[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 8th day of February, 2021. 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
- Gerald A. Garner
- Lloyd C. Shelton
- Alice B. Womack
- Stewart Welch III, Mayor

**Absent:**
- None

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

1. **AGENDA**

1. Mosquito Control—Ronnie Vaughn (Appendix 1).

   It was the general consensus of the elected officials that the routine spraying (by way of truck-mounted fogger) program be discontinued. Public Works can still perform backpack spot spraying upon request and utilize larvicide tablets for infestations in standing water as needed.

2. Fiscal year 2021 street paving list—Ronnie Vaughn (Resolution No. 2021-019 was added to the formal meeting agenda.)

3. Guardrail contract for Wilderness Road at Cherokee Bend Condos—Ronnie Vaughn (Resolution No. 2021-021 was added to the formal meeting agenda.) The guardrail is needed to help prevent motor vehicles from crashing into the apartments below (two such accidents have occurred within the past six months). The cost of the unbudgeted project is approximately $11,000, however, there are sufficient budgetary funds available from another line item to cover the cost.

4. Roof replacement contract for Public Works—Ronnie Vaughn (Re: Resolution No. 2021-022, formal agenda item 10.) This project is budgeted and needed to address a recurring leaky roof issue over the main Public Works building.

5. Chevron signs for the “curve” at 3820 Spring Valley Road—Richard Caudle of Skipper Consultants (Appendix 2).

   It was the general consensus of the elected officials:
   a. That the proposed street light not be installed as it is opposed by some residents and it will not provide any meaningful lighting of the curve over 180 feet away
   b. Public Works will have the street restriped and reflectors installed at the suggestion of Charles Butterworth of 3825 Spring Valley Road (in the vicinity of the curve) to make the street more visible to motorists
c. The Police department shall place the mobile speed detection devices on the street temporarily to alert motorists of their travel speeds and increase enforcement efforts in an attempt to slow traffic
d. The neighbors were invited to return to the City Council should the perceived conditions not improve upon implementation of the aforementioned measures
e. If any further modifications are warranted, the consultant suggests chevron signs (preferred over the street light per Mathew Nelson) before rumble strips due to the noise associated with rumble strips
f. Reducing the speed (as suggested by Stacey McElrath) is not recommended by the consultant due to the length of the roadway and, according to the consultant and Police Chief, speed has been determined to be within acceptable limits based on the traffic study. The advisory (unenforceable) speed limit signed at the curve is 20 miles per hour.
g. Installing a stop sign as a means of reducing speed (as suggested by Betty Butterworth) when otherwise not warranted is discouraged by the consultant as motorists tend to ignore them thereby causing unintended risks.
h. The traffic engineer reaffirmed that “Children At Play” signage is not recognized as an approved traffic control device

6. Options for adding pedestrian push buttons on flashing signs at Church Street and Jackson Boulevard at Crestline School—Richard Caudle of Skipper Consultants (Resolution No. 2021-018 authorizing the engineer to design the system was added to the formal meeting agenda. The purchase and installation agreement are expected to be presented for formal consideration at the February 22, 2021 meeting of the City Council.)
   • The consultant is recommending some type of flashing light pedestrian crossing signal
   • The improvement is needed primarily outside of the school drop-off and pick-up times when the crossing is generally controlled by crossing guards
   • Motorists frequently do not yield to pedestrians standing at the curb waiting to cross
   • It is contemplated that two Rapid Rectangular Flashing Beacons (RRFBs) will be recommended
   • The primary difficulty contemplated will be connecting the pedestrian activated push buttons to the lights
   • Option 2 is expected to be the best option at approximately $26,500

7. Appoint Philip Young to the Jefferson County Intellectual and Development Disabilities Authority, Inc. to fill the unexpired term of Kimm Eckhoff (Resolution No. 2021-020 was added to the formal meeting agenda.) Mr. Young was in attendance to introduce himself to the elected officials and was thanked for volunteering to serve.

8. Creation of a GIS Specialist position for the Department of Planning, Building and Sustainability—Dana Hazen (Resolution No. 2021-014 was added to the formal meeting agenda.)

9. Expense allowances for Planner and GIS Specialist positions—Dana Hazen (Resolution No. 2021-017 was added to the formal meeting agenda.)

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

2. EXECUTIVE SESSION AND ADJOURNMENT

The being no further topics for discussion, Council President Pro Tempore Pritchard made a motion that the City Council convene in executive session to discuss 1) a real estate matter and 2) another matter involving the good name and character of an individual and that the City Council shall reconvene at approximately 7 p.m. upon conclusion of the executive session. The City Attorney certified that the subject matters were allowed to be discussed in executive pursuant to Alabama Law. The motion was seconded by Council member Womack. 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
Gerald A. Garner
Lloyd C. Shelton
Alice B. Womack

Nays: None

President Smith then adjourned the pre-meeting at approximately 6:45 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 videoconference on February 8, 2021, 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.

Steven Boone
City Clerk, Approved by
City Council February 22, 2021
We have reduced the time spent on chemical mosquito control each year for several years. Last year we had one application in most all areas of the city and only two applications the year before. Each year our request for spraying goes down drastically and the number of complaints when we do spray have gone up each year. We receive calls requesting that we not spray and our trucks are stopped several times a night and asked to please not spray certain streets. Homewood and Vestavia have discontinued their spray programs and Hoover sprays very little but doesn't advertise that they spray.

We were spending $12,000.00 a year on chemicals but have reduced that line item slowly in recent years to only $2,000.00 last year. We would save approximately $80,000.00 every seven to ten years on equipment. I do have two employees that are classified as Herbicide Applicators but they run equipment and work in our Construction Division all year round except for the one to two weeks that we spray. With that said, we need to keep these two positions to continue the work they do when not spraying.

I would suggest we keep the employees classified as they are for now and keep the equipment for at least a year or two. Once we are satisfied that this is working we could then sell the equipment and reclassify the positions to Heavy Equipment Operators.

I will be happy to answer any questions.

Thanks

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
Sam Gaston

From: Richard Caudle <richard@skipperinc.com> on behalf of Richard Caudle
Sent: Tuesday, January 26, 2021 1:22 PM
To: Sam Gaston; Ted Cook
Cc: Jason Carmack; Ronnie Vaughn
Subject: RE: Postpone discussion of a request for a streetlight on Spring Valley Road
Attachments: spring valley rd 3800 block chevron installation 012021.pdf

Attached is a proposal to install chevrons on the curve in the 3800 block of Spring Valley Road for review and comments. I would prefer this to rumble strips as the next step.

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 <agasonts@mtnbrook.org>
Sent: Monday, January 25, 2021 7:42 AM
To: Ted Cook <cookt@mtnbrook.org>
Cc: Jason Carmack <carmackt@mtnbrook.org>; Richard Caudle <richard@skipperinc.com>; Ronnie Vaughn <vaughnt@mtnbrook.org>; Stacey McElrath <staceymcelrath@gmail.com>
Subject: RE: Postpone discussion of a request for a streetlight on Spring Valley Road

Also, look and see if you think any rumble strips or reflectors would help in this area. There are curve/20MPH advisory speed limit signs at both ends as you approach the curve area.

Sam S. Gaston
City Manager
City of Mountain Brook, AL
50 Church Street
P.O. Box 130009
Mountain Brook, AL 35213
(205) 862-3303 Phone
(205) 670-3577 Fax
From: Ted Cook [mailto:cookt@mtnbrook.org]
Sent: Monday, January 25, 2021 7:23 AM
To: Sam Gaston
Cc: Jason Carmack; Richard Caudle
Subject: re: Postpone discussion of a request for a streetlight on Spring Valley Road

6 total wrecks in the last 10 years, 3 of which were in the last 5 years.

Chief Ted Cook
Mountain Brook Police Department
101 Tibbitts St.
[This page is blank intentionally.]
MINUTES OF THE REGULAR OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
FEBRUARY 8, 2021

[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 8th day of February, 2021. 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
         Gerald A. Garner
         Lloyd C. Shelton
         Alice B. Womack
         Stewart Welch III, Mayor

Absent: None

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

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

1. PRESENTATION

Mayor Welch read aloud the Arbor Week Proclamation (No. 2021-008, Exhibit 1).

Sim Johnson, Chairman of the Board of Landscape Design:
  • These proclamations and City’s continued recognition demonstrates the community’s
    commitment to protecting its urban forest
  • Expressed appreciation to the City Manager, elected officials and past administrations for its
    support and commitment to these efforts

City Manager Sam Gaston
  • This the City’s 27th consecutive year of being recognized by Tree City USA and 19th Growth
    Award recognition
  • The City will soon be sponsoring its annual tree giveaway
  • On February 26 at 10 a.m. the City will be presented with the Arbor City Award of the Year by
    the State of Alabama Urban Forestry Commission
  • At this ceremony the City will plant a tree at the corner of Church Street and Hoyt Lane to replace
    the large diseased oak recently removed

President Smith:
  • Much of the City’s recognition over the years is the result of Mr. Gaston’s early involvement in
    getting the City to form the Tree Commission (now the Board of Landscape Design) back in the
    early to mid-1990s and thanked him for his efforts

2. 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 January 25, 2021, regular meeting of the City Council

2021-008 Arbor Week Proclamation

2021-009 Authorize the purchase of light fixtures and equipment manufactured by Cooper Lighting, LLC by the City from Lighting Solutions of Alabama (a licensed Alabama Business and Cooper dealer) for $90,000; the same unit price that Cooper proposed in 2020 to sell this equipment to participants in the Sourcewell national, governmental entity purchasing cooperative. On November 30, 2020, the State of Alabama Department of Public Accounts approved the bidding process used by Sourcewell, thereby authorizing the City to purchase the lights at the stated price.

2021-010 Authorize the execution of a contractor agreement between the City and Stone and Sons Electrical Contractors with respect to the installation of LED lights at MBE playing field (2021-009)

2021-011 Authorize the execution of a professional services agreement between the City and Sain Associates for the study of the potential necessity of a pedestrian crosswalk at the Mountain Brook Village Circle

2021-012 Authorize the execution of an agreement between the City and United Ability, Inc. (dba Gone For Good Document Destruction) to provide community document destruction and e-waste recycling services

2021-013 Authorize the removal of a street light between 321 and 325 Overbrook Road in Mountain Brook

2021-014 Authorize the creation of one (1) Geographic Information Systems (GIS) Specialist position (Class No. 2575, G25/4) for the Planning, Building, and Sustainability department to be filled at the discretion of the City Manager in accordance with the “Rules and Regulations” of the Personnel Board of Jefferson County

2021-015 Authorize the execution of an Agreement for Fire and EMS Services for C-K Breckenridge, LLC

2021-017 Authorize expense allowances and budget amendments for the GIS Specialist and Planner positions

2021-018 Authorize the execution of a professional services agreement between the City and Skipper Consulting to design a pedestrian crossing at the Totlot located at the intersection of Church Street and West Jackson Boulevard

2021-019 Approve the proposed 2021 street resurfacing list

2021-020 Appoint Philip Young to the Jefferson County Intellectual and...
Developmental Disabilities Authority, Inc., to fill the unexpired term of Kimm Echoff ending April 1, 2025

2021-021 Authorize the execution of a contractor agreement between the City and Alabama Guardrail, Inc., with respect to the installation of guardrail on Wilderness Road

2021-022 Authorize the execution of a contractor agreement between the City and Goodgame Company, Inc., with respect to the Public Works roof replacement project

Thereupon, the foregoing minutes, proclamation (No. 2021-008) and resolutions (Nos. 2021-009 through 2021-015 and 2021-017 through 2021-022) were introduced by Council President Smith and a motion for their immediate adoption made by Council member Womack. 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
       Gerald A. Garner
       Lloyd C. Shelton
       Alice B. Womack

Nays: None

Abstained: None

Council President Smith thereupon declared that said minutes, proclamation (No. 2021-008) and resolutions (Nos. 2021-009 through 2021-015 and 2021-017 through 2021-022) were adopted by a vote of 5—0 that and as evidence thereof she signed the same.


