

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
JULY 11, 2022**

[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 6:30 p.m. on the 11th day of July, 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

Absent: Stewart Welch III, Mayor

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

1. AGENDA

1. Amendment to the Sprinkler System requirements

Glen Merchant-Building Official

- Purpose of the amendment to the Ordinance is to add an exception for new building structures
- This allows the Fire Marshall to make an exception if resident cannot sprinkle residence

Lee Rhudy-Fire Marshal

- This proposed amendment would only affect new construction (renovations or additions would not apply)
- Tack lines on trucks are 250 feet long (this is what can be taken off the truck and taken into residence)
- Fire trucks weigh about 93,000 pounds (fully dressed)
- Another issue: There are 32 residential bridges in Mountain Brook
- Asked homeowners to get engineers to see the structural limitations of their bridges

Whit Colvin-City Attorney

- The original Ordinance stated residents had to sprinkle, later exceptions were added
- The proposed amendment would be an exception to the exception

Virginia Smith-Council President

- First reading of Ordinance at formal meeting

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

2. 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 and that the City Council shall reconvene at approximately 7 p.m. upon conclusion of the executive session. The City Attorney certified that the subject matters were allowed to be discussed in executive pursuant to Alabama Law. The motion was seconded by Council Member Shelton. Then, upon the question being put and the roll called, the vote was recorded as follows:

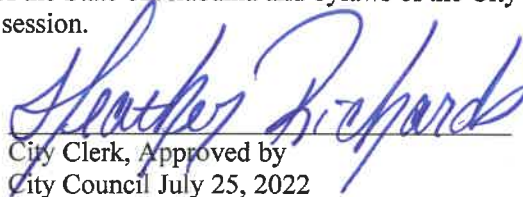
Ayes: Virginia C. Smith, Council President
William S. Pritchard III, Council President Pro Tempore
Gerald A. Garner
Alice B. Womack
Lloyd C. Shelton

Nays: None

President Smith then adjourned the pre-meeting at approximately 6:54 p.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 regular session of the City Council of the City of Mountain Brook, Alabama held at City Hall, Pre-Council Room (A-106) on July 11, 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 25, 2022

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
JULY 11, 2022**

[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 11th day of July, 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

Absent: Stewart Welch III, Mayor

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

Asher Reddington-Troup 76 out of Liberty Park

- Present for Community Merit badge

2. PARKS AND RECREATION MONTH PROCLAMATION NO. 2022-093 (EXHIBIT 1)

Virginia Smith-Council President

- Presented Shanda Williams, the Parks and Recreation Superintendent, with the Proclamation

3. CONSENT AGENDA

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

Approval of the minutes of the June 27, 2022, regular meeting of the City Council

2022-094	Approve the proposal between the City and Granicus with respect to the GOV QA software program for the garbage services	Exhibit 2, Appendix 1
2022-095	Install one fire hydrant to service the Crestline Elementary School located at 5 Elm Street	Exhibit 3, Appendix 2

2022-096	Authorize the City to join the state of Alabama and other local governments as participants in current and future opioid settlements	Exhibit 4, Appendix 3
2022-097	Award the bid for Patrol Vehicle outfitting to Mobile Communications of America	Exhibit 5, Appendix 4
2022-098	Execute a contractor agreement between the City and Wilbanks Engineering & Environmental Solutions, LLC with respect to the engineering for Streambank Restoration at Jemison Park	Exhibit 6, Appendix 5
2022-099	Approve the reimbursement agreement between the City and The Water Works Board of the City of Birmingham with respect to the Caldwell Mill Road project	Exhibit 7, Appendix 6
2022-100	Remit the final installment of the infrastructure development incentive with respect to the Lane Parke project	Exhibit 8, Appendix 7

Thereupon, the foregoing minutes, proclamation, and resolutions (Nos. 2022-094 through 2022-100), were introduced by Council President Smith and a motion for their immediate adoption made by Council Member Shelton. The minutes, proclamation, and resolutions were then considered by the City Council. Council 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, proclamation, and resolutions (Nos. 2022-094 through 2022-100) were adopted by a vote of 5—0 and as evidence thereof she signed the same.

