

**MOUNTAIN BROOK CITY COUNCIL  
PRE-MEETING DISCUSSION  
JUNE 27, 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 6:15 p.m. on the 27<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 Mountain Lane and Richmar Drive

Frank Long-110 Richmar Drive

- Lived in Mountain Brook for 10 years
- Provided documents regarding flooding issues on Mountain Lane and Richmar Drive to Council Members (Appendix 1)
- In 13 months there have been 2 major flooding issues
- The cause of the flooding is “the cut” (as referenced in Exhibit 1)
- Culverts are not large enough to allow sufficient volumes of water to get to retention pond
- (Showed several videos of flooding of the area)
- Concern: Studies were done without taking upstream effects into account
- Children use “the cut” as a walkthrough and flooding causes a safety concern
- Requesting City to commission a study to examine options for improving drainage upstream from the Mountain Brook Junior High retention pond

Brad Cleage-26 Montevallo Lane

- Neighborhood floods monthly
- Lived at address since 2009
- The cause of flooding is due to the current drainage system being inefficient and cannot handle the water

Charlie Pringle-101 Richmar Drive

- Culverts in neighborhood are too small and are inefficient in carrying water
- Common thunderstorms cause flooding
- City needs to invest in infrastructure to accommodate water

- A broader assessment of flooding from upstream is needed

William Thomas-Schoel Engineering Inc.

- Has a proposal to extend study to look upstream and “the cut”
- 116 Hillsdale did not show significant benefit by increasing detention pond onto that property
- Able to almost double the size of existing detention pond on property of Junior High; therefore, Hillsdale property is not needed
- Timeline for study: 4-6 weeks

Houston Smith-114 Richmar Drive

- Ditch is not just a maintenance issue but a capacity issue
- Ditch between Richmar Drive and Hillsdale needs to be considered as well

Virginia Smith-Council President

- Item added to the formal agenda (Resolution 2022-089)

## 2. Increase Purchase Order limit from \$1,000 to \$3,000

Steve Boone-Assistant City Manager and Finance Director

- Current Purchase Order limit is \$1,000
- Recommend increasing limit to \$3,000

Virginia Smith

- Item added to the formal agenda (Resolution 2022-090)

## 3. Replacement/Repairs of weathered/damaged signs and awnings in commercial areas

Stewart Welch-Mayor

- Received complaints regarding dirty awning (Appendix 2)
- Consider an ordinance to ensure the proper maintenance of awnings

Dana Hazen-Director of Planning, Building, and Sustainability

- Mechanisms are in place for signs; however, awnings are not signs unless there is verbiage is on the sign
- An awning without verbiage does not follow the sign regulations
- How to get maintenance of awnings: Need to define maintenance, through VDR, have applicant sign statement that awning will be kept in good condition
- If Ordinance is adopted, it would apply to all awnings in city (may set time limit for existing awnings to comply)
- Can define awnings that are deteriorating as prohibited

Whit Colvin

- Anything that is in or over right of way can have terms associated with it

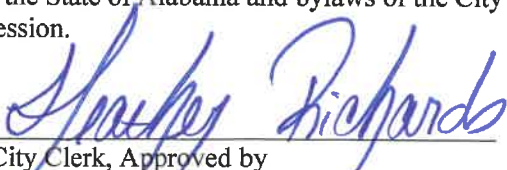
## 4. Review of the other matters to be considered at the formal (7:00p.m.) meeting

## 2. ADJOURNMENT

There being no further matters for discussion Council President Smith adjourned the pre-meeting at approximately 7:10p.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 27, 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 July 11, 2022

Mountain Brook City Council Pre-Meeting – June 27, 2022

Re: Flooding issues on Mountain Lane and Richmar Drive

June 23, 2022

**Summary: Homeowners on Richmar Drive and Mountain Lane have experienced severe flooding events and request that the City Council commission a study of potential storm water infrastructure improvements to address recurring flooding issues.**

- Background
  - In 2021, the City engaged Schoel Engineering to complete a study in connection with improvements needed at MBJH to prevent another flooding event like the one experienced on May 4, 2021. Schoel presented its findings along with three proposed options to correct the MBJH issues at the Council's December 13, 2021 meeting.
  - During the December 13, 2021 meeting, Council members noted that it is important to take into consideration the potential impact of the three options on residents and organizations downstream from MBJH. During subsequent Council meetings, Schoel was engaged to study such downstream impacts.
  - Schoel delivered its findings and suggestions regarding downstream impacts to the Council on May 9, 2022. At the same meeting, Schoel provided its recommendation regarding the three options first introduced during the December 13, 2021 Council meeting.
  - Schoel recommended an option that primarily includes the expansion of the MBHS retention pond by approximately 20%, the installation of a larger box culvert under Hillsdale Road, and the construction of a 42" relief culvert running behind MBHS and under the sports fields. An alternate option presented to the Council included the construction of an additional retention pond on the Hillsdale property purchased by the City in 2021.
- Many residents on Richmar Drive and Mountain Lane experienced flooding and costly property damage to the interior and exterior of their homes during the flash flooding events that took place on May 4, 2021 and June 8, 2022.
  - Multiple other events have come close to creating similar impacts.
  - The flooding is attributable to inadequate storm-water infrastructure.
  - The flooding results in severe property damage and health and safety hazards for residents in the area.
  - Significant upstream construction activity and residential development over the years has directly contributed to the flooding risks.
    - Larger driveways
    - Bigger roofs