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 member Womack. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia C. Smith
       William S. Pritchard, III
       Gerald A. Garner
       Lloyd C. Shelton
       Alice B. Womack

Nays: None

Abstained: 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 member Shelton moved for the adoption of said ordinance. 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
      Gerald A. Garner
      Lloyd C. Shelton
      Alice B. Womack

Nays: None

Council President Smith declared that said ordinance (No. 2098) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

4. CONSIDERATION OF AN ORDINANCE (NO. 2099) EXTENDING FOR ANOTHER 90-DAYS THE TIME RESTRICTIONS FOR THE ON-STREET PUBLIC PARKING LOCATED IN MOUNTAIN BROOK, CRESTLINE AND ENGLISH VILLAGE FIRST IMPLEMENTED UPON THE ADOPTION OF ORDINANCE NO. 2068 ON MAY 11, 2020 AND SUBSEQUENTLY EXTENDED UPON THE ADOPTION OF ORDINANCE NOS. 2074 ON AUGUST 10, 2020 AND 2089 ON NOVEMBER 9, 2020 (APPENDIX 16)

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 member Shelton 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 member Womack. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia C. Smith
      William S. Pritchard, III
      Gerald A. Garner
      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
      Gerald A. Garner
      Lloyd C. Shelton
      Alice B. Womack

Nays: None

Council President Smith declared that the said ordinance (No. 2099) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.
5. CONSIDERATION OF A RESOLUTION (NO. 2021-016) REPURPOSING AN AREA OF ROADWAY BETWEEN THE INTERSECTION OF CANTERBURY ROAD AND CAHABA ROAD AND CANTERBURY ROAD AND VILLAGE CIRCLE TO BECOME PART OF THE MEDIAN ISLAND SEPARATING CAHABA ROAD AND VILLAGE CIRCLE FOR AN INDEFINITE PERIOD OF TIME IN CONJUNCTION WITH THE FUTURE INSTALLATION OF TWO ROUNDABOUTS IN MOUNTAIN BROOK VILLAGE (EXHIBIT 17)

Council President introduced the resolution in writing and called upon the City Attorney to briefly describe the intent of the resolution.

City Attorney Whit Colvin:
- Actually, the resolution is not required
- The City has control over its streets and traffic circulation
- All of the subject area is currently within the City’s right-of-way
- The City is repurposing a paved street area as part of the median
- The “closure” will be for an indefinite period of time for purposes customary for a right-of-way

There being no further comments or discussion, the resolution was then considered by the City Council. Afterward, Council President Pro Tempore Pritchard made a motion that the resolution be adopted as presented. The motion was then 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
Gerald A. Garner
Lloyd C. Shelton
Alice B. Womack

Nays: None

Council President Smith then declared that Resolution No. 2021-016 is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

6. ANNOUNCEMENT

The next regular meeting of the City Council is scheduled for February 22, 2021, at 7:00 p.m. (means to be announced).

7. ADJOURNMENT

There being no further business or other matters for discussion, Council President Smith adjourned the meeting at approximately 7:15 p.m.

8. 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 February 8, 2021, 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 February 22, 2021
EXHIBIT 1

PROCLAMATION NO. 2021-008

ARBOR WEEK PROCLAMATION

Whereas, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

Now, Therefore, I, Stewart H. Welch III, Mayor of the City of Mountain Brook, do hereby proclaim February 22 through February 26, 2021, as

ARBOR WEEK

in the City of Mountain Brook, and I urge all residents to celebrate the occasion and to support efforts to protect our trees and woodlands, and

Further, I urge all residents to plant trees to gladden the heart and promote the well-being of this and future generations.

EXHIBIT 2

RESOLUTION NO. 2021-009

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the purchase of Ephesus brand LED lights to be installed at the Mountain Brook Elementary playing fields, such purchase to be made from Lighting Solutions using the Sourcewell national, governmental entity purchasing cooperative approved by the Alabama Department of Examiners of Public Accounts.

APPENDIX 1
EXHIBIT 3

RESOLUTION NO. 2021-010

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of a contractor agreement between the City and Stone and Sons Electrical Contractors, Inc., in the form as attached hereto as Exhibit A, with respect to the installation of LED lights at the Mountain Brook Elementary playing fields.

APPENDIX 2

EXHIBIT 4

RESOLUTION NO. 2021-011

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 service agreement/work authorization between the City and Sain Associates, in the form as attached hereto as Exhibit A, with respect to traffic engineering services to support the installation of a pedestrian crosswalk at Village Circle in Mountain Brook Village.

APPENDIX 3

EXHIBIT 5

RESOLUTION NO. 2021-012

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of an agreement between the City and United Ability, Inc. (dba Gone For Good Document Destruction), in the form as attached hereto as Exhibit A, with respect to a community document destruction and e-waste recycling event to be held in Mountain Brook.

APPENDIX 4

EXHIBIT 6

RESOLUTION NO. 2021-013

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes Alabama Power Company to remove a street light in between 321-325 Overbrook Road.

APPENDIX 5
RESOLUTION NO. 2021-014

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the creation of one (1) Geographic Information Systems (GIS) Specialist position (Class No. 2575, G25/4) for the Planning, Building, and Sustainability department to be filled at the discretion of the City Manager in accordance with the “Rules and Regulations” of the Personnel Board of Jefferson County.

APPENDIX 6

EXHIBIT 8

RESOLUTION NO. 2021-015

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 execute an Agreement for Fire Protection and EMS Services between the City and C-K Breckenridge, LLC, in the form as attached hereto as Exhibit A

APPENDIX 7

EXHIBIT 9

RESOLUTION NO. 2021-017

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes an [annualized] non-pensionable, taxable expense allowance and budget amendment for the GIS Specialist position (Resolution No. 2021-014) to commence upon the filling of the position on or before the 15th day of the month or following month if employment starts after the 15th day of the month; and

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes an [annualized] non-pensionable, taxable expense allowance and budget amendment for the Planner position (Resolution No. 2019-122) to commence February 2021.

APPENDIX 6

EXHIBIT 10

RESOLUTION NO. 2021-018

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 Skipper Consulting to perform pedestrian crossing study at the Totlot located at the intersection of Church Street and West Jackson Boulevard.

APPENDIX 8
EXHIBIT 11

RESOLUTION NO. 2021-019

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby approves the proposed 2021 street resurfacing list as attached hereto as Exhibit A.

APPENDIX 9

EXHIBIT 12

RESOLUTION NO. 2021-020

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Philip Young is hereby appointed to serve, without compensation, on Jefferson County Intellectual and Developmental Disabilities Authority, Inc., to fill the unexpired term of Kimm Echoff ending April 1, 2025.

APPENDIX 10

EXHIBIT 13

RESOLUTION NO. 2021-021

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of a contractor agreement between the City and Alabama Guardrail, Inc., in the form as attached hereto as Exhibit A, with respect to the installation of guardrail on Wilderness Road.

APPENDIX 11

EXHIBIT 14

RESOLUTION NO. 2021-022

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of a contractor agreement between the City and Goodgame Company, Inc., in the form as attached hereto as Exhibit A, with respect to the Public Works roof replacement project.

APPENDIX 12

EXHIBIT 15

ORDINANCE NO. 2098

THIRD 90-DAY EXTENSION OF THE TEMPORARY MODIFICATION OF RESTAURANT SIDEWALK DINING REGULATIONS

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

WHEREAS, restaurants are among those small businesses facing economic challenges as those restrictions required them to cease on-premises dining; and
WHEREAS, the State of Alabama has passed new guidelines which permits restaurants to provide on-premises dining, albeit with appropriate safeguards; and

WHEREAS, the City, its small business community, restaurants and residents understand the importance of keeping appropriate safeguards in place so as maintain the progress that has been achieved through social distancing; and

WHEREAS, the City understands that continued productivity and economic activities are necessary to the welfare of business owners, employees, families and the entire Mountain Brook community and is committed to protecting both the economic health of its business owners and the health of the community; and

WHEREAS, one of the ways that the City believes on-premise dining can be made safer and compliant with State Health requirements is by use of outdoor dining areas, including those on sidewalks in front of dining establishments; and

WHEREAS, the City has detailed regulations and standards in place concerning the use of public sidewalks for dining operations and those regulations are designed to protect the character of the City’s historic villages; and

WHEREAS, during these unprecedented times, the City finds that temporary modification of some of those standards and regulations to be appropriate and necessary to permit business operations and the economic vitality of the community to continue, as well as to protect the health and safety of patrons.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mountain Brook, Alabama, pursuant to relevant provisions of the Emergency Management Agency Act of 1955, as amended, Governor Kay Ivey’s State of Emergency Proclamations and the Alabama State Health Officer’s Orders as follows:

1. For a period of time beginning on the date of passage of this Ordinance and ending 90 days thereafter (the “Restaurant Relief Period”), Section 46-6 of the City Code containing Sidewalk Café Regulations shall be temporarily modified so as to facilitate and expedite the ability of restaurants to utilize sidewalks for dining operations. Such modifications are as follows:

   a) Village Design Review Committee review and approval provided for in Section 46-6 (b)(2) & (3) shall not be required.

   b) City Council review and approval required by Section 46-6 (b)(4) shall not be required; provided, however, that city clerk shall not issue a Sidewalk Café Permit until such time as the owners of both the restaurant and the property have executed the City’s Hold Harmless & Release Agreement in the form attached hereto.

   c) New sidewalk cafés permitted pursuant to these temporary modifications and expansion of existing sidewalk cafes shall also be subject to the following in lieu of those regulations found in Sections 46-6 (c)(1) & (2):

      a. Limitations on the area permitted to be used by a sidewalk café during the Restaurant Relief Period shall be temporarily modified so as to allow the area to be expanded beyond the area directly in front of the building in which the restaurant is located, as may be approved by the City Clerk, provided that sufficient clearance for pedestrian passage is maintained pursuant to ADA requirements.

      b. Operation of outdoor areas approved under these temporary standards shall be restricted to evening hours from 5:00 p.m. until close of business.

      c. Tables and chairs shall be removed from the sidewalk and stored during the hours in which operation is not permitted.
d) Sidewalk cafes approved prior to the passage of these modifications and under the existing Code provisions shall be permitted to continue to operate pursuant to and within the scope of the City Council approval for such cafe.

2. All other provisions of City Code Section 46-6 that are not specifically modified hereby shall remain in full force and effect.

3. The Administrative Processing Fee imposed pursuant to Section 46-6(b)(1) is hereby waived for all applications submitted pursuant to this Ordinance.

4. **Repealer.** All ordinances or parts of ordinances heretofore adopted by the City Council of the City of Mountain Brook, Alabama, that are inconsistent with the provisions of this ordinance are hereby expressly repealed.

5. **Severability.** If any part, section or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect notwithstanding such holding.

6. **Effective Date.** This ordinance shall become effective immediately upon adoption and publication as provided by law. The provisions of this ordinance shall expire ninety (90) days from the date of passage unless otherwise extended or made permanent by the City Council.

---

**EXHIBIT 16**

**ORDINANCE NO. 2099**

**AN ORDINANCE EXTENDING FOR 90-DAYS THE TIME RESTRICTIONS FOR THE ON-STREET PUBLIC PARKING LOCATED IN MOUNTAIN BROOK, CRESTLINE AND ENGLISH VILLAGES FIRST IMPLEMENTED UPON THE ADOPTION OF ORDINANCE NOS. 2068 ON MAY 13, 2020, 2074 ON AUGUST 10, 2020 AND 2089 ON NOVEMBER 9, 2020**

WHEREAS, the City of Mountain Brook has been operating under a State of Emergency issued by the Governor of the State of Alabama and the City of Mountain Brook due to the COVID-19 pandemic; and

WHEREAS, COVID-19 is a highly contagious communicable disease spread by contact between people and activities of residents and patrons of City businesses have been restricted so as to minimize such contact through “social distancing”; and

WHEREAS, while COVID-19 impacts people of all ages, from children to the elderly, the greatest impact, in terms of severity, has been to the elderly and those with underlying medical conditions; and

WHEREAS, on this date, by order of the Governor and State Health Officials, the restrictions that were in place are being eased to permit the operation of most commercial establishments, including restaurants which, prior to today, had been restricted to “take out only” operation; and

WHEREAS, while most establishments may resume operation under careful social distancing guidelines, contactless commercial transactions remain the safest and most effective way to effectuate the social distancing, which is still believed to be necessary to manage the spread of COVID-19; and

WHEREAS, most of the City’s commercial enterprises in its historic villages are without dedicated private parking and rely on shared public parking to support operations; and

WHEREAS, in order to facilitate the use of “take out” services for restaurants and contactless “pick up” of other commercial goods, the City wishes to provide a parking zone on each block in Mountain Brook Village and Crestline Village for contactless delivery of services so those who want to utilize the services of
commercial operations in those areas but want to maintain social distancing through contactless delivery will have a place to do so; and

WHEREAS, the City understands that continued productivity and economic activities are necessary to the welfare of business owners, employees, families and the entire Mountain Brook community and is committed to the economic health of its business owners and the health of the community; and

WHEREAS, during these unprecedented times, the City finds that temporary identification of “take out parking” and regulation of the use of spaces in those areas to be appropriate and necessary to allow the economic vitality of the community to continue, as well as to protect the health and safety of patrons.

