

**MOUNTAIN BROOK CITY COUNCIL  
PRE-MEETING DISCUSSION  
JUNE 13, 2022**

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[As a convenience, members of the public were invited to listen, observe and participate in the public meeting by Internet video conference.]

The City Council of the City of Mountain Brook, Alabama met informally in-person at 6:00 p.m. on the 13<sup>th</sup> day of June, 2022 (others were allowed to listen to the meeting by way of Internet video conference). 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  
Alice B. Womack  
Gerald A. Garner  
Lloyd C. Shelton  
Stewart Welch III, Mayor

Absent: None

Also present were City Attorney Whit Colvin, City Manager Sam Gaston, and City Clerk Heather Richards.

**1. AGENDA**

1. Drainage issues on Cherry Street

Kelli Kelly-129 Cherry Street

- Lived on Cherry Street for 12 years
- Flooding issues began when new homes were built on Cherry Street
- Spent \$30,000 in repairing damages from flooding
- (Showed video of standing water in basement and water pouring off hill on side of house)
- Minor rainfall causes flooding
- Floods have occurred consistently over the past two years
- Provided documents regarding flooding issues and plan from Walter Schoel to Council Members (Exhibit 1)
- Requesting assistance from City to help with flooding

Glen Merchant-Building Official

- New homes on Spring Street were built in 2018
- New homes cover about 80% of what used to be a garden on an empty lot
- Everything from Spring Street naturally drains to Cherry Street

Billy Pritchard-President Pro Tempore

- Suggested a committee to get together to see what is feasible

Virginia Smith-Council President

- Volunteered to be on the committee

Gerald Garner-Council Member

- Volunteered to be on the committee

2. Request to lower speed limit on Surrey Road and upper Canterbury from 25MPH to 20MPH

George Thompson-2913 Surrey Road

- There are 33 children under the age of 7 that live from Montevallo to Surrey
- The width of the street is narrower than other streets with a 25MPH speed limit
- A petition was circulated in the neighborhood: 33 responded in favor of lowering the speed limit
- Asked the Council to consider lowering speed limit to 20MPH

Richard Caudle-Skipper Consultant Inc.

- The Police Department performed a study in 2020 and 2021 on Surrey Road: Average speed was 18 MPH
- The width of Surrey Road is 18 feet and on lower Canterbury it is 20 feet
- In support of reduction of speed limit to 20MPH

Jaye Loggins-Police Chief

- As of now there is not a speeding issue
- The police department does not have an issue of lowering the speed to 20MPH

Virginia Smith

- Requested letters be sent to houses in the area informing residents this will be on the next council agenda scheduled for June 27th

3. Brookwood Forest School/South Brookwood Road traffic improvements

Richard Caudle-Skipper Consultants

- Architect for the school proposed reversing the carpool drop off and pick up
- Currently 27 vehicles are able to be stored before South Brookwood Road is blocked
- The proposed option would allow 52 vehicles before South Brookwood Road is blocked and can accommodate 10 vehicles in loading area (as opposed to 6 vehicles with existing route)
- Estimate cost: \$12,000

Lloyd Shelton-Council Member

- Concern is children exiting vehicles on passenger side

Richard Caudle

- Most (not all) children are back seat required
- Concerns regarding children exiting on passenger side were alleviated enough to draw up plan

Nathan Pitner-Brookwood Forest Principle

- Currently the car pool lane is free moving
- If proposed option is approved, protocols will need to be changed to allow the cars in the loading area to load/unload at same time before moving forward for safety
- Will add additional crossing guard and put someone at the front of line (for added safety)
- System that is currently in place is fairly efficient, proposed plan was in response to complaints received

4. Open Retirement Window

Steve Boone-Assistant City Manager/Finance Director

- Each year 6-10 employee retire
- Last retirement window closed in April of 2022
- Received request for someone who is ready to retire in August
- Recommend opening the retirement window from August 2022- April 2023

Virginia Smith-Council President

- Item added to the formal agenda (Resolution 2022-082)

5. Pine Crest Road culvert options

Mark Simpson-Schoel Engineering Inc.

- Series of culverts are undersized compared to culverts upstream
- Evaluated ways to improve capacity:
  - Remediate one existing culvert
  - Replace two smaller culverts with one single culvert
  - Downstream improvements
- Improvements would bring channel elevation down and improve capacity in front of Canterbury Church
- Complete design could take 6 months to complete
- Requesting additional study

Virginia Smith-Council President

- Item added to the formal agenda (Resolution 2022-083)

6. Montclair Road TAP grant application

Nathan Currie-Sain Associates

- An application was prepared for a TAP grant
- Application will be submitted by end of month
- Total cost 1.1 million (grant money \$800,000 with \$340,000 cost to city)
- Recommend council to pass resolution in support of TAP application to be attached to application

Virginia Smith-Council President

- Item added to the formal agenda (Resolution 2022-084)

7. Review of the other matters to be considered at the formal (7:00p.m.) meeting

**2. ADJOURNMENT**

There being no further matters for discussion Council President Smith adjourned the pre-meeting at approximately 7:18p.m.

**3. CERTIFICATION**

I, Heather Richards, 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 at City Hall, Pre-Council Room (A-106) on June 13, 2022, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that no formal action or votes were conducted at said work session.

  
City Clerk, Approved by  
City Council June 27, 2022

**Cherry Street Flooding**

Following the construction of new homes at 138 Spring St and 142 Spring St, residents of Cherry St have experienced flooding issues. A partial list of dates of major flooding events as well as rainfall data for those days follows –

- April 12, 2020: Rainfall 2.36" (less than one-year, 24 hour storm)
- March 25, 2021: Rainfall 2.60" (less than one-year, 24 hour storm)
- May 4, 2021: Rainfall 5.12" (less than five-year, 24 hour storm)
- October 6, 2021: Rainfall 1.10" (less than one-year, 24 hour storm)
- March 16, 2022: Rainfall 0.93" (less than one-year, 24 hour storm)
- March 22, 2022: Rainfall 1.61" (less than one-year, 24 hour storm)
- June 8, 2022: Rainfall 5.82" (less than ten-year, 24 hour storm)

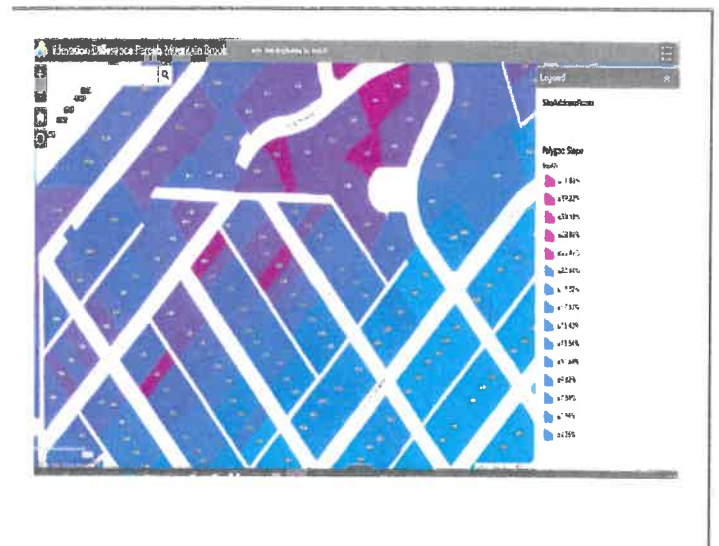
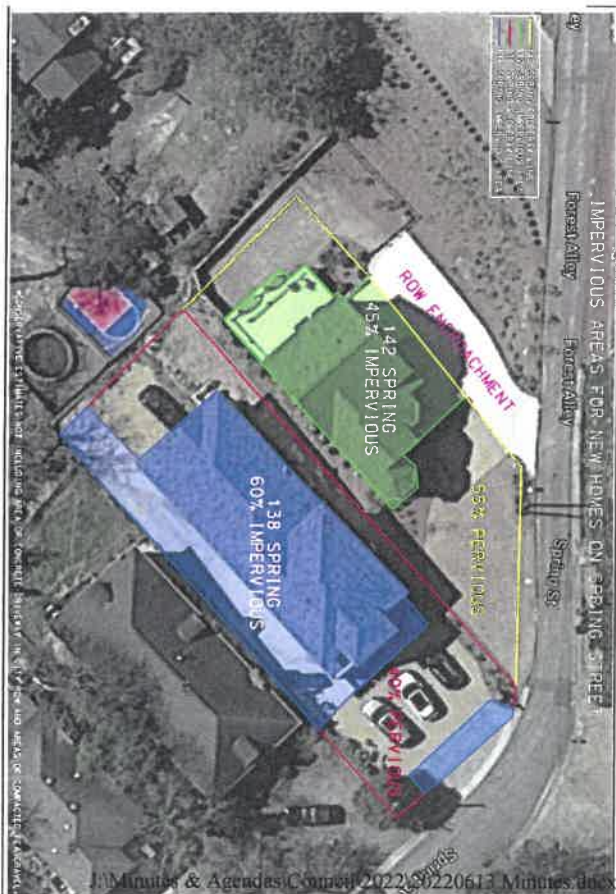
These numbers show that significant flooding is occurring even during minor rainfall events. These flooding events are causing damage to homes, structures, landscaping and yards. There is such a large volume of water at such a high velocity that no one property owner can adequately deal with it. We have all tried various solutions on our respective property but none can adequately handle the additional stormwater coming from the new development. The flooding continues to worsen as with each storm the water is eroding a more defined channel through the properties along Cherry St.

Included in this submittal is a map showing the properties and homes impacted by the stormwater runoff from the new construction. These homes are located in Residence C District. This maximum impervious area for this zone is 40%. As the attached map shows, these lots exceed that even by conservative estimates. The estimates do not include 2 areas of compacted gravel at 138 Spring St or 1 area of compacted gravel at 142 Spring Street which are at least 50% impervious. Also not included is the large impervious concrete driveway at 142 Spring St which is built on Mountain Brook ROW. In addition, these lots have slopes between 19.82-22.44% (see attached map) and should have been analyzed by an engineer prior to construction in order to ensure that the site runoff would not negatively affect downstream homes.

Walter Schoel has studied the area and provided a conceptual design (see attached map) in order to alleviate the flooding issues on Cherry St and prevent further damage to homes and property. Videos showing the extent of the flooding will be shown at the meeting.

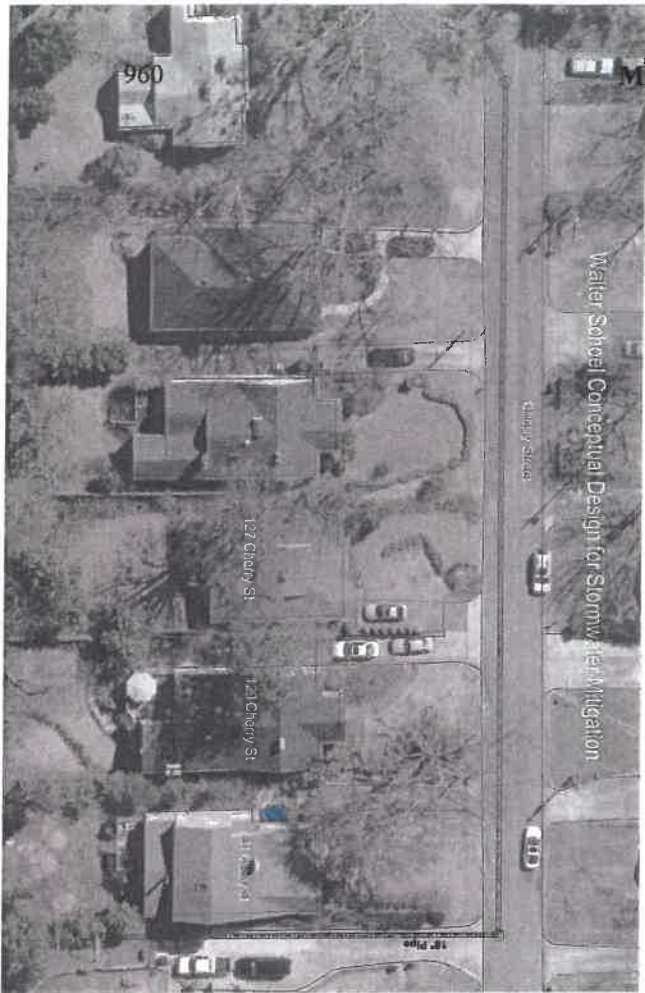


APPENDIX 1



Sam Gaston

From: Walter Schoel III <wsiii@school.com> on behalf of Walter Schoel III  
 Sent: Tuesday, June 07, 2022 10:03 AM  
 To: Glen Merchant  
 Cc: Sam Gaston; Ronald Vaughn; Daniel Davis; Mark Simpson  
 Subject: RE: Kelli Kelly  
 Attachments: Cherry st 20 ac no topo.pdf; Cherry St 20 scale w topo.pdf



Glen,

I have attached a sketch that shows a drainage fix for the Kelly property on Cherry.

This fix intercepts the drainage, pipes it into Cherry and runs 295 ft down Cherry to tie to an existing inlet.

It is 424 LF of 18"

A budget might be....

424 LF 18" @ 150\$/lf	\$63,6000
Structures 4 @\$3,500	\$14,000
Drive and Road repairs	\$10,000

Maybe \$90,000

What do you think about the unit costs? Can Public works perform the work???

Let's talk.

Walter

Walter Schoel, III Ph.D., P.E.

President  
 School Engineering  
 1001 22nd Street South | Birmingham, Alabama 35205  
 Direct: 205.313.1100 | Main: 205.323.8168 | Fax: 205.328.2252  
[WSIII@school.com](mailto:WSIII@school.com) | [www.school.com](http://www.school.com)

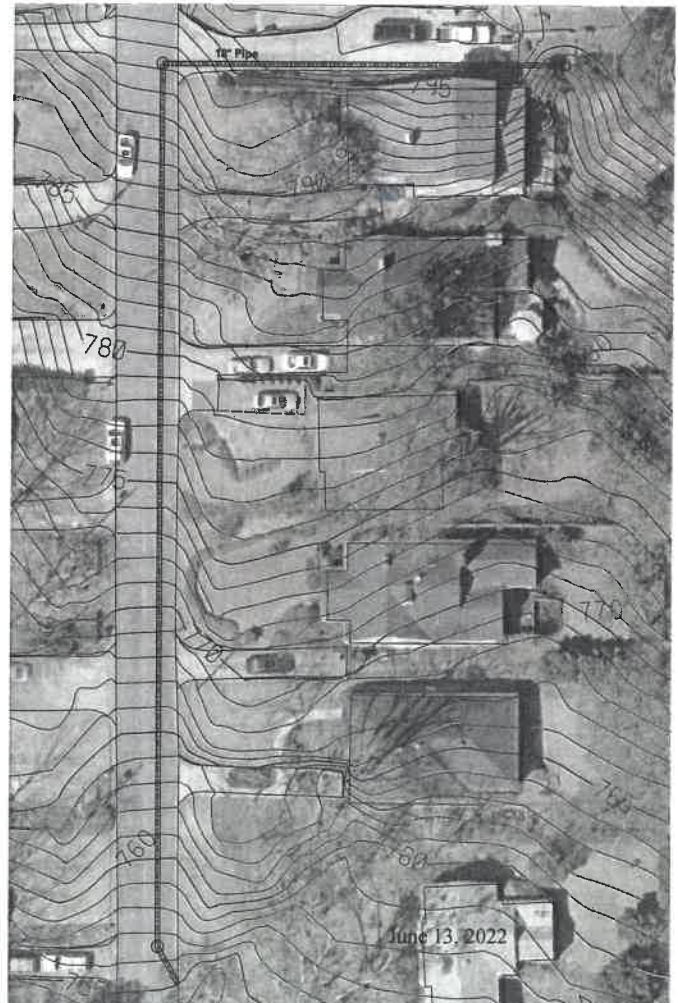
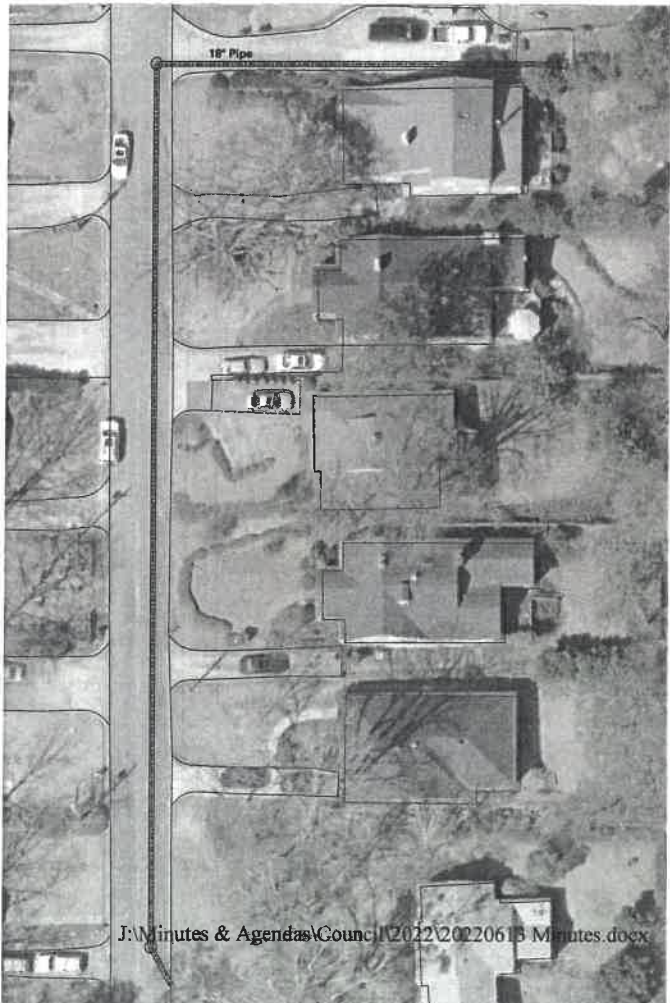
**SCH OEL** Birmingham • Huntsville

Civil Engineering | Surveying | Laser Scanning • Modeling  
 Water Resources | Environmental | Landscape Architecture

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APPENDIX 1



From: Glen Merchant <merchantg@mtnbrook.org> on behalf of Glen Merchant  
 Sent: Monday, June 06, 2022 12:33 PM  
 To: Sam Gaston  
 Cc: kelli kelly; Dana Hazen; Tyler Slaten; Walter Schoel III  
 Subject: Re: Meeting  
 Attachments: Spring St-Cherry St. Elevation Pages.pdf

Please take a look at the attached pages. An elevation page showing the % of elevation change for each lot from our zoning map layer, a copy of a USGS Topographic Shot that is highlighted in green as the lines are very faint, a pre construction overhead shot of the previous private garden lots, and a post construction shot of the two homes covering less than 40% of each lot for reference to comply with residence C zoning when built. The driveway above 142 was added and approved by the City Council as a ROW Encroachment agreement for the strip of driveway off site in the Mountain Avenue unimproved public right of way.

Based upon our permit record the homes were completed in 2019. In fall of 2020 after months of study and committee research Mrs. Hazen, Mr. School, Mrs. Smith, Mr. Thomas, myself and others devised an updated StormWater Detention Ordinance to add % of slope lots for drainage requirements prior to construction. All lot construction post this ordinance requires an independent pre and post construction drainage volume and velocity of off site drainage study.

Glen Merchant  
 Building Official

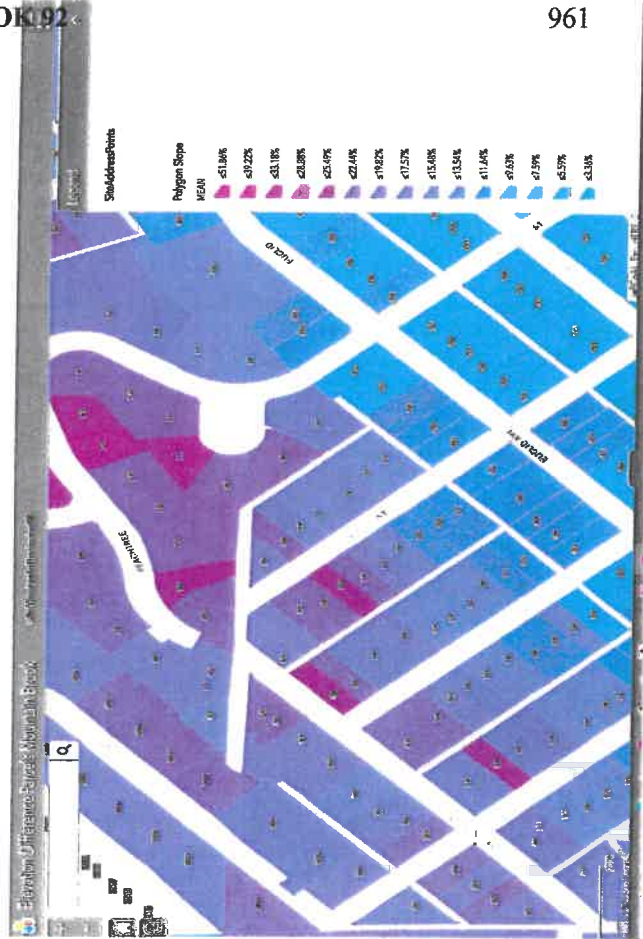
205/802-3812 Office  
 City of Mountain Brook, AL.  
 56 Church Street  
 Mountain Brook, AL 35213

On Mon, Jun 6, 2022 at 9:53 AM Sam Gaston <gastons@mtnbrook.org> wrote:

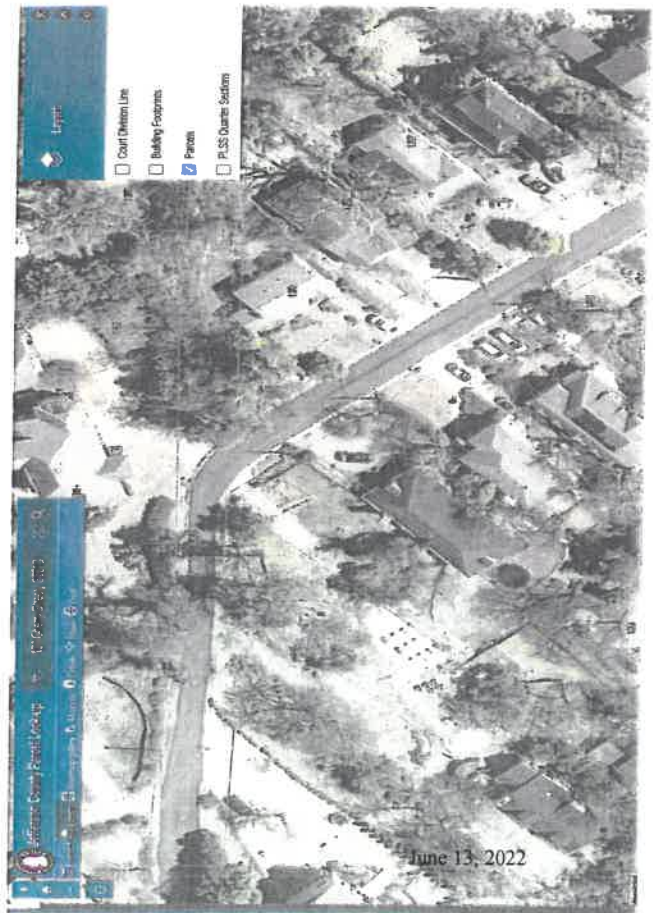
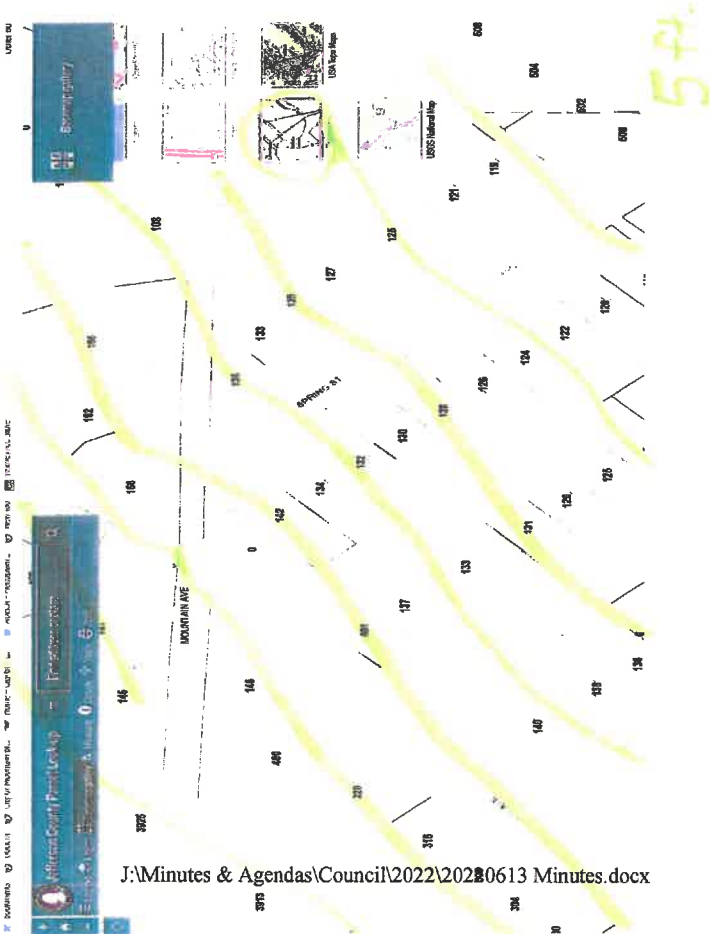
I believe the lots are zoned C. I don't remember any variance being granted for these two new homes at the top of Spring Street, but will ask our Planning staff to verify.

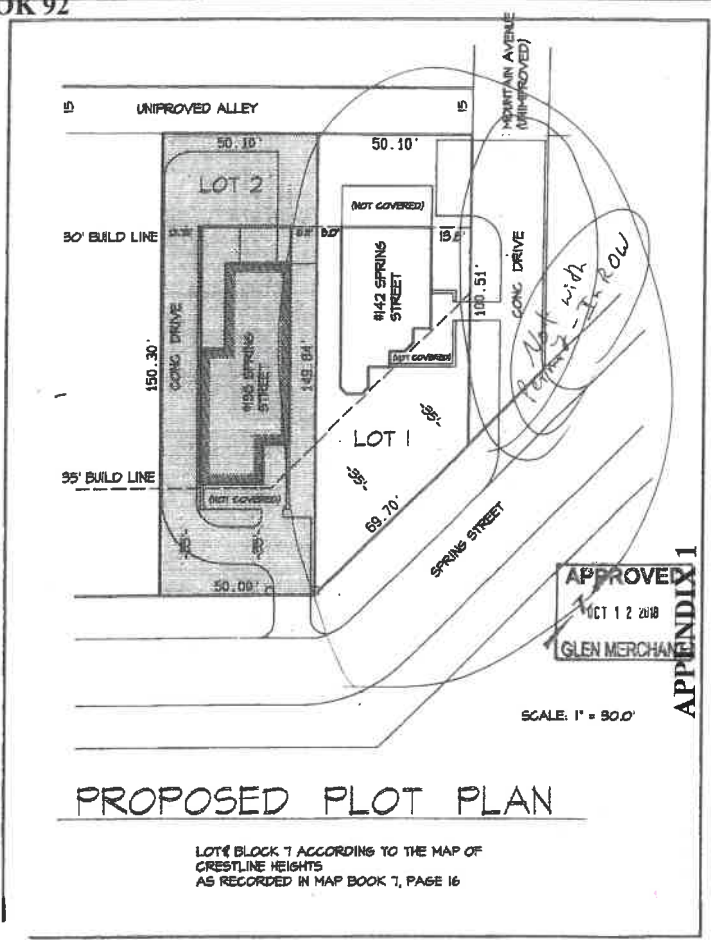
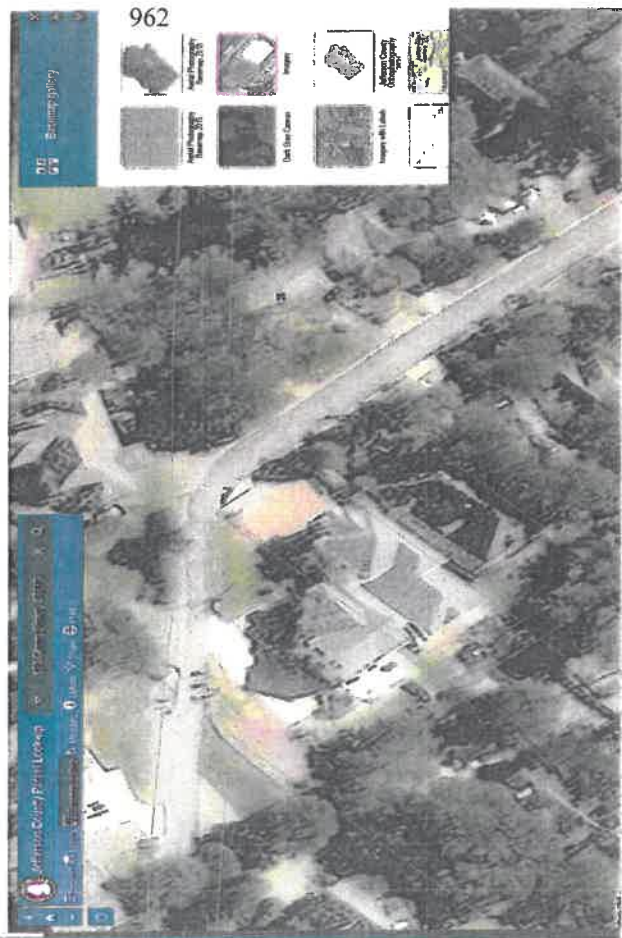
I don't have any topo maps for this area. Let's see if our Planning staff does or Schoel Engineering.