- The residents of these streets have invested significant amounts of money protecting their properties from flooding through the installation of driveway improvements, landscaping, and drainage on their own properties
  - We are out of options. The flooding results from the inadequate storm water infrastructure, not water that falls on our properties.
- The City's own external engineers have described the culverts at the Cut as inadequate and too small for the volume of water in a meeting with Richmar Drive residents shortly following the June 8, 2022 flood event.
- The City has planned for large investments at MBJH and adjacent to Pine Crest Road, but has not considered or addressed the failures of storm water infrastructure upstream from the MBJH retention pond.
  - The residents of this area are concerned that all of the studies completed to date, and recommendations resulting from those studies, have not taken into account the volume of water that is forced down Richmar Drive when the ditch at the Cut overtops Richmar Drive. Those studies were completed before the residents contacted the City Manager regarding the flooding issues at the Cut. The options considered by the City to address the MBJH issues don't appear to take into account the volume of surface water that travels down Richmar Drive into the MBJH area during one of these events.
  - The residents of this area are advocating for a comprehensive plan that will address the increasing volume of water that is currently entering the neighborhood upstream of the MBJH retention pond from higher elevation areas and causing flooding and significant property damage. We do not live in a flood plain, yet our properties continue to flood due to an inadequate storm water system.
- We request the City immediately commission a comprehensive engineering study to examine options for improving the storm water drainage infrastructure upstream of the MBJH retention pond in conjunction with the improvements planned for MBJH and specifically at the Richmar Drive /Mountain Lane Cut.

- Piping gutters underground and extending them to the curb
- New home construction
- This activity causes water to run off more quickly than the former lawns and smaller houses that occupied the uphill neighborhoods, contributing to much more rapidly rising waters in a flash flood event.
- The City is addressing flooding impacts to MBJH and downstream organizations and residents but thus far hasn't considered or addressed the flooding in the Richmar Drive /Mountain Lane area.
- Significant flooding events are increasingly common, resulting from flash floods, when thunderstorms create heavy rain in a short period of time.
  - The drainage ditch in the walkthrough area connecting Mountain Lane to Richmar Drive (the "Cut") is consistently overwhelmed by the amount of water entering from Mountain Lane and both directions of Montevallo Lane on the surface and through both: 1. the culvert running under Montevallo Lane and 2. the drainage pipe originating uphill near a power substation located on an alley off of Montevallo Lane (See Exhibit A).
  - When this happens, the entire Cut area floods because the culvert running under Richmar is not large enough to carry sufficient water from the Cut to the ditch running down to the MBJH retention pond to keep the Cut from flooding. Likewise, the ditch behind the houses on Mountain Lane overflows into back yards because water can't flow downstream into the Cut due to the bottleneck at the culvert running under Montevallo Lane.
  - On May 4, 2021 and June 8, 2022, flood waters overtopped Richmar Drive and then flowed south on Richmar Drive all the way down to MBJH. On May 4, 2021, Richmar Drive was under approximately a foot of water (See related video) resulting in heavy flooding in residents' yards, finished basements and garages. Likewise, the June 8, 2022 event caused similar damage to residents' homes due to flooding of Richmar Drive. Impacts include flooded garages, basements, generators, crawl spaces, vehicles, washed out landscaping, and sewage backups.
  - There have been a number of recent instances when the Cut has almost overtopped Richmar Drive. This is a fairly regular occurrence. Any considerable rainfall causes the ditch in the Cut to breach its banks and flood the adjoining properties (See Figure 3).
- During these flood events, the culverts at the Cut become severe safety hazards, with giant "whirlpools" descending into narrow culverts that could easily result in death for anyone who falls into the water near the culverts.
  - The Cut serves as a walking path for children and adults throughout the neighborhood.
  - Neighborhood children use the Cut to reach both Crestline Elementary and MBJH during the school year.
  - Repetitive flooding carries trash and waste into the ditch in the Cut.

APPENDIX I

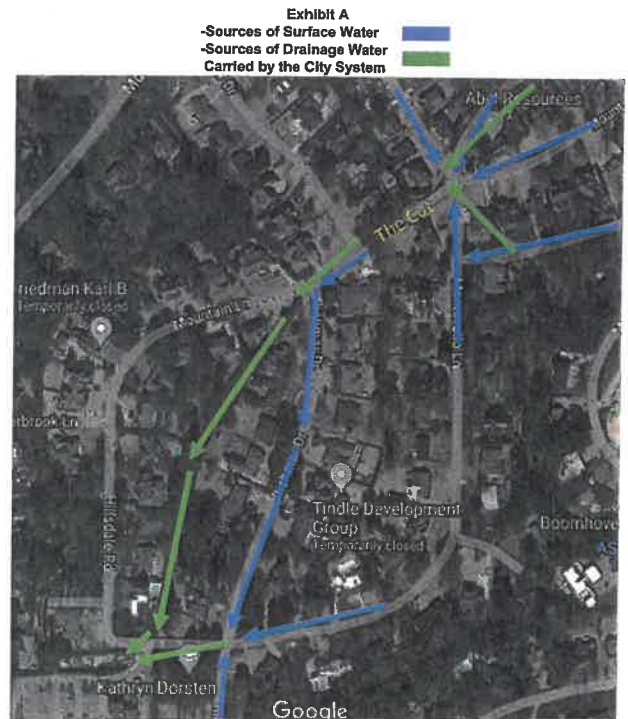


Figure 1. The Cut (June 23, 2022)



Figure 2. The Cut overtopping Richmar Drive (May 4, 2021)



Figure 3. The Cut (March 16, 2022). Water in the ditch in the Cut frequently reaches this level during non-flash flooding rainfalls (ignore the yellow circle).



APPENDIX 1

Figure 4. The Cut (June 23, 2022)



Figure 6. The Cut (June 23, 2022)



Figure 5. The Cut (June 8, 2022)



Figure 7. The Cut (June 8, 2022)



Figure 8. Richmar Drive Facing West at the Cut. All of this water overflowed from the ditch in the Cut and traveled down Richmar Drive to MBJH. (May 4, 2021).



Figure 9. Residence adjacent to the Cut (May 4, 2021).



Figure 10. Residence adjacent to the Cut (May 4, 2021)



APPENDIX I

Figure 11. Residence adjacent to the Cut looking out at the east end of the Cut (May 4, 2021). Note the amount of surface water traveling towards the Cut: 1.down Montevallo Lane from both directions and 2.down Mountain Lane. |



Figure 12. The east end of the Cut (May 4, 2021). Note that the water in the ditch is above street level.