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

Section 1. The parking spaces located on the following streets and identified as “Take Out Zones” on the attached parking maps shall be designated as “Take Out Only” and shall be used only for the delivery of food or other commercial goods directly to the automobiles parked therein:

| CHURCH STREET | CAHABA ROAD |
| OAK STREET    | MONTEVALLO ROAD |
| CULVER ROAD   | PETTICOAT LANE |
| CANTERBURY ROAD |

Section 2. Vehicles parked in any “Take Out Zone” must be occupied and the occupants thereof must be waiting on the delivery of commercial services. Vehicles that are unoccupied or are parked in such areas for any other reason shall be in violation of this ordinance.

Section 3. Any person violating the provisions of Section 1 or 2 of this ordinance shall, upon conviction thereof, be punished within the limits and as provided by Section 50-107 of the Code of the City of Mountain Brook.

Section 4. Repealer. All ordinances or parts of ordinances heretofore adopted by the City Council of the City of Mountain Brook, Alabama, that are inconsistent with the provisions of this ordinance are hereby expressly repealed.

Section 5. Severability. If any part, section or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect notwithstanding such holding.

Section 6. Effective Date. This ordinance shall become effective immediately upon adoption and publication as provided by law. The provisions of this ordinance shall expire ninety (90) days from the date of passage unless otherwise extended or made permanent by the City Council.

EXHIBIT 17

RESOLUTION NO. 2021-016

WHEREAS, on July 18, 2017, the City Council of the City of Mountain Brook adopted Resolution No. 2017-086, authorizing the temporary closure of the Canterbury Road intersection at Cahaba Road; and

WHEREAS, such closure and the consequential rerouting of traffic along Village Circle was designed to reduce congestion connected with the then 5-way intersection (Montevallo Road/Cahaba Road/Hollywood Boulevard/Canterbury Road) (the “Mountain Brook Village Circle Intersection”); and

WHEREAS, reducing congestion was required in order to proceed with a critical public infrastructure improvement project, the construction of two roundabouts by the City, the City of Birmingham and the
Alabama Department of Transportation (ALDOT) at the intersection of Cahaba Road, Culver Road, Lane Park Road and U.S. Highway 280 (the “280 Roundabouts”); and

WHEREAS, ALDOT had determined that the 280 Roundabouts were not feasible unless traffic congestion originating and resulting from the Mountain Brook Village Circle Intersection was reduced by closing one of the legs of the intersection; and

WHEREAS, the Canterbury Road leg of the intersection was selected for closure as it was the least critical leg and least disruptive option from a traffic flow perspective;

WHEREAS, on September 25, 2017, the City Council approved the extension of the temporary closure and further authorized the replacement of the temporary barricades then in place with “more durable and aesthetically pleasing solution such as, but not limited to concrete parking stops, pine mulch, hay bales, planters and/or other similar objects and the relative directional signage be improved”; and

WHEREAS, the Canterbury Road intersection has remained closed since that Council action and the improvements remain in place; and

WHEREAS, the original determination by the City and ALDOT engineers that traffic congestion would be remediated by eliminating the Canterbury Road intersection was confirmed by traffic study data, making the 280 Roundabouts feasible, but only if the Canterbury Road intersection remained closed; and

WHEREAS, the City Council hereby determines that the 280 Roundabout project is critical and that the Canterbury Road intersection must remain closed so that project can proceed; and

WHEREAS, the City also desires to make improvements to the right of way between the intersections of Canterbury Road and Village Circle and Canterbury Road and Cahaba Road for possible pedestrian purposes and to enhance aesthetics in the Circle, in order to promote appropriate traffic flow, to minimize congestion, to enhance public safety and health and to otherwise promote general welfare of the City’s residents.

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

1. To enable construction of the 280 Roundabouts and related public traffic improvements, to lessen congestion and to promote more efficient traffic flow as required by the Alabama Department of Transportation, the closure of the intersection of Canterbury Road and Cahaba Road shall be and is hereby extended indefinitely.

2. The temporary curbs and structures currently in place will be replaced with improvements that are more permanent in nature, as may be further approved by the City Council.

3. The area formerly used as roadway between the intersection of Canterbury Road and Cahaba Road and Canterbury Road and Village Circle will remain part of the right of way but will be repurposed for use as part of the median island separating Cahaba Road and Village Circle and as may otherwise be approved by the City.
The Park Board would like to replace the lights at the Mountain Brook Elementary field with new LED lights. We found a different brand of lights than the ones we used at the Athletic Complex that we would like to use. These are Ephesus brand lights and have been used by the University of Georgia as well as other prominent locations. We worked with a local dealer to figure out what we need on this field to achieve a good light level for youth sports, including lacrosse. We will re-use the existing poles and remove the old lights and brackets. The new lights will come with their own brackets and a wireless controller or "Puck." We will be getting the traditional white lights, plus some colored lights for special effects. We expect this feature to be an exciting addition for the youth games.

These light fixtures cost $90,000 and can be purchased through Sourcewell, a purchasing co-op that has been approved by the state. Sourcewell has a contract with Cooper Lighting to provide the Ephesus lights and Lighting Solutions of Alabama is a local dealer out of Vestavia. I have attached all the supporting documents—the quote, a summary of the light fixtures, the active dates and number of the contract between Sourcewell and Cooper Lighting, and the state's letter of approval for Sourcewell and their bidding procedures.

In a separate agenda item, I am also asking for the approval of a contract with Stone and Sons to install the lights at MBE. I requested quotes from local electricians and received two quotes: $35,644 from Titan Electric and $26,230 from Stone and Sons.

Both parts of this project total $116,230. I have $150,000 budgeted based on previous estimates that we had received from other sources and these quotes came in well under that. Also Senator Dan Roberts graciously donated $55,516 to help with the new lights. That will be a huge help on this project.

The installation of these lights will take approximately two weeks. Since the school and sports will be using the fields consistently throughout the school year, we will wait until June for the delivery and installation of the lights. All parties have agreed to this.

I have shared the plan for new lights with BOC and MBE representatives, Tommy Priest and Ashley McCombs, with no complaints. Steve Stine has reviewed and approved all parts as well.

We feel these new LED lights will improve the safety of the players, reduce light pollution for the neighbors, and reduce the monthly electric bill.

Ephesus Lighting (Cooper Lighting, LLC)
Sports Lighting
Mitsubishi Corp.
Date: 7/26/2021

Appendix I

Project Name: Mountain Brook Elementary
Project Location: Mountain Brook, AL
Agent Contract Lighting Solutions

<table>
<thead>
<tr>
<th>Item</th>
<th>Qty</th>
<th>Type</th>
<th>Comments</th>
<th>Unit Price</th>
<th>Ext. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>15</td>
<td>Ephesus</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>20</td>
<td>Ephesus</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>15</td>
<td>Ephesus</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>12</td>
<td>Ephesus</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>1</td>
<td>Puck</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>2</td>
<td>Puck</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>10</td>
<td>Puck</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>42</td>
<td>COOPER 355W灯</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>10</td>
<td>COOPER 355W灯</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>1</td>
<td>COOPER 150W灯</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>1</td>
<td>COOPER 150W灯</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>1</td>
<td>COOPER 150W灯</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total: $90,000.00

Isolation Notes:

Pucks and COOPER 355W lamp kits require separate branch. InSourcewell will check for this and charge it separately. vs.

Sourcewell will not be responsible for any electrical connections and wiring.


delivery:

1. Find the COOPER 355W lamp kit.$90,000.00

2. Add the COOPER 355W lamp kit.$90,000.00

3. Add the delivery charge.$2,000.00

Total: $92,000.00

Sourcewell.com | 1-866-955-3100 | Sourcewell.com | 1-866-955-3100

Contact Information:

Sourcewell.com | 1-866-955-3100 | Sourcewell.com | 1-866-955-3100

Bids & Awards:

Cooper Lighting LLC will be the low bidder on this project. Sourcewell will award the contract to the low bidder.

Constr. Documentation:

- Request for Proposal (RFP) 2021-210
- Contract 2021-211
- Construction Documentation
  - Proposed Opening Notice (3-9-21)
- Proposed Close Date (4-5-21)
- Construction Authorization
  - Construction Authorization (4-3-21)
- Proof of Publication (4-2-21)
- Bid Requirements (3-9-21)

Become a member:

Simple instructions to create a profile to manage your business. Email us at membership@sourcewell.org or call 866-955-3100.

Search Vendors & Contracts:

General Contracts

- Search for a vendor or contract.

- Contact us at membership@sourcewell.org or call 866-955-3100.

- Check out the vendor information online at Sourcewell.com.

- For more information, visit Sourcewell.com or call 866-955-3100.

www.Sourcewell.org/About/How-We-Work/Procurement/Request-for-Proposal

https://www.shourceswell.com/about/shourceswell-initiative/071819-epheus-contract-documents

J:\Minutes & Agendas\Council2021\20210208 Minutes.doc

February 8, 2021
Ephesus
PRISM RGBA
RGB LED Sports & Entertainment Luminaire

Top Product Features
- Quantum-engineered optics precisely direct light while minimizing glare
- Control systems provide flexibility and fan experience effects
- Rugged and weather-tight for use even in harsh environments
- Solid state design means no moving parts - maintenance-free operation

Dimensional Details:

```
<table>
<thead>
<tr>
<th>Dimension</th>
<th>Measurement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Height</td>
<td>100 cm</td>
</tr>
<tr>
<td>Width</td>
<td>80 cm</td>
</tr>
<tr>
<td>Depth</td>
<td>20 cm</td>
</tr>
</tbody>
</table>
```

Cooper Lighting Solutions

Rachel Laurie Riddle
Chief Examiner
November 30, 2020

Alabama Community College System
Alabama County Commissions
Alabama Municipalities
City and County Boards of Education
Other Entities subject to §§ 16-132-1, et seq., 41-16-50, et seq., Ala. Code 1975

To Whom It May Concern,

In accordance with Sections 16-132-2(a)(13) and 41-16-51(a)(16), Ala. Code 1975, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department’s review, the competitive bid process used by Sourcewell is approved for use through December 31, 2021. This approval authorizes the purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-132-2(a)(13) and 41-16-51(a)(16), Ala. Code 1975. This approval does not apply to State Public Four-Year Universities within the State of Alabama.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased are not at the time available on the state purchasing program or are not available at a price equal to or less than that on the state purchasing program. Further, any such purchases must be made through a participating Alabama vendor holding an Alabama business license if such vendor exist. Id

Should the Department receive notice that Sourcewell or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Sourcewell’s competitive bid process approval will subject to immediate revocation by the Department.

If the Department can be of further assistance, please let us know.

Sincerely,

[Signature]
Rachel Laurie Riddle
CHIEF EXAMINER
CONTRACTOR AGREEMENT

Stone and Son Electrical Contractors, Inc. (hereafter the "Contractor") enters into this Contractor Agreement ("Agreement") with the City of Mobile, Alabama, a municipal corporation ("City"), effective as of the date last executed by a party below (the "Effective Date"). Contractor and City may be individually referenced herein as "Party" or collectively as "Parties."  

1. Project. Unless otherwise stated in the attached Exhibit A - Specifications (which is incorporated by reference herein), Contractor agrees to perform and complete the following work and services: to construct, furnish, install, and equip the materials, supplies, supervision, and equipment needed to perform the work, services and operations (collectively, the "Work") as the undermentioned project (the "Project"). 

Name of Project: Install LED Lights at MBE field 
Site of Project: Mobile Police Department 
Mountains Brook Elementary School 3041 Cahaba Road 
Mountains Brook, AL 35213 

2. Scope of Work. See Exhibit A (which includes the City Scope of Work and the Certificate of Completion) that is attached and incorporated herein. 

3. Undertaking of Parties. Contractor agrees to perform the Work in accordance with the terms, conditions and specification in this Agreement and in Exhibit A. City agrees to compensate Contractor and perform its other responsibilities set forth in the Contract Documents. 

4. Term and Termination. The term of this Agreement shall commence on the Effective Date and thereafter continue in effect up to six (6) months from the Term. The period in which Contractor will complete the Project is set forth on Exhibit A. 

Notwithstanding the provisions immediately above or any other language herein, City may terminate this Agreement before the expiration of the Term (as defined in Exhibit A) if the City finds that Contractor has not performed in accordance with the terms of this Agreement and Exhibit A. 