Samuel S. Gaston  
 City Manager  
 City of Mountain Brook, AL  
 50 Church Street



APPENDIX 1

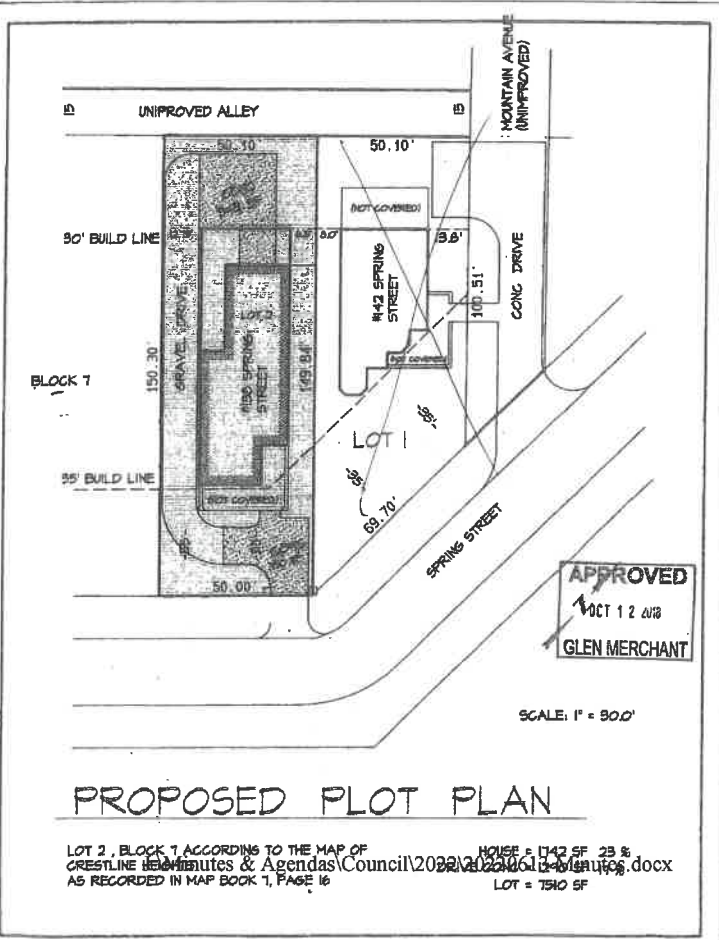




**PROPOSED PLOT PLAN**

LOT 1, BLOCK 7 ACCORDING TO THE MAP OF CRESTLINE HEIGHTS AS RECORDED IN MAP BOOK 7, PAGE 16

138 Spring St



**PROPOSED PLOT PLAN**

LOT 2, BLOCK 7 ACCORDING TO THE MAP OF CRESTLINE HEIGHTS AS RECORDED IN MAP BOOK 7, PAGE 16

**BUILDING PERMIT APPLICATION**

City of Mountain Brook 30 Church Street, Mountain Brook AL 35213  
 (Permit Fee: Residential-\$10.00 per \$1000 Commercial-\$11.00 per \$1000 plus a \$50.00 issuance fee)  
 MINIMUM FEE OF \$100.00

Address: 142 Spring Street  
 Legal Description: Lot 1 Block 7 Sub 1

**IDENTIFICATION**

Name of Owner: Paul & Ashley Uber Name of Contractor: Whole House  
 Address: 142 Spring Street Address: \_\_\_\_\_  
 City: Mountain Brook City: \_\_\_\_\_ State: AL State: \_\_\_\_\_  
 Phone: 404-245-0685 Phone: \_\_\_\_\_  
 Min Brook Lic # \_\_\_\_\_ State Lic # \_\_\_\_\_

Plans Drawn By:  Architect  Engineer  Designer  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_ State Registration # \_\_\_\_\_

Is Architect or Engineering supervision included?  Yes  No  
 If yes, by whom? \_\_\_\_\_  
 Phone: \_\_\_\_\_ State Registration # \_\_\_\_\_

Type Construction

<input checked="" type="checkbox"/> New Construction	<input type="checkbox"/> Fireproof	<input type="checkbox"/> NONRESIDENTIAL	<input type="checkbox"/> RESIDENTIAL
<input type="checkbox"/> Addition	<input type="checkbox"/> Fire Resistant	<input type="checkbox"/> Amusement, Recreational	<input type="checkbox"/> Single Family
<input type="checkbox"/> Alterations	<input type="checkbox"/> Heavy Timber	<input type="checkbox"/> Church/Religious	<input type="checkbox"/> Duplex
<input type="checkbox"/> Repair	<input type="checkbox"/> Non-Combustible	<input type="checkbox"/> Business	<input type="checkbox"/> Apartment - # of Units _____
<input type="checkbox"/> Other _____	<input type="checkbox"/> Ordinary	<input type="checkbox"/> Service Station/Repair Garage	
	<input type="checkbox"/> Other _____	<input type="checkbox"/> Hospital/Institutional	
		<input type="checkbox"/> Office/Professional	
		<input type="checkbox"/> School/Library/Educational	
		<input type="checkbox"/> Other _____	

**SELECTED CHARACTERISTICS OF BUILDING**

Type of heat:  Gas  Oil  Electric  Coal  Other \_\_\_\_\_  
 Type of sewage disposal:  Sanitary Sewer  Septic \_\_\_\_\_  
 Type of water supply:  Public  Individual (well, etc) \_\_\_\_\_  
 Will there be central air?  Yes  No  
 Will there be an elevator?  Yes  No  
 Will there be off street parking? # of spaces? \_\_\_\_\_

Dimensions  
 Number of stories: \_\_\_\_\_  
 Total sq ft living area: \_\_\_\_\_  
 Total sq ft of non-living area: \_\_\_\_\_

Residential Dwellings Only:  
 Number of Bedrooms: \_\_\_\_\_  
 Number of Bathrooms: \_\_\_\_\_  
 Total Number of Rooms: \_\_\_\_\_

Plot and Zoning Information:  
 Plot area (in sq feet): \_\_\_\_\_  
 Plot width: Front \_\_\_\_\_ Rear \_\_\_\_\_  
 Length of sides 1 \_\_\_\_\_ 2 \_\_\_\_\_

**SUBCONTRACTORS:**  
 Phase list ALL subcontractors to be used on job on the back of this form. List names, address, and phone number of each.

**CERTIFICATION**  
 I hereby certify that I have read this application and that all information contained herein is true and correct, that I agree to comply with all city ordinances and state laws pertaining to building construction, that I am the owner or the authorized agent for the work herein described and that the total amount of valuation is:  
 \$ 4,000.00  
 Name of Company: Whole House  
 Date: 6-25-2020 Signature: \_\_\_\_\_  
 Printed Name: Caryn Whole  
 Approved by: \_\_\_\_\_ For office use only June 13, 2022  
 Job Cost: \$ 4,000.00 Fire Marshal:  
 Permit Fee: 100.00 Date Issued: 6/24/2020 Permit # B-050703



**MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK  
JUNE 13, 2022**

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[As a convenience, members of the public were invited to listen, observe and participate in the public meeting by Internet video conference.]

The City Council of the City of Mountain Brook, Alabama met in person at 7:22 p.m. on the 13<sup>th</sup> day of June, 2022 (others were allowed to listen to the meeting by way of Internet video conference). 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 Chairman, Council President Pro Tempore  
Alice B. Womack  
Gerald A. Garner  
Lloyd C. Shelton  
Stewart Welch III, Mayor

Absent: None

Also present were City Attorney Whit Colvin, City Manager Sam Gaston, and City Clerk Heather Richards.

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

**1. CONSENT AGENDA**

Council President Smith announced that the following matters will be considered at one time on the consent agenda provided no one in attendance objects:

Approval of the minutes of the May 23, 2022, regular meeting of the City Council

<b>2022-076</b>	\$300,000 Deposit to Section 115 (retiree medical insurance) Trust	Exhibit 1, Appendix 1
<b>2022-077</b>	Authorize the Purchase and Sale Agreement with F&B Holdings, LLC	Exhibit 2, Appendix 2
<b>2022-078</b>	Approve the sidewalk café application and hold harmless agreement for Real & Rosemary	Exhibit 3, Appendix 3
<b>2022-079</b>	Accept the professional services proposal submitted by Enviro Management Corp. with respect to the Wastewater Treatment Plant Project	Exhibit 4, Appendix 4
<b>2022-080</b>	Execute an Interlocal Cooperation Agreement with the City of Birmingham for the upcoming World Games	Exhibit 5, Appendix 5
<b>2022-081</b>	Declare certain property surplus and authorizing it sale at public Internet auction	Exhibit 6, Appendix 6

2022-082	Retirement Window for employees	Exhibit 7, Appendix 7
2022-083	Authorize the agreement for consulting services with Schoel Engineering Company Inc. for consulting services associated with the drainage improvements at Mountain Brook Junior High.	Exhibit 8, Appendix 8
2022-084	Support the TAP application for the installation of sidewalk along Montclair Road.	Exhibit 9, Appendix 9
2022-085	Award the bid for the Ford Police Interceptor Utility Vehicles to Stivers Ford Lincoln	Exhibit 10, Appendix 10
2022-086	Authorize the creation of a First Horizon bank account to hold funds paid to the City by the Circuit Court in connection with an ongoing theft of property case.	Exhibit 11, Appendix 11

Thereupon, the foregoing minutes and resolutions (Nos. 2022-076 through 2022-086), were introduced by Council President Smith and a motion for their immediate adoption made by Council Member Shelton. The minutes and resolutions were then considered by the City Council. Council Member Womack seconded the motion to adopt the foregoing minutes and resolutions. Then, upon the question being put and the roll called, the vote was recorded as follows:

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

Nays: None

Abstained: None

Council President Smith thereupon declared that said minutes and resolutions (Nos. 2022-076 through 2022-086) were adopted by a vote of 5—0 and as evidence thereof she signed the same.

**2. CONSIDERATION OF AN ORDINANCE (NO. 2123) AUTHORIZING THE SALE OF CERTAIN SURPLUS PROPERTY (EXHIBIT 12)**

Council President Smith introduced the ordinance in writing. It was then moved by council President Pro Tempore Pritchard 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 be given and that the reading of the ordinance at length be waived. The motion was seconded by Council Member Garner and was unanimously carried, as follows:

Ayes: Virginia C. Smith  
William S. (“Billy”) Pritchard III  
Alice B. Womack  
Gerald A. Garner  
Lloyd C. Shelton

Nays: None

Council President Smith declared the motion carried by a vote of 5-0.

After said ordinance had been considered in full by the Council, Council President Pro Tempore then 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. ("Billy") Pritchard III  
Alice B. Womack  
Gerald A. Garner  
Lloyd C. Shelton

Nays: None

Council President Smith declared that the ordinance (No. 2123) is hereby adopted by a vote of 5-0 and, as evidence thereof, she signed the same.

### 3. ANNOUNCEMENT

Council President Smith announced the next regular meeting of the City Council is June 27, 2022, 7:00p.m.

### 4. EXECUTIVE SESSION AND ADJOURNMENT

There being no further topics for discussion, Council Member Garner made a motion that the City Council convene in executive session to discuss a real estate matter. 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:

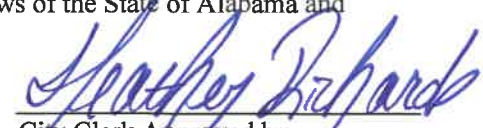
Ayes: Virginia C. Smith, Council President  
William S. Pritchard III, Council President Pro Tempore  
Gerald A. Garner  
Alice B. Womack  
Lloyd C. Shelton

Nays: None

President Smith then adjourned the meeting at approximately 7:24 p.m.

### 5. CERTIFICATION

I, Heather Richards, 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 held at City Hall, Council Chamber (Room A-108) on June 13, 2022, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that a quorum was present.

  
City Clerk Approved by  
City Council June 27, 2022

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**EXHIBIT 1**  
**RESOLUTION NO. 2022-076**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the payment from the General Fund of \$300,000 into the City of Mountain Brook Section 115 (retiree medical insurance) Trust for investment in accordance with the City's investment policy (Resolution No. 2020-053).

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**APPENDIX 1**

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**EXHIBIT 2**

**RESOLUTION NO. 2022-077**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes either the Mayor or City Manager to execute the Purchase and Sale Agreement, in the form as attached hereto as Exhibit A, between the City and F&B Holdings, LLC.

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**APPENDIX 2**

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**EXHIBIT 3**

**RESOLUTION NO. 2022-078**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the application of Real & Rosemary, for a permit to operate a sidewalk cafe' is hereby approved, and the related indemnification and hold harmless agreement, in the form as attached hereto as Exhibit A, is hereby accepted subject to such minor revisions as may determine appropriate by the City Attorney.

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**APPENDIX 3**

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**EXHIBIT 4**

**RESOLUTION NO. 2022-079**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby accepts the professional services proposal submitted by Enviro Management Corp., in the form as attached hereto as Exhibit A, with respect to the Wastewater Treatment Plant Project-Plans, Specifications & Project Oversight/Construction Administration Services.

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**APPENDIX 4**

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**EXHIBIT 5**

**RESOLUTION NO. 2022-080**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes either the Mayor or City Manager to execute the an Interlocal Cooperation Agreement, in the form as attached hereto as Exhibit A, between the City and the City of Birmingham for the purpose of sharing municipal equipment and services for the upcoming World Games during July 7<sup>th</sup>-July 17<sup>th</sup> 2022.

**APPENDIX 5****EXHIBIT 6****RESOLUTION NO. 2022-081**

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

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

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

Section 1. It is hereby established and declared that the following equipment, as described in the form as attached hereto as Exhibit A, owned by the City of Mountain Brook, Alabama is no longer needed for public or municipal purposes and is hereby declared surplus property; and

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

**APPENDIX 6****EXHIBIT 7****RESOLUTION NO. 2022-082**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook (“City”), Alabama, that the City Manager is hereby authorized to offer to eligible City employees continuing health insurance benefits under the following conditions:

1. Eligibility - All currently engaged employees of the City including the Library, and Parks & Recreation departments who:
  - (a) have at least twenty (20) years of employment service with the City and are eligible to draw disability or normal retirement benefits from the Employees’ Retirement Systems of Alabama (RSA), or
  - (b) have at least 10 years of employment service with the City, are at least age 60, and are eligible to draw disability of normal retirement benefits from the RSA, and
  - (c) retire from service during the period of August 31, 2022 through April 30, 2023, provided that the eligible employee gives written notice at least 30 days prior to their retirement date, and [with respect to (a) or (b) and (c) above]

(d) are eligible for continuing coverage through the Local Government Health Insurance Plan

2. Insurance Coverage - Each eligible employee electing to retire must meet all eligibility requirements established by LGHIP for such coverage during retirement. Coverage under the City's group medical insurance plan will continue for the lesser period of:

(a) thirteen (13) years from the retirement date (In the event the retiree has not attained the age of 65 or otherwise eligible for Medicare after 13 years measured from their retirement date, the retiree may continue coverage under the City's group medical plan until attaining Medicare eligibility, however, the retiree will be responsible for 100% of the retiree premium.)

(b) until the Retiree becomes eligible for Medicare benefits (whether by age or disability),

(c) the date that the City no longer offers medical insurance to retirees, or

(d) until the retiree is determined to be no longer eligible for coverage under the

City's group medical insurance plan.

The terms of coverage (benefits, cost for coverage, etc.) will be subject to change as the insurance plan changes for active employees under the health plan. Retirees are subject to health appraisals, lifetime aggregate health payment caps/limitations, and all other provisions currently required of all active employees and health plan participants and any that may be imposed in the future for active employees.

3. Premium Cost - The amount of a Retiree's premium to be paid by the City of Mountain Brook for individual or family coverage (Resolution No. 2021-197 dated December 13, 2021) is subject to change at the discretion of the City Council. The retiree's share of the premium is to be paid to the City in advance on or before the first day of each month. By retiring under the provisions of this resolution, the retiree understands that coverage under the City's group medical insurance plan is a privilege contingent upon timely payment to the City of the required premium. The City reserves the right to irrevocably cancel any retiree's medical insurance contract should payment not be received by the City as prescribed above.

4. Employees electing to retire under the provisions of this resolution (or Resolution No. 02-072) must execute the "City of Mountain Brook Medical Insurance Memorandum of Understanding and Participant Acknowledgement" attached hereto as Exhibit A.

#### APPENDIX 7

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#### EXHIBIT 8

#### RESOLUTION NO. 2022-083

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorize the agreement for consulting services between the City and Schoel Engineering Company, Inc. for consulting services associated with the drainage improvements at Mountain Brook Junior High subject to legal council's approval.

#### APPENDIX 8

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#### EXHIBIT 9

#### RESOLUTION NO. 2022-084

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby supports the TAP application for the installation of sidewalk along Montclair Road, as authorized in Resolution 2022-052. The total estimated project cost is \$1,140,000.00 with 80% to be paid by the Federal government and 20% to be paid by the City up to \$1,000,000.00 and;

**BE IT FURTHER RESOLVED** the City hereby commits to funding the match mentioned above and any non-federal costs incurred.

**APPENDIX 9**

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**EXHIBIT 10**

**RESOLUTION NO. 2022-085**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby awards the bid for the Ford Police Interceptor Utility Vehicles to Stivers Ford Lincoln in the amount of \$615,020, having been determined by the City to have submitted the only bid in conformance with the expressed specifications.

**APPENDIX 10**

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**EXHIBIT 11**

**RESOLUTION NO. 2022-086**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the creation of a First Horizon bank account to hold funds paid to the City by the Circuit Court in connection with an ongoing theft of property case (2022-00004927).

**APPENDIX 11**

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**EXHIBIT 12**

**ORDINANCE NO. 2123**

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

**WHEREAS**, Section 11-47-20 of the Alabama Code of 1975 authorizes the municipal governing body to dispose of unneeded real property.

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

Section 1. It is hereby established and declared that the following item of property owned by the City of Mountain Brook, Alabama are no longer needed for public or municipal purposes:

- 116 Hillsdale Drive Mountain Brook, Alabama (21-00-43-1-011-034.000 Book 41, Page 73)  
Map reference: 28-04-3/28-04-3

Section 2. That the City Council hereby authorizes that the property listed above be sold.

Section 3. Authorize the City Manager to issue a purchase order or other documents necessary to do minor repairs, painting, and temporary furnishing to facilitate the sale of above listed property.

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To: Sam Gaston, City Manager  
From: Steven Boone  
Date: June 10, 2022  
Subject: Retiree Medical (Sec. 115 OPEB) Trust Deposit

In 2008, the City established the City of Mountain Brook Sec. 115 Trust for the purpose of accumulating funds to be used for retiree medical benefits. GASB standards require that OPEB plans be accounted for in a similar manner as defined benefit pension plans whereby the total OPEB obligation (or net obligation when a Sec. 115 trust exists) is reported on the entity's annual statement of net position.

As of September 30, 2021, the City's actuarial valuation reported the following trust net position:

Total OPEB liability	\$6,511,319
Plan Fiduciary Net Position (Trust assets)	<u>4,336,720</u>
Net OPEB Liability	<u>\$1,274,599</u>
Funded status	70%

On behalf of the Trust, the City pays the total cost of the retiree medical premium and collects the retirees' share monthly. In addition, the City deposits funds into the trust account for future retiree medical costs. Below is a history of the City's OPEB trust deposits:

2009	\$ 180,000
2010-2011	200,000
2012	300,000
2013	320,000
2014-2019	300,000
2020	200,000
2021	<u>300,000</u>
Cumulative trust deposits through 2020	<u>\$3,500,000</u>

In 2020, the City revised the OPEB investment policy authorizing up to 65% of the portfolio be invested in equity securities. The expressed return objective, net of investment advisory fees, is 5.5% (which approximates the medical trend used by the actuaries to determine the total OPEB liability). The new investment policy was implemented in mid-June 2020. For the 23-months ended May 2022, the OPEB trust assets average annual rate of return, net of investment advisory fees, was 10.5%.

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into by and between F&B HOLDINGS, LLC, an Alabama limited liability company (the "Seller"), and THE CITY OF MOUNTAIN BROOK, ALABAMA, an Alabama municipal corporation (the "Purchaser"). The "Effective Date" of this Agreement shall be the latest date on which either the Seller or Purchaser execute this Agreement.

WITNESSETH:

For and in consideration of the representations, covenants, and agreements herein contained, the parties hereto agree as follows:

1. PURCHASE AND SALE. Seller hereby agrees to sell, transfer, convey, assign and deliver to Purchaser, and Purchaser hereby agrees to purchase from Seller, on the "Closing Date" (as defined below), that certain tract or parcel of land located at 3100 Overton Road, Mountain Brook, Alabama 35223 (more particularly described on Exhibit A attached hereto), at the "Purchase Price" (as defined below) and upon the terms and conditions hereinafter set forth. The real estate and improvements being sold by Seller and purchased by Purchaser are collectively referred to herein as the "Property," and shall include all title, rights, privileges, easements, and appurtenances belonging or appertaining thereto.

2. PURCHASE PRICE AND EARNEST MONEY. The purchase price of the Property shall be Two Million, Five Hundred Thousand and No/100 Dollars (\$2,500,000.00) (the "Purchase Price") to be paid as follows to Seller by wire transfer at Closing, subject to adjustments as provided for herein.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER. Seller hereby represents, warrants and covenants the following, all of which such representations, warranties and

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the Property. From and after the Effective Date, Seller shall not commence on its behalf, or on behalf of a third party, any action, suit or proceeding which relates to the Property without the prior written consent of the Purchaser.

(e) Within five (5) days of the Effective Date (unless specifically noted otherwise on Schedule 1), Seller agrees to furnish to Purchaser copies of the documents listed at Schedule 1 (the "Seller Deliverables") to the extent such documents are in Seller's possession or control. Seller's written certification that all Seller Deliverables have been delivered shall satisfy the requirements of this Section.

(f) Between the Effective Date and the Closing Date, Seller shall operate the Property in the ordinary course of business and shall maintain and repair the Property in accordance with its standard practices so that, on the Closing Date, the Property will be in substantially the same condition as it now exists, normal wear and tear and loss by casualty excepted but there is no obligation to replace major systems nor make major repairs to items that need repair.

(d) Seller warrants that there are no Leases on the Property except for a Lease/License to Knesseth Israel Synagogue ("KI") which will be terminated prior to the Closing Date ("KI Lease") and, as such as of the Closing, there are or will be no tenant agreements, leases, lease amendments or other agreements that would prohibit Purchaser from fully occupying and having full possession and use of the Property upon its conveyance to Purchaser.

(b) Seller is a duly organized and validly existing limited liability company under the laws of the State of Alabama with full power and authority to enter into the transaction set forth herein. At Closing, Seller shall supply to Purchaser a true and correct copy of all of its organizational documents as shall be necessary for Purchaser's counsel and/or the title insurance company to determine that Seller is

covenants shall be true and correct as of the Effective Date and at the time of Closing, are material inducements for Purchaser entering into this Agreement, and shall survive the Closing for a period of six (6) months:

(a) Seller is the owner of the Property and has fee simple, record and marketable title to the Property, free and clear of all encumbrances, except as stated herein.

(b) To Seller's best knowledge: (i) Seller has performed all obligations required to be performed with respect to the Property; (ii) Seller is not in default, nor will entering into this Agreement constitute a default, under any lease, indenture, mortgage, security agreement, contract or other agreement to which Seller is a party and which relates in any way to the Property; (iii) Seller has not violated, nor will entering into this Agreement constitute a violation of, any judgment or judicial order of any nature to which Seller is bound and which relates in any way to the Property; and (iv) no litigation is pending or threatened against the Seller or the Property.

(b) No contract of any kind, including, without limitation, real estate leasing and brokerage contracts, and contracts for servicing, operating or managing the Property, are, or will be within thirty (30) days of Closing, effective and binding upon the Property or Purchaser, except for agreements that may be terminated upon not more than thirty (30) days prior written notice without penalty.

(c) Except as may be disclosed via a "Title Commitment" (as defined below), Seller has neither written notice nor knowledge of: (i) any improvement liens or other liens, special assessments, taxes, dues or similar financial obligations affecting or attached to the Property; or (ii) any actions, suits or proceedings, governmental or otherwise, including, without limitation, condemnation or eminent domain proceedings, pending or threatened against, or affecting in any manner, the Property, and there are no such actions, suits or proceedings pending, contemplated or threatened by Seller in connection with

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properly organized and that Seller's constituent officers, partners, and/or members are authorized to execute the documents contemplated herein.

(i) Seller is not a "foreign person" such that Purchaser would be subject to the withholding tax provisions of Section 1445 of the Internal Revenue Code. Prior to Closing, Seller shall execute and deliver to Purchaser an affidavit in the usual and customary form, as required by law, certifying, among other things, that Seller is not a "foreign person" for purposes of Section 1445 of the Internal Revenue Code.

(j) All utilities, including but not limited to, water, electricity, gas (if available) and sewer, shall be connected to the Property and in working order at or before the Closing with all connection fees paid.

4. TITLE INSURANCE.

(a) Within five (5) business days following the Effective Date, Seller, at Seller's expense, shall obtain a title commitment (the "Title Commitment") for the issuance of an owner's title policy in the amount of the Purchase Price, covering title to the Property and showing fee simple title vested in Seller, subject only to taxes for the current tax year and the permitted exceptions as approved or deemed approved or waived by Purchaser (collectively the "Permitted Exceptions"). Purchaser shall review the Title Commitment and make its written objections to title (the "Title Objection Notice") within five (5) days of Purchaser's receipt of the Title Commitment. Within five (5) days of receipt of Purchaser's Title Objection Notice, Seller shall notify Purchaser as to which objections Seller will elect to attempt to cure prior to Closing. If Seller is unable to cure or elects not to cure any exception to title or satisfy any title requirement, as set forth in the Title Objection Notice, then Purchaser shall elect to either (i) terminate this Agreement upon written notice to Seller and the parties shall have no further rights or obligations

APPENDIX 2

hereunder except those expressly stated to survive termination, or (ii) elect to purchase the Property without offset against the Purchase Price for any such exception(s) and such exception(s) shall become Permitted Exceptions. Purchaser's failure to provide written notice of such election shall be deemed Purchaser's election of (ii) in the preceding sentence.

under this Section during a period commencing on the Effective Date and ending twenty (20) days after the Effective Date (the "Inspection Period").

(b) Any exceptions or requirements appearing on any updated title commitment which were not reflected in the Title Commitment and which are objectionable to Purchaser shall be treated in the same manner as stated in Section 4(a), above; provided that Purchaser shall give Seller written notice of such objection within five (5) days after receipt of the updated title commitment reflecting such new exceptions or requirements.

(b) Purchaser shall take reasonable measures to protect all existing improvements on the Property from damage caused by inspection activities on the Property by Purchaser and its employees, agents and contractors, and shall fully repair any such damage, which such obligation shall survive the termination of this Agreement. Further, Purchaser hereby indemnifies and holds Seller harmless for injuries to persons or damage to the Property, including the cost of defending any action, resulting from the actions of Purchaser or Purchaser's employees, agents, contractors, guests, or invitees on the Property prior to the Closing, which such obligation shall survive the Closing or earlier termination of this Agreement.

5. INSPECTION.

(a) Purchaser's obligations under this Agreement are hereby conditioned upon, at its sole cost and expense (except as otherwise provided herein), satisfactory completion of inspections of the Property, including, but not limited to, title, survey, environmental tests, examination of topography, local building restrictions, utility availability, soil conditions, engineering reports, and such other observations and inspections of the Property as are deemed necessary or appropriate by Purchaser. Seller agrees to provide Purchaser, its contractors, agents and employees reasonable access to the Property until Closing for such purposes and acknowledges that such inspections and examinations may involve soil borings and samplings and similar invasive procedures; provided that any invasive testing shall be subject to Seller's prior written approval, not to be unreasonably withheld. In exercising such right of entry, Purchaser agrees to not interfere with the operation of the Property or the rights of the tenants therein. Purchaser shall provide to Seller written notice of the intention of Purchaser and/or its agents to enter the Property at least two (2) days prior to such intended entry. Purchaser shall conduct the inspections contemplated

(c) During the Inspection Period, for any reason (or for no reason), Purchaser may, by providing written notice to Seller, terminate this Agreement.

6. CONDITIONS OF CONTRACT. This Agreement and the obligations of Purchaser to consummate the transaction contemplated hereby are conditioned and contingent upon the following:

(a) Title. Seller's delivery to Purchaser of good, marketable and insurable title to the Property such that the title company will insure the same at standard rates, subject only to ad valorem taxes for the current year endorsed "not yet due and payable" and the Permitted Exceptions. The standard exceptions within the policy for mechanic's and materialmen's liens and the gap coverage exception shall be deleted.

APPENDIX 2

(b) Representations. The truth and accuracy as of the date of Closing of each and every representation and warranty, and the performance of each Seller covenant, contained in this Agreement in all material respects.

(c) Closing Documents. The delivery to Purchaser of the Closing Documents listed in Section 8(c).

(d) No Default. Seller has complied with and otherwise performed each of the covenants and obligations of Seller set forth in this Agreement.

(e) KI Lease/License. Seller has provided Purchaser a termination of the KI Lease and termination of all KI's possessory rights to the Property. This is a condition to Seller's obligation to close also.

