
<td>10</td>
<td>19</td>
</tr>
<tr>
<td>1:20 AM</td>
<td>10</td>
<td>11</td>
<td>21</td>
</tr>
<tr>
<td>1:30 AM</td>
<td>11</td>
<td>12</td>
<td>23</td>
</tr>
<tr>
<td>1:40 AM</td>
<td>12</td>
<td>13</td>
<td>25</td>
</tr>
<tr>
<td>1:50 AM</td>
<td>13</td>
<td>14</td>
<td>27</td>
</tr>
<tr>
<td>2:00 AM</td>
<td>14</td>
<td>15</td>
<td>29</td>
</tr>
<tr>
<td>2:10 AM</td>
<td>15</td>
<td>16</td>
<td>31</td>
</tr>
<tr>
<td>2:20 AM</td>
<td>16</td>
<td>17</td>
<td>33</td>
</tr>
<tr>
<td>2:30 AM</td>
<td>17</td>
<td>18</td>
<td>35</td>
</tr>
</tbody>
</table>

Skipper Consulting, Inc. November 13, 2020

APPENDIX 7

November 23, 2020
PROFESSIONAL SERVICES AGREEMENT

Between:
The City of Mountain Brook and Skipper Consulting, Inc.

This Agreement is made by and between the City of Mountain Brook, Alabama ("Client"), doing business at 16 Church Street, Mountain Brook, Alabama 35223 and Skipper Consulting, Inc. ("Consultant"), doing business at 3844 Vance Road, Suite 100, Birmingham, Alabama 35235.

WHEREAS, during the duration of this Agreement, the City Manager for the Client may request in writing the Consultant's undersigned representatives that it perform general traffic engineering services on small matters or projects affecting the City of Mountain Brook (the "Services" or collectively a "Project");

WHEREAS, the Consultant may commence work on a request for Services after, in writing, it acknowledges the City Manager's request and furnishes Client a scope of work (which will include a schedule) for the work to be performed in response thereto (the "Scope of Work"); and

WHEREAS, the Client and Consultant agree that the Services will be performed according to the terms of this Agreement (which include Exhibit A), the City Manager's written request, and Consultant's Scope of Work, all of which along with the Addendum constitute the entire Agreement concerning the performance of Services hereunder:

1. PROFESSIONAL SERVICES. The Consultant agrees to perform its Services in a manner that is consistent with professional skill and care that would be provided by other professionals in its industry under similar conditions, and in the ordinary course of the Project.

2. CLIENT'S RESPONSIBILITIES. 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 its files. The Consultant may rely on the information provided by the Client without verification.

The Client will designate a representative who shall have the authority to act on behalf of the Client for this project.

The Client shall procure with the Consultant by providing all information and data 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 work within established schedules.

3. COMPENSATION/BILLING/PAYMENT. Skipper Consulting Inc. will undertake and perform the work and services as requested by the City on a time and materials basis, including reimbursement of out-of-pocket expenses, according to the labor rate and expense schedule included in Exhibit A. The Consultant's fee is $11,000 per month. The duration of the contract shall be for a period not to exceed twenty-four (24) months from the date of execution of the agreement, or until such time that the maximum amount budgeted under this agreement has been expended.

The CLIENT will bill for its Services monthly based on the work completed during the billing period. Invoices for uncollected amounts are payable within 30 days from the receipt by the Client, and such payment shall not be contingent or dependent upon any conditions or any action or undertaking of the Client other than those conditions, if any, specified forth in the Agreement.

If for any reason, payment for uncollected amounts reflected on invoices is more than 30 days delinquent, the Consultant shall have the right to stop work on the assignment until such payment is made. The Consultant will not be liable for any delays to project schedules caused for such work stoppage.

MINUTE BOOK 91

4. STANDARD TERMS AND CONDITIONS. The Client shall have final right of review and approval of all plans and specifications that shall be delivered in connection with the performance of the Services; however, review and approval shall not be withheld unreasonably.

The rights and obligations of the parties to this Agreement may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

Either party may terminate this Agreement upon 10 days' written notice to the other party should the prevailing party substantially fail to perform any or all material responsibilities in the Agreement through no fault of the party demanding termination. In the event of termination of this Agreement, due to the fault of a person or party other than the Consultant, Consultant shall be paid for Services performed to termination date.