5. Contract Price/Provisions/Conditions. Unless otherwise stated in the Special Conditions on Exhibit B or agreed in a writing signed by the Parties, the City will pay Contractor the lump sum amount of Twenty-Seven thousand two hundred and thirty dollars ($27,230.00) as compensation for the performance of the "Work". Unless agreed in a writing or amendment to this Agreement that is signed by duly authorized representatives of both Parties, the total amount payable to the Contractor for the Work shall not exceed the Contract Price. The City will pay the Contract Price on this Project as follows: 

Within ten (10) days following the successful completion of the Project, Contractor shall submit to City Project Representative an invoice for the Contract Price (as adjusted by any amounts agreed upon changes signed by both Parties). Within five (5) days following receipt of that invoice, City Project Representative will review same, consult with Contractor and make any mutually agreed modifications to it, certify that the invoice is due and payable, and forward that certified invoice to the City Clerk. The City Clerk will remit to the Contractor the amount certified for payment within twenty (20) days after it receives that certification. 

6. Warranties of Contractor. The Contractor warrants each of the following with respect to the Work: 

(a) that it expeditiously will perform its Work in a good and workmanlike manner in accordance with and in accordance with the terms, conditions and specifications in this Agreement and Exhibit A; 

(b) that all of its employees or any subcontractors (if authorized), will comply with the Work in compliance with all codes, laws and regulations that are applicable to the Project; 

(c) that before commencing the Work, at its own expense, the Contractor will obtain all licenses, permits or other governmental authorities needed to complete the Project, including, without limitation, a business license and building permit issued by the City (collectively, "Licenses"). Contractor further agrees to maintain that Licenses throughout the performance of the Project; 

(d) that it has inspected the Site and any other locations at which it will perform the Work, and, based on that inspection and its expertise, that it has determined that each of those locations is reasonably suitable for Contractor to complete the Project; 

(e) that the Contractor shall be responsible to remove and properly dispose of any debris related to its completion of the Project, and that it will leave each location where the Work is performed in reasonably clean condition; 

(f) that the Work will be free of any material defects in workmanship and materials for a period of one (1) year that shall commence on the date of completion of the Project; and 

(g) that the Contractor agrees to take all necessary steps to ensure that the Contractor is able to complete the Project, including, without limitation, the spending of all funds reasonably necessary for the completion of the Project. 

(f) that all notices required to be taken or on behalf of the Contractor to enter or execute this Agreement, and to perform its obligations and agreements hereunder, have been duly taken, and the present signing below on behalf of Contractor is authorized to execute this Agreement. 


(a) Insurance. For the duration of this Agreement and for a period of time not less than thirty (30) days after completion, Contractor, at its sole expense, shall maintain the following insurance with a company(ies) lawfully authorized to do business in Alabama and reasonably acceptable to City: 

(i) Comprehensive General Liability: Seven Hundred Fifty Thousand Dollars ($750,000.00), combined single limit and aggregate for bodily injury and property damage. This Comprehensive General Liability policy shall include coverage for personal injury, product liability, general liability, and property damage, as well as bodily injury and property damage. 

(ii) Automobile Liability: Automobile Liability covering owned and rented vehicles operated with policy limits not less than Seven Hundred Fifty Thousand Dollars ($750,000.00) combined single limit and aggregate for bodily injury and property damage. 

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

The Contractor may satisfy its insurance obligations hereunder through a combination of primary, umbrella and excess policies. Before accepting this Agreement, the Contractor shall provide City a certificate(s) of coverage evidencing compliance with the requirements in this section. The certificate shall name City as an additional insured on the Comprehensive General Liability, Automobile Liability, and any applicable umbrella and excess policies. 

(b) Safety. Contractor agrees that it (a) has the sole responsibility to identify any condition or hazard at the Site or other locations on City property that will prevent it from safely performing the Work, and (b) is exclusively responsible for performing the Work in a safe manner that does not put at risk the safety of persons or property. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protections to prevent damage, injury or loss to: (i) its employees and all other persons who may be affected by the Work; (ii) all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the Site, or under the care, custody or control of the Contractor or any of its representatives; and (iii) other property at the Work Site or adjacent thereto. 

(c) Indemnification. Contractor agrees to defend, indemnify, and hold harmless City and its agents, employees and officials (hereinafter collectively, the "Indemnitees") from and against all demands, actions, liabilities, expenses (including reasonable attorney's fees) or claims for damages by any third parties (including any employee, subcontractor or representative of the Contractor, hereinafter a "Contractor Representative") that arise out of, relate to or are caused by any negligent act, omission or conduct by Contractor or any Contractor Representative in performing or failing to perform the Work for or to the satisfaction of the Indemnitees under this Agreement; provided that nothing herein shall obligate the Contractor to indemnify any of the Indemnitees for any claims resulting from the negligent conduct or the willful misconduct of the Indemnitees. 

(d) Limitation of Liability. In no event may Contractor recover from the City any special, incidental, consequential or any other indirect damages whatsoever of any description (including, but not limited to, loss of profits, lost profits, loss of savings or revenues or for increased cost of operations) or amount arising from the City's breach of its obligations hereunder. 

8. Project Representative. Each Party shall appoint and designate an individual (the "Project Representative") who shall act on behalf of such Party or its authorized representative. The Contractor shall provide notice to City of any such designations. 


(a) Right of City to Terminate. This Agreement may be terminated by City at any time by written notice made to the Contractor. 

(b) Termination of Agreement. Notwithstanding anything to the contrary in this Agreement, if Contractor shall fail to perform any of the obligations of Contractor hereunder, and such failure shall continue beyond the date specified in the notice of termination, then the City may, by written notice, terminate this Agreement. 

(c) Notice of Termination. Notice shall be given in writing to the Contractor as set forth in this Agreement. 

(d) Termination for Default. If either Party shall be in default hereunder, the defaulting Party shall be deemed to have breached its obligations hereunder, and the non-defaulting Party may terminate this Agreement by written notice to the defaulting Party. 

(e) Termination of Agreement. Notwithstanding anything to the contrary in this Agreement, if Contractor shall fail to perform any of the obligations of Contractor hereunder, and such failure shall continue beyond the date specified in the notice of termination, then the City may, by written notice, terminate this Agreement. 

(f) Termination for Default. If either Party shall be in default hereunder, the defaulting Party shall be deemed to have breached its obligations hereunder, and the non-defaulting Party may terminate this Agreement by written notice to the defaulting Party. 

(g) Termination of Agreement. Notwithstanding anything to the contrary in this Agreement, if Contractor shall fail to perform any of the obligations of Contractor hereunder, and such failure shall continue beyond the date specified in the notice of termination, then the City may, by written notice, terminate this Agreement. 

(h) Termination for Default. If either Party shall be in default hereunder, the defaulting Party shall be deemed to have breached its obligations hereunder, and the non-defaulting Party may terminate this Agreement by written notice to the defaulting Party. 

(i) Termination of Agreement. Notwithstanding anything to the contrary in this Agreement, if Contractor shall fail to perform any of the obligations of Contractor hereunder, and such failure shall continue beyond the date specified in the notice of termination, then the City may, by written notice, terminate this Agreement. 

(j) Termination for Default. If either Party shall be in default hereunder, the defaulting Party shall be deemed to have breached its obligations hereunder, and the non-defaulting Party may terminate this Agreement by written notice to the defaulting Party. 

(k) Termination of Agreement. Notwithstanding anything to the contrary in this Agreement, if Contractor shall fail to perform any of the obligations of Contractor hereunder, and such failure shall continue beyond the date specified in the notice of termination, then the City may, by written notice, terminate this Agreement. 

(l) Termination for Default. If either Party shall be in default hereunder, the defaulting Party shall be deemed to have breached its obligations hereunder, and the non-defaulting Party may terminate this Agreement by written notice to the defaulting Party.
d. Contractor may not assign its rights, obligations or the benefits of this Agreement to any third party without the written consent of City, which consent may be withheld for any reason.

e. 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.

f. Contractor is an independent contractor of City. This Agreement does not create any partnership, joint venture or principal-agent relationship between the Parties. Further, City retains no control or authority with respect to its employees or methods in which Contractor (or any of its employees or representatives) performs the Work.

h. Immigration Law Compliance. Contractor represents and warrants to the City that: (i) it does not knowingly employ, hire for employment, or continue to employ, in Alabama, an "unauthorized alien," as defined by the Immigration Reform and Control Act of 1986, 8 U.S.C. § 1324a, and the Florida部 Immigration and Reform Act of 1996, 8 U.S.C. § 1607; (ii) it shall not continue its performance under this Agreement with any individual or entity found to be in violation of the provisions of this Act with respect to subcontractors, if, 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. Contractor 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 laws or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if Contractor 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.

i. Amendment. Neither this Agreement nor any of the provisions herein (including, without limitation, those concerning the Scope, Project Schedule and Contract Price) may be amended or modified except in accordance with the terms of a written instrument or change order signed by both Parties.

j. Delayed Performance/Force Majeure Event. Neither Party shall be liable to the other for any failure to perform its respective obligations (including payment obligations) under this Agreement 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

MINUTE BOOK 91

CITY OF MOUNTAIN BROOK, ALABAMA

By: ____________________________

Date: ________________

STONE AND SONS ELECTRICAL CONTRACTORS, INC

By: ____________________________

Date: ________________

EXHIBIT A – SPECIFICATIONS

1. Scope of Work.

(a) January 2021 request from City titled "Replace Athletic Lights at Mountain Brook Elementary Field" (the "City Scope of Work");

(b) January 27, 2021 Contractor Proposal to install city-supplied lights per the attached December 8, 2020 specifications prepared by Ephasis Sports Lighting.

If Contractor desires or is required to perform services on the Project that fall outside the Scope ("Additional Operations"), the Contractor shall advise the City Project Representative of the need for Additional Operations before undertaking those services, and the parties shall reach agreement on the expenses of any Additional Operations and the Contractor Representative shall approve any such Additional Operations before the Contractor performs same.

2. Project Schedule. The Parties anticipate the Work will be performed in June 2021. Weather permitting, Contractor expects to complete the Work within an approximate 2 week period after the City provides it a Notice to Proceed.

3. Project Representatives.

City Project Representative:
Shanda Williams
3694 Bethel Drive
Birmingham, AL 35223
Email: williamsb@mountainbrook.org
Day Tel #: 205-802-5879

Contractor Project Representative:
Redd Stone
2530 Quaintwoman Road
Birmingham, AL 35210
Email: bstone@stoneandsons.com
Day Tel #: (205)832-8494

4. Special Conditions.

[Space for additional conditions]

February 8, 2021
Dear Sam:

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

Scope of Services
Sain Associates will provide professional traffic engineering services to support your Village Circle modification project in Mountain Brook, AL. The modifications being currently considered are constructing crosswalks at four locations along Village Circle and converting a portion of the roadway to one-way operation. The following tasks will be undertaken as part of our work:

- We will collect 4.5-hour turning movement counts at the 5 intersections along Village Circle between 7:30 - 9:30 AM and 3:00 - 5:00 PM. These counts will be summarized and presented on volume figures. The counts will include vehicles, pedestrians, and bicyclists.
- The traffic counts will be used to determine the amount of exposure pedestrians would face during the peak period if the proposed crosswalks are constructed.
- We will evaluate and list the pros/cons of installing pedestrian crossings at Village Circle. This will include evaluating the pedestrian sight lines (from pedestrian to vehicle and from vehicle to pedestrian) for existing conditions and for the proposed conditions with mature vegetation, benches, and paths in place. Elevations for the proposed changes will be provided by QUNTHAN.
- If pedestrian crosswalks are recommended, we will also recommend the appropriate signage and pavement markings to be installed in conjunction with the crosswalks.
- We will evaluate the potential impacts of converting the northeast quadrant of Village Circle to one-way operations and list the pros/cons of their conversion.
- We will summarize our data collection and evaluation into a memorandum for your review and approval.

For the purposes of preparing a fee, our budget includes preparation for and attendance of two meetings in Mountain Brook. We are available to attend meetings throughout the duration of the project. Attendance at any additional meetings will be undertaken on an hourly basis per the attached terms and conditions, with your authorization.

Thank you for the opportunity to provide this proposal. If you have any questions or need clarification on any item, please call me. We look forward to working with you.

Sincerely,

SAIN ASSOCIATES, INC.

Charles Cochenour, P.E., PTOE
Project Manager
AL P.E. # 36282

Enclosures:
- Sain Terms & Conditions (as of 2021)

Page 3

Thank you for the opportunity to provide this proposal. If you have any questions or need clarification on any item, please call me. We look forward to working with you.

Sincerely,

SAIN ASSOCIATES, INC.

Charles Cochenour, P.E., PTOE
Project Manager
AL P.E. # 36282

Enclosures:
- Sain Terms & Conditions (as of 2021)

Page 3

Thank you for the opportunity to provide this proposal. If you have any questions or need clarification on any item, please call me. We look forward to working with you.

Sincerely,

SAIN ASSOCIATES, INC.