If any of the above conditions are not met on or before the Closing Date, Purchaser shall be entitled to elect, as its sole and exclusive remedy, to either waive the same or terminate and rescind this Agreement by giving written notice to Seller of its intention to rescind, whereupon this Agreement shall be null and void and of no further force and effect, except for the obligations expressly stated to survive termination.

7. SURVEY. If Purchaser requires an updated survey of the Property, the same shall be prepared at Purchaser's expense. Purchaser shall provide a copy of the survey for review by Seller. If Purchaser shall disapprove of any survey matter, Purchaser shall give written notice of such objection within the Inspection Period and the objection shall be treated like a title objection in accordance with Section 4. Any matter of survey not timely objected to by Purchaser, or waived or deemed waived by Purchaser, shall be a Permitted Exception.

8. CLOSING.

(a) The consummation of the sales transaction described in this Agreement is referred to herein as the "Closing."

(b) The "Closing Date" shall occur on or before thirty (30) days after the date on which the Inspection Period expires, and shall be held at a mutually acceptable time and place, subject to closing conditions.

(c) At the Closing, Seller shall deliver to the Purchaser the following:

(i) A Statutory Warranty Deed fully executed and acknowledged by Seller conveying the Property to Purchaser subject to the Permitted Exceptions.

(ii) An affidavit certifying that, as of the date of Closing, no improvements or repairs have been made in, on or to the Property, nor has any similar work been performed, which has not been fully paid for, nor have any materials been furnished or delivered to the Property which have not been fully paid for, and that no contract has been made or entered into or anything done, suffered, or permitted in relation to the Property the consequences of which will cause or allow any lien or claim of lien to be made against the Property.

(iii) An affidavit that there are no judgments, liens or other claims against the Property, nor any claims or disputes concerning boundary lines subject to any matters disclosed or that would be disclosed in a Survey of the property access or other similar matters which would in any manner create an encumbrance upon or affecting the Property.

(e) Ad valorem real estate and property taxes, and any applicable assessments against the Property, as well as utilities, shall be prorated at Closing as of the Closing Date based on the latest information available. Seller and Purchaser shall use their best efforts prior to the Closing Date to prepare a schedule of prorations covering as many items to be prorated as practicable so such prorations can be made at the Closing. Such prorations shall be adjusted, if necessary, and completed after the Closing as soon as final information becomes available. The parties agree that the proration shall be calculated with the understanding that municipal taxes are paid in advance and county taxes in arrears. The terms of this Section 8(e) shall survive the Closing for twelve (12) months.

(v) Two (2) signature counterparts to a settlement statement.

(vi) A duly executed "non-foreign person" affidavit as required by the Internal Revenue Service with respect to the sale of real property.

(vii) Intentionally deleted.

(viii) Such other documents as reasonably required by the Title Company or the Purchaser.

(ix) Full satisfaction and releases of all liens, mortgages or loans secured by the Property.

(d) At the Closing, the Purchaser shall deliver to Seller the following:

(i) The funds required to be delivered by Seller at Closing, by wire transfer,

(ii) The Title Company's standard broker's lien affidavit.

(iii) Two (2) signature counterparts to a settlement statement.

(iv) Such other documents as reasonably required by the Title Company or the Seller.

9. **CLOSING COSTS.** Seller shall pay: (i) the costs of releasing or bonding over all mortgages, liens, judgments and other encumbrances that are to be released and of recording such releases; (ii) the cost of all title insurance for the Purchaser in the amount of the Purchase Price; and (iii) Seller's attorney's fees. Purchaser shall pay: (a) the cost of Purchaser's due diligence; and (b) Purchaser's attorney's fees. All transfer and conveyance taxes and recordation fees related to the conveyance of the Property will be paid by Purchaser. At Closing, the normal and customary items for a transaction of this nature will be prorated between Seller and Purchaser, including but not limited to real estate taxes, or operating expenses.

10. **DEFAULT.**

(a) In the event all conditions to Purchaser's obligation to close have been satisfied, and Purchaser fails to close the transaction, Seller may terminate this Agreement.

(b) In the event all conditions to Seller's obligation to close have been satisfied, and Seller fails to close the transaction, or if any warranty or representation of the Seller contained herein is false or misleading in any material respect, Purchaser shall elect, at its sole discretion and as Purchaser's sole and

exclusive remedy, to either (i) enforce this Agreement and the sale and purchase provided for herein through an action for specific performance, or (ii) terminate this Agreement.

(c) In the event of a dispute arising out of this Agreement, the parties expressly waive the right to claim consequential, special or punitive damages, including, without limitation, lost profits.

11. **BROKERAGE FEE.** The parties represent to each other that no real estate commission or brokerage fee shall be paid for or as a result of the sale of the Property, and each party shall indemnify and hold the other harmless from any and all claims, liabilities, suits, damages, causes of action, judgments, verdicts, expenses or costs arising from any claim by any broker, agent, salesman or representative for any fees or commissions claimed that arise from or relate to the transaction contemplated herein.

12. **RISK OF LOSS.** The risk of loss or damage to the Property and any improvements thereon shall remain with the Seller until the Closing. In the event that the improvements on the Property are destroyed or materially damaged between the Effective Date and the date title is conveyed to Purchaser, Purchaser shall have the option of being released from all obligations hereunder or, alternatively, taking such improvements as Seller can deliver with an assignment of the insurance proceeds and a credit for the amount of the deductible under such insurance policy.

13. **NOTICES.** All notices and other communications provided for herein shall be validly given, made or served if in writing and (a) delivered personally; or (b) sent by United States certified mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight courier service; or (d) sent by electronic mail (provided that if notice is sent by electronic mail, then such notice must also promptly thereafter be delivered in accordance with another permissible method of delivery), addressed

(i) to Purchaser at the City of Mountain Brook, Mountain Brook City Hall, 56 Church Street, Mountain Brook, Alabama 35213, attn: Its City Manager; and

(ii) to Seller at F&B Holdings, LLC, 3417 Oak Canyon Drive, Birmingham, Alabama 35243 attn: Brenda Friedman; or

to such other address as shall be furnished in writing by any party to the other parties. Notice shall be effective when received.

14. **MISCELLANEOUS PROVISIONS.**

(a) **Assignment.** Upon provision of written notice to the other party, the parties shall have the right to assign this Agreement to a subsidiary, affiliate or other entity managed or controlled by, or associated with, the assigning party. Purchaser and/or Seller shall have the right to designate an exchange property, or take other such action necessary to affect a 1031 Tax-Deferred Exchange. Either or both parties shall cooperate with the other in affecting a 1031 Tax-Deferred Exchange provided that neither party shall incur any additional liabilities or losses as a consequence of cooperating with the other party's exchange and either or both parties shall hold the other harmless from any liabilities, claims, losses or actions resulting from the other party's exchange.

(b) **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Alabama.

(c) **Binding Effect.** All the terms of this Agreement shall be binding upon and inure to the benefit of, and be enforceable by, the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

(d) Exhibits. The Exhibits attached to this Agreement are incorporated herein and made a part hereof as though fully set out herein.

(e) Construction. The section and subsection captions and headings herein are for convenience only and shall not affect the construction of any of the terms and provisions of this Agreement.

(f) Entire Agreement. This Agreement sets forth the entire agreement of the parties and it shall not be changed except by written instrument signed by Seller and Purchaser.

(g) Personal Property. Purchaser recognizes that KI has the right to remove all of its personal property and the stained glass window in the synagogue prior to the Closing. Should KI remove the stained-glass window, KI will board up the location of said window.

[Signatures to appear on the following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**SELLER:**

**F&B HOLDINGS, LLC**  
An Alabama limited liability company

By: *Brenda S. Friedman*  
Name: Brenda Friedman  
Its: Manager

APPENDIX 2

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**SELLER:**

**F&B HOLDINGS, LLC**  
An Alabama limited liability company

By: \_\_\_\_\_  
Name:  
Its:

**PURCHASER:**

**THE CITY OF MOUNTAIN BROOK,**  
**ALABAMA**  
an Alabama municipal corporation

By: *[Signature]*  
Name:  
Its:

LEGAL DESCRIPTION OF PROPERTY

Seller Deliverables (if available)

Lot 1 of the Kneseth Israel Congregation addition to Mountain Brook as recorded in Map Book 220, Page 41 in the Office of the Judge of Probate of Jefferson County, Alabama.

- 1. Building and Civil Plans
- 2. Existing ALTA Survey
- 3. Existing Title Policy
- 4. Recent Phase I Report
- 5. Certificate of Occupancy
- 6. Vendor & Service Contracts (as applicable)

SUBJECT TO: All easements, restrictions, reservations, rights-of way, covenants, encumbrances and other matters of public record.

APPENDIX 2

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Tyler Slaten  
56 Church Street  
Mountain Brook, Alabama 35213  
Telephone: 205/802-3811  
Fax: 205.879.6913  
slaten@mtnbrook.org  
www.mtnbrook.org



DATE: June 7, 2022  
TO: Mayor, City Council & City Manager  
FROM: Tyler Slaten, Planner  
RE: Sidewalk Café for Real & Rosemary

On May 18, 2022, the Village Design Review Committee voted to approve the sidewalk café application for Real & Rosemary located at 75 Church Street. The application now requires City Council approval in order to receive a sidewalk café permit.

SIDEWALK CAFE PERMIT APPLICATION

CITY OF MOUNTAIN BROOK, ALABAMA

Date of Application 3/10/22

Establishment/Business Information

Restaurant Owner's Name: Jennifer + Nate Carlson  
Restaurant/Business Name: Real + Rosemary Crestline LLC  
Address of premises for proposed sidewalk cafe:  
75 Church Street + Mtn. Brook, AL 35213  
Restaurant Business Address (if different from above): \_\_\_\_\_

Restaurant Owner's Phone: 205.789.7670  
Restaurant Owner's Email: jennifer@realandrosmary.com  
City of Mountain Brook Business License #: 21220390A  
Date Issued: 2/9/22

Property Owner Information (if different from above)

Property Owner's Name: JH Berry + Gilbert Co.  
Property Owner's Business Address:  
3125 Independence Drive Suite 125 35209  
Property Owner's Phone: 205 226 8894  
Property Owner's Email: chambers@jhberry.com

APPENDIX 3

Required Attachments

1. Dimensioned drawing of proposed location of sidewalk cafe operation in relation to the subject premises (and any adjoining business where evening sidewalk cafe is to be provided); indicating maximum number and location of tables, chairs and accessories. (See attached sample diagram: does not have to be done by a professional, but should be legible and clearly indicate sidewalk width and a minimum of 5 feet between proposed furnishings and the curb, as well as indicating that no furnishings are proposed in front of any exit doors (neither that of the subject food establishment nor any adjoining establishment).
2. Hold Harmless Agreement, signed and dated by both the owner of the restaurant and the owner of the property.
3. Written description of proposed operations of outdoor services, sanitation, monitoring and responsibilities.
4. Photographs of premises/sidewalk under consideration.

Submission of Application and Attachments

Submissions should be electronic, and may be emailed to: Dana Hazen at [dhazen@mtnbrook.org](mailto:dhazen@mtnbrook.org)

Copy Tammy Reid at [tammyreid@mtnbrook.org](mailto:tammyreid@mtnbrook.org) on email submissions.

Fee: none

Revocation of Permits

All permits issued for sidewalk cafes shall be subject to revocation in whole or in part by the City Clerk:

- a) Whenever he shall consider it necessary or advisable that the sidewalk area covered by the permits, or any portion thereof, be vacated in order that the same may be used for a public purpose, or because of the need for construction or maintenance on or below such sidewalk.
- b) Whenever he finds a permittee has failed or neglected to comply with any of the specific conditions permitted, including number of tables and chairs and accessories and their location, or any of the conditions outlined in the operations plan of services, sanitation, monitoring schedule and responsibilities.
- c) Whenever he finds there to be a danger to the public health, safety, or welfare as a result of continuation of the permitted activity.

ORDINANCE NO. 2067

TEMPORARY MODIFICATION OF SIDEWALK RESTAURANT 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 these restrictions required them to cease on-premises dining; and

WHEREAS, the State of Alabama has now passed new guidelines which will permit restaurants to resume 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 cafes permitted pursuant to these temporary modifications and expansion of existing sidewalk cafes shall also be subject to the following in lieu

- c) New sidewalk cafes 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 modification 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 café.
- 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.

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of an ordinance adopted by the City Council of the City of Mountain Brook, Alabama, as its meeting held on May 11<sup>th</sup>, 2020, as same appears in the minutes of record of said meeting, and published by posting copies thereof on May 12<sup>th</sup>, 2020, at the following public places, which copies remained posted for five (5) days as required by law.

City Hall, 56 Church Street  
 Gilchrist Pharmacy, 2850 Cahaba Road

Overton Park, 3020 Overton Road  
 Cahaba River Walk, 3503 Overton Road

*Steven Boone*  
 City Clerk

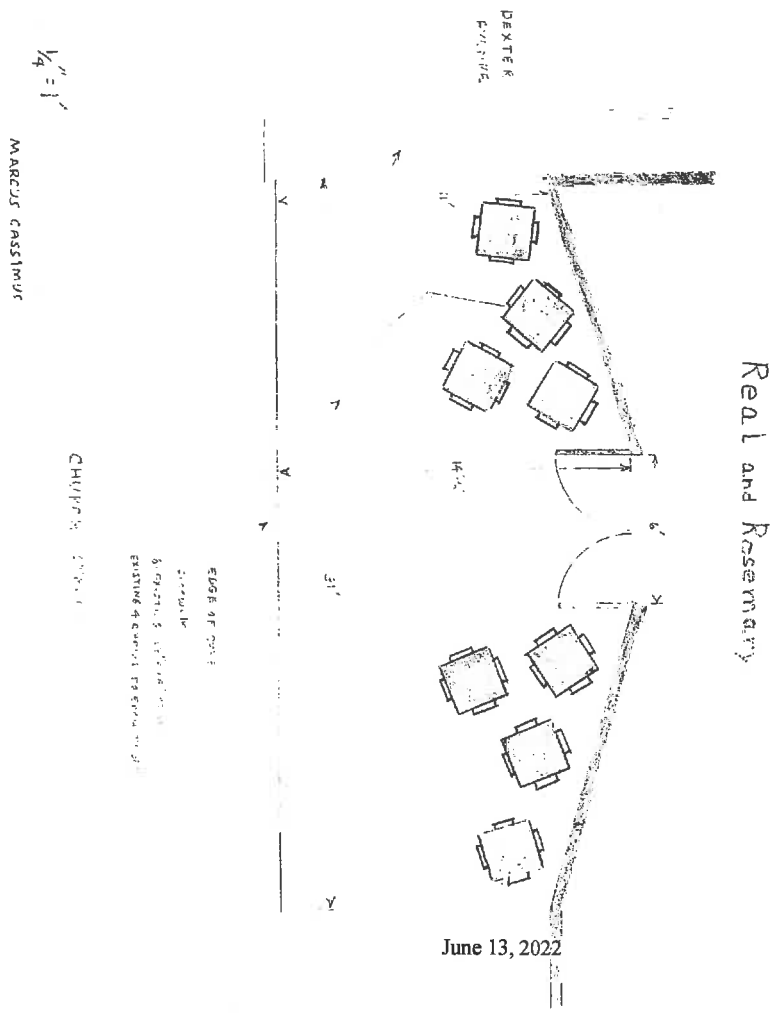
APPENDIX 3

ADOPTED: This 11th day of May, 2020.

*Angela C. Smith*  
 Council President

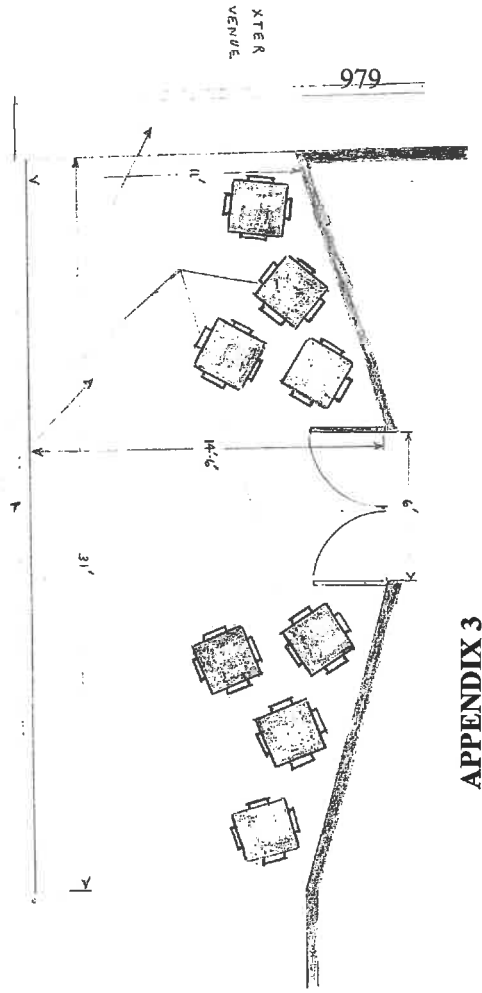
APPROVED: This 11th day of May, 2020.

*[Signature]*  
 Mayor





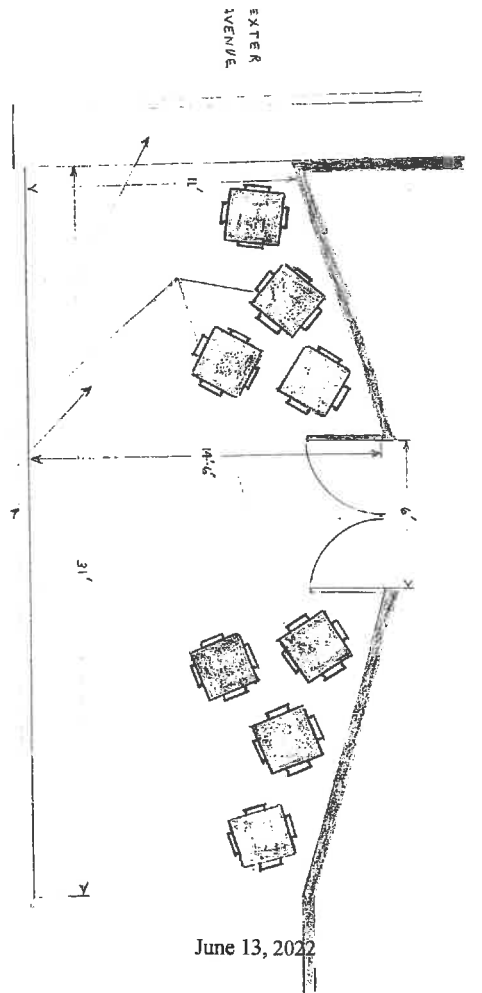
Real and Rosemary  
APPENDIX 3



EDGE OF CURB  
 sidewalk  
 8'-EXISTING 24'x20' TRAIL  
 EXISTING 4' CURB TO EAST TRAIL

CHURCH STREET

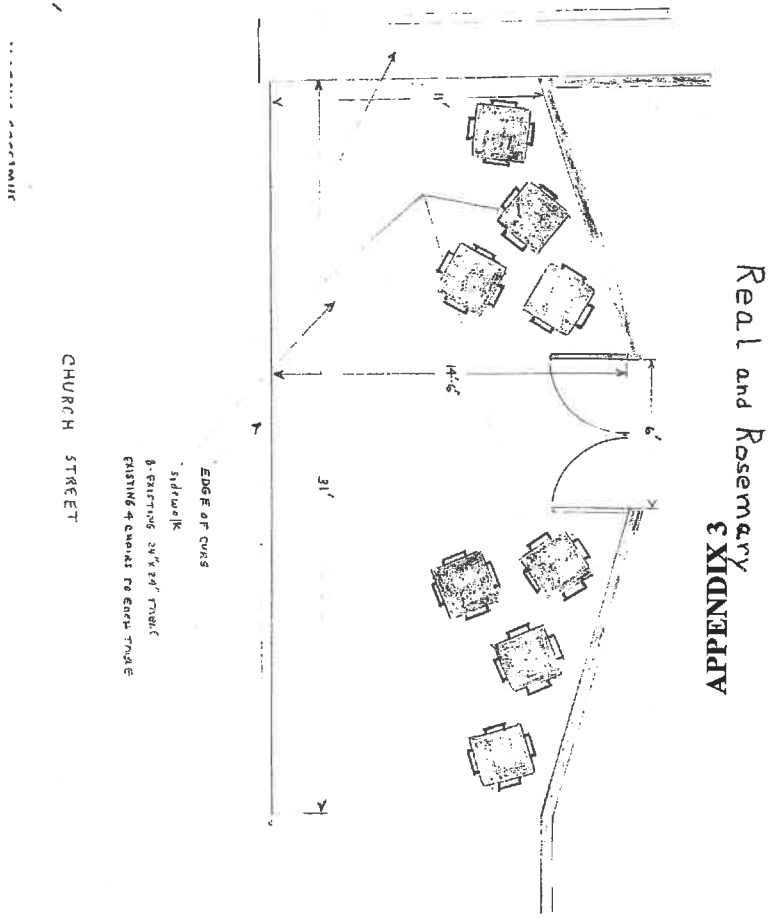
Real and Rosemary



EDGE OF CURB  
 sidewalk  
 8'-EXISTING 24'x20' TRAIL  
 EXISTING 4' CURB TO EAST TRAIL

CHURCH STREET

DEXTER AVENUE



Real and Rosemary  
APPENDIX 3

STATE OF ALABAMA )  
JEFFERSON COUNTY )

**INDEMNIFICATION and HOLD HARMLESS AGREEMENT**  
Operation of Sidewalk Café in Mountain Brook, Alabama

THIS AGREEMENT is entered into between Real and Rosemary Crestline, LLC ("Restaurant Owner") and Club Village Properties, LLC ("Property Owner"), hereinafter collectively "Owners," and the City of Mountain Brook, Alabama, an Alabama municipal corporation, hereinafter "City", to provide for indemnification by Owners to the City with respect to the operation and use of a sidewalk café in the City.

WHEREAS, the City has enacted a municipal ordinance addressing the operation and use of sidewalk cafes and requiring a revocable permit to lawfully operate a sidewalk café within the Villages of the City;

NOW THEREFORE, the parties agree as follows:

1. In consideration of the agreement and permission to operate and use a sidewalk café in the City, Owners, their heirs, agents, successors, and assigns (herein collectively "Owners") covenant and agree to indemnify, defend, save and hold harmless the City, its officers, agents, employees, successors, and assigns, (herein collectively "City") from all claims, demands, suits, proceedings, expenses, civil and criminal penalties and fines, damages, losses, reasonable attorneys' fees, and liabilities (collectively "Claims") arising from the operation or use of a sidewalk café. The existence of, or inadequacy of, insurance protection and coverage carried by Owners, in no way limits the indemnification agreement as stated herein.
2. This indemnification shall survive the cancellation, termination, or expiration of the agreement to use, revocable permit, and operation use term.

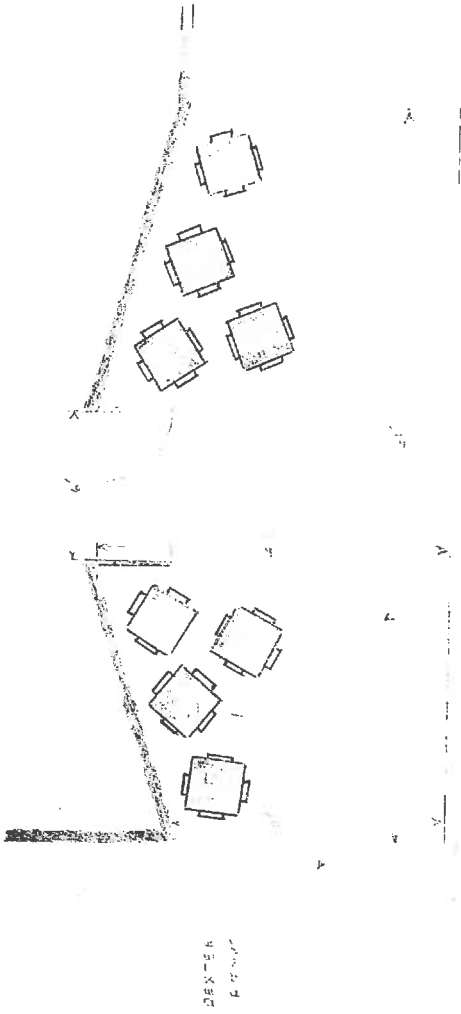
DONE and ENTERED into on this 13th day of August, 2022

[Signature]  
Restaurant Owner

[Signature]  
Property Owner

John W. Minor IV  
Managing Member  
Club Village Properties, LLC

Real and Rosemary



PLANS

DATE

BY

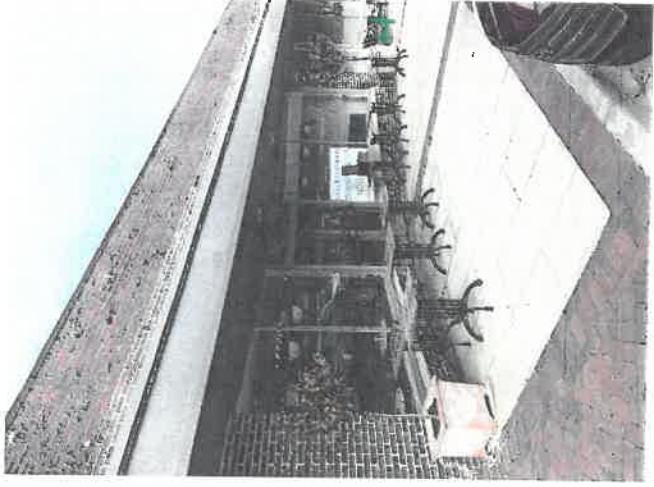
CHIEF

1/4" = 1'

MARCUS TASTRUP



APPENDIX 3





Heather Richards <richardsh@mtnbrook.org>

**Dudley Dickerson III**  
MINUTE BOOK 92

**FW: EMC Contract - Generator**  
1 message

**Sam Gaston** <gastons@mtnbrook.org> Mon, Jun 6, 2022 at 10:14 AM  
To: Heather Richards <richardsh@mtnbrook.org>  
Cc: boones@mtnbrook.org, Ronnie Vaughn <vaughnr@mtnbrook.org>

For Formal agenda.

Samuel S. Gaston  
City Manager  
City of Mountain Brook, AL.  
56 Church Street  
P.O. Box 130009  
Mountain Brook AL 35213  
(205) 802-3803 Phone  
(205) 870-3577 Fax



Enviro Management Company, Inc.  
2607 Commerce Boulevard  
Birmingham, Alabama 35210  
205-951-3400  
205-907-3254 cell  
www.EMCbham.com



EMC Copntract - Generator Project (signed).pdf  
10359K

**From:** dudley@emcbham.com [mailto:dudley@emcbham.com]  
**Sent:** Thursday, June 02, 2022 12:45 PM  
**To:** Sam Gaston  
**Subject:** EMC Contract - Generator

Sam -

Attached is the contract that Steve Stine put together for the generator project. We're working on the Bid Package Documents and I'll forward those as soon as we finish.

Dudley

<https://mail.google.com/mail/u/0/?ik=60e4775052&view=pt&search=all&permthid=thread-F%3A1734898914246296732&siml=msg-F%3A1734898914...> 1/2

<https://mail.google.com/mail/u/0/?ik=60e4775052&view=pt&search=all&permthid=thread-F%3A1734898914246296732&siml=msg-F%3A1734898914...> 2/2



May 25, 2022

Sam Gaston, City Manager  
City of Mountain Brook  
Post Office Box 130009  
Mountain Brook, AL 35213

Via Email: gastons@mtbrook.org

Re: Proposal for Wastewater Treatment Plant Project- Plans, Specifications & Project Oversight/Construction Administration Services - EMC Proposal Number: EMC 20223441

Dear Mr. Gaston,

Thank you for allowing Enviro Management Company, Inc. ("EMC" or "Consultant") this opportunity to provide the City of Mountain Brook, Alabama ("Client" or "City") with this proposal for EMC to develop plans and specifications and perform project oversight/contract administration services (collectively, "Professional Services" or "Services") for a required upgrade, repairs, and improvements to the Wastewater Treatment Facility (the "WWTF") that serves the Athletic Complex near Mountain Brook High School and that School (the "Project" or "Work"). Installation of a backup generator and other facility repairs to the WWTF are required for it to maintain compliance with the current Alabama Department of Environmental Management (ADEM) Permit. This proposal is for EMC to provide the stated Professional Services on the Project pursuant to the terms herein.

The principal issue with the WWTF is that it may not operate during a power outage. The pumps, motors, blowers, and control equipment with this plant that are all dependent on a continuous power supply. A backup generator will provide protection during power interruptions and allow the treatment plant to operate continuously. In addition, the WWTF requires repairs to the electrical control panels, the exhaust system for the building, the gutter system for the building housing the plant and the dosing tank for the sand filter system. These components have not been repaired or upgraded in over 20 years and these repairs will extend the life of the systems for years to come.

This proposal describes the scope of Professional Services to be completed, cost, and schedule for completion of these Services and the Project.

**1. SCOPE OF PROFESSIONAL SERVICES WORK**

- 1.1. EMC will develop the plans, specifications, and provide project oversight/contract administration services for the Project. These Professional Services will involve the following activities:
  - 1.1.1. Developing plans and specifications for a backup generator
  - 1.1.2. Developing plans and specifications for 2 electrical control panels
  - 1.1.3. Developing plans and specifications for an exhaust fan
  - 1.1.4. Developing plans and specifications for roof gutters
  - 1.1.5. Developing plans and specifications for the application of a protective coating for the dosing tank
  - 1.1.6. Project oversight to include managing the bid process, routine inspections of work progress, managing the startup of all equipment, and Project closure.