Figure 13. The east end of the Cut (May 4, 2021). Note the volume of water that moved those railroad ties.



Figure 14. East end of the Cut looking up Montevallo Lane (May 4, 2021). Note the amount of surface water traveling down Montevallo Lane to the Cut.





APPENDIX 2



**MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK  
JUNE 27, 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 7:11 p.m. on the 27<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. INTRODUCED SPECIAL GUESTS-SCOUTS**

Par Rich-Troup 53 out of St. Peters

- Present for Citizenship and Community Merit badge

Isabel Dionne-Troup 186 out of St. Lukes

- Present for Communications Merit badge

**2. CONSENT AGENDA**

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

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

<b>2022-087</b>	Award the bid for 5 2021 Dodge Charger Police Pursuit Vehicles to Stivers Chrysler, Dodge, Jeep, Ram	Exhibit 1, Appendix 1
<b>2022-088</b>	Forgive loan between the City and Mountain Brook Sports Park Foundation	Exhibit 2
<b>2022-089</b>	Authorize agreement for additional consulting services between City and Schoel Engineering Company, Inc. for the study and preliminary design of up-basin drainage in Mountain Brook Junior High area	Exhibit 3, Appendix 2

<b>2022-090</b>	Amend the City of Mountain Brook Accounting Policies and Procedures Manual with respect to the purchase order threshold of \$3,000	Exhibit 4, Appendix 3
<b>2022-091</b>	Authorize the creation of one Parks and Recreation Superintendent II position for the Park and Recreation Department	Exhibit 5
<b>2022-092</b>	Recommend to the ABC Board the issuance of a Special Events Retail license to TRO, Inc. (Oteys Fest).	Exhibit 6, Appendix 4

Thereupon, the foregoing minutes and resolutions (Nos. 2022-087 through 2022-092), 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. 2022-087 through 2022-092) were adopted by a vote of 5—0 and as evidence thereof she signed the same.

**3. CONSIDERATION OF AN ORDINANCE (NO. 2124) REDUCING THE SPEED LIMIT ON SURREY ROAD AND UPPER CANTERBURY ROAD TO 20MPH AND TO PROVIDE FOR PUNISHMENT FOR VIOLATIONS (EXHIBIT 7)**

Council President Smith introduced the ordinance in writing. It was then moved by council Member Shelton 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 President Pro Tempore Pritchard 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 Pritchard then moved for the adoption of said ordinance. The motion was seconded by

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

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

Nays: None

Council President Smith declared that the ordinance (No. 2124) is hereby adopted by a vote of 5-0 and, as evidence thereof, she signed the same.

**4. CONSIDERATION OF AN ORDINANCE (NO. 2125) PROVIDING FOR AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF MOUNTAIN BROOK AND THE CITY OF BIRMINGHAM FOR THE 2022 WORLD GAMES (EXHIBIT 8)**

Council President Smith introduced the ordinance in writing. It was then moved by council Member Garner 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 President Pro Tempore Pritchard 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 Member Garner then moved for the adoption of said ordinance. The motion was seconded by Council President Pro Tempore Pritchard. 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. 2125) is hereby adopted by a vote of 5-0 and, as evidence thereof, she signed the same.

**5. CONSIDERATION OF AN ORDINANCE (NO. 2126) APPROVING THE REAL ESTATE CONTRACT FOR 116 HILLSDALE DRIVE (EXHIBIT 9)**

Council President Smith introduced the ordinance in writing. It was then moved by council Member Shelton 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 President Pro Tempore Pritchard 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 Pritchard then moved for the adoption of said ordinance. The motion was seconded by Council Member Womack. Thereupon, Council President Smith called for vote with the following results:

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

Nays: None

Council President Smith declared that the ordinance (No. 2124) is hereby adopted by a vote of 5-0 and, as evidence thereof, she signed the same.

**6. ANNOUNCEMENT**

Council President Smith announced the next regular meeting of the City Council is July 11, 2022, 7:00p.m.

**7. EXECUTIVE SESSION AND ADJOURNMENT**

There being no further topics for discussion, Council President Pro Tempore Pritchard 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 President Smith. Then, upon the question being put and the roll called, the vote was recorded as follows:

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

Nays: None

President Smith then adjourned the meeting at approximately 7:49 p.m.

## 8. 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 27, 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 July 11, 2022

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### EXHIBIT 1 RESOLUTION NO. 2022-087

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby awards the bid for five (5) 2021 Dodge Charger Police Pursuit Vehicles to Stivers Chrysler, Dodge, Jeep, Ram in the amount of \$153,215.75, having been determined by the City to have submitted the only bid in conformance with the expressed specifications.

### APPENDIX 1

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### EXHIBIT 2 RESOLUTION NO. 2022-088

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby forgives the loan between the City and Mountain Brook Sports Park Foundation (Resolution No. 2021-089) with respect to the public improvements at Rathmel Sports Park.

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### EXHIBIT 3 RESOLUTION NO. 2022-089

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the agreement for additional consulting services between the City and Schoel Engineering Company, Inc. for the study and preliminary design of up-basin drainage in Mountain Brook Junior High area.

**APPENDIX 2**

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**EXHIBIT 4**

**RESOLUTION NO. 2022-090**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby approves an amendment (as illustrated below) of section 2. D. of the “City of Mountain Brook Accounting Policies and Procedures Manual” with respect to the purchase order threshold of \$3,000 [formerly \$1,000].

“D. Unauthorized Purchases

Purchase Requisitions, Purchase Orders (generally required for purchases of \$3,000 or more), and contracts must be properly issued or executed BEFORE ordering or purchasing the desired products or services. Each Department Supervisor is responsible for assuring that their designees adhere to this policy and all other policies and procedures outlined in this section. The issuance of unauthorized Purchase Orders (expressed or implied) will not be recognized by the City and payment of such purchases will not be approved. Such unauthorized purchases will be classified as personal expenses the payment of which will be the responsibility of the individual or individuals that initiated the unauthorized purchase.”