4. FIRST READING OF PROPOSED ORDINANCE NO. 2127 AMENDING SECTION 109-31 OF THE CITY CODE (EXHIBIT 9)

5. ANNOUNCEMENT

Council President Smith announced the City Council will hold a work session on Wednesday, July 20, 2022 at 8:15 a.m. to discuss drainage issues and priorities. The council will also receive a briefing from ALDOT about the proposed 4-laning of Highway 280 from Hollywood Boulevard to I-459 and the replacement of the Pumphouse Road Bridge.

6. ANNOUNCEMENT

Council President Smith announced the next regular meeting of the City Council is July 25, 2022, 7:00p.m.

7. **ADJOURNMENT**

There being no further business to come before the City Council, President Smith adjourned the meeting at approximately 7:15p.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 July 11, 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.

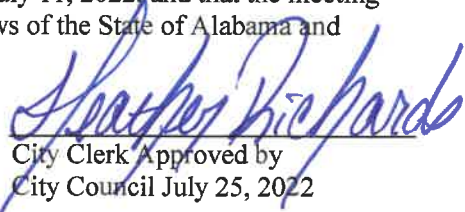

 City Clerk Approved by
 City Council July 25, 2022

EXHIBIT 1
PROCLAMATION NO. 2022-093

WHEREAS the U.S. House of Representatives has designated July as Parks and Recreation Month since they are an integral part of communities throughout this country, including Mountain Brook, Alabama; and

WHEREAS parks and recreation promotes time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimer's; and

WHEREAS parks and recreation encourages physical activities by providing space for popular sports, hiking trails, and many other activities designed to promote active lifestyles; and

WHEREAS park and recreation programming and education activities, such as youth sports and environmental education, are critical to childhood development; and

WHEREAS parks and recreation increases a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction.

NOW, THEREFORE, I, Stewart H. Welch III, Mayor of the City of Mountain Book, Alabama, do hereby proclaim July 2022 as

PARKS AND RECREATION MONTH
 in Mountain Brook, Alabama recognizing the benefits derived from parks and recreation resources.

EXHIBIT 2

RESOLUTION NO. 2022-094

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby approves the proposal between the City and Granicus with respect to the Gov QA software program for the garbage services.

APPENDIX 1**EXHIBIT 3****RESOLUTION NO. 2022-095**

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

1. That the Water Works and Sewer Board of the City of Birmingham, Alabama, be requested to install one fire hydrant to service the Crestline Elementary School located at:

- 5 Elm Street, Mountain Brook, Alabama 35213

2. That the Clements Dean Building Company, LLC will pay the Water Works and Sewer Board of the City of Birmingham, Alabama, the installation cost.

3. That the Water Works and Sewer Board of the City of Birmingham, Alabama, be authorized to charge the Mountain Brook Board of Education tap fees for said fire hydrant to serve the Crestline Elementary School.

3. That the City Clerk be hereby directed to furnish the Water Works and Sewer Board of the City of Birmingham a certified copy of the resolution.

APPENDIX 2**EXHIBIT 4****RESOLUTION NO. 2022-096**

WHEREAS, the opioid epidemic continues to impact communities in the United States, the State of Alabama, and the City of Mountain Brook, Alabama.

WHEREAS, the City of Mountain Brook has suffered harm and will continue to suffer harm as a result of the opioid epidemic;

WHEREAS, the State of Alabama and some Alabama local governments have filed lawsuits against opioid manufacturers, distributors, and retailers (“Opioid Litigation”);

WHEREAS, the State of Alabama has entered into various Settlement Agreements and are likely to enter into additional agreements in the future which include the claims for the State of Alabama's local governments;

WHEREAS the City of Mountain Brook finds the terms of the current Settlement Agreements acceptable and in the best interest of the community and anticipates the terms of the future Settlement Agreements to be similarly acceptable;

WHEREAS, the State of Alabama has prepared and presented Settlement Sign-On Agreements to the local governments and the City of Mountain Brook finds the terms of the Sign-On Agreement acceptable and in the best interest of the community;

WHEREAS, the current and future Settlement Agreements and Sign-On Agreements will detail the allocation of Settlement Funds, which the City of Mountain Brook finds acceptable and in the best interest of the community;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA,

Section 1. That the City of Mountain Brook finds that participation in the various Opioid Settlements, Settlement Agreement and Sign-On Agreement is in the best interest of the City of Mountain Brook and its citizens because such a plan would ensure an effective structure for the commitment of Settlement Funds to abate and seek to resolve the opioid epidemic.