**2. CLIENT INTERACTION**

- 2.1. EMC will coordinate performance of the Professional Services with the designated City Representative selected by the City.

**3. SCHEDULE**

EMC is prepared to begin performing the Professional Service described above when notified by the City. Once the plans and specifications are completed, the project will be bid out and work on the Project will commence.

**4. CLIENT RESPONSIBILITIES**

- 4.1. EMC requests that the City provide the following:
  - 4.1.1. Access to the facility and Project site contact,
  - 4.1.2. Complete the written Authorization to Proceed located in Appendix A; and
  - 4.1.3. Furnish it a draft of the City's "Up-Front" Bid/Contract documentation for use by Consultant to assist the City in the bidding phase of the Project to select the contractor who will construct the improvements at the Project site.

APPENDIX 4



6. COMPENSATION AND EXPENSES/TIME FOR DELIVERABLES

- 6.1. EMC proposes to perform the scope of Professional Services as described as a fixed fee of \$9800.00 ("Fee") This Fee includes its time and materials associated with this Project, travel expense, and other expenses incurred by it on the Project. The Fee will be paid at the following intervals: (1) 70% of total at conclusion of the design/document production phase of the Project; and (2) the remaining balance of 30% payable at closure of the Project.
6.2. EMC agrees to provide the deliverables contemplated in the document production phase of its work (i.e., the Plans, Drawings, and contractor work specifications or requirements) within sixty (60) days following the City's execution of Attachment A.

7. CONFIDENTIALITY

All confidential and proprietary information exchanged between the City and EMC will remain confidential and shall remain the properties of the City and EMC, respectively. EMC shall not disclose any compliance related information regarding the WWTF to a third party (other than the contractor selected to perform the improvements) without prior written agreement from the City, by court order directing such disclosure, or as the City, in the exercise of its reasonable judgment, determines it is required to disclose to a third person making a public records request as provided by applicable law.

8. DISCLAIMER

- 8.1. EMC is not responsible, nor can EMC be held accountable, for activities, conditions, operations, actions, or failure of actions by the City's staff that may occur or not occur during or after the completion of the Project.
8.2. EMC shall not be held liable for any fines, penalties, or other sanctions that may be assessed against the facility by any state, county, city, or other local regulatory authority.

Thank you for allowing EMC the opportunity to provide you with this proposal. You may authorize us to proceed by signing the Authorization to Proceed and forwarding a copy to our office. If you have any questions, or need additional information, please contact me at my office (205) 951-3400 or my cell 205-907-3254.

Sincerely,
Dudley Dickerson, II
President Enviro Management Company, Inc.

- Attachments
Appendix A: Authorization to Proceed with Professional Services
Appendix B: EMC Business Terms and Conditions
Appendix C: Supplemental Terms of Professional Service

APPENDIX A - AUTHORIZATION TO PROCEED WITH PROFESSIONAL SERVICES

Table with 2 columns: Field and Value. Fields include Project Description, Proposal Number, Client Name, Client Contact, Client Phone, Site Address, Project Terms, Start Date, Project Fee, Terms, and AUTHORIZATION.

The City of Mountain Brook hereby authorizes EMC to provide the Professional Services described at the stated fee in accordance the terms of the Agreement.

Name: Stewart Welch
Signature: [Handwritten Signature]
Title: Mayor
Date: 6-13-2022

APPENDIX 4

APPENDIX B EMC BUSINESS TERMS AND CONDITIONS

A. Agreement for Services

The terms and conditions set forth in these Business Terms and Conditions, the accompanying proposal (herein after referred to as the "proposal"), Attachment A, and Attachment C (the Supplemental Terms of Professional Service) constitute the entire agreement (herein collectively referred to as the "Agreement") between Enviro Management Company, Inc. (EMC) and City Of Mountain Brook. (Client). This Agreement supersedes all previous proposals, offers, understandings or other verbal or written communication concerning the proposed services. Any revision or modification to this Agreement through purchase orders, correspondence, or other forms that are not consistent with the provisions, terms, or conditions of this Agreement are void, and shall not supersede the provisions, terms or conditions of this Agreement. Any revision to the terms and conditions of this Agreement must be accomplished in writing and signed by authorized representatives of EMC and Client.

B. Confidentiality

All information generated during the performance of work under this Agreement will be considered proprietary and confidential. Such information received, whether ascertained directly or indirectly, will not be disclosed to any third party without prior authorization from Client, unless required by law or applicable regulation(s). Confidential information, which has become available directly or indirectly to the general public through governmental agencies will not be considered the fault of EMC and will in no way be construed as breach of this Agreement. All information submitted in the form of proposal, bid, cost estimate, etc. by EMC is considered to be confidential and privileged. Any use or disclosure of this information without written consent from EMC is prohibited, unless required for the purpose of evaluating content for procuring of services requested by Client.

C. Changed Conditions/Change of Scope

The parties understand that, in the course of performing the Professional Services described in the accompanying proposal conditions may arise or become apparent that require certain work be done in addition to the work described. The additional work shall be performed only with the consent of the Client in form of a written agreement, signed by both parties. Any additional work shall be performed subject to all terms and conditions of this Agreement. If conditions have changed to the extent that EMC believes that continued work poses an unreasonable health or safety risk, EMC may cease all work until a change of scope can be agreed upon in writing that provides for the elimination of unreasonable risks to health and safety. If a change of scope cannot be agreed upon in order to continue to work under conditions satisfactory to both parties, this Agreement shall be terminated at that time. Should this Agreement be terminated after EMC commences performing its Professional Services, EMC will be compensated for all services rendered up to the date of termination based on an equitable determination of work completed in consideration of the total Fee.

D. Delays

Should EMC be prevented from complying with any of its obligations of this Agreement by operation of force majeure, or because of any federal or state law or any order, rule or regulation of a governmental authority, or any other delay which is beyond the control of EMC,

while so prevented, EMC's obligations to comply with such covenant shall be suspended, and EMC shall not be liable for any actual or consequential damages arising out of force majeure or any other delay which is not the fault of EMC.

E. Termination. See Section (g) of Attachment C.

F. Ownership of Documents

The production of documents produced in accordance with this Agreement are for the sole use and enjoyment of the Client.

G. Use of Documents

All documents and reports of EMC, and the results and conclusions therein, arising out of this Agreement or pertaining to the Project objectives are intended solely for the use of EMC and Client unless the parties to this Agreement specify otherwise in writing.

H. Reserved

I. Indemnification - Intentionally Deleted

J. Invoices

Invoices for Services performed by EMC will be submitted at the intervals provided in Section 5 of the proposal. EMC may suspend its work should payment not be received within 45 days of the date of invoicing. Any acceptance of late or partial payments by EMC shall not constitute a waiver of EMC's right to enforce the terms of the Agreement. However, Client will be responsible to pay the interest level awardable under Alabama for breach of contract (which is currently 8%) if it fails to timely pay an undisputed invoice and reasonable attorney's fees if EMC is required to institute suit to collect an undisputed invoice.

The Client will notify EMC of any dispute concerning an invoice within 10 days of the date of invoice. Notwithstanding any such dispute, Client shall, within the limitations and under the terms of this Agreement, pay EMC all portions of invoices that are not in dispute. Should EMC agree that the disputed amount was charged in error, EMC will credit the Client with such amount on subsequent invoices to the Client.

The Client is responsible for full payment of all EMC invoices at agreed upon terms, conditions, and fees. Shall be valid or effective unless it is stated in writing. EMC may allow Client an additional period of time for payment for the purpose of giving the Client an opportunity to receive reimbursement from any applicable funds for the Project or other applicable insurance policies; in no event shall this extended time period exceed 180 days from the invoice date.

K. Method of Payment

EMC accepts payment in the form of a credit card or check made payable to Enviro Management Company, Inc.

L. Validity

This proposal is valid, unless revoked in writing, for a period of thirty (30) days from the date of the proposal. This proposal is automatically revoked if not accepted within thirty (30) days and received by EMC within 45 days unless otherwise accepted in writing by EMC and at sole discretion of EMC.

June 13, 2022

**M. Hazardous Materials.**

EMC will neither be responsible for, nor be considered to be a generator of any hazardous waste as defined in applicable Federal and State laws, statutes or regulations from performing its Services.

**APPENDIX C - SUPPLEMENTAL TERMS OF PROFESSIONAL SERVICES**

The following additional terms and conditions apply to the performance by EMC (also referenced herein as "Consultant") of its Professional Services on the Project

(a) **Warranty.** Consultant agrees to perform its Services in a manner that is consistent with professional skill and care that would be provided by other professionals in its industry under same or similar conditions, and in the orderly progress of the schedule for them and the Project.

(b) **Instruments of Service.** All reports, plans, documents, materials created by Consultant or its work product or deliverables from its Services (collectively, the "Instruments of Service") shall remain the property of the Consultant and are intended solely for use related to this Agreement and construction of the Project. Notwithstanding, Consultant grants Client a perpetual license to distribute the Instruments of Service to any third party, reproduce or otherwise use them for purposes it deems reasonably necessary for the Project or its operations.

(c) **Client's Use of Instruments.** Client understands that the Consultant intends that the Instruments of Service be used only in connection with the Project. Accordingly, Client acknowledges and agrees that any use of them for purposes unrelated to the Project or on any other project, or any failure by it to follow Consultant's recommendations in those Instruments without Consultant's written permission, shall be at the Client's and any other user's sole risk.

(d) Client, at its expense, will provide the Consultant with information requested by Consultant that is in Client's possession and concerns the Project, including existing plans, reports, studies, schedules, criteria and similar information in its files. Client will furnish this information in a timely manner, review documents and make decisions on Project alternatives to the extent necessary to allow the Consultant to perform its Services within established schedules. The Consultant may rely on the information provided by the Client without verification.

(e) **Project Representatives.** Each party shall appoint a representative who shall coordinate with the other on all matters related to the performance of the Services, the administration of this Agreement and ultimate completion of the Project (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.

(f) **Compensation for Services:** See Section 5 of proposal and Attachment B.

(g) **Term/Termination.** The term of this Agreement shall commence when the City executes the proposal and thereafter continue in effect up to twelve (12) months, or when the Services are successfully completed, whichever occurs first (the "Term"). Notwithstanding the provision immediately above or any other provision herein, this Agreement may terminate before the expiration of its Term if any of the following events occur:

- (1) Client may terminate the Agreement for cause if (1) Consultant defaults on a material obligation to the Client hereunder (a "Default"), and (2)

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following the Client's provision of written notice of Default to Consultant, it 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 Services shall be considered an event of Default. This remedy is in addition to any other provided in the Agreement or available to Client under law or in equity;

- (2) Consultant may terminate this Agreement for cause if (1) Client default on a material obligation to the Consultant hereunder, and (2) following the Consultant's provision of written notice of Default to Client, it fails to correct or remedy that Default within thirty (30) days after receipt of that notice. The failure of the Client to timely compensate Consultant for its Services shall be considered an event of Default. In the event of such termination for cause, Consultant agrees that its sole and exclusive remedy arising therefrom shall be limited to the prorated amount owed it by Client for Services performed up through the effective time of termination in relation to the total Fee; and
- (3) At any time during the Term Client may terminate the performance of Services or the Project solely for its convenience (with or without cause). In the event of such termination by Client for its convenience, Consultant agrees that its sole and exclusive remedy arising therefrom shall be limited to the prorated amount owed it by Client for Services performed up through the effective time of termination in relation to the total Fee.

In the event of early termination of the Agreement for any reason, Consultant shall cease performing Services as of the date of its receipt of notice of termination; provided that, after receiving that notice, Consultant shall take reasonably necessary actions to organize its work product at that stage of the Project and furnish any Instruments of Service (albeit incomplete) to Client in the form then existing, and Client shall equitably compensate Consultant for that organizational work.

(h) **Consultant's Insurance Requirements:** For the duration of this Agreement and for limits not less than stated below, Consultant shall maintain the following types of insurance with a company(ies) lawfully authorized to do business in Alabama and reasonably acceptable to City:

- (1) **Professional Liability** covering Consultant's negligent acts, errors, and omissions in its performance of professional services with policy limits of not less than One Million Dollars (\$1,000,000) per claim and in the aggregate;

- (2) **Comprehensive General Liability:** This insurance shall cover all operations performed by or on behalf of the Consultant related to the Project and provide coverage for bodily injury and property damage with a combined single limit of not less than \$1,000,000 per occurrence. This policy shall include coverage on an occurrence basis for premises/operations, J:\Minutes & Agendas\Council\2022\20220613 Minutes.docx

products/completed operations, assumed contractual obligations, and independent contractors;

- (3) **Automobile Liability:** This insurance shall cover owned and rented vehicles operated by the Consultant and have policy limits of not less than One Million Dollars (\$1,000,000) combined single limit and aggregate for bodily injury and property damage, per occurrence; and

- (4) **Worker's Compensation** - As required by statute.

Consultant may use umbrella or excess liability insurance to achieve the Comprehensive General Liability and Automobile Liability coverage, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies. These insurance requirements are in addition to and do not affect any indemnification obligation of Consultant herein.

Except for the Workers Compensation and Professional Liability policies, the coverage furnished by Consultant shall contain endorsements naming the City of Mountain Brook, Alabama, and its officers, employees and agents as additional named insured with respect to liabilities that arise out of and result from the operations of Consultant on the Project or its performance of the Service.

(i) **Right of Approval.** Client shall have right to review and finally approve all plans, specifications and deliverables that Consultant furnishes in connection with its Services. Client agrees that it will not unreasonably withhold or delay such reviews or approvals.

(j) **No Assignment.** This is a personal services Agreement. Accordingly, unless specifically agreed by Client in writing, the rights, duties and obligations of Consultant hereunder may not be assigned, transferred or subcontracted to any other person, firm, corporation, or other entity without the advance written consent of Client.

(k) **Dispute Resolution.** The Project Representatives will use their good faith efforts to resolve any dispute or claim between the Parties arising from the performance or failure to perform their respective obligations under this Agreement (a "Dispute"). If those Representatives are unable to amicably resolve a Dispute, it will be escalated to the senior manager/official level of each Party for consideration. If the Dispute cannot be resolved at the senior official level, either party may request that the Dispute be mediated.

However, if the parties are unable to amicably resolve any Dispute, the dispute resolution mechanism for any claim between the parties shall be litigation in a court located in Jefferson County, Alabama. If the Client (i) should employ attorneys or incur other expenses in any legal action regarding a Dispute, and (ii) secures a final judgment before a court of competent jurisdiction or obtains other relief from an administrative body related thereto, Consultant will reimburse the Client for its reasonable attorneys' fees and other reasonable expenses that are incurred in that action.

(d) **Exclusion of Consequential Damages.** In no event may Consultant recover from the Client any special, incidental, consequential or any other indirect damages whatsoever of any description (including, without limitation, damages for lost profits, lost advantage, lost

opportunity, loss of savings or revenues or for increased cost of operations) arising from the Client's breach of its obligations hereunder or its termination of the performance of Services or the Project (whether for its convenience or with or without cause).

(i) Entire Agreement/Ineffective Provisions in Consultant Documents. The proposal and Attachments A-C comprise the entire contract and understanding between the Parties concerning the matters herein. The terms, provisions and conditions in the Agreement supersede all prior negotiations, representations, or agreements, either written or oral, concerning the subjects herein, and any such prior understandings concerning these matters are of no effect and are merged herein.

Further, the parties agree that no terms, provisions or conditions that are stated in any invoice, order or other document generated by the Consultant or presented by it to Client in connection with its performance of Services or the Project are incorporated into or form part of this Agreement. Notwithstanding the existence of any such documents, the parties understand, agree and covenant as follows:

- (i) Client shall not be liable to the Consultant for attorney's fees, court costs, litigation expenses, and like charges except and to the extent such fees, costs, and charges would be assessed against the Client under applicable law in the absence of any contractual provision imposing or assigning liability therefor, or are agreed herein;
  - (ii) Client shall not be liable for any late payment charges, interest, or fees on any delinquent payment for Services; provided that, in the event Client is delinquent in paying amounts owed Consultant hereunder, nothing herein shall restrict Consultant from seeking recovery the amount of interest allowed under applicable law for breach-of-contract claims;
  - (iii) Client will not indemnify, hold harmless, or release the Consultant or any other person, firm, or legal entity for, from, or with respect to any claim, cause of action, cost, charge, fee, expense, or liability whatsoever arising out of or relating to the subject matter of the Agreement or the performance or nonperformance thereof; and
  - (iv) Unless expressly stated in the Agreement, Client does not waive its right to assert or pursue any remedy or claim for relief of any kind that it may have against the Consultant or any other person, firm, or entity for any actual or alleged default or other breach of legal duty on the part of the Consultant or any person, firm, or entity in privity therewith or acting on its behalf in connection with the performance of the Services. Any limitation or restriction regarding the type, nature, form, amount, or extent of any right, remedy, relief, or recovery that would otherwise be available to the Client is expressly disavowed, excluded from the terms of the Agreement, and void.
- (f) Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement or between this Agreement and any other form, invoice or document

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generated by Consultant, presented to Client or used by Consultant in connection with the Project, the provisions in this Agreement shall supersede and control.

(j) Applicable Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Alabama.

(k) No Waiver. The failure of either party to insist upon the performance of any of the terms and conditions of this Agreement shall not be construed as thereafter waiving any subsequent breach of those terms and conditions, and same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred. Further, no terms of this Agreement shall be waived unless expressly waived in a writing executed by the parties.

(l) Partial Invalidity. If any provision in the Agreement is determined to be invalid, the remaining provisions shall continue to be in full force and effect. The invalidity of any provision or portion of this Agreement will not and shall not be deemed to affect the validity of any other provision.

(m) Force Majeure. Neither party shall be liable to the other for any loss, cost, or damages, arising out from or resulting from, any failure to perform in accordance with its terms where the causes of such failure shall occur due to events beyond a party's reasonable control, including, but not limited to, the following: acts of God, strikes, lockouts, or other industrial disturbances, wars, whether declared or undeclared, blockades, insurrections, riots, governmental action, explosions, fire, floods, or any other cause not within the reasonable control of either party.

(n) Indemnification. Consultant agrees to defend, indemnify, and hold harmless Client 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, authorized subcontractor or other representative of the Consultant, hereafter a "Consultant Representative") that arise out of, relate to or are caused by any negligent act, omission or conduct by Consultant or any Consultant Representative in performing or failing to perform the Services or its (or their) responsibilities under this Agreement; provided that nothing herein shall obligate the Consultant to indemnify any of the Indemnitees for any claims resulting from the negligent or the willful misconduct of the Indemnitees.

The Client will not indemnify Consultant (or any of its employees or representatives) for any claims or matters that relate to or arise out of the Project or this Agreement.

(o) Counterparts. 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 have the same legal force and effect as an original document.

(p) Representations. The Parties represent to each other that all actions required by their respective governing body, officials, or managers to enter this Agreement have been completed, that their representatives signing below have full authority to execute it on behalf of their respective organizations, and that this Agreement shall be binding of their respective organization (and any successors or authorized assigns of the parties).

12

(q) Amendment. No amendment or modification of this Agreement or its terms or provisions shall be binding unless expressed in writing and signed by an authorized representative of each party.

(r) No Third-Party Beneficiaries. 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.

(s). Independent Contractor. Consultant is an independent contractor of Client. 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 Consultant (or any of its employees or representatives) performs the Services or conducts their operations.

(t). Immigration Law Compliance. Consultant represents and warrants to the Client that: (i) it does not knowingly employ, hire for employment, or continue to employ, in Alabama, an "unauthorized alien," as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, *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, Consultant shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations; (iii) it will comply with all applicable provisions of the Act with respect to subcontractors, if any, that it engages on the Project by entering into an agreement with or by obtaining an affidavit from such subcontractors providing work on the Project in Alabama that such subcontractors are in compliance with the Act with respect to their participation in the E-Verify program. Consultant further represents and warrants that it shall not hire, retain or contract with any subcontractor to work on the Project in Alabama which it knows is not in compliance with the Act; and (iv) by signing this Agreement, it affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if Consultant is found to be in violation of this provision, it shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

(u) Safety. If Consultant (or any of its employees or representatives) inspect, enter or access the Project site in connection with the performance of Services, Client makes no representation that the site is safe or fit for those purposes or free from defects (latent or patent). Consultant agrees that it (a) has the sole responsibility to identify any condition or hazard at the Project site that may impact its operations thereon and (b) is exclusively responsible for the safety of its personnel who enter that site.

City Council Agenda Next Week

1 message

Jaye Loggins <logginsj@mtnbrook.org> Mon, Jun 6, 2022 at 1:19 PM To: Heather Richards <richardsh@mtnbrook.org>, Sam Gaston <gastons@mtnbrook.org>

See attached for resolution and agreement proposed with Birmingham for World Games

Basically, we are providing 4 officers for 10 days at one of the event sites

Please get this added to next week's agenda. Thanks

Jaye Loggins Chief of Police Mountain Brook Police Department 101 Tibbett Street Mountain Brook, AL 35213

Office Pk: 205-802-3855 e-mail: logginsj@mtnbrook.org

2 attachments

AATF - Agreement - Mounin Brook - TWG 2022.pdf 661K

Ordinance.docx 24K

The CITY OF BIRMINGHAM, ALABAMA ("Birmingham"), a municipal corporation, and the CITY OF MOUNTAIN BROOK, ALABAMA ("Mountain Brook") a municipal corporation, enter into this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2022.

WHEREAS, Birmingham and Mountain Brook, desire to enter into an Agreement that will benefit both Cities ("Agreement"); and

WHEREAS, The Eleventh Edition of the World Games ("TWG2022") are scheduled to be held in the Birmingham area during July 7-17, 2022; and

WHEREAS, the Alabama Legislature adopted Alabama Code §11-102-1 which provides that:

Except as otherwise provided in this chapter or as otherwise prohibited by law, any county or incorporated municipality of the State of Alabama may enter into a written contract with any one or more counties or incorporated municipalities for the joint exercise of any power or service that state or local law authorizes each of the contracting entities to exercise individually. For purposes of this chapter, it is sufficient if each of the contracting entities has the authority to exercise or perform the power or service which is the subject of the contract regardless of the manner in which the power or service shall be exercised or performed, provided that at least one of the contracting parties has the authority to exercise the power or service in the manner agreed upon by the parties. The joint contract may provide for the power or service to be exercised by one or more entities on behalf of the others or jointly by the entities.

; and

WHEREAS, all parties find that it is in the public interest that the parties enter into a joint service agreement in accordance with Alabama Code §11-102-1, et seq., in order to authorize the sharing of municipal equipment and services for the benefit of both municipalities; and

IN CONSIDERATION OF THE PREMISES stated herein Birmingham and Mountain Brook mutually agree as follows:

- I. PURPOSE: The Parties agree to the sharing of equipment and services for the mutual benefit of each municipality during the period leading up to and extending through and after TWG2022, including particularly June 30, 2022 – July 21, 2022. Mountain Brook will provide upon request and subject to availability certain equipment and services to Birmingham, including but not limited to 4 Police Officers and accompanying Police vehicles, for use in preparing for and hosting TWG2022.

II. TERM: The provisions of this agreement shall become effective on June 15, 2022. The duration of this contract shall not exceed two months from the date of its final execution and in no event shall extend beyond July 31, 2022.

III. IMPLEMENTATION: The parties agree as follows:

a. Mountain Brook will provide the following described personnel, and make available for pick up by Birmingham the following described equipment and such other available equipment as the parties may agree:

Description: 4 Police Officers and accompanying Police vehicles.

b. Birmingham will assign operators for the equipment.

c. Except as expressly provided in this agreement, no party to the contract shall have any power to incur any debt which shall become the responsibility of any other contracting party.

d. Except as specifically provided in this Agreement, the execution of this Agreement or the performance of any act pursuant to the provisions thereof shall not be deemed or construed to have the effect of creating between the parties the relationship of principal or agent or of partnership or of joint venture.

e. Except as otherwise provided by law and as limited by this Agreement between the parties, the parties to this Agreement shall have the full power and authority to act within the jurisdiction of all contracting entities to the extent necessary to carry out the purposes of the contract.

f. This Joint Services Agreement shall not take effect until it has been approved by the governing body of each of the contracting municipalities and required publications have been made. Approval by a municipal governing body shall be by adoption of an ordinance of general and permanent operation. Each party to this agreement shall also adopt all ordinances, resolutions, or policies necessary to authorize the other contracting entities to carry out their contractual duties and responsibilities. Each of the contracting municipalities shall each deliver a copy of their ordinance to the other party prior to any exchange of equipment or services.

IV. IMMIGRATION LAW COMPLIANCE:

By signing this Contract, the contracting parties affirm, for the duration of the Agreement, that they 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, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

V. NON-DISCRIMINATION:

During the performance of this contract Mountain Brook agrees as follows: (1) Mountain Brook will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin. Mountain Brook will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Mountain Brook agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(2) In the event of the Mountain Brook's noncompliance with the nondiscrimination clauses of this contract, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Birmingham municipal contracts.

VI. HISTORICALLY UNDERUTILIZED BUSINESS ENTERPRISES: Mountain Brook acknowledges that the Birmingham, as a matter of public policy and to the extent allowed under applicable law, encourages participation of minority-owned, women owned and disadvantaged business enterprises to the maximum extent possible and seeks to provide opportunities for and to actively include Disadvantaged Business Enterprises (DBEs) and Historically Underutilized Business Enterprises (HUBE's) which includes architectural firms, engineering firms, investment banking firms, other professional service providers, and construction contractors as part of the Birmingham's business, economic and community revitalization programs. Mountain Brook agrees to reasonably comply with this policy, and to include and retain those firms, contractors and consultants as sub-contractors or participants in other capacities to assist Mountain Brook to complete the services provided pursuant to this Agreement.



- VII. **OFFSET FOR OVERDUE FEES, TAXES, ETC.:** Pursuant to Executive Order of the Mayor of Birmingham No. 76-09 (effective as of August 21, 2009), Mountain Brook acknowledges and agrees that Birmingham has the right to deduct from the total amount of consideration to be paid, if any, to Mountain Brook under this Agreement all unpaid, delinquent, or overdue license fees, taxes, fines, penalties and other amounts due Birmingham from Mountain Brook.
- VIII. **BOYCOTTING ACTIVITIES:** By signing this contract, the Parties represent and agree that they are not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.
- IX. **TERMINATION:** Any party hereto may terminate this Agreement at any time by giving thirty (30) days' notice of the intention to do so to the other party. Such notice shall be sent to the governing body of the other party. If the Agreement is terminated by Mountain Brook prior to the end of the Term of this Agreement, any equipment provided shall be returned to owner municipality upon written request.
- X. **SEVERABILITY:** If any provision of this agreement is declared by a court having jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular provision held to be invalid.
- XI. **GOVERNING LAW:** This agreement shall be governed by and construed in accordance with the laws of the State of Alabama as interpreted by Alabama Courts.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative as reflected below.

CITY OF MOUNTAIN BROOK, ALABAMA

6-13-2022  
Date

BY:   
Mayor

ATTEST:

  
City Clerk

CITY OF BIRMINGHAM, ALABAMA

Date

BY: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM BY LAW DEPARTMENT:

  
Assistant City Attorney Date

APPENDIX 5

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE TO PROVIDE FOR AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BIRMINGHAM AND THE CITY OF MOUNTAIN BROOK**

WHEREAS, the CITY OF BIRMINGHAM, ALABAMA ("Birmingham"), a municipal corporation, and the CITY OF MOUNTAIN BROOK, ALABAMA ("Mountain Brook") a municipal corporation, desire to enter into an Agreement that will benefit both cities ("Agreement"); and

WHEREAS, the Eleventh Edition of the World Games ("TWG2022") are scheduled to be held in the Birmingham area during July 7-17, 2022; and

WHEREAS, the Alabama Legislature adopted Alabama Code §11-102-1 which provides that:

Except as otherwise provided in this chapter or as otherwise prohibited by law, any county or incorporated municipality of the State of Alabama may enter into a written contract with any one or more counties or incorporated municipalities for the joint exercise of any power or service that state or local law authorizes each of the contracting entities to exercise individually. For purposes of this chapter, it is sufficient if each of the contracting entities has the authority to exercise or perform the power or service which is the subject of the contract regardless of the manner in which the power or service shall be exercised or performed, provided that at least one of the contracting parties has the authority to exercise the power or service in the manner agreed upon by the parties. The joint contract may provide for the power or service to be exercised by one or more entities on behalf of the others or jointly by the entities.

; and

WHEREAS, all parties find that it is in the public interest that the parties enter into a joint service agreement in accordance with Alabama Code §11-102-1, et seq., in order to authorize the sharing of municipal equipment and services for the benefit of both municipalities.