The Consultant agrees to furnish consulting services only related to the Project. Consultant shall be responsible for coordination of its work with that of Client.

This Agreement (including Exhibits A and the Addendum) shall constitute the entire agreement between the parties encompassing the matters herein, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated into this Agreement.

Any modification or amendment of this Agreement shall be binding only if signed in writing and signed by each party or an authorized representative of each party.

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

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as a waiver of any other term, condition, or breach of this Agreement and shall not affect the obligations or the rights of either party under this Agreement.

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.

Neither party to this Agreement shall be liable to the other for loss, cost, or damages, arising out of or resulting from, any failure to perform in accordance with this Agreement where the excuse or cause of such failure shall occur due to events beyond a party's reasonable control, including, but not limited to, the following: acts of God, strikes, lockouts, or other industrial disturbances, war, whether declared or undeclared, blockade, insurrections, revolutions, acts of government, acts, strikes, floods, or any other cause not within the reasonable control or either party.

Consultant shall ensure and maintain such insurance as is required on the Addendum.

Client shall provide Consultant access to the Project site necessary for the Consultant to provide the services outlined.

The Consultant's name of any report, documents or other deliverable prepared by the Consultant for the Project or any other project written verification by the Consultant shall be at the Client's risk.

The person signing this Agreement warrant that they have the authority to sign on behalf of the Client and Consultant.

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November 23, 2020
ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MOUNTAIN BROOK AND SKIPPER CONSULTING, INC. - TRAFFIC ENGINEERING SERVICES (One-Call Traffic Engineering Services)

This ADDENDUM to PROFESSIONAL SERVICES AGREEMENT ("Appendix Addendum") between the City of Mountain Brook, Alabama ("the City") and Skipper Consulting, Inc. ("the Contractor") is entered between the parties.

This Addendum is a part of the Professional Services Agreement between the parties (the "Agreement") concerning the work, services or project described in the Agreement. In the event of any conflict between the terms and provisions of the Agreement and this Addendum, the terms hereof supersede and control any conflicting or inconsistent terms or provisions, particularly to the extent the conflicting or inconsistent terms or provisions in the Agreement purport either to (i) modify greater rights or remedies on the Contractor than are provided by law, or (ii) modify, relax, waive, or in any other way modify any provision herein, such an Addendum may not be considered a modification of any provision herein and is not to be considered a contract, extension, supplement or part of any or to the principal Agreement, whether or not expressly acknowledged or incorporated therein.

An agent, employee, or representative of the City is authorized to waive, modify, or suspend the execution of the Addendum or any of its terms or provisions without the express approval of the Mountain Brook City Council.

1. Definitions. For purposes of this Addendum, the terms herein bear the following meanings:

A. "The City" refers to and includes the City of Mountain Brook, Alabama, and its constituent departments, boards, and agencies. The City may also be referred to in the Agreement as the "Client." 

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

C. The "Contractor" refers to the person, firms, or other legal entity that enters the Agreement with the City to provide goods, materials or services to the City, and includes vendees and suppliere providing goods, materials, and services to the City with or without a second contract as well as the Contractor's vendors, suppliere, and subcontractors. The Contractor may also be referred to in the Agreement as the "Consultant." 

2. Dispute Resolution. In the event of a disagreement, claim, dispute or disagreement between the parties with respect to the performance of this Agreement or the failure of a Party to perform its respective rights or obligations hereunder ("Dispute"), the parties shall resolve any dispute in an amicable effort to resolve any Dispute at the designated representative level. If the parties are unable to mutually resolve any Dispute at that level, each agree to submit that matter to arbitration by an independent arbitrator or a similar official for consideration by and potential resolution by them. If the Dispute is not resolved at the senior level the dispute resolution mechanism shall be litigation in a court of competent jurisdiction that is located in Jefferson County, Alabama.

property damage with a combined single limit of not less than $500,000 per property damage event.