Section 2. That the City of Mountain Brook hereby expresses its support for the Settlement of various Opioid claims and allocation and use of Settlement Funds as generally described in the Settlement Agreement and Sign-On Agreement.

Section 3. That the City of Mountain Brooks' Clerk ("City Clerk") is hereby expressly authorized to execute the Settlement Sign-On Agreements and the City Clerk is hereby authorized to execute any formal agreements necessary to implement the Settlements and plan for the allocation and use of Settlement Funds.

Section 4. That the City Clerk is hereby expressly authorized to execute any formal agreement and related documents evidencing the City of Mountain Brooks' agreement to the settlement of claims and litigation related to the Opioid Epidemic.

Section 5. That the City Clerk is authorized to take such other action as necessary and appropriate to effectuate the City of Mountain Brooks' participation in any Settlement related to the Opioid Epidemic.

Section 6. This Resolution is effective upon adoption, the welfare of the City of Mountain Brook, Alabama requiring it.

APPENDIX 3

EXHIBIT 5 RESOLUTION NO. 2022-097

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby awards the bid for Patrol Vehicle outfitting to Mobile Communications of America in the amount of \$40,077.00, having been determined by the City to have submitted the lowest responsible bid in conformance with the expressed specifications.

APPENDIX 4

EXHIBIT 6 RESOLUTION NO. 2022-098

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that either the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to execute a contractor agreement, in the form as attached hereto as Exhibit A, between the City and Wilbanks Engineering & Environmental Solutions, LLC. with respect to the engineering for Streambank Restoration at Jemison Park subject to negotiation and execution of a customary professional services contract with Wilbanks Engineering in a form acceptable to the Mayor and City Attorney.

APPENDIX 5

EXHIBIT 7 RESOLUTION NO. 2022-099

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby approves the reimbursement agreement between the City and The Water Works Board of the City of Birmingham with respect to the Caldwell Mill Road project.

APPENDIX 6

EXHIBIT 8

RESOLUTION NO. 2022-100

BE IT RESOLVED that the City Council hereby authorizes the City Manager to remit the final installment of the infrastructure development incentive in the amount of \$500,000 with respect to the Lane Parke project upon his satisfaction, based on review and input from the City's engineering consultants, that the Culver Road modifications conform with the design specifications enumerated in the development agreement.

APPENDIX 7

EXHIBIT 9

PROPOSED ORDINANCE NO. 2127

WHEREAS, the City Council of the City of Mountain Brook, Alabama (the "City Council") heretofore has adopted various building codes promulgated by the International Code Council (the "ICC") and the National Fire Protection Association relating to buildings, residences, and other structures (collectively, the "Building Codes") in the City of Mountain Brook ("City"); and

WHEREAS, the City Council desires that the City adopt the 2021 versions of the Building Codes (the "Updated Building Codes") that are enumerated and specified herein for use and application for buildings and structures within its corporate limits; and

WHEREAS, the adoption of the Updated Building Codes by reference is authorized by Ala. Code §11-45-8 (1975); and

WHEREAS, the adoption of the Updated Building Codes will facilitate the performance of inspection activities by the City and promote the public safety, health and general welfare of its residents and owners, occupants and users of buildings and structures in the City.

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

Section 1. Section 109-31 of the City Code is hereby repealed and replaced with the following:

"Sec. 109-31. - Building codes—Adoption by reference.

(a) Except as provided herein, the International Building Code - 2021 Edition ("ICC Building Code"), 2021 International Fire Code (IFC), International Residential Code - 2021 Edition (the "IRC") and -2021 Edition ("the ISPCS") International Swimming Pool and Spa Code, as published by the ICC and available for purchase at 900 Montclair Road, Birmingham, Alabama, are hereby adopted as the building code of the city by reference as though they were copied herein.