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

**SECTION 1. Authorization**

The Mayor of the City of Mountain Brook, Alabama is hereby authorized to enter into an Agreement with the City of Birmingham, containing the following terms:

- A. **PURPOSE:** The Parties agree to the sharing of equipment and services for the mutual benefit of each municipality during the period leading up to and extending through and after TWG2022, including particularly June 30, 2022 – July 21, 2022. Mountain Brook will provide upon request and subject to availability certain equipment and services to Birmingham, including but not limited to 4 police officers and accompanying police vehicles, for use in preparing for and hosting TWG2022.
- B. **TERM:** The provisions of this agreement shall become effective on June 15, 2022. The duration of this contract shall not exceed two months from the date of its final execution and in no event shall extend beyond July 31, 2022.
- C. **IMPLEMENTATION:** The parties agree as follows:
  - a. Mountain Brook will provide the following described personnel, and make available for pick up by Birmingham the following described equipment and such other available equipment as the parties may agree:
    - Description: 4 police officers and accompanying police vehicles.
  - b. Birmingham will assign operators for any other equipment which is requested by Birmingham and agreed to be provided by Mountain Brook.
  - c. Except as expressly provided in this Agreement, no party to the contract shall have any power to incur any debt which shall become the responsibility of any other contracting party.
  - d. Except as specifically provided in this Agreement, the execution of this Agreement or the performance of any act pursuant to the provisions thereof shall not be deemed or construed to have the effect of creating between the parties the relationship of principal or agent or of partnership or of joint venture.
  - e. Except as otherwise provided by law and as limited by this Agreement between the parties, the parties to this Agreement shall have the full power and authority to act within the jurisdiction of all contracting entities to the extent necessary to carry out the purposes of the contract.
  - f. This Joint Services Agreement shall not take effect until it has been approved by the governing body of each of the contracting municipalities and required publications have been made. Approval by a municipal governing body shall be by adoption of an ordinance of general and permanent operation. Each party to this agreement shall also adopt all ordinances, resolutions, or policies necessary to authorize the other contracting entities to carry out their contractual duties and responsibilities. Each of the contracting municipalities

shall each deliver a copy of their ordinance to the other party prior to any exchange of equipment or services.

D. **IMMIGRATION LAW COMPLIANCE:** By signing this Contract, the contracting parties affirm, for the duration of the Agreement, that they 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, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

E. **TERMINATION:** Any party hereto may terminate this Agreement at any time by giving thirty (30) days' notice of the intention to do so to the other party. Such notice shall be sent to the governing body of the other party.

F. **SEVERABILITY:** If any provision of this agreement is declared by a court having jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular provision held to be invalid.

G. **GOVERNING LAW:** This agreement shall be governed by and construed in accordance with the laws of the State of Alabama as interpreted by Alabama courts.

**SECTION 2. Severability.**

The provisions of this Ordinance are hereby declared to be severable. If any of these sections, provisions, sentences, clauses phrases, or parts is held to be unconstitutional or void, the remainder shall continue in full force and effect.

**SECTION 3. Publication.**

This Ordinance shall become effective upon publication as required by statute.

ADOPTED AND APPROVED THIS \_\_\_\_ the day of \_\_\_\_\_ 2022.

ATTEST: CITY OF MOUNTAIN BROOK, ALABAMA

\_\_\_\_\_  
City Clerk By: \_\_\_\_\_  
Mayor

# APPENDIX 6

Item #	Description	Quantity	Unit	Category	Value	Notes
601	... ..	1	EA	Electronics	...	
602	...	2	EA	...	...	
603	...	1	EA	...	...	
604	...	1	EA	...	...	
605	...	1	EA	...	...	
606	...	1	EA	...	...	
607	...	1	EA	...	...	
608	...	1	EA	...	...	
609	...	1	EA	...	...	
610	...	1	EA	...	...	
611	...	1	EA	...	...	
612	...	1	EA	...	...	
613	...	1	EA	...	...	
614	...	1	EA	...	...	
615	...	1	EA	...	...	
616	...	1	EA	...	...	
617	...	1	EA	...	...	
618	...	1	EA	...	...	
619	...	1	EA	...	...	
620	...	1	EA	...	...	

Item #	Description	Quantity	Unit	Category	Value	Notes
621	...	1	EA	...	...	
622	...	1	EA	...	...	
623	...	1	EA	...	...	
624	...	1	EA	...	...	
625	...	1	EA	...	...	
626	...	1	EA	...	...	
627	...	1	EA	...	...	
628	...	1	EA	...	...	
629	...	1	EA	...	...	
630	...	1	EA	...	...	
631	...	1	EA	...	...	
632	...	1	EA	...	...	
633	...	1	EA	...	...	
634	...	1	EA	...	...	
635	...	1	EA	...	...	
636	...	1	EA	...	...	
637	...	1	EA	...	...	
638	...	1	EA	...	...	
639	...	1	EA	...	...	
640	...	1	EA	...	...	
641	...	1	EA	...	...	
642	...	1	EA	...	...	
643	...	1	EA	...	...	
644	...	1	EA	...	...	
645	...	1	EA	...	...	
646	...	1	EA	...	...	
647	...	1	EA	...	...	
648	...	1	EA	...	...	
649	...	1	EA	...	...	
650	...	1	EA	...	...	

# MINUTE BOOK 92

Item #	Description	Quantity	Unit	Category	Value	Notes
651	...	1	EA	...	...	
652	...	1	EA	...	...	
653	...	1	EA	...	...	
654	...	1	EA	...	...	
655	...	1	EA	...	...	
656	...	1	EA	...	...	
657	...	1	EA	...	...	
658	...	1	EA	...	...	
659	...	1	EA	...	...	
660	...	1	EA	...	...	
661	...	1	EA	...	...	
662	...	1	EA	...	...	
663	...	1	EA	...	...	
664	...	1	EA	...	...	
665	...	1	EA	...	...	
666	...	1	EA	...	...	
667	...	1	EA	...	...	
668	...	1	EA	...	...	
669	...	1	EA	...	...	
670	...	1	EA	...	...	
671	...	1	EA	...	...	
672	...	1	EA	...	...	
673	...	1	EA	...	...	
674	...	1	EA	...	...	
675	...	1	EA	...	...	
676	...	1	EA	...	...	
677	...	1	EA	...	...	
678	...	1	EA	...	...	
679	...	1	EA	...	...	
680	...	1	EA	...	...	

Item #	Description	Quantity	Unit	Category	Value	Notes
681	...	1	EA	...	...	
682	...	1	EA	...	...	
683	...	1	EA	...	...	
684	...	1	EA	...	...	
685	...	1	EA	...	...	
686	...	1	EA	...	...	
687	...	1	EA	...	...	
688	...	1	EA	...	...	
689	...	1	EA	...	...	
690	...	1	EA	...	...	
691	...	1	EA	...	...	
692	...	1	EA	...	...	
693	...	1	EA	...	...	
694	...	1	EA	...	...	
695	...	1	EA	...	...	
696	...	1	EA	...	...	
697	...	1	EA	...	...	
698	...	1	EA	...	...	
699	...	1	EA	...	...	
700	...	1	EA	...	...	
701	...	1	EA	...	...	
702	...	1	EA	...	...	
703	...	1	EA	...	...	
704	...	1	EA	...	...	
705	...	1	EA	...	...	
706	...	1	EA	...	...	
707	...	1	EA	...	...	
708	...	1	EA	...	...	
709	...	1	EA	...	...	
710	...	1	EA	...	...	

**MINUTE BOOK 92**

For auction at GovDeals.

Item #	Description	Quantity	Unit	Location	Notes
1	HP 8300	1	EA	NA	HP 8300
2	Dell optiplex	1	EA	NA	Dell optiplex
3	Dell optiplex	1	EA	NA	Dell optiplex
4	HP z400	1	EA	NA	HP z400
5	HP z400	1	EA	NA	HP z400
6	HP z400	1	EA	NA	HP z400
7	HP z400	1	EA	NA	HP z400
8	HP z400	1	EA	NA	HP z400
9	Dell dimension	1	EA	NA	Dell dimension
10	Dell precision	1	EA	NA	Dell precision
11	HP 8000	1	EA	NA	HP 8000
12	HP DC7800	1	EA	NA	HP DC7800
13	Dell optiplex	1	EA	NA	Dell optiplex
14	Dell precision	1	EA	NA	Dell precision
15	HP 8200	1	EA	NA	HP 8200
16	HP 8200	1	EA	NA	HP 8200
17	HP dc7900	1	EA	NA	HP dc7900
18	Acer veriton	1	EA	NA	Acer veriton
19	HP 8200	1	EA	NA	HP 8200
20	HP dc7700	1	EA	NA	HP dc7700
21	Dell precision	1	EA	NA	Dell precision
22	HP dc7700	1	EA	NA	HP dc7700
23	HP 8000	1	EA	NA	HP 8000
24	HP 8000	1	EA	NA	HP 8000
25	HP 8000	1	EA	NA	HP 8000
26	HP dc7700	1	EA	NA	HP dc7700
27	Dell optiplex	1	EA	NA	Dell optiplex

APPENDIX 6

Model	Serial Number
HP 8300	MX12981x2c
Dell optiplex	Cryv3w1
Dell optiplex	Dzpykn1
HP z400	2ua14118t2
HP z400	2ua14118rh
HP z400	2ua14118r8
HP z400	2ua14118rj
HP z400	2ua14118r9
Dell dimension	J3vqb1
Dell precision	4b13yv1
HP 8000	Mx10441208
HP DC7800	Mx18330jv1
Dell optiplex	Jrm2qw1
Dell precision	Jzdjvw1
HP 8200	mx1291yt1
HP 8200	Mx1292185
HP dc7900	Mx194001f3
Acer veriton	X6xz06
HP 8200	2ua1271vzn
HP dc7700	2ua7370gdv
Dell precision	Fabocv1
HP dc7700	2ua7370gdx
HP 8000	Mx107wrq
HP 8000	Mx10390c45
HP 8000	Mx10390c4n
HP dc7700	mx17251c38
Dell optiplex	JRL2rw1

**Surplus**

**Chairs - 4**

The library does not have a loading deck, and staff are not available to assist with moving/loading.



**Side-by-Side Refrigerator - 1**

White, About 33" wide, 66" high, 29 3/4" deep. The library does not have a loading deck, and staff are not available to assist with moving/loading.



**Table - 1**

About 28.5" tall, 59" wide, 17.5". The library does not have a loading deck, and staff are not available to assist with moving/loading.



**CITY OF MOUNTAIN BROOK RETIREE MEDICAL INSURANCE MEMORANDUM OF UNDERSTANDING AND PARTICIPANT ACKNOWLEDGMENT (Resolution No. 2022-082 Adopted June 13, 2022)**

**RETIREE MEDICAL INSURANCE MEMORANDUM OF UNDERSTANDING AND PARTICIPANT ACKNOWLEDGMENT**

Whereas, the City of Mountain Brook, Alabama ("the City") offers qualifying employees that wish to retire access to the City's group medical insurance plan; and

Whereas, the City of Mountain Brook has adopted Resolution No. 02-072 making such continuing medical insurance offer open-ended (unless repealed by formal City Council action) for those employees of any age with at least 30 years of employment service with the City or for those employees age 60 and over with at least 15 years of employment service with the City; and

Whereas, periodically the City of Mountain Brook considers opening windows of opportunity for employees to retire and participate in the City's group medical insurance plan for employees of any age with at least 20 years of employment service with the City or for those employees age 60 and over eligible to draw disability or normal pension benefits with at least 10 years of employment service with the City; and

Whereas, employees that elect to retire and to participate in the City's group medical insurance plan do so with the following understandings and stipulations:

1. The duration of retiree medical insurance coverage shall last from the date of retirement until the following [earliest] date or event: a) thirteen (13) years from the date of retirement, b) until the retiree becomes eligible for Medicare coverage whether such entitlement is occasioned upon the retiree's age or disability, c) the date that the City no longer offers medical insurance to retirees, or d) the date that retiree medical insurance coverage is no longer offered by the City's medical insurer.
2. Retirees who, by whatever occasion, become eligible for Medicare coverage are required to notify the City of such eligibility so that participation in the City's group medical insurance plan may be cancelled (subject to applicable COBRA or similar laws). Failure by a retiree to notify the City of such Medicare eligibility exposes said retiree to substantial financial loss as coverage under the City's group medical insurance plan is cancelable retroactively to the date of Medicare eligibility regardless of when such eligibility is ultimately discovered or whether the retiree elects at the time of eligibility to opt out of the Medicare program.
3. Retirees are required to pay (in advance on or before the first day of each month) a portion of the retiree medical premium. Failure on the part of a retiree to pay such monthly medical insurance premiums, for whatever reason, or retirees who are habitually late in paying their medical premiums to the City is sufficient cause for the City to cancel such retirees' medical insurance coverage. Once a retirees' medical insurance coverage is cancelled, such coverage may not be reinstated.

4. The retirees' portion of the medical insurance premium is determined by the City and is subject to change periodically. Generally, retiree premiums are set by the City between November and December for the upcoming calendar year. However, more frequent retiree premium changes may be imposed at the sole discretion of the City Council.
5. Currently, the City offers medical insurance coverage through the Local Government Health Insurance Plan (LGHIP). Generally, LGHIP benefits (including, but not limited to, deductibles, co-payments, covered services, hospital and physician networks, etc.) in August with an effective date of implementation on the following January 1. However, the benefits inherent in the LGHIP plan are subject to change at the sole discretion of the LGHIP.

As evidenced by my signature below, I hereby profess and proclaim the following:

1. I have read and understand the aforementioned summary provisions of the City's group medical insurance plan with respect to my participation as a retiree of the City.
2. I understand that it is my sole responsibility to read and understand the administrative rules and other official literature concerning the LGHIP and that, should any provision of said literature conflict with any provision contained hereinabove or with any other statements (written or verbal) made by the City or an official thereof, the LGHIP policies and regulations shall prevail.
3. The City of Mountain Brook shall not be responsible for any financial or other loss that I may suffer as a result of a) my participation in the City's group medical insurance plan made available to me as a retiree or b) the subsequent cancellation of my coverage under said plan for cause as determined by SEIB or the City.

By: \_\_\_\_\_  
(Employee signature)  
\_\_\_\_\_  
(Printed name)  
Date signed: \_\_\_\_\_  
Effective date of retirement: \_\_\_\_\_

APPENDIX 7



CITY OF MOUNTAIN BROOK  
P. O. Box 130009  
Mountain Brook, Alabama 35213-0009  
Telephone: 205.802.2400  
Facsimile: 205.874.0611  
www.mtnbrook.org

To: Sam Gaston, City Manager  
cc: Mayor and members of the City Council  
From: Steven Boone  
Date: June 10, 2022  
Re: Retirement window analysis

Analyzing the financial implications of Early Retirement Incentive (ERI) programs is highly complex. The tendency is to compare cost savings from replacing senior personnel at the higher end of the salary schedule with entry level personnel taking into account the higher cost of retiree medical insurance. This approach does not take into consideration the costs of recruitment, training, overtime and/or the possible use of contractors during the transition period, lost institutional knowledge, and the effects on the post-employment benefit and pension plans (both of which require actuarial analysis). Historically, the City's ERI program has not been solely for short-term cost efficiencies but rather in recognition that the cost of medical insurance may limit its employees' ability to retire and the fact that the nature of many of the City's jobs are not well suited for older workers.

That being said, looking solely at the cost differential between a retiring firefighter/police officer and entry level person follows:

Year	Net Retiree Medical Premium	Longevity & Benefit (Savings)	Net Salary & Benefit (Savings)	Annual (Savings) Cost
Family Net Monthly Cost	\$ 1,478			
Medical trend & inflation	5.00%		2.00%	
1	\$ 17,760	\$ (5,230)	\$ (31,840)	\$ (19,320)
2	18,640	(5,230)	(29,530)	(16,120)
3	19,570	(5,230)	(26,970)	(12,630)
4	20,550	(5,230)	(24,130)	(8,810)
5	21,580	(5,230)	(20,990)	(4,640)
6	22,660	(5,230)	(17,540)	(110)
7	23,790	(5,230)	(13,740)	4,820
8	24,980	(4,390)	(9,570)	11,020
9	26,230	(4,060)	(5,000)	17,170
10	27,540	(3,690)	0	23,650
11	28,920	(3,380)	0	25,540
12	30,370	(3,070)	0	27,300
13	31,880	(2,770)	0	29,120
	<b>\$ 314,470</b>	<b>\$ (57,970)</b>	<b>\$ (179,310)</b>	<b>\$ 77,190</b>

Net present value discounted at 2% **\$ 53,334**

Note: The above illustration represents the aggregate cost (savings) over a 13-year period assuming medical costs increase at 5% annually. The results improve the shorter the period the retiree qualifies for medical coverage and as the salary of the retiring employee increases (see also below). The net cost in the above illustration is due to 1) the replacement employee's salary equals the retired employee's salary in year 9 and 2) the annual medical costs exceed the labor costs savings in the later years.

Running the same analysis assuming a retiring employee at grade 26 step 10 and new hire at grade 19, step 1, the cost savings increases significantly due to the larger wage disparity reduced for the the multiple pay step increases employees will receive due to promotions resulting from the position vacated by the retiree.

Year	Net Retiree Medical Premium	Longevity & Benefit (Savings)	Net Salary & Benefit (Savings)	Annual (Savings) Cost
Family Net Monthly Cost	\$ 1,478			
Medical trend & inflation	5.00%		2.00%	
1	\$ 17,750	\$ (7,350)	\$ (53,840)	\$ (43,540)
2	18,640	(7,350)	(46,090)	(34,780)
3	19,570	(7,350)	(41,810)	(28,690)
4	20,550	(7,350)	(40,830)	(26,630)
5	21,580	(7,350)	(40,470)	(25,240)
6	22,660	(7,350)	(37,800)	(22,490)
7	23,790	(7,350)	(34,810)	(19,370)
8	24,980	(6,520)	(31,460)	(15,000)
9	26,230	(5,180)	(27,730)	(10,280)
10	27,540	(5,820)	(23,560)	(5,800)
11	28,920	(5,510)	(19,450)	(1,040)
12	30,370	(5,200)	(15,340)	3,720
13	31,880	(4,880)	(11,260)	8,360
	<b>\$ 314,470</b>	<b>\$ (85,570)</b>	<b>\$ (679,620)</b>	<b>\$ (450,720)</b>

Net present value discounted at 2% **\$ (401,577)**

I recommend that the retirement window be re-opened beginning August 31, 2022 and remain open through April 30, 2023.

Agreement for Additional Consulting Services

Mountain Brook Junior High Drainage Improvements Study and Design

Design of Improvements Near Canterbury United Methodist Church

June 07, 2022

This AGREEMENT, entered into by and between The City of Mountain Brook, Alabama, hereinafter referred to as the Client, and Schel Engineering Company, Inc., hereinafter referred to as the Consultant, is for additional Consulting Services associated with the drainage improvements at Mountain Brook Junior High in Mountain Brook, Alabama. In this work improvements to roadway culverts at Pine Crest Road and channel improvements running parallel to Overbrook Road will be designed.

PROPOSED SCOPE & SERVICES

1. Additional Topographic Surveying

The Consultant would obtain certain additional topographic information in the vicinity of Pine Crest Road and the open channel lying adjacent to Canterbury UMC. The detailed scope is as follows:

- Obtain topography of the vicinity of Pine Crest Road where the culverts cross
- Obtain topography of channel below Pine Crest Road
- Process data and incorporate into design base file

Lump Sum Fee: \$ 4,500

2. Design of Drainage Improvements at Pine Crest Road and downstream channel

The Consultant would develop final design and prepare Construction Documents for improvements at Pine Crest Drive and downstream along the channel adjacent to Canterbury UMC. The detailed scope is as follows:

- Coordinate as required with Client
- Develop design and construction documents of improvements to culverts at Pine Crest Road
- Develop design of channel improvements downstream from culverts
- Development of specifications

Lump Sum Fee: \$ 16,450

3. Assistance with Bidding, Award, and Contracting

The Consultant would prepare the front-end documents for the bid process. The Consultant would manage the bid process, review the bids, and assist in the final selection of the Contractor to perform the work. The Detailed Scope is as follows:

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

Proposed Fee \$ 3,500

1

GENERAL TERMS AND CONDITIONS

1) Services performed under this Agreement will be conducted in a manner consistent with that level of care and skill exercised by members of the profession currently practicing under similar conditions. Plans, specifications, and submittals will be prepared in accordance with the written standards of the governing authorities having jurisdiction. Any extraordinary requirements for approvals will be considered additional services. Except as expressed herein, no other warranty, expressed or implied, is made. Nothing in this agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

2) Consultant agrees that, to the fullest extent permitted by law, it will defend, indemnify, reimburse and hold Client harmless from the expenses (including those for attorneys' fees, litigation costs and court expenses), damages (including those for bodily injury, death or damage to Clients' property or that owned by third parties) and losses that Client might incur that arise from the following types of claims, causes, suits or actions relating to the Project, the Project site, or Consultant's breach of its obligations under this Agreement (collectively, "Claims"):

(a) professional liability Claims by the Client against the Consultant to the extent caused by Consultant's negligent performance of its professional services contemplated hereunder (a "Professional Liability Claim"); provided that (i) Consultant's total liability for a Professional Liability Claim (including, but not limited to, those arising from its negligence, errors and omissions, or those alleging strict liability, breach of contract or breach of warranty) shall not exceed the minimum limits of the Consultant's Professional Liability insurance coverage required herein in subpart 7(a) below; and (ii) nothing in this provision obligates Consultant to indemnify Client from a Professional Liability Claims resulting from Client's negligence or willful misconduct;

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

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

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

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

4. Construction Administration

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

- Review of shop drawings
- Construction observation to be performed on an as-needed basis and at the direction of the Client
- Attendance at OAC meetings during construction
- Minor construction-related revisions – Revisions required as a result of field conditions or as agreed upon by the Client

Proposed Fee \$ 2,500 (hourly estimate)

NOT INCLUDED IN SCOPE OF WORK

1. Structural engineering
2. Landscape Architecture
3. Full Construction Engineering and Inspection (CEI), not assumed to be required
4. Construction Surveying
5. Major revisions after 100% design
6. Design of additional hard improvements south of Overbrook Road
7. ADEM Permitting and Inspections (project disturbance will be under one acre unless the expanded pond on the Hillside lot is constructed)

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

SCHEDULE OF UNIT RATES – EFFECTIVE THROUGH 12/31/2021

Senior Principal	\$ 275.00 per hour
Principal	\$ 200.00 per hour
Chief Land Surveyor	\$ 200.00 per hour
Senior Project Manager	\$ 150.00 per hour
Project Manager	\$ 140.00 per hour
Assistant Project Manager	\$ 130.00 per hour
Senior Professional	\$ 140.00 per hour
Project Professional	\$ 115.00 per hour
Staff Professional	\$ 100.00 per hour
Senior Designer / Survey Drafter / Specialist	\$ 100.00 per hour
Designer / Survey Drafter / Specialist 2	\$ 85.00 per hour
Designer / Survey Drafter / Specialist 1	\$ 75.00 per hour
Field Survey Party	\$ 175.00 per hour
Laser Scanning and Registration	\$3,000.00 per day
Modeler	\$ 125.00 per hour
Admin Support/Intern	\$ 70.00 per hour
Transportation	\$ 0.58 per mile

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

2

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

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

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

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

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

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

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

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

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

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

11) The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect.

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

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

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

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

16) Project Representative. Each party shall appoint a representative who shall coordinate with the other party on all matters related to the performance of the Services and the administration of this Agreement (the "Project Representative"). Any 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.

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

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

19) Consultant may not assign its rights, obligations or the benefits of this Agreement to any third party without the written consent of Client, which consent may be withheld for any reason.

20) This Agreement is made only for the benefit of the parties. It is not intended, nor shall it be construed, to grant or bestow any benefit, right or privilege to any third party.

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

22) Immigration Law Compliance. Consultant represents and warrants to Client that: (i) it does not knowingly employ, hire for employment, or continue to employ, in Alabama, an "unauthorized alien," as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, et seq., Code of Alabama 1975, as amended (the "Act"); (ii) it has enrolled or will enroll in the E-Verify program prior to performing any Services on the Project in Alabama and shall provide documentation establishing that it is enrolled in the E-Verify program. During the performance of this Agreement, the Consultant shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations; (iii) it will comply with all applicable provisions of the Act with respect to subcontractors, if any, that it engages on the Project by entering into an agreement with or by obtaining an affidavit from such subcontractors providing work on the Project in Alabama that such subcontractors are in compliance with the Act with respect to their participation in the E-verify program. Consultant further represents and warrants that it shall not hire, retain or contract with any subcontractor to work on the Project in Alabama which it knows is not in

compliance with the Act; and (iv) by signing this Agreement, it affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if Consultant is found to be in violation of this provision, it shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

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

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

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

(Signature Page Follows)

APPENDIX 8

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

CITY OF MOUNTAIN BROOK, ALABAMA (CLIENT)

By: Stewart H. Welch III  
Stewart H. Welch III

Its: Mayor

Date: 10-13-2022

SCHOEL ENGINEERING COMPANY, INC. (CONSULTANT)

By: Walter Schoel III

Walter Schoel III

Its: President

Date: \_\_\_\_\_

Below please print or type the following information for the individual to whom invoices for payment should be sent, and enter the names of the respective Project Representatives.

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

**From:** Currie, Nathan <NCurrie@sain.com> on behalf of Currie, Nathan  
**Sent:** Thursday, June 09, 2022 5:03 PM  
**To:** 'Sam Gaston'  
**Cc:** Ronald Vaughn; Bailey, Alicia  
**Subject:** RE: RE: [External Email] TAP grant  
**Attachments:** Montclair Rd\_FY 2023 TAP Application.pdf



# FY 2023 Transportation Alternatives Program

Sam, the TAP application is attached. It is complete except for the 2 items highlighted on page 9...the City's resolution and a letter from the City of Birmingham. We'll add those items in once they're complete. If you have any comments or would like to make any changes, please let me know.

The total cost of the improvements in the application would be approximately \$1.14 million, with that being \$800K federal and \$340K local, and we've specified in the application that no additional right of way will need to be purchased for the project. However, as I had previously put in email, the segment between Memory Lane and Mountain Brook Park will be especially challenging and detailed survey could reveal that it's not feasible to construct that segment without additional ROW or significant utility impacts.

If the City gets the grant and survey reveals the need for ROW or utility impacts, the project could be reduced to eliminate that segment, or the City could purchase the needed ROW using the same process that was followed for the Dunbarton Drive TAP project. I didn't want the prospect of ROW to hurt the application, but I also wanted the application to request the maximum grant amount in case this segment is feasible to build within ROW. If overall cost becomes a concern, we could also use the same approach as Hagood, where some of the work was included as a bid alternate.

**Nathan Currie, P.E.**  
**Sain Associates**  
 Direct: 205.263.2129  
 Mobile: 404.983.7379

**From:** Sam Gaston <gastons@mtnbrook.org>  
**Sent:** Tuesday, June 7, 2022 10:14 AM  
**To:** Currie, Nathan <NCurrie@sain.com>  
**Cc:** Ronald Vaughn <vaughnr@mtnbrook.org>; Bailey, Alicia <abailey@sain.com>  
**Subject:** RE: [External Email] TAP grant [Filed 07 Jun 2022 11:01]

I will contact her again. Still no word from Birmingham P/R Dept

Samuel S. Gaston  
 City Manager  
 City of Mountain Brook, AL  
 56 Church Street  
 P.O. Box 130003  
 Mountain Brook, AL 35213  
 (205) 802-3803 Phone  
 (205) 870-3577 Fax



## City of Mountain Brook Project Application for Installation of Sidewalk along Montclair Road

APPENDIX 9

### ALABAMA DEPARTMENT OF TRANSPORTATION



#### FY 2023 Transportation Alternatives Set-Aside Program Application

##### A. Provide the Sponsoring Agency

Sponsor Entity: City of Mountain Brook, Alabama  
 Mayor/Chairman: Mr. Stewart Welch  
 Contact: Mr. Stewart Welch  
 Contact Title: Mayor  
 Mailing Address: 56 Church Street, Mountain Brook, AL 35213  
 Phone: (205) 879-5001  
 Email: stewart@welchgroup.com

Project Manager: Mr. Sam Gaston  
 Title: City Manager  
 Mailing Address: 56 Church Street, Mountain Brook, AL 35213  
 Phone: (205) 802-3803  
 Email: gastons@mtnbrook.org

##### B. Describe in detail the proposed project improvements and list all eligible TAP activities included in the project. Identify the point(s) of origin, important intermediate destinations, and point(s) of termination. Indicate if the project is/was part of a phased construction plan, or part of a larger comprehensive master plan.

The city of Mountain Brook is proposing new, concrete sidewalk along Montclair Road to provide an important and safe pedestrian link between surrounding neighborhoods, Ramsay Park, and nearby Crestline Village, with its associated restaurants, businesses, and various public facilities. The proposed improvements would extend from Country Club Road to Mountain Brook Park Drive. Citizens along the project corridor have requested the proposed improvements to allow them a safer accommodation to walk to these destinations, as demonstrated by the attached petition prepared by nearby property owners.

There are currently multiple existing sidewalk segments along this corridor, but these individual segments are not connected to one another or to the larger sidewalk network within the area. Between these existing segments, there is currently a worn path along the road shoulder which reveals the everyday usage that this path receives. To complete the desired connections, the project will require approximately 3500 LF of 5' sidewalk. Existing curb and gutter will be retained in many areas. ~~When the City Agrees to Construct the Sidewalk, the City will be required to improve pedestrian safety adjacent to the busy roadway.~~

Starting at the existing sidewalk on Country Club Road, the new sidewalk will follow Country Club Road to its intersection with Montclair Road. At this point, the sidewalk will pass along the northern perimeter of Ramsay Park, rather than along the shoulder of Montclair Road. The existing road shoulder in this area consists of guardrail followed by a steep drop down to a drainage ditch, where some existing utilities are visible within the ditch. As a result, the sidewalk is proposed beyond the existing drainage ditch, in the location of an existing pedestrian path, which seems to be the most logical and cost-effective location for the sidewalk. In this location, the sidewalk will not conflict with the park activities or marked sports fields.