Charles Cochenour, P.E., PTOE
Project Manager
AL P.E. # 36282

Enclosures:
- Sain Terms & Conditions (as of 2021)

Page 3
Terms and Conditions, Page 2 of 2

MINUTE BOOK 91
TERMS AND CONDITIONS

PARA 22

The parties agree to be bound by all of the terms and conditions set forth in this document and any additional documentation provided by Sain Associates. Failure to comply with any term may result in the termination of the agreement by either party. Any disputes arising from this agreement shall be resolved through arbitration.

SCHEDULE 2021

All returns and credits shall be made in accordance with the terms and conditions set forth in this document. No returns or credits will be given for products that have been used or altered in any way.

APPENDIX 3

THANKS

Charles Cochrane, P.E., PTOLE, RSP
Project Manager
Drexel-2/26/2021

From: Bailey, Alicia <abaily@sain.com>
Sent: Friday, January 8, 2021 2:43 PM
To: Joel Elison <jelison@sain.com>
Cc: Simon Johnson <sjohnson@sain.com>, Venessky, Judy <jvannessky@theesdesignstudio.com>, Chris Landau <clandau@sain.com>, Cochrane, Charles
Subject: Re: Mountain Brook Village Circle Improvements

Thanks Joel,

We will prepare a proposal. Charles Cochrane will be our traffic project manager. We have been in touch with you to discuss the crosswalk locations. Thanks.

From: Joel Elison <jelison@sain.com>
Sent: Thursday, January 7, 2021 2:35 PM
To: Bailey, Alicia <abaily@sain.com>
Cc: Simon Johnson <sjohnson@sain.com>, Venessky, Judy <jvannessky@theesdesignstudio.com>, Chris Landau <clandau@sain.com>
Subject: Mountain Brook Village Circle Improvements

Design concepts for the Village Circle are moving forward and we anticipate having schematic concepts to present to the City sometime in the next few months. Once the concepts are presented, the intent is to engage Sain to assist with concept review and comment and to determine if a traffic study is warranted by the proposed design changes.

We’d like Sain to review proposed new pedestrian crosswalks to several islands and the circulation and safety aspects of adding these. We also need Sain to address advantages and disadvantages of making Village Circle one way. The attached plan indicates where we anticipate adding crosswalks to serve the new island improvements.

We’d like to get a fee/scope proposal from you in the next week. If you have any questions, please give me a call.

Joel

WORK AUTHORIZATION

February 2, 2021

Sain Gaston
City Manager
6 Church Street, PO Box 19009
Mountain Brook, AL 35213

SUBJECT: Scope and Fee
Village Circle - Crosswalks and One-Way Review
Mountain Brook, AL

Dear Sam,

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

Scope of services:
Sain Associates will provide professional traffic engineering services to support your Village Circle modification project in Mountain Brook, AL. The modifications being currently considered are constructing crosswalks at four locations along Village Circle and converting a portion of the roadway to one-way operations. The following tasks will be undertaken as part of our work:

- We will collect 4.5 hour timing count sheets at the 5 intersections along Village Circle between 7:00 PM and 12:00 PM. These counts will be summarized and presented on volume figures. The counts will include vehicles, pedestrians, and bicycles.
- The traffic counts will be used to detail the amount of exposure pedestrians would face during the peak period if the proposed crosswalks are constructed.
- We will evaluate and bid the projections of installing pedestrian crosswalks along Village Circle. This will include evaluating the pedestrian sightlines (from pedestrian to vehicle and from vehicle to pedestrian) for existing conditions and for the proposed conditions with raised medians, pedestrian barriers, and sidewalks in place. Elevations for the proposed changes will be provided by OUNSAIA LANDAU.
- If pedestrian crosswalks are recommended, we will also recommend the appropriate signage and pavement markings to be installed in conjunction with the crosswalks.
- We will also evaluate the potential impacts of converting the northeast quadrant of Village Circle to one-way operations and bid the projections of that conversion.
- We will summarize our data collection and evaluation into a memorandum for your review and approval.

For the purpose of preparing a fee, our budget includes preparation for and attendance at two meetings in Mountain Brook. We are available to attend meetings throughout the duration of the project. Attendance of all additional meetings will be undertaken on an hourly basis per the attached terms and conditions, with your authorization.
Thank you for the opportunity to provide this proposal. If you have any questions or need clarification on any item, please call me. We look forward to working with you.

Sincerely,
Charles Cochran, P.E., PTCE, RSP
Project Manager
A.I.P.E. # 36202

Enclosures:
Sain Terms & Conditions (Rev. 2021)

SAIN ASSOCIATES, INC.

Date: February 2, 2021

Signature of Authorized Representative

ACCOMPLISHED:
CERT OF MOUNTAIN BROOK

Date: Print Name & Title

SAIN ASSOCIATES, INC.

APPENDIX 3

Terms and Conditions

SAIN ASSOCIATES, INC.

 Они представили труд, который был сделан и который является всеобъемлющей и исчерпывающей информацией о предмете, который содержит все, что может быть необходимо или полезно для его выполнения. Тем не менее, они не гарантируют точность или полноту информации и не ответственны за любые убытки, которые могут возникнуть в результате использования этой информации.

Согласно условиям, Sain Associates, Inc. не несет ответственности за любые убытки, которые могут возникнуть в результате использования этой информации. Они также не гарантируют точность или полноту информации и не ответственны за любые убытки, которые могут возникнуть в результате использования этой информации.

Sain Associates, Inc. не несет ответственности за любые убытки, которые могут возникнуть в результате использования этой информации. Они также не гарантируют точность или полноту информации и не ответственны за любые убытки, которые могут возникнуть в результате использования этой информации.
MINUTE BOOK 91
2021-012

GONE FOR GOOD
DOCUMENT DESTRUCTION & E-WASTE RECYCLING
SHARED & E-WASTE EVENT - CLIENT SERVICE AGREEMENT

This Agreement ("Agreement") is made effective as of the 36th day of January, 2021, by and betwen UNITED ABILITY, INC, an Alabama nonprofit corporation, doing business as GONE FOR GOOD DOCUMENT DESTRUCTION (hereinfter called "GFG") and the CITY OF MOUNTAIN BROOK, ALABAMA with a mailing address of 16 Church Street, Mountain Brook, AL 35213, (hereinafter called "Client"). GFG and Client hereby agree as follows:

Terms and Conditions

1. Event Address: Mountain Brook High School, 3650 Bethune Drive, Mountain Brook, AL 35223
2. Event Date and Time: Saturday, April 3, 2021 from 9:00 am until 1:00 pm.
3. Sole Terms: All services provided by GFG to Client for the Event are subject solely to the terms contained herein and any additional terms agreed to by the parties in writing and attached hereto. No term or condition on Client’s purchase order or any other instrument, agreement or understanding shall be binding upon GFG unless agreed to by the parties in writing. All typographical and clerical errors are subject to correction.
4. Authorized Representative: Client’s authorized representative (“Authorized Representative”) shall be Tyler Stell, jstell@mtnbrook.org, 205-802-3811.
5. Service:
   (a) Paper Materials: GFG Mobile-based operations: At the Event GFG staff will receive and store paper material delivered by the public for shredding into a large rolling container, which will be locked when not in use by GFG staff and transported to the mobile shred truck. Containers filled with sensitive materials will be tipped and shredded on the mobile GFG truck. Paper material that has been shredded will be transported by GFG to a contracted recycling entity for being within GFG’s sole discretion.
   (b) E-Waste: At the Event GFG staff will receive electronic waste delivered by the public and properly dispose of that waste in the manner selected by GFG.
6. Service Fees: GFG for Good will provide paper and e-waste disposal services for the Event at no charge.
7. Limitation of Liability: GFG is not liable for (a) any loss or damage whatsoever relating to the materials or its destruction by GFG or (b) for the repair, replacement or restoration of any destroyed material. GFG’s aggregate liability, if any, arising under this Agreement or the provision of services to Client is limited to the amount of the service fees received by GFG from Client during the last year of the term of this Agreement. Notwithstanding the foregoing, in no event will GFG be liable for any special, indirect, consequential, exemplary, or punitive damages, loss of profits or revenue, or loss of use even if informed of the possibility of such damages. To the extent permitted by applicable law, these exclusions and limitations will apply regardless of whether liability arises from breach of contract, warranty, tort (including but not limited to negligence), by operation of law, or otherwise.
8. Setoff: Client will not set off any amounts due or may become due from GFG, its parent, affiliates, subsidiaries or other divisions or units.
9. Indemnification: Attorney’s Fees and Collection Costs: Intentionally Deleted because Service Fees are not contemplated pursuant to this Agreement.
10. Miscellaneous: This Agreement and any exhibits attached hereto and agreed to by the parties in writing represents the entire agreement between the parties and supersedes any and all prior agreements and arrangements, either oral or written with the parties that relate to the Event. No modification of this Agreement shall be binding unless in writing, attached hereto, and signed by both parties. This Agreement shall be construed in accordance with the laws of the State of Alabama. All words and phrases in this Agreement shall be construed to include the singular or plural number, and the masculine, feminine or neutral gender, as the context requires. The failure of either party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to that party under this Agreement, will not be construed as a waiver of that provision or any other provision, and the provision will continue to be in full force and effect. Any provision found to be illegal, invalid, or otherwise inexecutable by any judicial or administrative body, then other provisions will not be affected and will remain in full force and effect. Provisions herein which by their very nature are intended to survive termination or cancellation of this Agreement will survive such termination or cancellation. Any notices to be given by one party to the other will be considered properly given if deposited in the United States Mail or by express mail sent to Client at its billing address identified on the first page of this Agreement, and if to GFG, to the respective GFG branch with whom the original contract was signed unless notice of a new address is given and received in accordance with this paragraph.

February 3, 2021

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first shown above.

UNITED ABILITY, INC. – “GFG"

By: ______________________
Name: ______________________
Title: ______________________
Date: ______________________

CITY OF MOUNTAIN BROOK, ALABAMA – “CLIENT"

By: ______________________
Name: Stewart Welch
Title: Mayor
Date: ______________________

February 3, 2021
January 28, 2021

Dear Resident,

The City of Mountain Brook has received a request to remove an existing street light located between 321-323 Overbrook Road. (See attached map.) The street light over the crosswalk at Overbrook Road and Pinecrest Road will remain in place.

The Mountain Brook City Council will consider this request to remove this street light at its February 8, 2021 meeting which will begin at 7pm. Due to the COVID-19 pandemic, City Council meetings are held by Zoom. Check our website, www.mtnbrook.org, on Friday afternoon February 5th under Government, Agendas & Minutes, and scroll down to the 2/8/21 Agenda packet for the login information for the Council meeting on February 8th.

You are invited to attend this council meeting to express your support or opposition to the removal of this street light. If you cannot attend the February 8th City Council meeting, but would like to offer your comments on this request, please feel free to contact me at (205) 802-3800 or gastons@mtnbrook.org.

Sincerely,

Sam S. Gaston
City Manager
APENDIX 6

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>2021-04-20/2021-07</th>
<th>2021-07</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>Item 1</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>002</td>
<td>Item 2</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>003</td>
<td>Item 3</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>004</td>
<td>Item 4</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>005</td>
<td>Item 5</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>006</td>
<td>Item 6</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>007</td>
<td>Item 7</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>008</td>
<td>Item 8</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>009</td>
<td>Item 9</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>010</td>
<td>Item 10</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>011</td>
<td>Item 11</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>012</td>
<td>Item 12</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>013</td>
<td>Item 13</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>014</td>
<td>Item 14</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>015</td>
<td>Item 15</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>016</td>
<td>Item 16</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>017</td>
<td>Item 17</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>018</td>
<td>Item 18</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>019</td>
<td>Item 19</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>020</td>
<td>Item 20</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>021</td>
<td>Item 21</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>022</td>
<td>Item 22</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>023</td>
<td>Item 23</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>024</td>
<td>Item 24</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>025</td>
<td>Item 25</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>026</td>
<td>Item 26</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>027</td>
<td>Item 27</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>028</td>
<td>Item 28</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>029</td>
<td>Item 29</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>030</td>
<td>Item 30</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>031</td>
<td>Item 31</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>032</td>
<td>Item 32</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>033</td>
<td>Item 33</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>034</td>
<td>Item 34</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>035</td>
<td>Item 35</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>036</td>
<td>Item 36</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>037</td>
<td>Item 37</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>038</td>
<td>Item 38</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>039</td>
<td>Item 39</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>040</td>
<td>Item 40</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>041</td>
<td>Item 41</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>042</td>
<td>Item 42</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>043</td>
<td>Item 43</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>044</td>
<td>Item 44</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>045</td>
<td>Item 45</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>046</td>
<td>Item 46</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>047</td>
<td>Item 47</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>048</td>
<td>Item 48</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>049</td>
<td>Item 49</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>050</td>
<td>Item 50</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

CITY OF HUNTINGTON BEACH

MINUTE BOOK 19

February 8, 2021

TO:

Date:

From:

Subject:

Re:

The Parks and Recreation Department has completed its interview process for the GIS Manager position. The candidate who is recommended for the position is a qualified candidate with a background in GIS technology and experience in field work. The candidate has been selected for the position due to their experience and qualifications.
AGREEMENT FOR FIRE PROTECTION & EMS SERVICES

This Agreement for Fire Protection & EMS Services (the "Agreement") is made and entered into between the City of Mountain Brook, Alabama, a municipal corporation (the "City"), and C-K Breckenridge LLC c/o CLK Management Corporation (the "Owner") effective as of January 1, 2021. The City and Owner may be individually referenced hereinafter as a "Party" or collectively as "Parties".