(b) With respect to the ICC Building Code and the IRC, the city modifies the forms proposed by the ICC as follows:

(i) *Section [A]101.4 of ICC Building Code - Referenced codes:* The following codes that are referenced in this Section of the ICC Building Code are not adopted: (a) the International Property Maintenance Code referenced in Section 101.4.4; and (b) the International Existing Building Code referenced in Section 101.4.7.

(ii) *Section [A] 109.2 of ICC Building Code & Section R108.2 of IRC - Schedule of Permit Fees:* These Sections are not adopted in the form proposed by the ICC, and are replaced in their entirety with the following:

Schedule of Permit Fees. On buildings, structures, electrical, gas, mechanical, and plumbing systems or alterations requiring a permit, a fee or fees as set forth in City Code Section 14-1 shall be paid at the time of filing application, in accordance with such fee schedule as shall be set from time to time by the city council. A list of such fees shall be kept on file in the city clerk's office.

(iii) *Sections [A] 111.1 of ICC Building Code & R110.1 of IRC - Use and Occupancy.* These Sections are not adopted in the form proposed by the ICC, and are replaced in their entirety with the following:

Use and occupancy. No residential building or structure shall be used or occupied, and no change in the existing occupancy classification of a residential building or structure or portion thereof shall be made until the building official has issued a certificate of occupancy which has been signed by the building official and the City Manager. No commercial building or structure shall be used or occupied, and no change in the existing occupancy classification of a commercial building or structure or portion thereof shall be made until the building official has issued a certificate of occupancy which has been signed by the building official, the fire official, and the City Manager. A certificate of occupancy shall not be issued until after the City Manager shall have determined that the building conforms to all provisions and regulations of the city with respect thereto, including its use under the zoning ordinances of the city. A certificate of occupancy (whether a temporary certificate of the regular certificate) issued without the signature of the building official, fire official (in the case of commercial buildings), and the City Manager shall not be deemed to be a certificate of occupancy issued under this code or under the city's zoning ordinance.

(iv) *Sections [A] 113 of ICC Building Code & R112 of the IRC - Board of Appeals.* These Sections are not adopted in the form proposed by the ICC, and are replaced in their entirety with the following:

Appeals regarding the application of the adopted building codes may be presented to the City Manager for consideration. The City Manager may elect to render a decision on such appeal or remand the appeal to the board of zoning adjustment. In cases where the appeal is heard by the City Manager and a decision is rendered, the appellant, if not satisfied with the decision, may then appeal to the board of zoning adjustment.

The board of zoning adjustment of the City of Mountain Brook, Alabama, as said board is prescribed by Section 11-52-80 Code of Alabama (1975), as amended, shall constitute a board of adjustments and appeals under these codes.

(v) *Sections [A]114.4 of ICC Building Code & R113.4 of IRC- Violation Penalties.* These Sections are not adopted in the form proposed by the ICC, and are replaced in their entirety with the following:

R113.4 Violation Penalties. Any person who violates a provision of these codes or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit

or certificate issued under the provisions of these codes, shall be subject to penalties as prescribed by law.

In instances where a person commences work prior to making application for a required permit, all applicable permit fees shall be doubled. Once notified in writing by the building official of the City that a report or building permit application must be submitted, such person must submit such report within ten (10) days. Persons who fail to make such report within the time period required shall be subject to additional penalties as provided under Sec. 1-6.1 of the City Code and by §13A-10-4 of the Code of Alabama.

(vi) *Chapter 11 of IRC- Energy Efficiency.* This Chapter is adopted except as follows:

(a) notwithstanding any provisions contained in Chapter 11 or elsewhere in the IRC, the Energy Efficiency requirements in the IRC shall not be applicable to the repair, renovation, alteration or reconstruction of existing buildings and structures; and (b) the minimum standards for insulation to be used in connection with the repair, renovation, alteration or reconstruction of existing buildings and structures shall not be less than R-30 for ceiling spaces, R-13 for walls and R-19 for floors.