After passing along the perimeter of the park, the sidewalk will connect to a stretch of existing sidewalk adjacent to Brookshire Place. New sidewalk will resume on the eastern side of Brookshire Place and continue along Montclair Road until it connects to another existing sidewalk, just northeast of Gaywood Circle. At the other end of this current sidewalk, the proposed sidewalk will resume and extend to Memory Lane, where it will connect to a larger sidewalk network, and then continue to the termination of the proposed improvements at Mountain Brook Park Drive. All of the above improvements would be constructed on the south side of Montclair Road.

Along the north side of Montclair Road, a new sidewalk segment would also be proposed from the Courtyards of Mountain Brook neighborhood to extend to the east and connect to the existing sidewalk along Memory Lane. Figure 1 below shows the path of the proposed improvements, and this map has also been attached at the end of the application in larger detail.



June 13, 2022

Figure 1. Proposed Sidewalk



and provide continuous, non-motorized access for these residents to recreational parks (i.e., Ramsay Park), a U.S. postal office, Crestline Elementary School, and Crestline Village, where public facilities like O'Neal Library and Mountain Brook City Hall are located.



List of Eligible TAP Activities

1. Construction, planning, and design of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, senior adults, and individuals with disabilities.
2. Construction, planning, and design of on-road and off-road trail facilities for pedestrians, bicyclists, and other nonmotorized forms of transportation. These can include sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting, safety-related infrastructure, as well as projects to achieve compliance with the Americans with Disabilities Act of 1990

C. Describe how the proposed project improvements meet the intent of the Transportation Alternatives Set-Aside Program; (Refer to the Competitive Selection criteria of the TAP Guidance).

• Promotes Safety

Currently, there are multiple existing sidewalk segments along this corridor. However, there are gaps between these segments where pedestrians are forced to walk along the narrow road shoulder where there are steep grades and minimal separation from the busy travel way. From the images below, it is clear the area is well-traveled. Pedestrians have communicated the need for a proper sidewalk to better ensure safety, as demonstrated by the attached petition prepared by nearby property owners.



• Increases Local Transportation Options

The 5' wide sidewalks will allow non-motorized users to safely travel to surrounding schools, parks, churches, and other points of interest. As a result, the overall public travel experience and mobility for non-motorized users will be enhanced.

• Provides Community Enhancements

As previously stated, the proposed project will complete a sidewalk network by connecting other existing sidewalks in the area. Implementing this path will link several neighborhoods,

• Local Commitment

The City of Mountain Brook is the sponsor for this project, and the City Council has adopted the attached resolution to demonstrate its support for the project. Mountain Brook has participated in previous TAP projects where they have been the primary sponsor, and fully understand their responsibilities in this project. The proposed improvements were included in the City's Master Sidewalk Plan, which has been attached for reference.

For the portion of the project located within Ramsay Park (City of Birmingham), proper contact with the city of Birmingham has been made and Birmingham is in favor of allowing the construction of the segment within Birmingham's park property. Record of this communication has been attached in the appendix. Birmingham will not be a financial partner in the project, and Mountain Brook will pay for the sponsor portion of the cost for the work to be done within the City of Birmingham's park.

In 2019, Mountain Brook was most recently awarded TAP funding for a proposed sidewalk along Hagood Street, which was also shown on the City's Master Sidewalk Plan. Construction began in August and is now in the close-out phase. The City of Mountain Brook plans on using the same project manager, Mr. Sam Gaston, from the Hagood Street sidewalk for the proposed Montclair Road sidewalk.

Public support for the proposed sidewalk is high, expediting this project and its' planning. The support can be seen in the attached petition, filled with the signatures of many members of the surrounding neighborhoods.

• Environmental Justice

The sidewalk will be ADA compliant, therefore improving accessibility in the area for those with disabilities. Furthermore, sidewalks encourage alternative transportation methods, therefore decreasing emissions produced by vehicles. No adverse effects on low or minority populations will occur.

D. Provide a detailed preliminary pay item estimate of the total project cost, the amount of Federal funds requested, the amount of the local match, and any additional funding committed by the sponsor. If the preliminary engineering (PE) is going to be a reimbursable phase of work, the estimated PE cost must be included in the detailed cost estimate.

Item No.	Item Description	Unit	Unit Price	Quantity	Total
1	Clearing and Grubbing	LS	\$ 1,000	31	\$ 31,000
2	Unclassified Excavation	CY	\$ 25	700	\$ 17,500
3	Borrow Excavation	CY	\$ 25	2600	\$ 65,000
4	Removing Valley Gutter or C & G	LF	\$ 20	150	\$ 3,000
5	Removing Fence	LF	\$ 15	200	\$ 3,000
6	Ornamental Handrail	LF	\$ 230	200	\$ 46,000
7	4" Thick Concrete Sidewalk	SY	\$ 75	1915	\$ 143,625
8	ADA accessible ramp	EA	\$ 2,000	20	\$ 40,000
9	6" Conc Driveway	EA	\$ 3,500	6	\$ 21,000
10	Valley Gutter or Curb & Gutter	LF	\$ 30	685	\$ 20,550
11	Storm Pipe	LF	\$ 85	350	\$ 29,750
12	Storm Inlet	EA	\$ 4,500	7	\$ 31,500
13	Culvert Concrete Extension	CY	\$ 2,000	17	\$ 34,000
14	Retaining Wall	SF	\$ 150	580	\$ 87,000
15	Crosswalk Striping	EA	\$ 1,500	6	\$ 9,000
16	Mailbox Reset	EA	\$ 650	2	\$ 1,300
17	Chain Link Fence (4 ft height)	LF	\$ 25	200	\$ 5,000
18	Utility - Water Meter Reset	EA	\$ 1,500	4	\$ 6,000
19	Utility - Water Valve Reset	EA	\$ 1,500	5	\$ 7,500
20	Silt Fence	LF	\$ 5	5050	\$ 25,250
21	Topsoil	CY	\$ 20	450	\$ 9,000
22	Soild Sodding	SY	\$ 10	4000	\$ 40,000
23	Shrub (to replace privacy shrubs)	EA	\$ 120	75	\$ 9,000
24	Construction Signs	SF	\$ 10	350	\$ 3,500
25	Channelizing Drums	EA	\$ 45	115	\$ 5,175
26	Roadway Sign Relocation	EA	\$ 250	11	\$ 2,750
27	Vehicle Loop Detector	EA	\$ 500	2	\$ 1,000
28	Non Metallic Conduit	LF	\$ 10	250	\$ 2,500
29	Ped Signal Head	EA	\$ 2,750	1	\$ 2,750
30	Pedestal Pole and Foundation	EA	\$ 5,500	1	\$ 5,500
31	Mobilization (9.7%)	LS	9.7%	1	\$ 68,691
32	Geometric Controls (1.3%)	LS	1.3%	1	\$ 9,696
33	Contingency	LS	10.0%	1	\$ 73,804
					Construction Total : \$ 851,000
					Construction Engineering and Inspection (15%) : \$ 130,000
					Preliminary Engineering (15%) (considered eligible expense up to 10% of total project cost) : \$ 149,000
					TOTAL ESTIMATED PROJECT COST: \$ 1,140,000

E. Identify ownership of all properties located inside the project footprint. If the acquisition of minor right-of way or property is necessary, please include a detailed description, an estimate of any associated cost that may be incurred, and letters of support from the affected property owners. Please include photos of these locations and locate these photos on a map.

No acquisitions are anticipated as the proposed work will be done in Mountain Brook right-of-way and within City of Birmingham park property. There are some stretches along Montclair Road where tall landscaping is being used to block noise and the view of the roadway. Some of these may require removal but to minimize the effect to these adjacent property owners, the improvements will include replacing some of these screening shrubs just beyond the proposed sidewalk. Moreover, part of the sidewalk between Memory Lane and Mountain Brook Park Drive will require replacement and a potential extension of an existing retaining wall to keep the sidewalk in the city's right-of-way. These associated construction costs have been factored into the preliminary cost estimate.



F. Identify the location of existing utilities in conflict with the project. If any utilities or service connections will need to be relocated, please include a detailed description, an estimate of any associated cost that may be incurred, and letters of support from the affected utility owners.

There are some existing utilities (i.e., utility poles, manholes, water meters) in conflict with the sidewalk. However, the city of Mountain Brook intends on avoiding relocation of these facilities, with the exception of a few water meters or valves. Some of these utilities are pictured below.



Include any supporting photographs, maps, drawings, or plans necessary to support the project application (all in Color).

G. Identify any cultural or environmental resources potentially impacted by the project. Please include detailed time frames and costs associated with coordinating through the State Historic Preservation Office, U.S. Fish and Wildlife Service, U.S. Army Corps of Engineers, or any other effected resource agency. If there are any historic buildings, homes, or structures that will be impacted by the project, please include photos of these locations and locate these photos on a map.

Attached:

- Site photos along project corridor
- Project Limits and Typical Section Map
- City of Mountain Brook Resolution No. \_\_\_\_\_
- Mountain Brook Master Sidewalk Plan
- Letter from City of Birmingham expressing support of improvements within Ramsay Park
- Petition for proposed improvements by adjacent homeowners

The sidewalk will be installed in Mountain Brook right-of-way and within City of Birmingham park property. There are no expected cultural resources, social, or environmental impacts.

H. List any clearances or permits that will be required and include letters of support if possible.

All the work will be performed in the city's right of way, except for a small section of sidewalk, near Ramsay Park. This segment will be within the city of Birmingham's park property; however, the city of Birmingham has expressed a willingness to work with the city of Mountain Brook to allow the construction of this section.

I. Describe the life expectancy of the project. Identify the agency responsible for maintenance, the anticipated maintenance activities, and the funding source for maintenance efforts.

Typically, the city sidewalks have a life expectancy of at least 30 years. The city has an annual maintenance budget of \$50,000 for sidewalk and curb repairs City-wide. The city engages a contractor (Precision Cutting) on a yearly basis to assess our sidewalks and repair any minor trip hazards. Major repairs or replacement are performed by the city. For Montclair Street, we anticipate \$1,000/year over the 30-year life expectancy to be necessary for addressing minor and major maintenance of this sidewalk.

J. Provide any documentation related to environmental justice consideration.

None attached.

K. Provide any additional comments the sponsor wishes to be considered, including any letters of support from elected officials, local agencies, or property owners.

The City of Mountain Brook takes great pride in our sidewalks as our City mission is to enhance the quality of life for our residents. With the development of our master plan, we sought public comments and have incorporated their feedback into our planning and development of projects. Montclair Road has been one of the most requested sections of sidewalk, as documented in the attached petition, which has increased its priority for installation.

Montclair Road Sidewalk – Site Photos



1) Dirt path, along Ramsay Park north perimeter (Montclair Road and guardrail to the left)



4) Downtown Mountain Brook, located on Church Street – looking South



2) Ramsay Park, located on Montclair Road



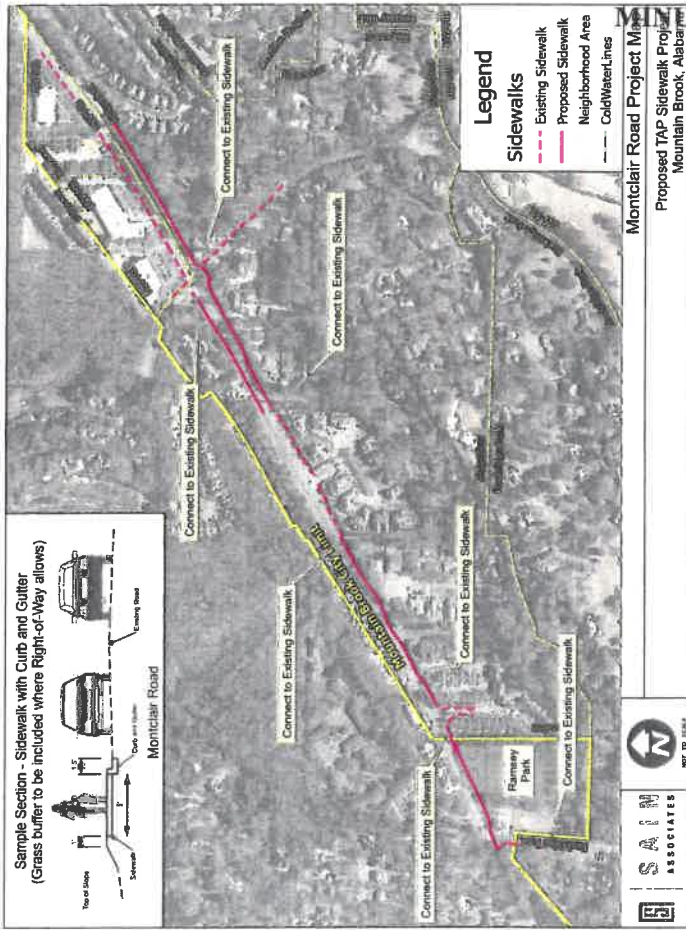
5) O'Neal Library in Downtown Mountain Brook, located on Oak Street



3) Mountain Brook City Hall, located on Church Street.



6) Crestline Elementary School in Downtown Mountain Brook, located on Jackson Boulevard



**MEMO**

TO: Sam Gaston, City Manager  
 FROM: Lee Gewin  
 DATE: March 23, 2022

Attached are signatures of citizens who are strongly supporting the addition of a sidewalk on Montclair Road; there are many more that have expressed interest. The project has been unanimously endorsed by the five contiguous neighborhood Homeowners Associations: The Courtyards of Mountain Brook, Mountain Brook Park, Village Place, Morningside Owners Association and Brookshire Place. In addition, it has 100% support of the residents of Gaywood Circle.

Also attached are a few letters that were given to me; they are intended for the City Council.

Please let me know what the appropriate next step is.

APPENDIX 9

March 2022

To: City Council of Mountain Brook

From: Residents of Mountain Brook

Re: Petition for much-needed sidewalks to mitigate safety issues

**PETITION FOR THE CITY COUNCIL OF MOUNTAIN BROOK**

Whereas there are at least 113 residences that are a significant source of tax revenue for the City of Mountain Brook in the three-block stretch of Montclair Road between Country Club Road and Memory Lane;

And whereas there are an additional 46 homes in Mountain Brook Park in the block that stretches from the other side of Memory Lane down Montclair Road;

And whereas the only pedestrian access for these residents at this time is a treacherous stretch of unpaved shoulder that clings precariously to Montclair Road, a heavily travelled thoroughfare;

And whereas most of these homes do not burden the city budget with school age children and also assume full responsibility for privately paving the roads in front of their homes;

And whereas many of the neighbors have for more than five years requested that critical safety measures be installed in order to allow safe walking passage off Montclair onto Memory Lane, then to Crestline Village and beyond;

We the undersigned respectfully petition the City of Mountain Brook and members of the Mountain Brook City Council to review with all the seriousness due our request to assure the safety and accessibility of Mountain Brook residents by installing a sidewalk on Montclair Road.

March 17, 2022

To: City Council of Mountain Brook  
 From: Residents of Mountain Brook Park

Re: Petition for much-needed sidewalks to mitigate safety issues

We would like to note that we are grateful for previous measures to prune back some of the trees and shrubs from the curb to allow a sliver of access to and from Memory Lane by way of Montclair Road, but it is still far from safe. In fact, because it is somewhat hidden by high hedges, it poses additional danger because drivers, who more often than not are moving at a very fast clip, cannot see walkers treading carefully along this pathway. We invite you to come try it sometime.

**PETITION FOR THE CITY COUNCIL OF MOUNTAIN BROOK**

Whereas there are at least 113 residences that are a significant source of tax revenue for the City of Mountain Brook in the three-block stretch of Montclair Road between Country Club Road and Memory Lane;

And whereas there are an additional 46 homes in Mountain Brook Park in the block that stretches from the other side of Memory Lane down Montclair Road;

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And whereas most of these homes do not burden the city budget with school age children and also assume full responsibility for privately paving the roads in front of their homes;

And whereas many of the neighbors have for more than five years requested that critical safety measures be installed in order to allow safe walking passage off Montclair onto Memory Lane, then to Crestline Village and beyond;

We the undersigned respectfully petition the City of Mountain Brook and members of the Mountain Brook City Council to review with all the seriousness due our request to assure the safety and accessibility of Mountain Brook residents by installing a sidewalk on Montclair Road.

*Lee Gewin* 143 Mountain Brook Park  
 June 13, 2022

March 18, 2022

Members of the Mountain Brook City Council:

The homeowners of Mountain Brook Park, which consists of 46 units and more than 70 residents, ask for the city's consideration to install a sidewalk from our neighborhood to the Memory Lane intersection.

The primary reason for this request is simple -- safety. Without a doubt, the primary reason for this request is for the safety of our older Mountain Brook residents. The majority of owners in Mountain Brook Park are older and enjoy walking to and from Crestline Village. Right now, the problem is they have to negotiate trash, debris, and Montclair Road traffic to get to the Memory Lane intersection and to safely get to a sidewalk.

For context, this request was included on the 2017 Mountain Brook City Master Plan. However, it was re-prioritized and soon forgotten.

However, our growing concern for our residents' safety compels us to make this request again. We join the voices of other residents along this stretch of Montclair Road in petitioning the Mountain Brook City Council to seriously consider this request and, ultimately, allow a sidewalk to be installed.

If necessary, we are more than happy to meet with any member of the City Council, speak at a Council meeting, meet with City planners, etc. Just say the word and we will be there.

Thank you for your consideration.

Bret Phippen, president: hhippen3@aol.com; 205.531.0964  
Susan Mee: susan.mee@att.net; 205.918.8377  
Erakine Ramsay: erskine.ramsay2@gmail.com; 205.441.6696  
Carol Wood: csw8a@virginia.edu; 205.552.9805  
Dorothy McDaniel: dorothy@dorothymcdaniel.com; 205.568.8086  
Mountain Brook Park condo association board

March 2022

To: City Council of Mountain Brook

From: Residents of Mountain Brook

Re: Petition for much-needed sidewalks to mitigate safety issues

PETITION FOR THE CITY COUNCIL OF MOUNTAIN BROOK

Whereas there are at least 113 residences that are a significant source of tax revenue for the City of Mountain Brook in the three-block stretch of Montclair Road between Country Club Road and Memory Lane;

And whereas there are an additional 46 homes in Mountain Brook Park in the block that stretches from the other side of Memory Lane down Montclair Road;

And whereas the only pedestrian access for these residents at this time is a treacherous stretch of unpaved shoulder that clings precariously to Montclair Road, a heavily travelled thoroughfare;

And whereas most of these homes do not burden the city budget with school age children and also assume full responsibility for privately paving the roads in front of their homes;

And whereas many of the neighbors have for more than five years requested that critical safety measures be installed in order to allow safe walking passage off Montclair onto Memory Lane, then to Crestline Village and beyond;

We the undersigned respectfully petition the City of Mountain Brook and members of the Mountain Brook City Council to review with all the seriousness due our request to assure the safety and accessibility of Mountain Brook residents by installing a sidewalk on Montclair Road.

Rita Bean 3800 Montclair Road #108, Mountain Brook, AL 35213  
Sandy Bean 3800 Montclair Road, #108, Mt. Brook, AL 35213  
Lucile White 3800 Montclair Rd #106 Mt. Brook

APPENDIX 9

- Janet Hall #117
- Angela Gray #102
- Jo Ann & Mike #148
- Phoebe Maudersoon #160
- Sig Jones
- Carlynn Martin 144
- David Martin 144
- Christy Kelle #162
- Ma. Ann #162
- Dee Davis #151
- John Sparks 151
- Kay Formby 180
- Bob Formby 180
- Barrara Chapman 182
- Debra Williams 184
- Karen & Lora Jane Ball 186
- Lucia & Will #100
- Purnelle Cinnella 106
- Brad Tomlin 106
- Janice Estep 148

- Janet Hall 109
- Rena & Humphrey 109
- Walt Mann 111
- Christy Kelle 113
- Betty Jackson 115
- Corey Jackson 115
- Julia C. Wells 125
- Tom Wells 125
- Betty Maudersoon
- Daryl Hill 132
- Katherine Hill 132
- Cynthia Burroughs # 130
- Lindsay Banyon # 130
- Lin Roberts 149
- Burgin H. Tomlin 128
- J. S. Tomlin III 128
- Carol Wood 119 M.B.P.
- Susan Mee 140 M.B.P.
- Reid Daniel Meyer #125 M.B.P. (with permission)

MINUTE BOOK 93

Alexis Cooper	147
Bob Cooper	147
Lucy Nguyen	167
Jessica McCall	167
Patricia Ponder	135
Shirley Ponder	150
John M. Thomas	133
Rebecca P. Thomas	133
Elizabeth D. Hargett	141
David P. Miller	141
Paul R. Miller	140
James O. Ramsey	190
Raymond L. Rogers	220 103
John P. McDonald	108
James P. McDonald	170
James P. McDonald	166
Jana D. Ryan Keith	131 (with permission by CSW)
John Keith	131
David Walter	192 (with permission by CSW)
David Anne Robertson	149 (with permission by CSW)

No. 63

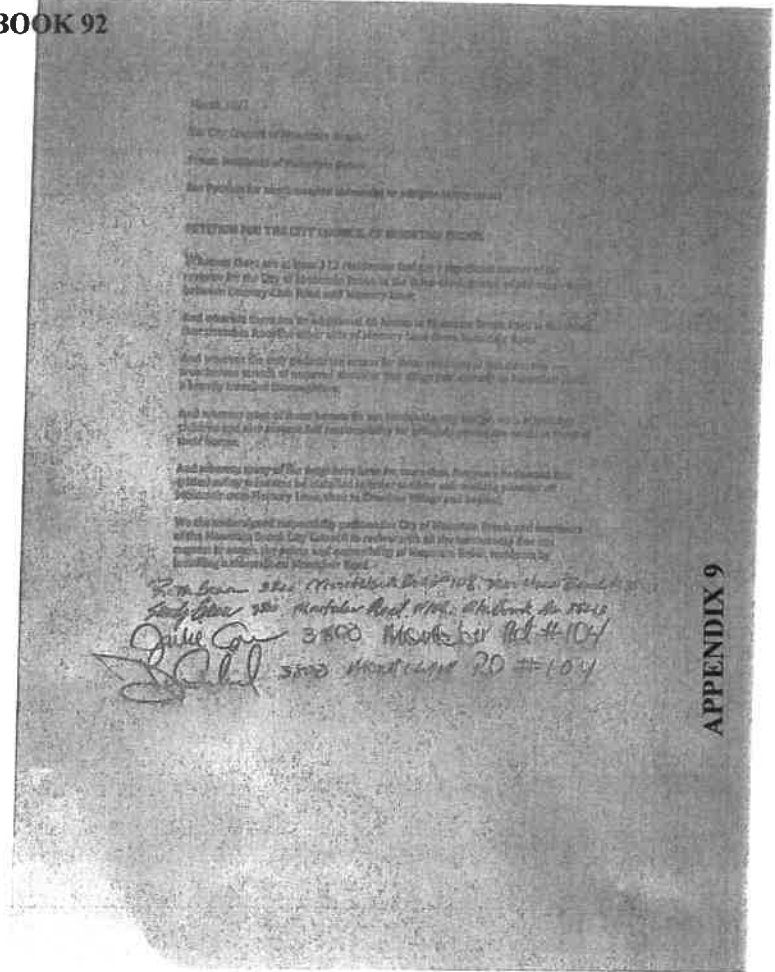
1. Kayy Carroll
2. John Carroll
3. Walter Dean
4. Bentley Carroll
5. Jimmy Rice
6. Haled Ray
7. Larkin Ray
8. Miller Ray
9. Ryan Ray
10. Annette J. Dean
11. John Robertson
12. Will Robertson
13. Holly Ryan
14. Bruce Ryan
15. Anna Ryan
16. Kate Ryan
17. William Ryan
18. Nancy Brown
19. Frances Brown
20. Vandy Wade
21. Jimmie Wade
22. Pat Wade
23. Sherry Robinson
24. Phil Robinson
25. Anneli Butler
26. Beau Butler
27. Lindsay Cripps
28. Tai Cripps
29. Amelia Cripps
30. Sam Cripps
31. Luke Carroll
32. Sam Carroll II
33. Laura Kate Schubert
34. Kyle Schubert
- 35.
- 36.
- 37.
- 38.

APPENDIX 9

1. Lee Allison
2. Jay Lown
3. Roger Thomas
4. Bill Thomas
5. Julia Ann Cleary
6. Marvin B. (Joe) Cleary
7. John Richardson
8. Olivia P. Richardson
9. Julia Richardson
10. Rose Dyer
11. Anne Suttle
12. Glen Shanks
13. Cathy Hosh
14. Dalton Blankenship
15. John Blankenship
16. Margaret Rayner
17. James Rayner
18. Nancy Harker
19. Bill Harker
20. James Harker
21. William G. Gintree
22. Rose Bruce

- Ann & No Howay 3834 Montclair Rd.
- Robert K. Givens 3824 Montclair Rd
- Virginia Gross 3914 Montclair Rd
- Arthur Press 3822 Montclair Rd
- Joann Librant 3828 Montclair Rd
- Kathleen B. Hawkins 3836 Montclair Rd
- Tony Robbin 3806 Montclair Rd
- Marie Robbin 3804 Montclair Rd
- Robert C. Ruffo 3840 Montclair Rd
- Rosie V. White 3840 Montclair Rd
- Carter Beck 3824 Montclair Rd
- Cam Beck Jr 3824 Montclair Rd
- Solie M. Beck 3820 Montclair Rd 13
- John Beck 3810 Montclair Rd
- John Beck 3816 Montclair Rd
- Jeff Mando Court yard
- Jay Hernandez Calfordana
- Samuel Vaido Court yard June 13, 2022
- Huron Taylor 3816 Montclair Rd

Lisa King 3838 Montclair Rd  
 Jack Terry 3838 Montclair Road  
 Markie Davis 3812 Montclair Rd.  
 Gordon Thomas 3812 Montclair Rd.  
 Caroline M Heck 3818 Montclair Rd.  
 Lindsay Lottell 3828 Montclair rd.  
 Tallulah Decker 3828 Montclair rd.  
 Candis McGowan 3808 Montclair Rd



**Brookshire Place- Home Owners Association**

The Board of Directors of the Brookshire Place Home Owners Association hereby approves unanimously, on behalf of all 36 Brookshire Place homeowners, the desperate need to a safe walkway along Montclair Road between Country Club Road and Memory Lane.