WHEREAS, Owner owns residential facilities that are known as the Breckenridge Apartments and located at 3209 Greensdale Place, Jefferson County, Al, 35243, which location is within the police jurisdiction of the City but not within its municipal limits (the "Premises");

WHEREAS, Owner has requested that the City provide fire protection services for the Premises and emergency medical services for the occupants thereof (collectively the "Service");

WHEREAS, §14-43-142 of the Code of Alabama (1975) provides, in pertinent part, that the governing body of a municipality may authorize its fire department to enter into a contract for rendering aid in fire protection in places such as the Premises on such terms as may be agreed upon by the municipal body and the management of those Premises; and

WHEREAS, the City has agreed to provide the requested Services pursuant to the terms and conditions contained in this Agreement, and Owner agrees to accept and receive these Services on these terms and conditions.

WITNESSETH

In consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Owner and City agree as follows.

1. Scope of Services. The City agrees to provide the Services described herein during the Term of this Agreement.

2. Term. The term of this Agreement and period in which services shall be provided will commence on January 1, 2021 and end December 31, 2023 (the "Term"). Each twelve-month period beginning on the start date of service or anniversary thereof may be referenced herein as a "Contract Year".

Notwithstanding, this Agreement may terminate before its expiration if either of the following occur:

(a) Either Party may terminate this Agreement at any time during the Term by giving the other Party at least thirty (30) days prior written notice of termination. The effective date of such termination, City will refund to Owner the pro rata portion of any annual fee that is attributable to the period remaining in a Contract Year after the effective time of termination;

(b) If either Party fails to perform a material obligation owed to the other party ("Default"); the Party not in default may terminate the Agreement effective fifteen (15) days after delivering written notice of such breach to the defaulting Party if it fails to take remedial action to cure such default within that cure period.

8. Immigration Law Compliance. Immigration Law Compliance. The Owner represents and warrants to the City that it does not knowingly employ, hire for employment, or continue to employ, in Alabama, an "unauthorized alien," as defined by the Immigration and Naturalization Act, 8 U.S.C. §1324c, et seq., C-1972, as amended ("Act"), (i) it will not in the C-1972 Act shall be provided documentation establishing that it is employed by law the permitted to verify according to the applicable federal laws and regulations, and (ii) by signing this Agreement, it affirms, for the duration of the Agreement, it will not violate federal immigration laws as knowingly, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, if Owner 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.

9. Miscellaneous. (a) This Agreement may be executed in counterparts, a complete set of which together shall constitute an original and in duplicates, each of which shall constitute an original. Copies of this Agreement showing the signatures of the respective Parties, whether produced by photostatic, digital, computer, or other reproduction, may be used for all purposes as originals. (b) This Agreement may not be amended or modified, and none of its provisions or the rights of any Party hereunder can be waived by their conduct, except by a subsequent writing executed by duly authorized representatives of such Party. (c) This Agreement expresses the entire agreement and all understandings between the parties concerning the subject matter herein. All negotiations, representations, understandings, and agreements hereinafter made concerning the subject matters herein are merged into this Agreement, and no representations of agreements or understandings herein are not binding upon the Parties; they are void and of no force and effect. (d) If the meaning of any provision herein is disputed or claimed to be ambiguous, no prescriptive or negative party shall be drawn against the party that drafted that provision(s). (e) The City and Owner are independent contractors. Nothing herein shall be deemed or construed to create an employer-employee relationship, principaler-principal relationship, or relationship between the other than that of independent contractors.

Witness:

Steven Boose, City Clerk

By: ________________________________

Date: 1-1-2021

Witnes:

C-K Breckenridge LLC c/o CLK Management Corporation (Owner)

By: ________________________________

Date: 1-1-2021

By: ________________________________

Date: 1-1-2021

3. Fees. Owner shall pay the City the following annual fees for Services to be provided during the Term:

2021 - $17,500
2022 - $17,500
2023 - $17,500

Payments are due and payable no later than the first day of each Contract Year throughout the Term.

4. City’s Right to Allocate Resources. Owner understands and agrees that, in the event the City receives multiple bids for Services during a given period and its resources to respond and provide those Services must be allocated, the City may afford priority in responding and providing Services in buildings, structures, and locations within the City limits before it responds to or provides Services to Owner’s Premises.

5. Exclusion from Scope of Services. Owner agrees, understands, and acknowledges that the scope of Services that are provided by the City hereunder do not include the following:

(a) the investigation, inspection, or evaluation of the Premises for compliance with fire prevention or safety codes, regulations, or standards that may be applicable in the jurisdiction in which the Premises is located, or to report or undertake any corrective or abatement action with respect thereto; or

(b) review of Owner’s building, architectural, or other plans related to the construction or renovation of improvements on the Premises to determine compliance of any such plans with fire prevention or fire safety codes, regulations, or standards that may be applicable in the jurisdiction in which the Premises is located.

Furthermore, no actions or operations City or its personnel related to or arising from it rendering aid for fire protection and other Services pursuant to this Agreement shall be deemed or continued to impose, establish, or require a duty or obligation on the City to investigate, inspect, or evaluate the Premises for compliance with fire prevention or safety codes, regulations, or standards, to report or undertake any corrective or abatement action with respect thereto, or to create any special or enhanced standard of care with respect to such operations.

6. Notwithstanding any other provisions contained in this Agreement, Owner agrees, acknowledges and understands that the City shall have no greater liability for claims with respect to providing the Services or other its responsibilities hereunder based on alleged negligence, breach of contract or any other action, cause or theory of law that is greater than the limitations on recovery that are imposed under the provisions of the Code of Alabama 1975, Section 14-2-2, as may be in effect or may be so modified.

7. Exclusion of CONSEQUENTIAL DAMAGES. In no event may Owner recover from the City 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 revenue or for increased cost of operations) or amount arising from the City's breach of its obligations hereunder.

8. CK Breckenridge LLC c/o CLK Properties

139 Crossways Park Drive, Suite 401
Woodbury, New York 11797

January 19, 2021

Steven Boose
Director of Finance
City of Mountain Brook
P.O. Box 13009
Mountain Brook, Alabama
35223-0009

R1: Fire Protection and Emergency Medical Services Contract- Breckenridge Apartments

Dear Mr. Boose:

Attached please find the Fire and Emergency Medical Services Contract mentioned above for:

Breckenridge Apartments
3209 Greensdale Place
Birmingham, AL 35243

Thank you.

Sincerely,

Margaret Walsh
Asset Manager

J:\Minutes & Agendas\Council\2021\20210208 Minutes.doc
February 8, 2021
Introduction

This report documents an analysis performed to determine options for improvements to the pedestrian crossing crossing Church Street at West Jackson Boulevard, generally between the Crestdine "Tot Lot" and Crestdine Elementary School. The City received a request on January 20, 2023 requesting that the City consider installing a "Flashing (crosswalk) signal" for the crosswalk.

Existing Conditions

The existing traffic conditions in the area of the crosswalk are complicated by numerous signs. The crosswalk itself is 8 feet wide and has high-visibility "ladder" design, with 6' white line lines and 2' white crossbars. The markings are currently good nearly.

In advance of the crosswalk, there are two School Zone flashing assemblies. Each assembly has the following elements attached to a round aluminum pole:

- A two-section yellow flashing beacon signal
- As S-1 School Zone Crossing signs
- A "SCHOOL" placard
- A "NO CELL PHONE ZONE" sign
- A time-placard "7:30:8:00 AM/2:30-3:30 PM"

An overall layout of existing conditions surrounding the crosswalk is shown in Figure 1.

The School Zone Crossing assembly on Church Street eastbound is approximately 155 feet in advance of the crosswalk. The assembly on Church Street westbound is approximately 125 feet in advance of the crosswalk. The flashing yellow beacon on the School Zone Crossing assemblies are activated by a time clock in a cabinet located on the back side of the aluminum pole.

In addition to the signs related to the crosswalk, there is also a flashing sign to alert motorists on Church Street eastbound that a fire truck is exiting Oak Street onto Church Street.

Improvement Options and Cost Estimates

Three potential options were identified to install pedestrian-activated flashing lights for the pedestrian crossing crossing Church Street at West Jackson Boulevard.

Option 1 - Modify existing S-1 School Zone Signs

Option 1 would modify the existing flashing School Zone assembles on Church Street to be activated by a pedestrian pushbutton in addition to operation via time clock control. The following work items would be involved:

- Replacing the existing time clock control cabinets (2 total) with new cabinets that would have pedestrian pushbutton control, timer relay, and a time clock control
- Installing two pedestrian pushbutton stb. poles at either end of the crosswalk

- Wiring the entire system together to allow each pushbutton to activate both flashing sign assemblies

Initial consideration of Option 1 revealed a significant concern. There is no clear method to install the wiring which would interconnect the two existing School Zone Crossing sign assemblies with the two proposed pedestrian pushbutton stb. poles. Implementation will most likely require extensive underground conduit and directional boring work.

Cost to Implement Option 1 is estimated as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction</td>
<td>$72,300</td>
</tr>
<tr>
<td>Design</td>
<td>3,400</td>
</tr>
<tr>
<td>Total</td>
<td>$75,700</td>
</tr>
</tbody>
</table>

Approximately half of the cost estimate for construction involves underground wiring, conduit, and directional boring, the exact extent of which cannot be determined until detailed design efforts are undertaken.
Option 1 - Install New AC-Powered RPA Assemblies

The second option to provide pedestrian-actuated flashing sign assemblies at the crosswalk would be to install new Rapid Rectangular Flashing Beacons (RRFB) assemblies at each end of the crosswalk. The sign assemblies would be AC-powered and power appears to be readily available at the corner of Church Street/West Jackson Boulevard/Oak Street, near the TIme lot.

Cost to implement Option 3 is estimated as follows:

<table>
<thead>
<tr>
<th>Component</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction</td>
<td>$12,000</td>
</tr>
<tr>
<td>Design</td>
<td>$3,000</td>
</tr>
<tr>
<td>Total</td>
<td>$15,000</td>
</tr>
</tbody>
</table>

Skipper Consulting, Inc.  
February 2, 2021

Option 2 - Install New Solar-Powered RPA Assemblies

The third option to provide pedestrian-actuated flashing sign assemblies at the crosswalk would be to install new Rapid Rectangular Flashing Beacons (RRFB) assemblies at each end of the crosswalk. The sign assemblies would be solar-powered. Solar power is possibly a viable option at this site due to limited tree cover directly over the road blocking exposure to the southern sky.

The advantage of Option 3 over Option 2 is that no conduit/directional bore crossing of Church Street would be required and no power service from Alabama Power Company would be required, eliminating the monthly recurring cost. The decreased cost of construction would generally be offset by the additional cost of the solar panel and batteries.

Cost to implement Option 3 is estimated as follows:

<table>
<thead>
<tr>
<th>Component</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction</td>
<td>$13,000</td>
</tr>
<tr>
<td>Design</td>
<td>$6,000</td>
</tr>
<tr>
<td>Total</td>
<td>$19,000</td>
</tr>
</tbody>
</table>

Skipper Consulting, Inc.  
February 2, 2021

Recommendation

This report does not constitute a detailed traffic study for the pedestrian crossing at Church Street at West Jackson Boulevard. Important factors such as pedestrian crossing volumes, pedestrian age, crashes, vehicle-pedestrian conflicts, and lighting have not been studied, and therefore the need for improvements to the existing pedestrian crossing has not been established by engineering analysis. The City, of course, elect to proceed with improvements to the crossing without an engineering study, based on the citizen request and other personal experience and anecdotal evidence.

The recommended course of action for the City is, if the City decides to proceed with improvement to the existing crosswalk, for the City to implement Option 2 - Install New AC-Powered RPA Assemblies.