**BE IT FURTHER RESOLVED** by the City Council of the City of Mountain Brook, Alabama that any other references to the purchase order threshold included in said manual or other administrative forms utilized by the City shall also be updated to reflect the \$3,000 threshold prescribed above.

**APPENDIX 3**

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**EXHIBIT 5**

**RESOLUTION NO. 2022-091**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the creation of one (1) Parks and Recreation Superintendent II (Class no. 04183, G26/10) for the Park and Recreation Department to be filled at the discretion of the City Manager in accordance with the “Rules and Regulations” of the Personnel Board of Jefferson County.

**EXHIBIT 6**

**RESOLUTION NO. 2022-092**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the

City Council hereby recommends to the State of Alabama, Alcoholic Beverage Control Board, the issuance of a 140 – Special Events Retail license to TRO, Inc., (trade name: Oteys Fest), 224 Country Club Park, Mountain Brook, AL 35213.

**BE IT FURTHER RESOLVED** that the City Clerk is hereby instructed to forward a copy of this resolution to the State of Alabama, Alcoholic Beverage Control Board.

#### APPENDIX 4

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#### EXHIBIT 7

#### ORDINANCE NO. 2124

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

**Section 1.** Speed limit of Surrey Road. Section 50-46(b)(5) of the “Code of Ordinances” of the City of Mountain Brook, Alabama which lists those streets of portions thereof that have been ordained a speed limit of twenty-five (25) miles per hour is hereby amended to exclude the following street along with all other streets or portions thereof currently included therein:

- a. Surrey Road

**Section 2.** Speed limit of Surrey Road and Upper Canterbury Road. Section 50-46(b)(6) of the “Code of Ordinances” of the City of Mountain Brook, Alabama which lists those streets of portions thereof that have been ordained a speed limit of twenty (20) miles per hour is hereby amended to include the following streets along with all other streets or portions thereof currently included therein:

- a. Surrey Road
- b. 2800 block of Canterbury Road at Overhill Road to Montevallo Road

**Section 2.** Any person violating the provisions of this ordinance shall be punished by a fine not to exceed \$500.00, or by imprisonment not to exceed 180 days, or both.

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

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

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

#### APPENDIX 5

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#### EXHIBIT 8

#### ORDINANCE NO. 2125

**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.

## **APPENDIX 6**

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## **EXHIBIT 9**

**ORDINANCE NO. 2126**

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

**SECTION 1.**

On June 13<sup>th</sup>, 2022 the City Council of Mountain Brook approved Ordinance No. 2123 authorizing the sale of 116 Hillsdale Road and declaring said real property as no longer needed for public or municipal purposes.

- 116 Hillsdale Drive Mountain Brook, Alabama (21-00-43-1-001-034.000 Book 41, Page 73) Map reference: 28-04-3/28-04-3

**SECTION 2.**

The Mountain Brook City Council approves the real estate contract, in the form attached hereto as Exhibit A.

**SECTION 3.**

The Mayor or City Manager is authorized and directed to execute and attest, respectively, for and on behalf of the City of Mountain Brook, Alabama any and all documents necessary to effectuate closing of the sale including but not limited to a deed transferring title to the purchaser.

**SECTION 3. Publication.**

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

**APPENDIX 7**

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MINUTE BOOK 92

CITY OF MOUNTAIN BROOK
56 CHURCH STREET
MOUNTAIN BROOK, ALABAMA 35213 1031
OFFICE OF PURCHASING AGENT (CITY MANAGER)

BID TABULATION AND RECOMMENDATION
BID NUMBER B-20220614-804
CITY OF MOUNTAIN BROOK
Dodge Charger Police Pursuit Vehicles

BID COVER SHEET - BID NUMBER B-20220614-804

Bid Request Posted this Date: June 14, 2022
Bids to be opened this Date and Time: June 21, 2022 10:00am

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.

s/ Sam Gaston, City Manager
Sam S. Gaston, City Manager and Purchasing Agent

One bid was received on June 21, 2022 by 10:00 am at Mountain Brook City Hall regarding the purchase of (5) 2021 Dodge Charger Police Pursuit Vehicles.

Stivers Chrysler, Dodge, Jeep, Ram \$153,215.75

It is my recommendation to award the bid to Stivers Chrysler, Dodge, Jeep, Ram. Stivers Chrysler, Dodge, Jeep, Ram has submitted the lowest responsible bid.

Lt. Jason Rhoads
Mountain Brook Police Dept.

BIDDER Stivers C, D, J, R TELEPHONE Call 206-315-2286
ADDRESS 2209 Cobbs Ford Rd
EMAIL bobhadkins32@aol.com
CITY Prattville STATE AL ZIP 36066
BID AMOUNT (AS PER SPECIFICATIONS) \$ 30,643.15

Note: MUNICIPALITIES ARE EXEMPT FROM STATE SALES TAX

This bid must be signed below by bidder's principal/officer/agent and notarized.
Sworn to and subscribed before me on this day of \_\_\_\_\_, 20\_\_
Auth. Signature: [Signature]
Name: Bob Hadkins
Title: Fleet Manager
Notary Public
My Commission Expires:

APPENDIX 1

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INVITATION TO BID - BID NUMBER B-20220614-804
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 14, 2022
BID TITLE: Dodge Charger Police Pursuit Vehicles Bid
BIDS WILL BE OPENED: June 21, 2022 at 10:00am and may not be withdrawn within 10 days after such date and time.