*Richard S. Abernethy*

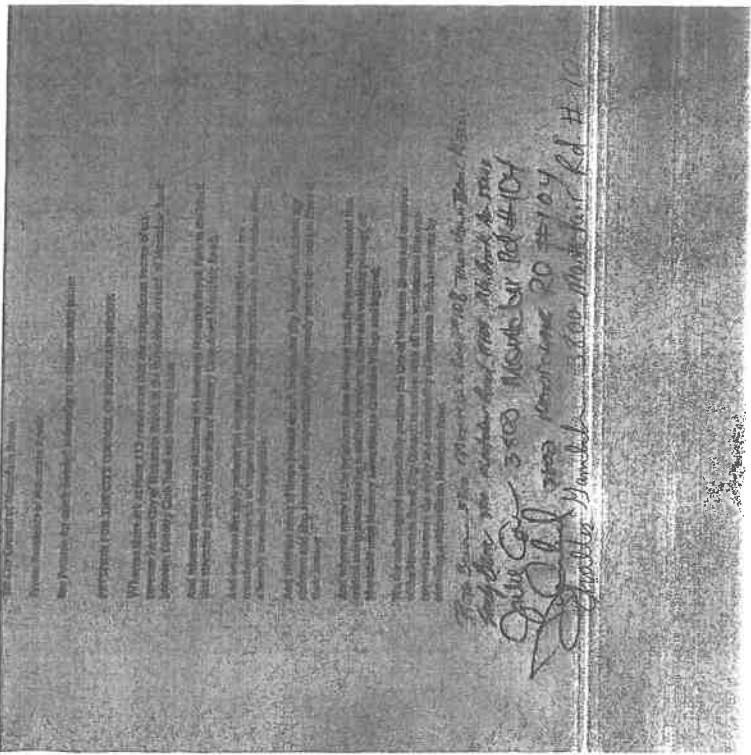
Richard S. Abernethy

President

Brookshire Place Homeowners Association

Attached:

All homeowners names and addresses



Brookshire Place Directory

Name	Unit#	Telephone#	Email	Comments
Griffin, Louise (Carmie)	2016-4	(H): (205) 871-4958 (C): (205) 916-8846	carmiegriffin@bcs.net	
Haskins, Elaine	2044-6	(H): (205) 309-0108	ehaskins@bcs.com	
Kennedy, Susan	2205-2	(C): 205-815-8739	sukennedy@bcs.com	
Kidd, Leigh	2207-2	(C): 205-865-8372	leighkidd@bcs.com	
King, Christine M.	2114-4	(H): (205) 710-8543	christina@bcs.com	
Kirkland, Colle Lane	2202-2	(H): (205) 612-3599	colle@bcs.com	
Lee, Frank M.	2206-2	(H): (205) 932-4114 (C): (205) 907-8438	franklee@bcs.com	
Lee, Shirie Lynn	2209-2	(H): (205) 935-4114 (C): (205) 307-8956	shirielee@bcs.com	Additional Homeowner
Long, John C.	2208-2	(H): (205) 871-2508 (H): (205) 878-0881	johnlong@bcs.com	
Mandy, Brenda	2233-3	(H): (205) 871-7402	bmandy@bcs.com	
Mann, The Estate of	2208-1			Board of Directors
Mears, Ruth	2221-6	(C): (205) 838-0818	ruthmears@bcs.com	
Ferry, Charles W.	2230-4	(C): (205) 898-4870	charles@bcs.com	

Brookshire Place Directory

Brookshire Place Directory

Name	Unit#	Telephone#	Email	Comments
Perry, Lee Outley	2231-4	(C): (205) 897-4110	leeperry@bcs.com	Additional Homeowner
Pittman, W. Lee	2201-2	(C): (205) 322-8090 (C): (205) 614-4626	wlee@bcs.com	
Pittman, Becky	2231-2	(C): (205) 899-5309	beckypitt@bcs.com	Additional Homeowner
Quinn, Ralph	2235-3	(C): (205) 960-0173	ralphquinn@bcs.com	
Quinn, Babs	2232-3	(C): (205) 915-1540	babsquinn@bcs.com	
Ray, William	2236-6	(H): (205) 870-1207	william@bcs.com	
Sharp, Lillian J.	2201-2	(H): (205) 870-1207	lillian@bcs.com	
Stephens, Arthur	2222-6	(H): (205) 939-8038 (C): (205) 933-5782	arthurstephens@bcs.com	
Stephens, Carol	2235-6	(H): (205) 638-6038	carolstephens@bcs.com	
Tammill, Melody	2218-6	(C): (801) 488-8626	melodytammill@bcs.com	
Taniguchi, David	2211-6	(C): (901) 826-8626	taniguchi@bcs.com	
Thompson, Elizabeth B. (Rhett)	2211-2	(H): (205) 870-0811 (C): (205) 902-6701	rhett@bcs.com	

\*\*\* Please note that the Unit number is followed by dash (-) and the Building Number follows. \*\*\*  
 \*\*\* This Directory is for the exclusive use of the community and the information contained in it is not to be shared outside the Association. \*\*\*

Brookshire Place Directory

Name	Unit#	Telephone#	Email	Comments
Abernethy, Charlson	2212-4	(H): (205) 888-1081 (C): (205) 867-9870	charlson@bcs.com	Board of Directors
Abernethy, Richard	2212-4	(H): (205) 878-8016 (C): (205) 904-3381	rich@bcs.com	Additional Homeowner
Abernethy, Laura	2212-4	(H): (205) 878-8016 (C): (205) 807-5015	laura@bcs.com	
Allison, Dan	2215-6	(C): (205) 542-2674	dan@bcs.com	
Allison, Lucy	2215-6	(C): (205) 567-5828	lucy@bcs.com	
Athton, Edward	2217-6	(C): (205) 834-6845	ed@bcs.com	Board of Directors - Secretary
Bibb, Peyton	2214-4	(H): (205) 878-8778 (C): (205) 401-1487	peyton@bcs.com	
Bibb, Chndy	2214-4	(H): (205) 708-8361 (C): (205) 708-8361	chndy@bcs.com	Additional Homeowner
Blair, Shelia	2309-4	(H): (205) 871-8663 (C): (205) 916-8691	shelia@bcs.com	
Blair, Clarence	2309-4	(H): (205) 871-8663 (C): (205) 307-8189	claire@bcs.com	Additional Homeowner
Bredley, Becky	2212-1	(H): (205) 878-9646 (C): (205) 615-7344	becky@bcs.com	
Bundy, Dan H.	2215-6	(C): (205) 900-1322	dan@bcs.com	
Bundy, Teri L.	2215-6			

Brookshire Place Directory

Name	Unit#	Telephone#	Email	Comments
Chubbick, Jeff	2208-1		jeff@bcs.com	
Chubbick, Rita	2202-1	(C): (205) 821-8857	rita@bcs.com	
Clemens, John D	2316-4	(C): 205-831-5773 (John);	john@bcs.com	Additional Homeowner
Clements, Janis P	2316-4	(C): 205-666-7498 (Janie);	janis@bcs.com	
Compton, Richard	2321-3	(C): (205) 837-0944;	rich@bcs.com	
Cooksey, Mark Louise	2318-4	(H): (205) 876-1874 (C): (205) 780-2605	mark@bcs.com	
Cox, Sherwood (Wooddy)	2204-1	(H): (205) 833-9188 (C): (205) 821-8682	wooddy@bcs.com	
Prince, Kathleen (Kat)	2204-1	(H): (205) 833-9188 (C): (312) 608-2225	kat@bcs.com	Additional Homeowner
Darwin, Miriam R.	2302-6	(H): (205) 871-1224	miriam@bcs.com	
deFonck, A. Fox	2328-6	(H): (205) 878-5811 (C): (205) 814-8877	fox@bcs.com	
deFonck, Sara Lynn	2328-6	(C): (205) 803-8929	sara@bcs.com	Additional Homeowner
Gansler, James	2300-6	(H): (205) 460-1414; (C): (402) 770-7285	jim@bcs.com	Board of Directors
Gansler, Nancy	2300-6	(H): (205) 480-1414; (C): (402) 770-7026	nancy@bcs.com	Additional Homeowner
Goldberg, Sylvia	2308-3	(H): (205) 878-9774	syvia@bcs.com	

- 1. ROBERT A. STEPHENS - 102 MOUNTAIN BROOK CIRCLE
- 2. Lawrence W. Greenlee - 305 Morningside Circle
- 3. Ann Henderson - 104 Morningside Cir.
- 4. Jean Brown - 323 Morningside Cir.
- 5. Jean Rich - 207 Morningside Cir.
- 6. Karen Pierce - 204 Morningside Cir.
- 7. ~~\_\_\_\_\_~~ 101 Morningside Cir.
- 8. \_\_\_\_\_

John M. Thomas  
 133 Mountain Brook Park  
 Mountain Brook, AL 35213  
 March 14, 2022

Mountain Brook City Manager  
 66 Church Street  
 Mountain Brook, AL 35213

RE: Sidewalk along the south side of Montclair Rd headed east from Memory Lane

Dear Sir,

Mountain Brook Park is along the south edge of Montclair Road and about 2 blocks east of Memory Lane. I, along with several other residents in our community, enjoy walking to Crestline Village to shop, go to the library, and walk in some of the beautiful neighborhoods in the area. There are sidewalks everywhere except for the 2 blocks along Montclair Road from our neighborhood to Memory Lane. The only way to walk to Memory Lane is to cross the five lanes of Montclair Road to get to the sidewalk in front of the businesses or to walk on a dirt path and in the street on our side of the road. Both of these options are dangerous and a little difficult for someone like me who is in his 70's.

I would appreciate the City of Mountain Brook installing a sidewalk along the south side of Montclair Road beginning at Memory Lane and heading east.

Sincerely Yours,

John M. Thomas

APPENDIX 9

refox

3/15/22, 1:06 PM

March 15, 2022

To: members of Mountain Brook City Council  
 Re: much needed sidewalk to along Montclair Road to Memory Lane

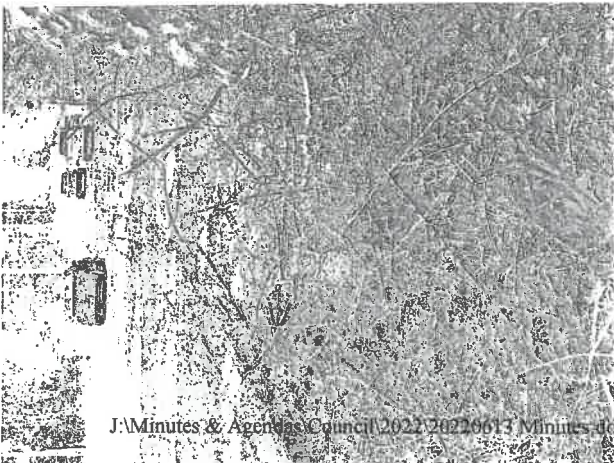
I often walk to Crestline from our townhomes in Mountain Brook Park and would greatly benefit from the addition of a sidewalk along Montclair Road from MBP to Memory Lane.

I have watched other members of our community walk down the side of the road to get to Crestline and it seems very dangerous. I typically cross the street, but this is also not ideal as there is no crosswalk and traffic can be heavy, particularly in the afternoon.

Putting a sidewalk along this stretch would make everyone walking from our neighborhood to Crestline a lot safer. Please let me know if there is anything further I can do to support this effort.

Perry Humphreys  
 Mountain Brook Park, 109

The crooked path is under  
 even more difficult by  
 branches that have been left  
 to rot.





March 14, 2022

To: Mountain Brook City Council

The recent front-page article in *Village Living* titled "Mountain Brook: A Fit City" reminded me just how fortunate I am to live in Mountain Brook – and how fortunate we are to have a municipal government that understands the importance of investing in infrastructure to improve the quality of life for all of us.

For many years, I have enjoyed walking my standard route of 7.5 miles several times a week. I leave my front door and walk a loop that passes through Crestline Village, Jemison Park, Mountain Brook Village, English Village, and finally home again. Happily, the majority of those 7.5 miles is extremely walkable on the already established system of sidewalks – with the exception of a small strip along Montclair Road.

I can't think of smaller sidewalk project that would connect more families – 46 homes – to the existing sidewalk network than to install a one from the entrance of Mountain Brook Park to the intersection of Montclair and Memory Lane. I also can't imagine a project that would so quickly improve the safety of our community.

Thank you for your attention to this much-needed addition to Mountain Brook.

Regards,

Jesse Bryson

143 Mountain Brook Park

Mountain Brook, AL 35213

**Robert E. Cooper**

**147 Mountain Brook Park**

**Birmingham, Alabama 35203**

March 11, 2022

Sam Gaston, City Manager

P. O. Box 130009

Mountain Brook, AL 35213

RE: Sidewalk on Montclair Road from Mountain Brook Park to Memory Lane

Dear Mr. Gaston:

My wife Alexis and I have lived in Mountain Brook since 1983, most of that time at 118 Overbrook Road. In 2018, we moved to Mountain Brook Park, and to say that we have loved living here would be an understatement. We cannot imagine living anywhere else.

One its greatest attributes is the comprehensive system of sidewalks connecting all areas of the city. I really enjoyed reading the article in the most recent *Village Living* about one of my good friends, Ralph Yelding, embarking on a project of walking all the streets of Mountain Brook. The sidewalks, of course, facilitate this being accomplished safely.

I am writing to urge you and the council to make it a priority to put in place a sidewalk from our neighborhood to Memory Lane. Walking along Montclair to Memory Lane and on to Crestline is treacherous on the best of days. Having a sidewalk in place for this small section would enhance the personal safety for walkers going to Crestline to shop or for lunch or dinner and would add to the overall aesthetic of Mountain Brook.

With kindest regards,

Robert E. Cooper

robcoop@aol.com / 205-914-8132

REC/

March 15, 2022

To: Mountain Brook City Council

Re: Sidewalk needed from Mountain Brook Park to Memory Lane

I am a resident of Mountain Brook Park and would like to plea my case for the addition of a sidewalk from the entrance of Mountain Brook Park to the red light at Memory Lane.

I am an avid walker and walk daily to the neighborhood around the Birmingham Country Club and into the neighborhood of Crestline. In order for me to do this, I have to either cross Montclair Road to a sidewalk or scale the curb on my side of the street to get to a sidewalk. Either way is extremely dangerous.

The traffic on Montclair feels even more intense now that there is turn only signal at the light. Cars are always traveling at a high rate of speed, which makes it nearly impossible to cross safely.

If I choose the other route in scaling the curb, I have to have excellent balance because one false move and you will end up on the hood of an oncoming car, again traveling at a high rate of speed. I have to say it takes the pleasure out of trying to do what I love to do everyday.

I know there is a lot involved in the process of a sidewalk, but the odds of someone getting hurt are extremely high. I hope that this will be given some hard consideration to help our community at Mountain Brook Park a safe place to walk, exercise, and enjoy the surrounding neighborhoods.

Sincerely,

Loretta Keller

162 Mountain Brook Park

Mountain Brook, AL 35218

March 15, 2022

Dear members of Mountain Brook City Council:

Please let me add my support to encourage the Mountain Brook City Council to vote to install a sidewalk along Montclair Road from Mountain Brook Park to the corner intersection. I have lived at Mountain Brook Park since 1997 and attended probably 99 percent of its Annual Meetings. I cannot remember one where the addition of a sidewalk was not discussed and strongly wanted.

Those brave souls taking the current path to the village risked life and limb. The rest of us faint-hearted didn't try it preferring safe to sorry.

Mountain Brook has such a fabulous network of sidewalks linking the city. It is an amazing achievement for all. I am so hopeful the decision will be made to add our segment to the network.

Sincerely,

Barbara Chapman

#182 Mountain Brook Park

To the City of Mountain Brook Planning Division,

I am pleased that my neighbors at Mountain Brook Park are submitting a request for consideration of a sidewalk that links our neighborhood with Crestline Village and beyond. I hope you will take my concerns to heart and act.

When my husband and I decided to downsize nearly five years ago we chose Mountain Brook Park to call home. We chose the location because of its proximity to the villages (Crestline, Mountain Brook and English) in The Country Club of Birmingham, the Mountain Trail and the Birmingham Botanical Gardens. We were further attracted by the promise of a, soon to be built, sidewalk along the south side of Montclair Road that would provide a walking path to Crestline Village and beyond. Living our other years in Mountain Brook was most important to us, especially to my husband. He has a special affection for Mountain Brook as Mr. Robert Jamison (Mr. Bob) was my husband's next-door neighbor on Belmont Road. "Mr. Bob" was a personable, charismatic man and did not hesitate to share his vision for a livable and lovable neighborhood with lots of tree cover and a recreational network of trails - about today! It's walking trails rather than paved trails - unencumbered by cars. I only wish I had known "Mr. Bob". We are blessed with spirits.

I thrive on long walks (8-10 miles, 5 times a week) communing with nature and my maker while taking hundreds of photos of nature along the way (which I share with others on Facebook). As a bonus, I am fit, carry less weight, have lower cholesterol, hypertension, and blood pressure. Unfortunately, my walks are encumbered by the traffic on Montclair Road as I learn and finish my walk. At certain times during the day Montclair Road is so busy that it is an opportunity. These days that I venture out with no sidewalk is like the end of the world. I hope so as I have been reminded that, "there is a sidewalk on the opposite side of Montclair Road that must cross is often a huge issue."

What does one do? I am asking for your assistance. Please consider:

- a. Putting in a sidewalk along the south side of Montclair Road.
- b. Putting a trail down the designated road next to Mountain Brook Park to hook up with Montingdale.
- c. Install a crosswalk light at the entrance of Mountain Brook Park for crossing Montclair Road.

In the twenty-five + + years we have lived in "The Park", there have been many excuses for not putting in the sidewalk (expensive, moving utility lines, opposition from neighbors, etc.) Though these excuses may still exist, please remember it is 2022. Times have and continue to change. For example, here at Mountain Brook Park our neighbors are much younger. They are advocates of exercise and many have dogs. (some more than one) They make references to habits communists. They prefer organic foods, some are Vegan. Phones and watches are top priorities. They strive to be environmentally friendly

by walking to the post office, library, pharmacy, bank, City Hall (to vote, etc.) community garden (for a nature fix). They want to walk to restaurants (in the evening), The Pig, Shoney's, the Pant Store (Yes, they spend money.) Some enjoy walking to the Jeanette Trail, the Country Club of Birmingham and One (me) for ABSOLUTE SURE heads for the BGA (Yes, from Mountain Brook Park). So, won't you please seriously consider our request for a safe walk as we visit, shop, enjoy our nearest village and surrounding areas.

Thank You for your time and consideration.

Burgh H. Fowlkes  
128 Mountain Brook Park  
Mountain Brook, AL 35213

Darrell Meyer, FAICP  
City Planning Consultant, Retired  
129 Mountain Brook Park  
Mountain Brook, AL 35213

March 12, 2022

Members of the City Council  
Mountain Brook, Alabama

Dear Members of the Council:

I write as a 25-year resident of Mountain Brook Park, and for most of that period, as a member of our Board of Directors, and also as a daily walker. Every morning (bazy days excepted), beginning and returning along Montclair Road and Jeremy Lane and passing through a good portion of the city along the streets that intersect our times beloved Villages. Most of those city streets (with the notable exception of Montclair) are paved with sidewalks on both sides that have provided me safe passage, saving me from shoring spaces with mean vehicle traffic which, during most of my walking times, tends to be both heavy and fast.

For much of the first fifteen or so years of my residency I had the distinct pleasure to provide professional city planning advice and counsel to members of both the City Council and Planning Commission. During that time I gained familiarity with much of the city and its growing pedestrian and motor vehicle traffic and issues and was pleased to witness contributing investments in pedestrian and vehicular safety measures, including the installation of sidewalks along many of our most heavily traveled ways.

Installation of a sidewalk along the southerly margin of Montclair is long overdue. Yours is the Council that has the opportunity to improve upon the safety of this area's many daily walkers. It is long overdue; I urge you to invest now.

Thank you for your service,



Darrell Meyer

From: Robert Ginwright  
bobginwright@gmail.com  
Subject: Sidewalks and curbs  
Date: Mar 15, 2022 at 1:30:24 PM  
To: Ann Holloway annholloway1@aol.com

There are many good reasons for living in the city of Mountain Brook but the beauty and access to walking areas has to rank high. Those of us who live along Montclair Road have had to grips with the fact that it is now a major highway serving areas to the East that are far out of our city. In our particular area the lack of curbs and sidewalks allow many utilities to dig to install underground lines without repairing the access areas, no curbs mean that this area is fair game for doing 180 degree changes in direction leaving dual wheel tracks and endangering the utility meters which serve our homes.

We understand that this area represents easement and is not owned by us, however, it effects the value and safety of our eighteen homes. We pay a private firm to cut this area so that it is done regularly. I for one would love to enjoy walking down to Crestline Village, but there is no sidewalk to use to get to the

traffic signal.  
We will always do our part to keep Mountain Brook a beautiful place. Help us.  
Sent from my iPad

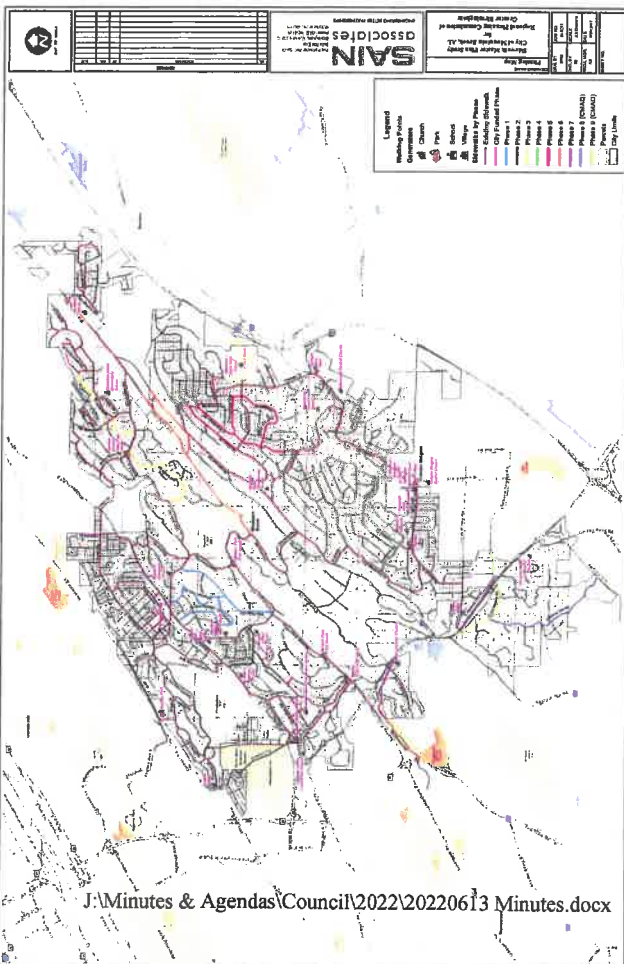
*Bob Smwigh*

Dear members of the City Council,  
I am writing this letter in support of side walks being installed on Montclair Road. And here are the reasons why:

- 1) Montclair Road is one of the busiest roads in Mountain Brook, 24 hours a day.
- 2) Unsafe for Pedestrians.
- 3) Could connect all 3 villages. Walkability for city.
- 4) There are 159 homes on the 1/4 mile unserved by sidewalks in Mountain Brook on Montclair Road.
- 5) We have a small number of children from the 159 homes that impact the school system. And we pay for our roads and keep them up by parking them ourselves.
- 6) It is only 1/4 mile that needs sidewalks.
- 7) The 159 homes generate property tax for our city in just 1/4 of a mile. We are in a high density area.
- 8) City of Birmingham has sidewalks from the soccer field to the Civic Center and again from JEC to Eastwood Mall area. We are the only 1/4 of a mile on Montclair Road that does not have sidewalks and we are located in Mountain Brook!
- 9) We have approached the city for sidewalks for years.

Please consider putting sidewalks on Montclair Road.

Sincerely  
Amanda Brown Pres of HB12



BID COVER SHEET - BID NUMBER B-20220615-803  
 Bid Request Posted this Date: June 7, 2022  
 Bids to be opened this Date and Time: June 13, 2022 2:00pm

To Whom It May Concern:

Bids shall be sealed and delivered to the Office of the Purchasing Agent in the City Hall, City of Mountain Brook, Alabama, prior to the above specified date and time. Bids shall be publicly opened at the date and time specified above or as soon as practicable thereafter.

To be considered by the City, a bid must comply with Alabama law, including, but not limited to, Ala. Code (1975) §§41-16-50 et seq. and 31-13-1 et seq., and provide documentation of enrollment in the E-Verify program pursuant to Ala. Code §31-13-9.

All bidders must use the bid form provided by the City for the project. This Bid Cover Sheet should be completed and submitted with the bid. Bids completed in pencil will not be accepted. Bids should be clearly marked "SEALED BID" and indicate on the outside of the envelope the project for which the bid is submitted and the date of bid opening.

The City reserves the right to require a bid bond, in which case specific information shall be provided with the request for bids.

The City reserves the right to utilize life cycle cost analysis in determining the lowest responsible bidder, in which case specific information shall be provided with the request for bids.

The City reserves the right to accept or reject any or all bids and to waive formalities.

*Sam S. Gaston*  
 Sam S. Gaston, City Manager and Purchasing Agent

One bid was received on June 13, 2022 by 2:00 pm at Mountain Brook City Hall regarding the purchase of (14) 2022 Ford Police Interceptor Utility Vehicles.

Stivers Ford Lincoln \$615,020.00

It is my recommendation to award the bid to Stivers Ford Lincoln. Stivers Ford Lincoln has submitted the lowest responsible bid.

Lt. Jason Rhoads  
 Mountain Brook Police Dept.

BIDDER Stivers Ford Lincoln TELEPHONE 874-613-5000  
 ADDRESS 4000 Eastern Blvd.  
 EMAIL dwait@stiversonline.com  
 CITY Montgomery STATE AL ZIP 36116  
 BID AMOUNT (AS PER SPECIFICATIONS) \$ 615,020 *(14 units for specified quantity only)*

Note: MUNICIPALITIES ARE EXEMPT FROM STATE SALES TAX

This bid must be signed below by bidder's municipal officer/agent and notarized:

Auth. Signature: *[Signature]* Sworn to and subscribed before me on this day of June 2022  
 Name: Daniel Wait  
 Title: Agent Sales  
 Notary Public: *[Signature]*  
 My Commission Expires: 7-17-24

APPENDIX 10

INVITATION TO BID - BID NUMBER B-20220615-803  
 CITY OF MOUNTAIN BROOK, ALABAMA  
 BIDDER ACKNOWLEDGMENT

SUBMIT PATROL VEHICLES BID TO:

Attention: City Manager  
 City of Mountain Brook  
 56 Church Street, Mountain Brook, Alabama 35213-0009  
 Telephone: (205) 802-3800

AGENCY MAILING DATE: June 7, 2022

BID TITLE: Ford Police Interceptor Utility Vehicles Bid

BIDS WILL BE OPENED: June 13, 2022 at 2:00pm and may not be withdrawn within 10 days after such date and time.

FEDERAL EMPLOYER IDENTIFICATION (FEIN) OR SOCIAL SECURITY NUMBER: 20-3196009

CASH DISCOUNT TERMS: 0

VENDOR NAME: Stivers Ford Lincoln

VENDOR MAILING ADDRESS: 4000 Eastern Blvd.

CITY, STATE, ZIP: Montgomery, AL 36116

TELEPHONE: 874-613-5000

REASON FOR NO BID, IF APPLICABLE: \_\_\_\_\_

POSTING OF BID TABULATIONS

Bid tabulations with recommended awards will be posted for review by interested parties at the location where bids were opened and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed shall constitute a waiver of proceedings. All bidders are encouraged to attend the bid opening. No information or opinion concerning the ultimate outcome will be given while consideration of the award is in progress. Bid award may be held for ninety (90) days pending evaluation.

BIDDER CERTIFICATION

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder and that the bidder is in compliance with all requirements of the Invitation to Bid, including but not limited to certification requirements in submitting bid to an agency of the State of Alabama.

*[Signature]*  
 Authorized Signature

NOTICE TO BIDDERS

The City of Mountain Brook is seeking the lowest and most responsible bid for 17 2022 Ford Police Interceptor Utility Vehicles, 3.3 liter V6 for the City of Mountain Brook. Specifications may be obtained from Lt. Jason Rhoads located at 101 Tibbett Street, Mountain Brook, Alabama 35213. For information call (205) 802-3857. Sealed, written proposals, will be received until June 13<sup>th</sup> at 2:00pm in the Office of the City Manager, at which time they will be publicly opened and read.

BIDDER QUALIFICATIONS

Only companies that have been actively engaged in the sales and service industry of Ford Police Interceptor Utility Vehicles for a minimum period of five (5) years will be considered qualified to respond to this bid.

Bidders must provide The City of Mountain Brook with a history of their company. Public companies may address this requirement by submitting a copy of their annual report.

Bidders should include a description of the evolution of the services that they offer in response to this solicitation. The description should clearly state the date the service was introduced by the company.

Questions regarding technical aspects of the bid should be directed to:

Lt. Jason Rhoads  
 The City of Mountain Brook  
 Police Department  
 (205) 802-3857

Questions regarding the formalities of the bid process should be directed to:

Steven Boone  
 The City of Mountain Brook  
 (205) 802-3825

Bids must be delivered to The City of Mountain Brook in sealed envelopes that are clearly marked with your legal company name and the Ford Police Interceptor Utility Vehicles Bid. Sealed, written proposals will be received until June 13, 2022 at 2:00pm at which time they will be publicly opened and read.

Bids will be evaluated on the basis of adherence to required formats, completeness, manpower availability, support, product suitability to the task, whether vehicle is in stock and availability, time of delivery, and price. Vendors are advised that suitability to task and product support are subjective and the judgment of the City on these matters is final.

The City of Mountain Brook reserves the right to reject all bids received with or without a statement of cause.

The disposition of the bids and award, if appropriate, will be announced at the convenience of The City of Mountain Brook.

The undersigned person declares that he/she is legally authorized to bind the firm hereby represented, and that the firm being represented is authorized to do business in the State of Alabama and hereby certifies that he/she has examined and fully comprehends the requirements of and specifications for the items to be bid.

We propose to furnish said items quoted and guarantee that if the order is placed with us, we shall furnish said items in accordance with your specifications and requirements unless otherwise indicated.

COMPANY: Stivers Ford Lincoln  
ADDRESS: 4000 Eastern Blvd  
CITY/STATE: Montgomery, AL ZIP CODE: 36116  
PHONE NUMBER: 334-613-5000  
DATE: 6/7/2022  
TYPE OR PRINT NAME: Daniel Wait  
AUTHORIZED SIGNATURE: [Signature]  
(Officer of the company)

The Mountain Brook Police Department is interested in purchasing 17 2022 Ford Police Interceptor Utility Vehicles, 3.3 liter V6. The vehicles should come installed with specified emergency equipment and meet or exceed the following specifications listed below. The cost and installation of the specified emergency equipment should be included in the bid. If equivalent, bidder must clearly state so in bid and attach documents to support such statement. The cost of vehicle delivery to the City of Mountain Brook should be included in the bid. Product delivery shall be within 30 days from awarding of the bid. Ability to meet this time frame must be specified in the bid. The City/Department reserves the right to accept or reject the items.

**Vehicles**

- 1. Must be a Ford Police Interceptor Utility Vehicle
- 2. Vehicle year 2022
- 3. 3.3 liter V6 engine
- 4. Agate black in color
- 5. Cloth front bucket seats with vinyl rear seats

**Installed Emergency Equipment in Each Vehicle**

- 1. Blue/White 53" Allegiant linear profile LED light bar w/ white takedown and alley light, SignalMaster directional capability
- 2. Pathfinder siren controller w/ multi-function, 4-position switch, 100/200W, OBD2 capable
- 3. DynaMax ES, 100-watt siren mounted w/ no drill mount
- 4. Universal low profile communication console with cup holder and armrest
- 5. Radio faceplates included
- 6. Four white LED strobes, (1) in corner of each headlamp and tail lamp assembly
- 7. Four blue micro pulse 3-head ultra LED strobes, (2) in front grille and (2) by license tag
- 8. Rear quarter window panel, (1) blue 3-head LED strobe on LH/RH sides
- 9. Spot lamp, driver side only, LED bulb
- 10. Rear dome lamp, red/white in cargo area
- 11. Rear console plate between front and rear seats
- 12. Pre-wiring for grille lamp, siren and speaker
- 13. Partition with kick plate between front and rear seat, polycarbonate screen with sliding center section
- 14. Rear cargo cage, mesh with secure mount
- 15. Push bumper with pit bars, (4) 6-head blue LED strobes in top channel front facing
- 16. Noise suppression bonds
- 17. Dark car feature-courtesy lamps disabled when any door is open

APPENDIX 10

1. Base unit price (Bid) ..... \$ 43,930

(Attach documentation for any substitutions regarding specifications).