Option 2 is, in the opinion of the Engineer, superior to Option 3 due to the unknown factors which would be encountered in attempting to interconnect wiring between the two existing signs and two new pedestrian pushbutton push poles. Option 2 is, in the opinion of the Engineer, superior to Option 3 due to problematic experience with solar-powered systems at other locations in the City.
2021 Mountain Brook Paving

English Village Lane
23rd Street
Peacock Lane
Park Lane
Country Club Road (Ridge Drive to Montclair)
Sheridan Drive
Crestwood Drive
Crestview Drive & Circle
Delmar Terrace
Sheridan Place
Southwood Road
Grand Rock Road
Grand Rock Circle
Robin Drive
North Woodridge Road (Clipp)
Green Valley Road (City Limits to Hwy. 280)
2021-02-01

MINUTE BOOK 91

PELL PHILIP YOUNG

3942351738
bama.syoung@gmail.com
2300 Brook Manor Drive,
Birmingham, AL 35223

PROFESSIONAL SUMMARY

Served 40 years advising and serving high net worth families. Past President of University of Alabama Alumni Association, Past Chairman of Glenwood Mental Health, Montgomery YMCA board Executive Committee, Watersound Compass Point condo board, former trustee-Huntingdon College and other boards.

SKILLS

* Proven servant leader of work and in community

EXPERIENCE

Financial Advisor, UBS, Mar 1985 - May 2019, Montgomery, AL
My career began as a financial advisor and retired as a financial advisor. Also served as a branch manager and regional director.

Financial Advisor

Director, Chemistries Track Line, Aug 1973 - Feb 1979, Florence, AL
National States

EDUCATION

Bachelor of Science, Finance
University of Alabama - Tuscaloosa, AL
Finance with emphasis on transportation

RESOLVED

John Norman
President

Jayne Nunn
Vice President

Wayne Oken
Treasurer

Theresa Brooks
Secretary

Judy Brooks
Director

Robert Hopkins
Director

Reidun Bactor
Director

Natalie McCalley
Director

Jennifer McElroy
Director

Kendra Edson
Executive Director

Respectfully,

Kendra Edson
Executive Director

From:
kimm.eckhoff@gmail.com
Sent:
Monday, March 23, 2020 6:10 PM
To:
John Norman; Kendra Edson
Subject: Our time has come

John,

It is bittersweet that I let you know that my husband has accepted a job in Boston with Harvard's Beth Israel. His appointment is effective August 1, 2020 so my last meeting with the Board will be the April meeting so that I can focus on selling our house, buying a new one, all the while protecting my one at risk and helping our 15 yr with the transition. We have felt that Birmingham embraced us and have so many cherished friendships and fond memories. I hope that I have been a valuable asset to the Board. I know I will truly miss the Board and the meaningful work that we do trying to protect the marginalized and smacked citizens of Jefferson County. I leave however, knowing they are in good, trustworthy hands.

Many many thanks for letting me part of this organization.

Please feel free to share with other Board members and staff.

Warmly,
Kimm

null

J:\Minutes & Agendas\Council2021\20210208 Minutes.doc
February 8, 2021
CONTRACTOR AGREEMENT

Alabama Guardrail, Inc. (hereinafter the "Contractor") enters this Contractor Agreement ("Agreement") with the City of Mountain Brook, Alabama, a municipal corporation ("City"); and effective as of the date last executed by a party below (the "Effective Date"). Contractor and City may be individually referenced herein as "Party" or collectively as "Parties."

1. Project. Unless otherwise stated on the attached Exhibit A - Specifications (which is incorporated by reference), Contractor, at its expense, will furnish all the labor, materials, supplies, supervision, and equipment needed to perform the work, services, and operations (collectively, the "Work") at Wilderness Road at Shapleigh Drive (the "Site") in accordance with the terms, conditions, and specifications in this Agreement and on Exhibit A (the "Project").

2. Term/Termination. The term of this Agreement shall commence on the Effective Date and thereafter continue in effect for one (1) month (the "Term"). The period in which Contractor will complete the Project is set forth on Exhibit A.

Notwithstanding the provision immediately above or any other language herein, City may terminate this Agreement before the expiration of its Term at the time designated in a written notice to Contractor if each of the following have occurred: (a) Contractor has defaulted on a material obligation to the City hereunder (a "Default"); and (b) following the City's provision of written notice of Default to Contractor, the Contractor fails to correct or remedy that Default within fifteen (15) days after receipt of that notice. The failure of the Contractor to timely perform the Work shall be considered an event of Default. This remedy is in addition to any other provided in the Agreement or available to City under law or in equity.

3. Contract Price/Invoice/Certification. As stated on Contractor's December 21, 2020 Quote Sheet that is attached to Exhibit A (the "December 21, 2020 Contractor Proposal"). Contractor estimates Eleven Thousand Seven Hundred Twenty-Five Dollars ($11,725.00) is the total amount it will be paid to perform the Work (the "Contract Price"). Notwithstanding, City agrees to compensate Contractor based on actual quantities installed at the Per Unit Price set forth on the December 21, 2020 Contractor Proposal.

Within ten (10) days following the successful completion of the Project, Contractor will submit to City Project Representative an invoice for the total amount it determines is payable by the City for the entirety of the Work. With such invoice Contractor shall submit records reasonably supporting its request for payment. Within five (5) days following receipt of that invoice, City Project Representative will review same, consult with Contractor, and make any mutually agreed modifications to it, certify that the invoice is due to be paid, and forward that certified invoice to the City Clerk. The City Clerk will remit to the Contractor the amount certified for payment within twenty (20) days after it receives that certification.

4. WARRANTIES OF CONTRACTOR. The Contractor warrants each of the following with respect to its Work:

(a) that it expeditiously will perform its Work in a good and workmanlike manner that is consistent with level of skill and care that would be provided by other contractors performing operations under the same or similar conditions, and in accordance with the Project schedule;

(b) that it, and all its employees or any subcontractors (if authorized), will complete the Work in compliance with all codes, laws and regulations that are applicable to the Project;

(c) that before commencing the Work, at its own expense, the Contractor will obtain all licenses, permits or other governmental authorizations needed to complete the Project, including without limitation, a business license and building permit issued by the City (collectively, "Licensing"). Contractor further agrees to maintain that Licensing throughout the performance of the Project;

(d) that it has inspected the Site and any other locations at which it will perform the Work, and, based on that inspection and its expertise, that it has determined that each of those locations is reasonably suitable for Contractor to complete the Work;

(e) that the Contractor shall be responsible to remove and property dispose of any debris related to its completion of the Project, and that it will leave each location where the Work is performed in reasonably clean condition;

(f) that the Work will be free of any material defects in workmanship and materials for a period of one (1) year that shall commence on the date of completion of the Project; and

(g) all actions required to be taken by or on behalf of the Contractor to enter or execute this Agreement, and to perform its obligations and agreements hereunder, have been duly taken, and the person signing below on behalf of Contractor is authorized to execute this Agreement.

5. Insurance/Safety/Indemnification.

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

APPENDIX 11
(i) Comprehensive General Liability: Seven Hundred Fifty Thousand Dollars ($750,000.00) combined single limit and aggregate for bodily injury and property damage. This Comprehensive General Liability policy shall include coverage for premises/operations, products/completed operations, assumed contractual obligations, independent contractors, and broad form property damage;

(ii) Automobile Liability: Automobile Liability covering owned and rented vehicles operated with policy limits of not less than Seven Hundred Fifty Thousand Dollars ($750,000.00) combined single limit and aggregate for bodily injury and property damage;

(iii) 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.

The Contractor may satisfy its insurance obligations hereunder through a combination of primary, umbrella and excess policies. Before the execution of this Agreement, the Contractor shall provide the City a certificate(s) of insurance evidencing compliance with the requirements in this section. The certificate shall name City as an additional insured on the Comprehensive General Liability, Automobile Liability, and any applicable umbrella and excess policies.

(b) Safety. Contractor agrees that it (a) has the sole responsibility to identify any condition or hazard at the Site or other locations on City property that will prevent it from safely performing the Work, and (b) is exclusively responsible for performing the Work in a safe manner that does not put at risk the safety of persons or endangers property. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) its employees and all other persons who may be affected by the Work; (ii) all the Work and all materials and equipment to be incorporated therein, whether in storage or not of the Site, or under the care, custody or control of the Contractor or any of its representatives; and (iii) other property at the Work Site or adjacent thereto.

(c) Indemnification. Contractor agrees to defend, indemnify, and hold harmless City and its agents, employees and officials (hereinafter collectively, the "Indemnitees") from and against all demands, actions, liabilities, losses (including reasonable attorney's fees) or claims for damages by any third parties (including any employee, subcontractor or representative of the Contractor, hereafter a "Contractor Representative") that arise out of, relate to or are caused by any negligent act, omission or conduct by Contractor or any Contractor Representative in performing or failing to perform the Work or its (or their) responsibilities under this Agreement, provided that nothing herein shall obligate the Contractor to indemnify any of the Indemnitees for any claims resulting from the negligent conduct or the willful misconduct of the Indemnitees.

(d) Limitation of Liability. In no event may Contractor recover from the City any special, incidental, consequential or any other indirect damages whatsoever of any description (including, without limitation, damages for lost profits, lost advantage, lost opportunities, loss of savings or revenues or for increased cost of operations) or amount arising from the City’s breach of its obligations hereunder.

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


a. This Agreement (which includes Exhibit A) is comprised of this instrument and the December 21, 2020 Contractor Proposal. These Instruments sets forth the entire understanding between the Parties concerning the matters herein, and all oral representations, prior negotiations, understandings, agreements, conditions, and terms discussed between them concerning the Project prior to acceptance and signing of this Agreement are deemed to have merged herein. In the event of any conflict or inconsistency between provisions in the various Contract Documents, the provision(s) in the document in the order below shall control and take precedence: (1) this Agreement (including Exhibit A); and (2) the December 21, 2020 Contractor Proposal.

b. This Agreement may be executed in counterparts such as 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.

c. Any forbearance or delay on the part of City 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.

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

e. 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.

f. Contractor is an independent contractor of City. This Agreement does not create any partnership, joint venture, or principal-agent relationship between the Parties. Further, City retains no control or authority with respect to its means and methods in which Contractor (or any of its employees or representatives) performs the Work.
h. Immigration Law Compliance. Contractor represents and warrants to the City that: (i) it does not knowingly employ, hire for employment, or continue to employ, in Alabama, an "unauthorized alien," as defined by the Beacon-Hammon Alabama Taxpayer and Citizen Protection Act, §31-12-1, et seq., Code of Alabama 1975, as amended (the "Act"); (ii) it will enroll in the E-Verify program prior to performing any work 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 Contractor 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. Contractor 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 Contractor 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.

i. Amendment. Neither this Agreement nor any of the provisions herein (including, without limitation, those concerning the Scope, Project Schedule, and Contract Price) may be amended or modified except in accordance with the terms of a written instrument (or change order) signed by both Parties.

j. Delayed Performance/Force Majeure Events. Neither Party shall be liable to the other for any failure to perform its respective obligations (including payment obligations) under this Agreement 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, 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.

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

(Signature Page Follows)
EXHIBIT A - SPECIFICATIONS

1. Scope of Work
   Install 75 ft of Cur-Tec greenbelt along Whitleman Road starting at
   Stoplight Drive (the "Scope").

   If Contractor fails or is required to perform services on the Project that fall outside the
   Scope ("Additional Operations"), the Contractor shall notify the City Project
   Representative immediately. The City Project Representative shall determine if the
   Project is impacted by the Additional Operations and the City Project
   Representative shall approve any such Additional Operations before the Contractor
   performs same.

2. Project Schedule: Contractor will commence performing the Work within two (2)
   days after the City issues a Notice to Proceed, and successfully complete the Project within
   thirty (30) days following receipt of that notice.

3. Project Representatives:
   City Project Representative:
   [Address]
   Phone: [Phone number]

   Contractor Project Representative:
   [Name]
   [Address]
   Phone: [Phone number]

4. Special Conditions:
   Contractor shall be responsible for all traffic control.
**QUOTE SHEET**

**Daniel Deyo**

**Keith Dillard**

**COMPANY:**

City of Mountain Brook

**DATE:**

December 21, 2021

**QUOTE: CITY OF MOUNTAIN BROOK - COR-TEN GUARDRAIL**

We respectfully submit the following quote for guardrail materials and installation, as per your request, on your project, Wilderness Rd at Sharpsburg Drive.