FEDERAL EMPLOYER IDENTIFICATION (FEIN) OR SOCIAL SECURITY NUMBER:

CASH DISCOUNT TERMS:

VENDOR NAME: Stivers C, D, J, R

VENDOR MAILING ADDRESS: 2209 Cobbs Ford Rd

CITY, STATE, ZIP: Prattville, AL 36066

TELEPHONE: Call 206-315-2286

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 of 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
Bob Hadkins, Fleet Manager

NOTICE TO BIDDERS

The City of Mountain Brook is seeking the lowest and most responsible bid for (5) 2021 Dodge Charger Police Pursuit Vehicles, 5.7 liter V8 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 21st at 10:00am 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 21, 2022 at 10:00am 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.

CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS

FORD POLICE INTERCEPTOR UTILITY VEHICLES SPECIFICATIONS

CITY OF MOUNTAIN BROOK

INVITATION TO BID - BID NUMBER B-20220615-803

DATE: JUNE 14, 2022

MINUTE BOOK 92

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, C, D, J, R
ADDRESS: 2209 Bobbs Ford Rd
CITY/STATE: Prattville, AL ZIP CODE: 36066
PHONE NUMBER: Cell 206-315-7796
DATE: 06/14/2022
TYPE OR PRINT NAME: Butch Adkins
AUTHORIZED SIGNATURE: [Signature] (Officer of the company)

The Mountain Brook Police Department is interested in purchasing (5) 2021 Dodge Charger Police Pursuit Vehicles, 5.7 liter V8. 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 Dodge Charger Police Pursuit Vehicle
2. Vehicle year 2021
3. 5.7 liter V8
4. Agate black in color
5. Cloth front bucket seats with vinyl rear seats

Installed Emergency Equipment in Each Vehicle

- 1. Allegiant light bar package (All blue lights)
2. Base Light Package

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.

1. Base unit price (Bid) .....\$ 30,649.15

(Attach documentation for any substitutions regarding specifications).

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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 comply with applicable requirements of Occupational Safety and Health Act and any 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 violation 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 taking an order, the winning vendor has not delivered said items.

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

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APPENDIX 1

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 the acceptance of item(s) as an approved equivalent.

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 expedient 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.

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.

12. **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

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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 meet or exceed the specifications indicated. Items not conforming to specifications may be rejected and returned at the vendor's expense.

**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 is actually received at the business office before proposal opening time. All material submitted in response to this request shall become the property of the City.

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14. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the 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.

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

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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 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.

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

June 27, 2022

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Heather Richards <richardsh@mtnbrook.org>

# MINUTE BOOK 92

## Request for council agenda

Jason Rhoads <rhoadsj@mtnbrook.org> Tue, Jun 21, 2022 at 12:41 PM  
To: Heather Richards <richardsh@mtnbrook.org>  
Cc: Sam Gaston <gastons@mtnbrook.org>, Steve Boone <boones@mtnbrook.org>, Janet Forbes <forbesj@mtnbrook.org>

I'm requesting the following Bld be added to the council agenda for Monday 6/27/22 for council approval. Thank you.

**Lt. Jason Rhoads**  
Patrol Division  
Mountain Brook Police Department  
101 Tibbett Street  
Mountain Brook, AL 35213  
205.802.3857 (desk)  
205.288.1372 (cell)  
205.874.0631 (fax)  
rhoadsj@mtnbrook.org

### 2 attachments

- Police Dodge Chargers Bid Tabulation and Recommendation.docx  
14K
- Dodge Charger Bld.pdf  
1052K

APPENDIX 1

Mountain Brook City Council Pre-Meeting – June 27, 2022

Re: Flooding issues on Mountain Lane and Richmar Drive

June 23, 2022

**Summary: Homeowners on Richmar Drive and Mountain Lane have experienced severe flooding events and request that the City Council commission a study of potential storm water infrastructure improvements to address recurring flooding issues.**

- Background
  - In 2021, the City engaged Schoel Engineering to complete a study in connection with improvements needed at MBJH to prevent another flooding event like the one experienced on May 4, 2021. Schoel presented its findings along with three proposed options to correct the MBJH issues at the Council's December 13, 2021 meeting.
  - During the December 13, 2021 meeting, Council members noted that it is important to take into consideration the potential impact of the three options on residents and organizations downstream from MBJH. During subsequent Council meetings, Schoel was engaged to study such downstream impacts.
  - Schoel delivered its findings and suggestions regarding downstream impacts to the Council on May 9, 2022. At the same meeting, Schoel provided its recommendation regarding the three options first introduced during the December 13, 2021 Council meeting.
  - Schoel recommended an option that primarily includes the expansion of the MBHS retention pond by approximately 20%, the installation of a larger box culvert under Hillsdale Road, and the construction of a 42" relief culvert running behind MBHS and under the sports fields. An alternate option presented to the Council included the construction of an additional retention pond on the Hillsdale property purchased by the City in 2021.
- Many residents on Richmar Drive and Mountain Lane experienced flooding and costly property damage to the interior and exterior of their homes during the flash flooding events that took place on May 4, 2021 and June 8, 2022.
  - Multiple other events have come close to creating similar impacts.
  - The flooding is attributable to inadequate storm-water infrastructure.
  - The flooding results in severe property damage and health and safety hazards for residents in the area.
  - Significant upstream construction activity and residential development over the years has directly contributed to the flooding risks.
    - Larger driveways
    - Bigger roofs