\* (14 units for specified quantity only)\*

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**GENERAL CONDITIONS**

**SEALED BIDS:** All bid sheets and this form must be executed and submitted in a sealed envelope (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE). The face of the envelope shall contain, in addition to the above address, the date and time of the bid opening and the bid number. Bids not submitted on attached bid form may be rejected. All bids are subject to the conditions specified herein. Those bids that do not comply with these conditions are subject to rejection.

Bids that are late will not be accepted.

1. **EXECUTION OF BID:** Bid must contain a manual signature of the authorized representative in the space provided above. Bid must be typed or printed in ink. Use of erasable ink is not permitted. Bids written in pencil will not be accepted. All corrections made by bidder to their bid price must be initialed. The company name and FEIN shall appear on each page of the bid.

2. **NO BID:** If not submitting a bid, please respond by returning only the "Bidder Acknowledgment" form, marking it **NO BID** and provide an explanation in the space provided above. Failure to respond to a procurement solicitation without giving justifiable reason for such failure shall be cause for removal of the supplier's name from the mailing list.

3. **BID OPENING:** The bid opening shall be public on the date and at the time specified on the bid form. It is the bidder's responsibility to assure that the bid is delivered at the proper time and place prior to the bid opening. Bids which are not so delivered timely (for any reason) will not be considered. Offers by telegram or telephone are not acceptable. A bid may not be altered after opening of the bids.

**NOTE:** Bid tabulations will be furnished upon written request with an enclosed, self-addressed, stamped envelope and payment of a \$5 handling fee. Bid files may be examined during normal working hours by appointment. Bid tabulations will not be provided by telephone.

4. **PRICES, TERMS AND PAYMENT:** Firm prices shall be bid and include all packing, handling, shipping charges and delivery to the destination shown herein.

(a) **TAXES:** The City of Mountain Brook does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See exemption number on face of purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of City-owned real property.

(b) **DISCOUNTS:** Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

(c) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of a mistake in extension, the unit price will govern.

(d) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be a new, current standard production model available at the time of the bid.

(e) **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall conform with applicable American National Standards Institute (ANSI) and other applicable standards there under.

(f) **INVOICING AND PAYMENT:** The contractor shall be paid upon submission of properly certified invoices to the purchaser at the prices stipulated on the contract at the time the order is placed, upon delivery and acceptance of goods, less deductions if any, as provided. Invoices shall contain the contract number, purchase order number and the contractor's Federal Employer Identification Number. An original and two (2) copies of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment. The City will not be responsible for the payment of penalties or interest. All prices submitted on this proposal are to be delivered prices.

5. **IDENTICAL TIE BIDS:** Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by The City of Mountain Brook, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- b) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug violations.
- c) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 5.a) above.
- d) In the statement specified in subsection 5.a), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 383 or of any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- e) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- f) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

[Signature]  
Vendor's Signature

6. **DELIVERY:** Product delivery shall be within 30 days from awarding of the bid. Ability to meet this time frame must be specified in the bid. Delivery time may become a basis for making an award. Delivery shall be Tuesday through Friday, 8:00 a.m. to 11:00 a.m. and 1:00 p.m. to 4 p.m., excluding City of Mountain Brook holidays, unless otherwise specified. The City reserves the right to purchase like items from any vendor, if, after thirty days from awarding of the bid, the winning vendor has not delivered said items.

~ 6 ~

~ 7 ~

7. **ADDITIONAL TERMS AND CONDITIONS:** No additional terms and conditions included with the bid response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions, if any, in this bid solicitation are the only conditions applicable to this bid and the bidder's authorized signature affixed to the bidder acknowledgment form attests to this.

8. **MANUFACTURERS NAME AND APPROVED EQUIVALENTS:** Any manufacturers names, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s). If a bidder elects to offer merchandise wherein some of all of the specifications exceed those specified in the attached invitation to bid, such bidder shall include a narrative description documenting the reason such substitutions have been incorporated into the bid and include the incremental price difference of the substituted components (failure to provide such information may result in the rejection of said bid). Customary measurements appearing in these specifications are not intended to preclude bids for commodities with metric measurements. If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with his bid, cuts, sketches, and descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The City of Mountain Brook reserves the right to determine acceptance of item(s) as an approved equivalent

Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The purchaser is to be notified of any proposed changes in: (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City of Mountain Brook unless evidenced by a Change Notice issued and signed by the City.

9. **INTERPRETATIONS/DISPUTES/TELEPHONE CALL:** Any questions concerning conditions and specifications shall be directed in writing to this office prior to the bid opening. Inquiries must reference the date of bid opening and bid number. No interpretation shall be considered binding unless provided in writing by The City of Mountain Brook in response to requests in full compliance with this provision. Any actual or prospective bidder who protests the terms, specifications and conditions of the Invitation to Bid, bid selection, or contract award recommendation, shall file such protest in the form of a petition. Failure to file a protest within the time prescribed shall constitute a waiver of proceedings.

10. **CONFLICT OF INTEREST:** All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of The City of Mountain Brook or any of its agencies. Further, all bidders must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches.

11. **AWARDS:** As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical district basis and/or a state-wide basis with one or more suppliers; to reject any and all bids or waive any minor irregularity or technicality in bids received. When it is determined there is competition to the lowest responsible bidder, evaluation of other bids is not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. All awards made as a result of this bid shall conform to applicable Alabama statutes.

17. **LEGAL REQUIREMENTS:** Applicable provision of all Federal, State, County and Local laws, and of all ordinances, rules and regulations shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City of Mountain Brook by and through its officers, employees and authorized representatives, or any other person natural or otherwise; and lack of knowledge by a bidder shall not constitute a cognizable defense against the legal effect thereof.

18. **PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save harmless the purchaser and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or un-patented invention, process, or article manufactured or supplied by the bidder. The bidder has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by contractor or is based solely and exclusively upon the City's alteration of the article. The purchaser will provide prompt written notification of a claim of copyright or patent infringement and will afford the bidder full opportunity to defend the action and control the defense.

Further, if such a claim is made or is pending, the contractor may, at its options and expenses, procure for the purchaser the right to continue use of, replace or modify the article to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

19. **ASSIGNMENT:** Any Purchase Order issued pursuant to this bid invitation and the monies which may become due hereunder are not assignable except with the prior written approval of The City of Mountain Brook.

20. **LIABILITY:** The supplier shall hold and save The City of Mountain Brook, its officers, agents and employees harmless against claims by third parties resulting from the supplier's breach of this contract or the supplier's negligence.

21. **FACILITIES:** The City reserves the right to inspect the bidder's facilities at any reasonable time with prior notice.

22. **PUBLIC RECORDS:** Any material submitted in response to this Invitation to Bid will become a public document. This includes material which the responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening.

**NOTE: ALL SPECIAL CONDITIONS AND SPECIFICATIONS, IF ANY, ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.**

23. **BID BOND:** No bid bond shall be required.

24. **SPECIFICATIONS:** All bids received shall guarantee items bid to meet or exceed specifications listed. If quoting other than as specified, pictures, description and specifications shall accompany all bids. Bidder shall specify make and model quoted. Items furnished as a result of this bid and delivered to purchaser must not exceed the specifications listed. Items not conforming to specifications may be rejected and returned at the vendor's expense.

**NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications as outlined in the Invitation to Bid. Should the items fail testing, the City may require the vendor to reimburse the City for costs incurred in connection with the examination or testing of the commodity, including costs relating to transporting the commodity samples to the testing site, actual test cost, personnel costs and other applicable costs. The data derived from any tests for compliance with specifications are public records and open to examination thereto. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or purchase order may result in bidder being found in default in which event any and all re-procurement costs may be charged against the defaulting contractor. Any violation of these stipulations may also result in:

- a) Suppliers name being removed from The City of Mountain Brook vendor mailing list.
- b) All City departments being advised not to do business with the supplier without written approval from the City Manager of The City of Mountain Brook until such time as supplier reimburses the City for all re-procurement and cover costs.

13. **INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the City of Mountain Brook, unless loss or damage results from negligence by the City. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist in the expeditious handling of damage claims, the City will:

- a) Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
- b) Report damage (visible and concealed) to the carrier and contract supplier, confirming such reports, in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
- c) Retain the item and its shipping container, including inner packing material, until inspection is performed by the carrier, and disposition given by the contract supplier.
- d) Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.

14. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of items offered on this bid prior to their delivery, it shall be the responsibility of the supplier to notify The City of Mountain Brook, City Clerk at once, indicating in his letter the specific regulation which required an alteration. The City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the City.

15. **ADDITIONAL QUANTITIES:** For a period not exceeding three hundred sixty (360) days from the date of the bid award by the City, the right is reserved to acquire additional quantities at the bid price. If additional quantities are not acceptable, the bid sheets must be noted **BID IS FOR SPECIFIED QUANTITY ONLY.**

16. **SERVICE AND WARRANTY:** Unless otherwise specified, the bidder shall define any warranty service and replacement that will be provided during and subsequent to this contract. Bidder must explain on attached sheet to what extent warranty and service facilities are provided.

**NOTE:** Equivalent or substitute products different from those specified herein must have prior approval. Submit detailed information for review and approval to:

Lieutenant Jason Rhoads  
The City of Mountain Brook  
Police Department  
101 Tibbett Street  
Mountain Brook, Alabama 35213

Failure to submit detailed information for review and approval will result in disqualification.

25. **BID SUBMISSION:** Bidder will submit on or before the date of proposal opening, one (1) original of the complete proposal. All bidders are allowed to submit one (1) alternate bid per proposal.

26. **BID REVISIONS:** No proposal may be revised unless a written modification, signed in the same manner as the proposal is actually received at the business office before proposal opening time. Proposals may be withdrawn prior to opening time by presentation of written request to withdraw, signed in the same manner as the proposal, and received at the business office prior to proposal time. All material submitted in response to this request shall become the property of the City.

27. **ADDITIONAL COPIES:** Additional copies of this bid can be obtained from the City Clerk.

28. **CONTRACT PERIOD:** Prices quoted in this bid proposal shall remain as bid or less for 12 months after the date of bid opening and may be accepted or rejected by the City at any time prior to the expiration of this period.

29. **CANCELLATION:** Order will be subject to immediate cancellation if either product or service does not comply with specifications as stated herein or fails to meet the performance standards.

30. **PRODUCT EVALUATION:** The decision concerning the satisfactory use and performance of any item on this bid shall be that of The City of Mountain Brook or its authorized representative.

31. **FIRM PRICES:** For the purpose of this bid solicitation, the prices will remain the same or less for 1 year after the bid opening date.

32. **SPECIFICATIONS/CHECKLISTS/CLARIFICATION:** Contractors will adhere to the provided specifications.

33. **BRAND NAMES:** If bidding other than as specified, the brand or trade name, manufacturer's name, and/or catalog number must be given. If bidder fails to indicate brand or trade name the item bid may be disqualified.

34. **COLLUSION:** Any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement, to bid at a fixed price or to refrain from bidding or otherwise shall render the bids of such bidders void and shall cause such bidders to be disqualified from submitting further bids to The City of Mountain Brook future purchases.

35. **WARRANTY:** Standard Manufacturer's warranty shall be provided.

36. **EQUAL OPPORTUNITY STATEMENT:** The City of Mountain Brook believes in equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination

APPENDIX 10

and is committed to nondiscrimination because of race, creed, color, sex, age, national origin, or religion. Vendors and Contractors providing goods/services to The City of Mountain Brook are encouraged to take positive steps to assure that their personnel do nothing of a racially offensive nature during the performance of the contract.

**MINUTE BOOK 92**

**STIVERS FORD LINCOLN**  
4000 EASTERN BLVD  
MONTGOMERY, AL 36116

1009

**2022 FORD POLICE INTERCEPTOR AWD UTILITY-1161L**

CONTRACT NUMBER: MA9991800000210      LINE NUMBER 1      CONTRACT AMOUNT: \$30,545  
 MODEL SERIES: K8A      Order Code: 860A      FORD POLICE UTILITY (999)-3.1L NA V8

**POLICE LIGHTING PACKAGES- Includes Console, Siren, Lightbar, & Controller**

LE2	<b>STIVERS VALUE LIGHT BAR PACKAGE:</b>	State Price	\$ 30,545	
	(1) Blue/White 63" Allogiant Linear Profile LED Light Bar w/ White Takedown and Alloy, SignalMaster Directional Capability	Ally	\$ 4,618	<input checked="" type="checkbox"/>
	Pathfinder Siren Controller w/ Multi-function, 4-position Switch, 100/200W, OBD2 capable			
	(1) Dynalox ES, 100-Watt Siren mounted w/ no drill mount			
	Universal Low Profile Communication Console with Cupholder and Arrest			
	Faceplates Included: <u>Radio Mounts:</u> Radio Model #:			
	Mongoose Computer arm (cradle sold separately)		\$ 225	<input checked="" type="checkbox"/>
SL1	<b>Stivers Base Lighting Package: (8) total elements installed -With 85T</b>		\$ 2,345	<input checked="" type="checkbox"/>
	Four White LED Strobes (1) In Corner of each Headlamp and Tail Lamp Assembly,			
	Four Blue Micro Pulse 3-head Ultra LED Strobes (2) In front Grille and (2) by License Tag			
	Rear Quarter Window Panel: (1) Blue 3-head LED Strobe on LHRH side,			
61R	Spot Lamp - Driver Side only - LED Bulb		\$ 385	<input checked="" type="checkbox"/>
17T	Rear Dome Lamp-Red/White in Cargo area		\$ 50	<input checked="" type="checkbox"/>
68R	Rear Console Plate (between front & rear seats)		\$ 45	<input checked="" type="checkbox"/>
60A	Pre-Wiring for Grille Lamp, Siren & Speaker		\$ 50	<input checked="" type="checkbox"/>
PK1	Partition w/ Kick Plate - between Front & Rear Seat Polycarbonate screen with all-		\$ 1,465	<input checked="" type="checkbox"/>
PK2	Rear Cargo Cage - Mesh with Secure Mount		\$ 935	<input checked="" type="checkbox"/>
95P	Remote Keyless Entry System (not available with keyed alike) 4 Keys		\$ 340	<input checked="" type="checkbox"/>
PB1	Push Bumper with Pt Bars and Wing Wraps (4) 6-Head Blue LED Strobes in Top C		\$ 2,385	<input checked="" type="checkbox"/>
	(4) 6-Head Blue LED Strobes in Top Channel Front Facing			
60R	Noise Suppression Bonds		\$ 100	<input checked="" type="checkbox"/>
47A	Police Engine Idle Feature		\$ 260	<input checked="" type="checkbox"/>
43D	Dark Car Feature-Courtesy Lamps disabled when any door is open		\$ 25	<input checked="" type="checkbox"/>

**EXTERIOR COLORS:**  
UM Agate Black

**INTERIOR TRIM / SEATS:**  
96 Cloth Front Buckets / Vinyl Rear 6-way Power Driver;      Standard

**DELIVERY: State Contract Provisions for \$1.60 / mile one-way**      \$ 150.00

Captain Jason Carmack      TOTAL PRICE -EACH      \$ 43,930

Mountain Brook Police Department  
101 Tibbett Street      TOTAL COST OF 14 UNITS      \$ 615,020

Mountain Brook, AL 35213  
(205) 802-3868      **PAYMENT DUE AT TIME OF DELIVERY**

**SIGNATURE:**  
**DATE:** 8/7/2022

Racially offensive conduct by contractors and suppliers of goods/services to The City of Mountain Brook is forbidden. Discrimination, harassment, complaint procedures provides steps for filing a complaint involving either discrimination or harassment.

37. **REFERENCES:** Bidders shall submit three (3) references for this evaluation. The references should be from customers approximately the size of the Mountain Brook Police Department.

Any questions regarding this bid should be directed to:

Lieutenant Jason Rhoads  
205-802-3857

APPENDIX 10

~ 12 ~

Daniel Wait  
334-613-5012  
DWAIT@STIVERSONLINE.COM

Page 1 of 1

2021 FORD PI UTILITY  
Last Updated: 8/7/2022  
Revision: 21.1

**Stivers Ford Lincoln Inc.**  
4000 Eastern Blvd  
Montgomery, AL 36116  
Phone: (334)-613-5000

**BUSINESS REFERENCES**

- 1 Mike McDermott,  
Fleet Operations Superintendent  
Claco Phone - 6565  
(205)325-8103 - Office  
(205)213-6021 - Cell  
(205)325-6973 - Fax  
modermottm@ccal.org - Email  
1717 Vanderbilt Road  
Birmingham, AL 35234
- 2 Tony Johnson,  
Executive Director of Fleet Management  
Division of Finance and Operation  
The University of Alabama  
Box 870237, Tuscaloosa, AL 35487  
office 205-348-6798  
tdjohnso@ua.edu
- 3 Leigh Anne Kidd  
Assistant Purchasing Agent  
City of Florence - Purchasing Department  
PO Box 388  
Florence, AL 36631  
Phone 256-740-4661/Fax 256-760-6344  
lkidd@florenceal.org

Daniel Wait      DWAIT@STIVERSONLINE.COM  
Stivers Ford FC/Gov      334-613-5012

Name	Company	Phone	E-Mail
Sgt. Hill	MBPD	205-802-3817	hill15@mtmbrook.org
Sam Gaston	City	(205) 802-3803	gastons@mtmbrook.org

Bid Sign-In Sheet B-20220015-003  
 Project: Ford Police Interceptor Utility Vehicles  
 Date: June 13, 2022

Fwd: [EXTERNAL] New account needed

1 message

Steve Boone <boones@mtnbrook.org>  
To: Heather Richards <rcharldsh@mtnbrook.org>

Mon, Jun 13, 2022 at 3:10 PM

Prep another resolution authorizing the creation of a New Horizon bank account to hold funds paid to the City by the circuit court in connection with an ongoing theft of property case. Not sure if I will have the paperwork before the meeting or not. If not, everything will be executed later this week to attach to the resolution.

----- Forwarded message -----  
From: BLACKSHEAR, JAN R. <Jan.Blackshear@firsthorizon.com>  
Date: Mon, Jun 13, 2022 at 3:09 PM  
Subject: RE: [EXTERNAL] New account needed  
To: Steve Boone <boones@mtnbrook.org>  
Cc: LIVINGSTON, TANNER <Tanner.Livingston@firsthorizon.com>

Hello Steve -

Great to hear from you this afternoon!!

I will get started on this new account and will let you know if I have any questions along the way.

Thank you sir - Jan :)

**JAN BLACKSHEAR**

AVP - Client Specialist Manager

205-803-5830 office

2340 Woodcrest Place

Birmingham, AL 35209

Jan.Blackshear@FirstHorizon.com

NMLS# 585863



From: Steve Boone <boones@mtnbrook.org>  
Sent: Monday, June 13, 2022 2:59 PM  
To: Blackshear, Jan <Jan.Blackshear@iberiabank.com>  
Subject: [EXTERNAL] New account needed

https://mail.google.com/mail/u/0/?ik=80a4775052&view=pt&search=all&permthid=thread-F%3A173555453464544&siml=msg-F%3A1735553443... 1/2

https://mail.google.com/mail/u/0/?ik=80a4775052&view=pt&search=all&permthid=thread-F%3A173555453464544&siml=msg-F%3A1735553443... 2/2

6/13/22, 3:52 PM City of Mountain Brook Mail - Re: Case #2022-00004927



Heather Richards <rcharldsh@mtnbrook.org>

Re: Case #2022-00004927

1 message

Steve Boone <boones@mtnbrook.org>  
To: "Sgt. Boshart" <boshartj@mtnbrook.org>  
Cc: Chris Thompson <thompsonc@mtnbrook.org>, Heather Richards <rcharldsh@mtnbrook.org>

Mon, Jun 13, 2022 at 3:37 PM

City of Mountain Brook.

On Mon, Jun 13, 2022 at 3:29 PM Sgt. Boshart <boshartj@mtnbrook.org> wrote:

I am working on a financial exploitation of the elderly case. I have obtained a search & seizure warrant for one of the suspect's bank accounts at America's First Federal Credit Union. The suspect's account had \$97,972.01 when it was seized by a signed court order. The DA's office told me that the bank will write a check to the police department and the funds should be deposited into a holding account until the case is resolved. The bank has asked who the check should be made out to, the city of Mountain Brook or the Mountain Brook Police Department?

**Detective Sergeant Boshart**  
Criminal Investigations Division  
Mountain Brook Police Department  
101 Tibbett Street  
Mountain Brook, AL 35213  
(205) 802-3850 Office  
(205) 767-2866 Cell  
(205) 874-0646 FAX

**Steven Boone**  
City of Mountain Brook  
P. O. Box 130009  
Mountain Brook, AL 35213-0009  
Direct: (205) 802-3825  
Facsimile: (205) 874-0611

www.mtnbrook.org  
http://mtnbrookcity.blogspot.com/  
Twitter@: @mountain\_brook

APPENDIX 11

**Steven Boone**  
City of Mountain Brook  
P. O. Box 130009  
Mountain Brook, AL 35213-0009  
Direct: (205) 802-3825  
Facsimile: (205) 874-0611

www.mtnbrook.org  
http://mtnbrookcity.blogspot.com/  
Twitter@: @mountain\_brook

Award-winning service

**Confidentiality notice:**  
This e-mail message, including any attachments, may contain legally privileged and/or confidential information. If you are not the intended recipient(s), or the employee or agent responsible for delivery of this message to the intended recipient(s), you are hereby notified that any dissemination, distribution, or copying of this e-mail message is strictly prohibited. If you have received this message in error, please immediately notify the sender and delete this e-mail message from your computer.

**Steven Boone**  
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Mountain Brook, AL 35213-0009  
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Facsimile: (205) 874-0611

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http://mtnbrookcity.blogspot.com/  
Twitter@: @mountain\_brook



*Heather Richards* City Clerk  
I, *Heather Richards*, do hereby certify that I am the duly elected and qualified Secretary of CITY OF MOUNTAIN BROOK, a corporation in good standing, is not in dissolution, and organized under the laws of the State of Alabama, that the following is a true copy of certain resolutions duly adopted at a meeting of the Board of Directors on the 13 day of June, 2022 and that such resolutions are now in full force and effect, and not contrary to law, the charter of the bylaws of the corporation.

1. **DEPOSITORY, RESOLVED**, that First Horizon Bank ("Bank") is designated as a depository of this corporation, and that an account in the Bank in the name of, for and on behalf of this corporation, be revised or opened in the following:

Account Name: CITY OF MOUNTAIN BROOK THEFT OF PROPERTY CASE	Account Number: [REDACTED]
--	----------------------------

\*For multiple account numbers attach Supplemental List of Accounts. Instead of entering an Account number above type "Attached" to indicate multiple account numbers.

2. **AUTHORIZED SIGNERS FOR DEPOSIT ACCOUNT, RESOLVED**, that delivery to the Bank of funds, checks, drafts or other property, with or without endorsement, and in whatever manner endorsed, shall authorize the Bank to credit the same to the credit of the corporation, under terms set forth in the Bank's Depositor Agreement, and such credits may be withdrawn: (1) by debit card issued to the corporation as set forth in the Cardholder Agreement or (2) by check, draft, or other order executed for the corporation by any of the following persons, even though the corporation might have an internal requirement requiring more than one signature.

Title	Typed Name	Signature	Signature
Finance Director	STEVEN L. BOONE	[Signature]	[Signature]
City Manager	EMARIEL S. GASTON	[Signature]	[Signature]
	STEWART H. WELCH II	[Signature]	[Signature]

3. **AUTHORIZED FOR INFORMATION ONLY, RESOLVED**, that the Bank is authorized to release Account Information to the following person(s) upon request or inquiry:

Title	Typed Name	Signature	Signature

4. **FACSIMILE SIGNATURES, RESOLVED**, that Bank is authorized to honor checks, drafts and other instruments on said account which bear or purport to bear the facsimile signature(s) appearing below, and Bank is entitled to charge said account regardless of by whom or by what means the facsimile signature may be affixed if such signature resembles the following facsimile specimen(s) hereby certified to the Bank:

Title	Typed Name	Facsimile Signature



**FIRST HORIZON**

Date: 06/14/22 By: 43735 Jan Blackshear

EXISTING Account  
 Checking  Savings  Money Market  CD  
 Initial Deposit: 107,000.00 Source:

Ownership of Account - CONSUMER (Select One)  
 Single-Party Account  Trust-Separate Agreement  
 Multiple-Party Account  Other

Rights at Death (Select One)  
 Single-Party Account  
 Multiple-Party Account With Right of Survivorship  
 Multiple-Party Account Without Right of Survivorship  
 Single-Party Account With Pay On Death  
 Multiple-Party Account With Right of Survivorship And Pay on Death  
 Pay-On-Death Beneficiaries. To Add Pay-On-Death Beneficiaries Name One or More:

Ownership of Account - BUSINESS Purpose  
 Sole Proprietorship  Single-Member LLC  Partnership  
 LLC (LLC tax classification)  C Corp  S Corp  Partnership  
 C Corporation  S Corporation  Non-Profit  
 Public Funds  
 Business:

Backup Withholding Certifications *Non-U.S. Persons - Use separate form #40*  
 By signing at right, I, STEVEN L. BOONE certify under penalty of perjury that the statements made in this section are true.  
 TIN  The Taxpayer Identification Number (TIN) refers to my correct taxpayer identification number.  
 Not Subject to Backup Withholding. I am NOT subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.  
 Exempt Recipient. I am an exempt recipient under the Internal Revenue Service Regulations. Exempt pays code (if any):  
 FATCA Code. The FATCA code entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.  
 U.S. Person. I am a U.S. citizen or other U.S. person (as defined in the instructions).

Account Number: [REDACTED] **MINUTE BOOK 92**

Account Owner(s) Name & Address  
 CITY OF MOUNTAIN BROOK  
 THEFT OF PROPERTY CASE

56 CHURCH ST  
 Birmingham AL35218-3733

Additional Information:

SIGNATURES: All signers below acknowledge receipt of the Bank Depositor Agreement with disclosures for the account indicated, and agree to be bound by its terms as well as any changes or additions heretofore adopted by bank. The undersigned further authorizes the financial institution to verify credit and employment history and/or have a credit reporting agency report on the undersigned, as individuals.

(1) [X] *Steven L. Boone*  
 STEVEN L. BOONE  
 I.D.# [REDACTED] D.O.B. 05/04/1961

(2) [X] *Samuel S. Gaston*  
 SAMUEL S. GASTON  
 I.D.# [REDACTED] D.O.B. 07/02/1956

(3) [X] *Stewart H. Welch III*  
 STEWART H. WELCH III  
 I.D.# [REDACTED] D.O.B. 08/29/1951

(4) [X] \_\_\_\_\_  
 I.D.# \_\_\_\_\_ D.O.B. \_\_\_\_\_

Authorized Signer  
 [X] \_\_\_\_\_  
 I.D.# \_\_\_\_\_ D.O.B. \_\_\_\_\_

**CERTIFIED RESOLUTIONS OF BOARD OF DIRECTORS (CORPORATION)** 1011 **FIRST HORIZON**

5. LOANS. RESOLVED, that the following persons,

Name	Typed Name	Signature

(s) (are jointly) authorized on its behalf, at any time and from time to time, until said authority is duly revoked by and written notice thereof received by the Bank; to effect for the company a loan or loans or other credit extensions from the Bank; to execute on behalf of the company any note or notes or other instruments evidencing obligations of the company, including application agreements and other related documentation pertaining to letters of credit and renewals, modifications, or extensions thereof, to pledge, mortgage, hypothecate, or in any other manner create a lien upon any assets of the corporation as collateral and security for any such loans or other obligations owed by the corporation to the Bank, and any extensions, renewals, or any such loans or other obligations owed by the corporation to the Bank, and any extensions, renewals, or modifications thereof; to rediscount with the Bank, bill receivable of the corporation; and to execute any mortgages, deeds of trust, security agreements, assignments, or other security instruments as the Bank may require in order to secure this corporation's indebtedness, liabilities, and obligations to the Bank, whether now existing or hereafter created or arising, due or to become due, absolute or contingent;

6. APPLICATION OF FUNDS. RESOLVED, that the Bank shall be under NO obligation to inquire as to the application of any funds withdrawn from the above referenced deposit account, even if the withdrawal order is payable to the agent of the corporation executing it or the funds are withdrawn for personal use or credit, not to inquire as to the application of loan proceeds received from the bank by an authorized officer.

7. SERVICES AGREEMENTS. RESOLVED, that the following individual(s) is/are authorized to execute agreements under which Bank provides certain services:

Name	Typed Name	Signature

IN WITNESS WHEREOF, I hereunto affix my signature on this 13 day of June, 2022

Secretary Signature: *Shirley Rufford*

CONFIRMATION: If these resolutions authorized the secretary to withdraw or borrow funds, please confirm below with another corporate officer's signature. *N/A*

Confirmation Signature: \_\_\_\_\_  
 Confirmation Title: *Council President*

APPENDIX 11