<table>
<thead>
<tr>
<th>ITEM DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>EXTENDED PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Guardrail Material</td>
<td>1440'</td>
<td>yd.</td>
<td>$12.75</td>
<td>$18,360</td>
</tr>
<tr>
<td>Guardrail Installation</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL QUOTE AMOUNT:** $19,235.00

- All quotes are based on customer provided quantities.
- Payment is due on actual quantities installed. Quote is approximate quantities.
- Alabama Guardrail, Inc. is not responsible for utilities.
- Presence of underground utilities will need to be verified before installation.
- Trench is good for 60 days.
- Trench cannot be used for 1st or 2nd lane until concrete cure acceptable.
- Quote based on the assumption there will be no rental tracking conditions.
- Quote assumes rock will not be encountered.

We are pleased to submit this quote for consideration. If approved, a Purchase Order Work Agreement or Contract will be required prior to scheduling the work to be done. Thank you for considering us for your guardrail needs.

Keith Dillard

Keith Dillard, President

APPENDIX 11
CONTRACTOR AGREEMENT

Goodgame Company, Inc. (“Contractor”) enters this Contractor Agreement ("Agreement") with the City of Mountain Brook, Alabama, a municipal corporation ("City"), effective as of the date last executed by a party below (the "Effective Date"). Contractor and City may be individually referenced herein as "Party" or collectively as "Parties."

1. Project. Unless otherwise stated on the attached Exhibit A - Specifications (which is incorporated by reference). Contractor, at its expense, will furnish all labor, materials, supplies, supervision, and equipment needed to perform the work, services, and operations (collectively, the "Work") on the undertakent project (the "Project").

Name of Project: Public Works Roof Replacement Main Building
Size of Project: 3759 East Street
Mountain Brook, AL 35243

2. Scope of Work. See Exhibit A (which includes the City Scope of Work and January 6, 2021 Contractor Proposal, hereinafter the "Contractor Proposal") that is attached and incorporated herein.

3. Undertaking of Parties. Contractor agrees to perform the Work in accordance with the terms, conditions, and specifications in this Agreement and on Exhibit A. City agrees to compensate Contractor and perform its other responsibilities set forth in the Contractor Documents.

4. Term/Termination. The term of this Agreement shall commence on the Effective Date and terminate in effect for six (6) months (the "Term"). The period in which Contractor will complete the Project is set forth on Exhibit A.

Notwithstanding the provision immediately above or any other language herein, City may terminate this Agreement before the expiration of the Term at the times designated in a written notice to Contractor if any of the following have occurred: (a) Contractor has defaulted on a material obligation to the City hereunder (a "Default"); or (b) following the City's provision of written notice of Default to Contractor, the Contractor fails to correct or remedy that Default within fifteen (15) days after receipt of that notice. The failure of the Contractor to timely perform the Work shall be considered as an event of Default. This remedy is in addition to any other provided in the Agreement or available to City under law or equity.

Contractor's obligations herein shall survive the termination or expiration of the Term for these periods: Section 6(f) (Warranty on workmanship and materials) for one year following Project acceptance; other warranties in Section 6 for a period of one year; and Section 7(h) (Indemnification) for a period of two (2) years.

5. Contract Price/Invoice/Certification. Unless otherwise stated in the Special Conditions on Exhibit A or agreed in a writing signed by the parties, City will pay Contractor the amount of Forty-Eight Thousand Eight Hundred Forty Dollars and thirty-five cents ($48,840.35) as compensation for performing the Work (the "Contract Price"). Unless agreed in a writing signed by duly authorized representatives of both parties, the total amount payable to the Contractor for the Work shall not exceed the Contract Price (and agreed sum(s)) payable for any Additional Operations contemplated on Exhibit A. In no event will the total amount paid to Contractor for its Work (including the Contract Price or any amount paid for Additional Operations) exceed $50,000.00.

The City will pay the Contract Price after certification of completion of Work. Within ten (10) days following the successful completion of the Project, Goodgame will submit to City Project Representative an Invoice for the Contract Price (as adjusted by any mutually agreed change orders signed by both parties). With such invoice Contractor shall submit records reasonably supporting its payment. Within five (5) days following receipt of such invoice, City Project Representative will review same, confer with Contractor, and make any mutually agreed modifications to it, notify the invoice is due to be paid, and forward certified invoice to the City Clerk. The City Clerk will then certify to the Contractor the amount certified for payment within twenty (20) days after it receives that certification.

6. Warranties of Contractor. The Contractor warrants each of the following with respect to the Work:

(a) that it expeditiously will perform its Work in a good and workmanlike manner that is consistent with level of skill and care that would be provided by other contractors performing operations under similar or similar conditions, and in accordance with the City's schedule; and
(b) that it, and all its employees or any subcontractors (if authorized), will comply with all laws, regulations, and agency policies that are applicable to the Project.


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

(i) Comprehensive General Liability: Seven Hundred Fifty Thousand Dollars ($750,000.00), combined single limit and aggregate for bodily injury and property damage. This Comprehensive General Liability policy shall include coverage for premises/operations, products/completed operations, assumed contractual obligations, independent contractors, and broad form property damage;

(ii) Automobile Liability: Automobile Liability covering owned and rented vehicles operated with policy limits of not less than Seven Hundred Thousand Dollars ($710,000.00) combined single limit and aggregate for bodily injury and property damage;

(iii) 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.

The Contractor may satisfy its insurance obligations hereunder through a combination of primary, umbrella and excess policies. Before execution of this Agreement, the Contractor shall provide City a certificate(s) of insurance evidencing compliance with the requirements in this section. The certificates shall name City as an additional insured on the Comprehensive General Liability, Automobile Liability, and any applicable umbrella and excess policies.

The City will not furnish any type, form, coverage, or amount of insurance in connection with the Project.

(b) Safety. Contractor agrees that it (a) has the sole responsibility to identify any condition or hazard at the site or other locations on City property that will prevent it from safely performing the Work, and (b) is exclusively responsible for performing the Work in a safe manner that does not put at risk the safety of persons or property. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) its employees and all other persons who may be affected by the Work; (ii) the City and its employees and all other persons who may be affected by the Work, and (iii) any City equipment or装置ment to be incorporated therein, whether in storage or off the site, under the care, custody or control of the Contractor or any of its representatives; and (iv) other property at the Work Site or adjacent thereto.

(c) Indemnification. Contractor agrees to defend, indemnify, and hold harmless City and its agents, employees and officials (hereinafter collectively, the "Indemnitees") from and against all demands, actions, liabilities, expenses (including reasonable attorney's fees) or claims for damages by any party (including any employee, subcontractor or representative of the Contractor, hereinafter a "Contractor Representative") that arise out of, result from or are caused by any negligent act, omission or breach by Contractor or any Contractor Representative in performing or failing to perform the Work or its (or their) responsibilities under this Agreement provided that nothing herein shall obligate the Contractor to indemnify any of the Indemnitees for any claim resulting from the negligent conduct or the willful misconduct of the Indemnitees.

The City will not indemnify Contractor or any of its representatives or authorized subcontractors for any claims that arise to or cease out of the Project.

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


(a) This Agreement, which is accepted by this instrument, the City Scope of Work and the January 6, 2021 Contractor Proposal (collectively, the "Contract Documents"), sets forth the entire understanding between the parties concerning the matters herein, and all oral representations, prior negotiations, understandings, agreements, conditions, and terms discussed between them prior to acceptance and signing of this Agreement are deemed to have merged herein. In the event of any conflict or inconsistency between provisions in the various Contract Documents, the provision(s) in the document in the order below shall

J:\Minutes & Agendas\Council\2021\20210208 Minutes.doc
February 8, 2021
control and take precedence: (1) this Agreement; (2) the City Scope of Work; and (3) the Contractor Proposal.

b. 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.

c. Any rescission or delay on the part of the City 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.

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

e. 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.

f. Contractor is an independent contractor of City. This Agreement does not create any partnership, joint venture, or principal-agent relationship between the Parties. Further, City retains all control or authority with respect to its means and methods in which Contractor (or any of its employees or representatives) performs the Work.

h. Immigration Law Compliance: Contractor represents and warrants to the City that: (i) it does not knowingly employ, hire for employment, or continue to employ, in Alabama, an "unauthorized alien," as defined by the Immigrant Reform and Control Act, §§1182 and 1153, et seq., Code of Alabama 1975, as amended (the "Act"); and (ii) it will enroll in the E-Verify program prior to performing any work 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, Contractor 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. Contractor 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 Contractor is found to be in violation of this provision, it shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

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

CITY OF MOUNTAIN BOOK, ALABAMA (City)

By: _____________________________
Mayor

Date: 2/8/2021

GOODGAME COMPANY, INC. (Contractor)

By: _____________________________

Date: _____________________________

EXHIBIT A – SPECIFICATIONS

1. Scope of Work

See attached City Scope of Work and January 6, 2021 Contractor Proposal.

If Contractor desires or is required to perform services on the Project that fall outside the Scope ("Additional Operations"), the Contractor shall advise the City Project Representative of the need for Additional Operations before undertaking those services, the parties shall reach agreement on the expense of any Additional Operations and the City Project Representative shall approve any such Additional Operations before the Contractor performs same. No compensation for Additional Operations will be paid unless those Operations are approved in advance.

2. Project Schedule. Weather permitting, Contractor will complete the Work within an approximate 8-week period after receiving a Notice to Proceed from the City. The Parties understand that Contractor will order materials for the Project immediately after execution of the Agreement, and that the City will issue its Notice to Proceed after notification from Contractor that its materials are available.

3. Project Representatives.

City Project Representative:
Ronald Vaughn
3579 East Street
Birmingham, AL 35243
Email: vaughn@mountainbrook.org
Day Tel #: 205-822-0418

Contractor Project Representative:
Brad Kelley
2311 3rd Avenue South
Full City, AL 35212
Email: www.goodgamecompany.com
Day Tel #: 205-334-2511

4. Special Conditions. None.
SCOPE OF WORK

Name of Company: City Of Mountain Brook
Project Name: Roof Replacement Main Building Public Works
Project Manager: Ronald Vaughn
Prepared by: James G. Gray
Dates: 12/15/2020

The Scope of Work is the official description of the work that is to be completed during the contract. This Scope of Work must be consistent with the project timeline.

PROJECT BACKGROUND AND DESCRIPTION STATEMENT

Replace existing metal roof of main building City of Mountain Brook Public Works.

TASK LIST

Each task has been assigned a number for reference throughout the rest of this document and during the completion of the project.

<table>
<thead>
<tr>
<th>Task No.</th>
<th>Task Description</th>
<th>Equipment &amp; Materials Needed</th>
<th>Equipment Delivery Date</th>
<th>Reporting Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Order replacement materials</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Removal and replacement of Public Works roof</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

PROBLEM STATEMENT

The original metal roof has several leaks and material has become unfastened.

PROJECT GOALS

1. **GOAL:**
   - Order material and replace metal roof with new materials before the end of August 2021
   - WGG GOAL: WOE, 9/15, 10/20/20
   - Get materials order in a timely manner
   - Project Schedule: Weather permitting, Contractor expects to complete the work within an approximate 8-week period from the start of project.

GOODGAME COMPANY, INC
 SINCE 1959
 2111 3RD AVENUE SOUTH
 PRATT CITY, AL 36069
 PHONE: 205-393-2251
 FAX: 205-393-7790
 WWW.GOODGAMECOMPANY.COM

Prepared By: GCHBr101621-01
Page: 1

Date: January 6, 2021
To: City of Mountain Brook Public Works
Attn: Daren Davis
3079 East Street
Mountain Brook, Alabama 35243

From: Brad Kelley
Subject: Roof Replacement Estimate

Goodgame Company is pleased to quote the following scope of work:

**Roof Replacement for the following roof section:**
- 1. 72" x 80" Office roof:
  - Remove existing metal roof panels
  - Remove existing metal building insulation
  - Punch and install new 4th" thick metal building insulation
  - Punch and install new 24-gauge standing seam roof (Colored)
  - Install new flashing, gutters and downspouts
  - Remove debris from site
  - Does not include any other work beside noted above;

**TOTAL:** $40,500.35

**Restrictions:**
- All work is done on regular time
- Nothing not specifically mentioned

Material is guaranteed to be as specified. All work to be completed in a workmanship manner according to standard practice.

Any question or detailed steps/shortcuts from the standard practice may be as scheduled upon where order not met and not to exceed manufacturer's duration.

In the event of any disputes over the workmanship, the decision shall be enforced with the decision on the matter.

The contractor shall not be held responsible for any damages incurred during the course of the work or any losses incurred due to acts of God.

We appreciate the opportunity to submit our quotation and look forward to working with you on this project. Please feel free to contact our office should you have any questions or need additional information.

Sincerely,
Brad Kelley
Project Manager

Fabrication-Construction-Plant Maintenance - Management