- Piping gutters underground and extending them to the curb
- New home construction
- This activity causes water to run off more quickly than the former lawns and smaller houses that occupied the uphill neighborhoods, contributing to much more rapidly rising waters in a flash flood event.
- The City is addressing flooding impacts to MBJH and downstream organizations and residents but thus far hasn't considered or addressed the flooding in the Richmar Drive /Mountain Lane area.
- Significant flooding events are increasingly common, resulting from flash floods, when thunderstorms create heavy rain in a short period of time.
  - The drainage ditch in the walkthrough area connecting Mountain Lane to Richmar Drive (the "Cut") is consistently overwhelmed by the amount of water entering from Mountain Lane and both directions of Montevallo Lane on the surface and through both: 1. the culvert running under Montevallo Lane and 2. the drainage pipe originating uphill near a power substation located on an alley off of Montevallo Lane (See Exhibit A).
  - When this happens, the entire Cut area floods because the culvert running under Richmar is not large enough to carry sufficient water from the Cut to the ditch running down to the MBJH retention pond to keep the Cut from flooding. Likewise, the ditch behind the houses on Mountain Lane overflows into back yards because water can't flow downstream into the Cut due to the bottleneck at the culvert running under Montevallo Lane.
  - On May 4, 2021 and June 8, 2022, flood waters overtopped Richmar Drive and then flowed south on Richmar Drive all the way down to MBJH. On May 4, 2021, Richmar Drive was under approximately a foot of water (See related video) resulting in heavy flooding in residents' yards, finished basements and garages. Likewise, the June 8, 2022 event caused similar damage to residents' homes due to flooding of Richmar Drive. Impacts include flooded garages, basements, generators, crawl spaces, vehicles, washed out landscaping, and sewage backups.
  - There have been a number of recent instances when the Cut has almost overtopped Richmar Drive. This is a fairly regular occurrence. Any considerable rainfall causes the ditch in the Cut to breach its banks and flood the adjoining properties (See Figure 3).
- During these flood events, the culverts at the Cut become severe safety hazards, with giant "whirlpools" descending into narrow culverts that could easily result in death for anyone who falls into the water near the culverts.
  - The Cut serves as a walking path for children and adults throughout the neighborhood.
  - Neighborhood children use the Cut to reach both Crestline Elementary and MBJH during the school year.
  - Repetitive flooding carries trash and waste into the ditch in the Cut.

APPENDIX 2

- The residents of these streets have invested significant amounts of money protecting their properties from flooding through the installation of driveway improvements, landscaping, and drainage on their own properties
  - We are out of options. The flooding results from the inadequate storm water infrastructure, not water that falls on our properties.
- The City's own external engineers have described the culverts at the Cut as inadequate and too small for the volume of water in a meeting with Richmar Drive residents shortly following the June 8, 2022 flood event.
- The City has planned for large investments at MBJH and adjacent to Pine Crest Road, but has not considered or addressed the failures of storm water infrastructure upstream from the MBJH retention pond.
  - The residents of this area are concerned that all of the studies completed to date, and recommendations resulting from those studies, have not taken into account the volume of water that is forced down Richmar Drive when the ditch at the Cut overtops Richmar Drive. Those studies were completed before the residents contacted the City Manager regarding the flooding issues at the Cut. The options considered by the City to address the MBJH issues don't appear to take into account the volume of surface water that travels down Richmar Drive into the MBJH area during one of these events.
  - The residents of this area are advocating for a comprehensive plan that will address the increasing volume of water that is currently entering the neighborhood upstream of the MBJH retention pond from higher elevation areas and causing flooding and significant property damage. We do not live in a flood plain, yet our properties continue to flood due to an inadequate storm water system.
- We request the City immediately commission a comprehensive engineering study to examine options for improving the storm water drainage infrastructure upstream of the MBJH retention pond in conjunction with the improvements planned for MBJH and specifically at the Richmar Drive /Mountain Lane Cut.

**Exhibit A**  
 -Sources of Surface Water  
 -Sources of Drainage Water Carried by the City System

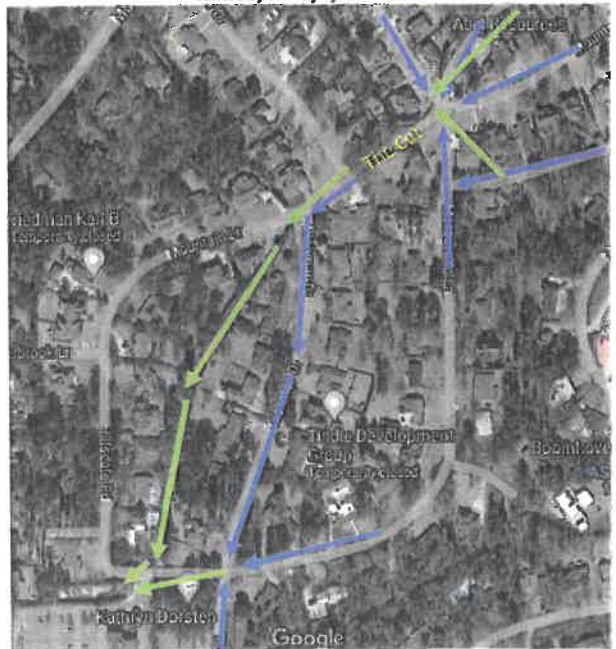


Figure 1. The Cut (June 23, 2022)



Figure 2. The Cut overtopping Richmar Drive (May 4, 2021)



Figure 3. The Cut (March 16, 2022). Water in the ditch in the Cut frequently reaches this level during non-flash flooding rainfalls (ignore the yellow circle).



APPENDIX 2

Figure 4. The Cut (June 23, 2022)



Figure 5. The Cut (June 8, 2022)



Figure 6. The Cut (June 23, 2022)



Figure 7. The Cut (June 8, 2022)





Figure 8. Richmar Drive Facing West at the Cut. All of this water overflowed from the ditch in the Cut and traveled down Richmar Drive to MBJH. (May 4, 2021).



Figure 9. Residence adjacent to the Cut (May 4, 2021).



Figure 10. Residence adjacent to the Cut (May 4, 2021)



APPENDIX 2

Figure 11. Residence adjacent to the Cut looking out at the east end of the Cut (May 4, 2021). Note the amount of surface water traveling towards the Cut: 1. down Montevallo Lane from both directions and 2. down Mountain Lane. ]



Figure 12. The east end of the Cut (May 4, 2021). Note that the water in the ditch is above street level.



Figure 13. The east end of the Cut (May 4, 2021). Note the volume of water that moved those railroad ties.