2. Automobile Liability: If the work or services performed by the Contractor involves use of motor vehicles on public streets, Automobile Liability coverage covering limits not less than One Million Dollars ($1,000,000) per occurrence shall be maintained.

3. Workers' Compensation: Workers' Compensation and Employer's Liability is required by statute.

4. Professional Liability: If the Contractor is providing professional services, Professional Liability covering Contractor's negligent acts, errors or omissions in its performance of professional services with policy limits of not less than One Million Dollars ($1,000,000) per claim and in the aggregate.

All policies, except for the Workers' Compensation and Professional Liability policies shall contain endorsements concerning the City, and its officers, employees and agents as additional insureds with respect to liability that arises out of the performance of the Contractor's performance of Services or work. The additional named insured endorsement shall not limit the scope of coverage to the City to venues liability, but shall allow coverage for the City to the fullest extent provided by the policy.

All insurance policies required herein are to be primary and noncontributory with any insurance or self-insurance program administered by the City.

Before commencement of Services hereunder, Contractor shall provide the City a certificate(s) of insurance and endorsements (including the additional named endorsed endorsements evidencing compliance with the requirements in this section. This certificate(s) shall provide that such insurance shall not be terminated or expired without thirty (30) days advance notice to the City.

10. Indemnification for Claims by Third Parties. The Contractor agrees to defend, indemnify, and hold harmless the City, and its agents, employees, and officers (collectively hereafter the "Indemnitees") from and against all claims, suits, judgments, losses, damages, costs, and expenses (including but not limited to attorneys' fees, expert fees, court costs and other litigation costs), losses, damages, and claims (including those for bodily injury, illness, or death, or injury to, destruction or loss of any tangible property, or for those for financial loss or damage, collectively herein referred to as "Claims") arising from or connected with (i) the Services, (ii) the Services, (iii) the contractor's negligent acts, errors or omissions while engaging in the Services, or (iv) the Services, (v) the Contractor's negligence or recklessness (other than those acts or omissions described in the Agreement or its failure to perform its obligations in the Agreement).

11. EXCLUSION OF CONSEQUENTIAL DAMAGES. THE CONTRACTOR AGREES AND ACKNOWLEDGES THAT IN THE EVENT THAT IT ASSERTS ANY CLAIM, DEMAND, OR ACTION OF ANY TYPE AGAINST THE CITY ARISING FROM ITS ALLEGED BREACH OF THE AGREEMENT OR ITS FAILURE TO PERFORM ANY OF ITS OBLIGATIONS OR DUTIES, THE MAXIMUM AMOUNT THAT THE CONTRACTOR MAY RECOVER FROM THE CITY IS DAMAGES IN ANY EVENT WHICH ARE LIMITED TO THE ACTUAL DAMAGES THAT CONTRACTOR ARISES FROM THAT BREACH. THE CONTRACTOR FURTHER ACKNOWLEDGES THAT THE COMMERCIAL TERMS HEREBY WERE PROPOSED AND BASED ON THE ASSUMPTION THAT THIS SPECIFIC LIMITATION IS APPLICABLE, AND THAT THE CITY WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT INCLUDING THIS LIMITATION. IN NO EVENT WILL THE CITY BE LIABLE TO THE CONTRACTOR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR OTHER SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, SAVINGS, OR REVENUES OR FOR INCREASED COST OF OPERATIONS. NOTHING IN THIS PROVISION IS INTENDED TO IMPACT, MODIFY, AMEND OR LIMIT THE TERMS OR APPLICATION OF THE INDEMNIFICATION PROVISION IN THE PROVISION ABOVE THAT PERTAINS TO CONTRACTOR'S OBLIGATIONS TO DEFEND THE CITY FOR CLAIMS MADE AGAINST THE CITY BY THIRD PARTIES.

CITY: CITY OF MOUNTAIN BROOK

CONTRACTOR: SKIPPER CONSULTING INC.

By: ______________________________

By: ______________________________

Date: ______________________________

Date: ______________________________

Title: ______________________________

Title: ______________________________

Printed Name: Dumitru B. Skipper, P.E.

Printed Name: ______________________________

Date: ______________________________

Date: ______________________________

November 16, 2020

November 23, 2020