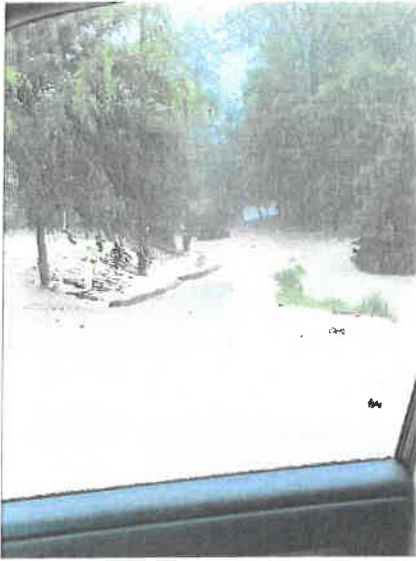


Figure 14. East end of the Cut looking up Montevallo Lane (May 4, 2021). Note the amount of surface water travelling down Montevallo Lane to the Cut.



APPENDIX 2

**Agreement for Additional Consulting Services**

**Mountain Brook Junior High Drainage Improvements Study and Design**

**Study and Preliminary Design of Up-Basin Drainage in Mountain Brook Junior High Area**

June 20, 2022

This AGREEMENT, entered into by and between The City of Mountain Brook, Alabama, hereinafter referred to as the Client, and Schoel 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 study and preliminary design of up-basin drainage will be performed

**PROPOSED SCOPE & SERVICES**

**1. ADDITIONAL TOPOGRAPHIC SURVEYING**

The Consultant would obtain certain additional topographic information on drainage upstream from the Junior High. The detailed scope is as follows:

- Obtain topography in the Hillsdale Road/Richman intersection
- Obtain Topography of drainage in the vicinity of "The Cut"
- Obtain channel cross sections and building floor elevations along main channel
- Process data and incorporate into design base file

Lump Sum Fee: \$ 9,700

**2. UPDATE OF HYDROLOGIC MODEL TO EXAMINE UP-BASIN DRAINAGE FEATURES**

The Consultant would update the Hydrologic Model in order to examine detailed up-basin drainage. The detailed scope is as follows:

- Develop basin limits and parameters for drainage features up-basin
- Input drainage structures and cross sections into SWMM Model
- Run model simulations

Lump Sum Fee: \$ 6,500

**3. PRELIMINARY DESIGN OF DRAINAGE IMPROVEMENTS IN UP-BASIN AREAS**

The Consultant would develop preliminary design and prepare preliminary plans for drainage improvements up-basin. This is likely to include a replacement for the pipe draining "The Cut", as well as local drainage improvements to better collect stormwater and direct it into the drainage infrastructure. The detailed scope is as follows:

- Coordinate as required with Client
- Develop preliminary design of major drainage infrastructure up-basin
- Design of improvements to local drainage and the collection system
- Preparation of brief study report and exhibits

Lump Sum Fee: \$ 10,450

**4. FINAL DESIGN OF DRAINAGE IN MONTEVALLO LANE**

The Consultant would develop final design of drainage infrastructure in Montevallo Lane. This design will be incorporated into the overall Mountain Brook Junior High construction plans. The detailed scope is as follows:

- Develop final design of drainage in Montevallo Lane
- Develop construction plans, including:
  - o Drainage Layout Plan
  - o Storm Drainage Profile Plan

Lump Sum Fee: \$ 7,450

**FEE SUMMARY**

1. Additional Topographic Surveying	\$ 9,700
2. Update of Hydrologic Model to Examine Up-Basin Drainage Features	\$ 6,500
3. Preliminary Design of Drainage Improvements in Up-Basin Areas	\$ 10,450
4. Final Design of Drainage in Montevallo Lane	\$ 7,450
<b>Total Lump Sum Fee</b>	<b>\$ 34,100</b>

**NOT INCLUDED IN SCOPE OF WORK**

1. Final Design (except for Item 4 above)

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 12/31/2022**

Senior Principal	\$ 275.00 per hour
Principal	\$ 200.00 per hour
Field Survey Party	\$ 185.00 per hour
Chief Land Surveyor/Assistant Director	\$ 175.00 per hour
Senior Project Manager	\$ 165.00 per hour
Project Manager	\$ 150.00 per hour
Senior Professional	\$ 140.00 per hour
Project Professional	\$ 125.00 per hour
Staff Professional	\$ 115.00 per hour
Senior Designer / Drafter / Specialist	\$ 115.00 per hour
Designer 2 / Drafter 2 / Specialist 2	\$ 100.00 per hour
Designer 1 / Drafter 1 / Specialist 1	\$ 90.00 per hour
Administrative / Technical Support	\$ 75.00 per hour
Transportation	\$ 0.56 per mile

Printing and other reimbursable expenses will be charged at cost, and are not included in the fee basis described above. Sub-consultant invoices will be billed to the client at a rate of 110% of the sub-consultant invoice. Overtime rates may apply for work required during non-standard work hours.

**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 and practices of the 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.

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:

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

(a) Professional Liability 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.

(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) 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.

(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 subpart 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.

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.

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

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

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

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

APPENDIX 2

15) 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-Hamilton 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 Minutes of the Board of Directors of the Client.

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: [Signature]  
Stewart H. Welch III

Its: Mayor

Date: 6-27-2022

SCHOEL ENGINEERING COMPANY, INC. (CONSULTANT)

By: [Signature]  
Walter Schoel III

Its: President

Date: June 23, 2022

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: \_\_\_\_\_



To: Sam Gaston, City Manager  
From: Steven Boone  
Date: June 24, 2022  
Subject: Purchase order limit

Currently, the City's purchasing policies generally require purchase orders for purchases of \$1,000 or more. This threshold was set in 2012 (Resolution No. 2012-135). Several department supervisors have requested that the threshold be increased.

In order to align with federal procurement guidelines applicable whenever federal funds are involved, I am recommending the City's purchase order threshold be increased from \$1,000 to \$3,000.



June 28, 2022

Ms. Valencia Johnson
Alabama ABC Board
234 Aquarius Drive, Suite 103
Homewood, AL 35209

Facsimile: (205) 942-2101

Gentlemen:

Attached is a copy of a resolution passed at the June 27, 2022, City Council meeting recommending the issuance of 140 - Special Events Retail Liquor license as follows:

TRO Inc.
Trade name: Oteys Fest
224 Country Club Park
Mountain Brook, AL 35213

If you have any questions, please call me at 802-3823.

Sincerely,

Handwritten signature of Heather Richards

Heather Richards
City Clerk

Enclosure

c: Brad McGiboney
brad@alabc.com

APPENDIX 4



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20220624093936210



Type License: 140 - SPECIAL EVENTS RETAIL
Type License:
Trade Name: OTEYS FEST
Applicant: TRO INC
Location Address: 224 COUNTRY CLUB PARK MOUNTAIN BROOK, AL 35213
Mailing Address: 300 OFFICE PARK DR; SUITE 206 MOUNTAIN BROOK, AL 35213
County: JEFFERSON Tobacco sales: NO Tobacco Vending Machines:
Product Type: Type Ownership:
Book, Page, or Document Info: 9614/9524
Do you sell Draft Beer?:
Date Incorporated: 12/27/1996 State incorporated: AL County Incorporated: JEFFERSON
Date of Authority: 12/27/1996
Federal Tax ID: 72-1344791 Alabama State Sales Tax ID: 3700 54864

Table with 4 columns: Name, Title, Date and Place of Birth, Residence Address. Row 1: WILKIE FRANKLIN HAVER JR, PRESIDENT, BIRMINGHAM, AL, 1036 FREDERICKSBERG DR BIRMINGHAM, AL 35213

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? YES
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: BRAD MCGIBONEY Home Phone: 205-601-9935
Business Phone: 205-601-9935 Cell Phone: 205-601-9935
Fax: E-mail: brad@alabc.com

PREVIOUS LICENSES & Agendas Committee 202206280637 Minutes.docx
Trade Name: OTEYS FEST License 1: 011564937
Applicant: TRO INC License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20220624093936210



If applicant is leasing the property, is a copy of the lease agreement attached?
Name of Property owner/lessor and phone number: SOUTHFACE MANAGEMENT, INC. 205-271-7244
What is lessors primary business? REAL ESTATE
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 99999 Display Square Footage:
Building seating capacity: 99999 Does Licensed premises include a patio area? NO
License Structure: SHOPPING CENTER License covers: OTHER
Number of licenses in the vicinity: 0 Nearest: 0
Nearest school: 0 blocks Nearest church: 0 blocks Nearest residence: 0 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Table with 4 columns: Name, Violation & Date, Arresting Agency, Disposition. Multiple empty rows.

June 27, 2022



**STATE OF ALABAMA**  
**ALCOHOLIC BEVERAGE CONTROL BOARD**  
**ALCOHOL LICENSE APPLICATION**  
**Confirmation Number: 20220624093936210**



**BOOK 92**

**Initial each**

*BSM*  
*BSM*

**Signature page**

In reference to law violations, I attest to the truthfulness of the responses given within the application.  
 In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.  
 In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.  
 In reference to Special Retail, Special Events retail licenses, and Wine Festival and Wine Festival Participant licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.  
 In reference to the Club Application Information, I attest to the truthfulness of the responses given within the application.  
 In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.  
 In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.  
 The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.  
 The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violates any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.  
 I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): *TRO, Inc. (via counsel Brad McGiboney)*

Signature of Applicant: *Brad McGiboney*

Notary Name (print): *Charital Bradley*

Notary Signature: *Charital Bradley* Commission expires: *3/14/2026*

Application Taken: App. Inv. Completed: Forwarded to District Office:  
 Submitted to Local Government: Received from Local Government:  
 Received in District Office: Reviewed by Supervisor: Forwarded to Central Office:

Receipt Confirmation Page

Receipt Confirmation Number: 20220624093936210  
 Application Payment Confirmation Number: 84878634043

Payment Item	Payment Amount	Fee
Application Fee for License 140		\$30.00
	Total Amount to be Charged	\$60.00

Payment Item	County Fee	State Fee	Total Fee
140 - SPECIAL EVENTS RETAIL	\$150.00	\$150.00	\$300.00
			\$0.00
	Total Amount to be Charged	\$150.00	\$800.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 140 - SPECIAL EVENTS RETAIL  
 License Type 2:  
 License County: JEFFERSON  
 Business Type:  
 Trade Name: OTEYS FEST  
 Applicant Name: TRO INC  
 Location Address: 224 COUNTRY CLUB PARK  
 MOUNTAIN BROOK, AL 35213  
 Mailing Address: 300 OFFICE PARK DR; SUITE 206  
 MOUNTAIN BROOK, AL 35213  
 Contact Person: BRAD MCGIBONEY  
 Contact Home Phone: 205-601-9935  
 Contact Business Phone: 205-601-9935  
 Contact Fax:  
 Contact Cell Phone: 205-601-9935  
 Contact Email Address:  
 Contact Web Address:  
 Contact Relationship to Applicant: POA

APPENDIX 4

**FAX**

TRANSMISSION VERIFICATION REPORT

TIME : 06/28/2022 17:09  
 NAME :  
 FAX :  
 TEL :  
 SER. # : U63315H4J769512

DATE, TIME	06/28 17:02
FAX NO./NAME	12059422101
DURATION	00:06:54
PAGE(S)	00
RESULT	OK
MODE	STANDARD

To: Alabama ABC Board From: Heather Richards  
 Fax: 205-942-2101 Pages: 7  
 Phone: Date: 06/28/2022

Subject: 140-Special Events Retail (Oteys Fest)

Message:  
 Please email me confirmation of this fax to richardsh@mtnbrook.org