(vii) *Section P2904 of the IRC- Dwelling Unit Fire Sprinkler Systems.* This Section is adopted, but the following provision is added as P2904.8.9:

P2904.8.9 Residential Sprinkler Exemption. Notwithstanding any provision in this Section P2904 or elsewhere in the IRC, any homeowner, upon application to the City's building official, may request an exemption to the sprinkler system requirements of P2904.1 for a dwelling and such exemption shall be granted upon satisfaction of each of the following:

- a. The applicant must either confer with the City Fire Marshal or his or her designee about the benefits of installing a residential fire sprinkler system or review presentation materials developed by the Fire Marshal concerning sprinkler systems;
- b. The applicant must certify that he or she has met the requirements in subsection (a) above, and fully understands and acknowledges the risks of opting not to install a residential fire sprinkler system; Exceptions:
 - i. No exemption shall be granted for any dwelling constructed less than 7 feet from the property line, where emergency apparatus vehicular access is by way of a driveway with an elevation change of greater than 10%, or where the dwelling structure is located 250 feet or more from the public right of way, unless otherwise granted by the Fire Marshall after review and approval of other alternatives provided in the IFC and a determination that such alternatives are sufficient to meet the objectives of the IFC, and
 - ii. No exemption shall be granted for 2-family or more dwelling units.

(viii) Section 506.2.1 of the 2021 IRC is adopted but is amended by adding the following language to such section:

Fill depths between 24-60" shall be permitted where fill consists of #57 compacted gravel stone backfill, where under a concrete slab floor for over exaction situations and where #4 rebar on 16" center tied in both directions or other approved reinforcement material, as specified by an engineer's report, is utilized.

(ix) Section 302.5.1 of the 2021 IRC is adopted but is amended as follows:

Section 302.5.1 Opening protection. Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and residence shall be

equipped with solid wood doors not less than 1 3/8" thickness solid or honeycomb core steel doors not less than 1 3/8" or 20 minute fire rated automatic closing device or self-closing doors.

(x) Section R312.1.1 of the 2021 IRC is adopted but is amended as follows:

Section R312.1.1 Where required. Guards shall be provided for those portions of open sided walking surfaces including floors, stairs, ramps and landings that are located more than 30 inches measured vertically to the floor or grade below. Insect screening shall not be considered as a guard."

Section 2. This ordinance is cumulative in nature and is in addition to any power and authority which the City of Mountain Brook may have under any other ordinance or law.

Section 3. If any part, section, or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect, notwithstanding such holding.

Section 4. The amendments to the enumerated Building Codes adopted hereinabove shall prevail over any conflicting provision of the Building Codes adopted previously by the Council. All other ordinances or parts of ordinances heretofore adopted by the City Council of the City of Mountain Brook, Alabama which are inconsistent with the provisions of this ordinance are hereby expressly repealed.

In addition, when a provision in the adopted Building Codes refers to the duties of certain named officials, the official of the City of Mountain Brook, Alabama whose duties most closely correspond to those of such named official shall be deemed the official responsible for the enforcement of said provision.

Section 5. This ordinance shall be effective immediately after adoption and publication as provided by law.

Granicus Proposal for Mountain Brook, AL

ORDER DETAILS

Prepared By: Gretchen Cox
Phone:
Email: gretchen.cox@granicus.com
Order #: Q-211579
Prepared On: 07/06/2022
Expires On: 08/28/2022

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance: The term of the Agreement will commence on the date this document is signed and will continue for 12 months.

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
CRM Setup and Configuration	Up Front	1 Each	\$0.00
SUBTOTAL:			\$0.00
New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
CRM Module	Annual	1 Each	\$5,000.00
SUBTOTAL:			\$5,000.00

APPENDIX 1

TERMS & CONDITIONS

- Link to Terms: <https://granicus.com/legal/licensing>
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Mountain Brook, AL to provide applicable exemption certificate(s).
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-211579 dated 07-06-2022 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Notwithstanding anything to the contrary, Granicus reserves the right to adjust pricing at any renewal in which the volume has changed from the prior term without regard to the prior term's per-unit pricing.

BILLING INFORMATION

Billing Contact:		Purchase Order Required?	<input type="checkbox"/> - No <input type="checkbox"/> - Yes
Billing Address:		PO Number:	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:
 The pricing, terms, and conditions of quote Q-211579 dated 07/06/2022 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Mountain Brook, AL

Signature:	
Name:	SAM S. GASTON
Title:	CITY MANAGER
Date:	7-11-22

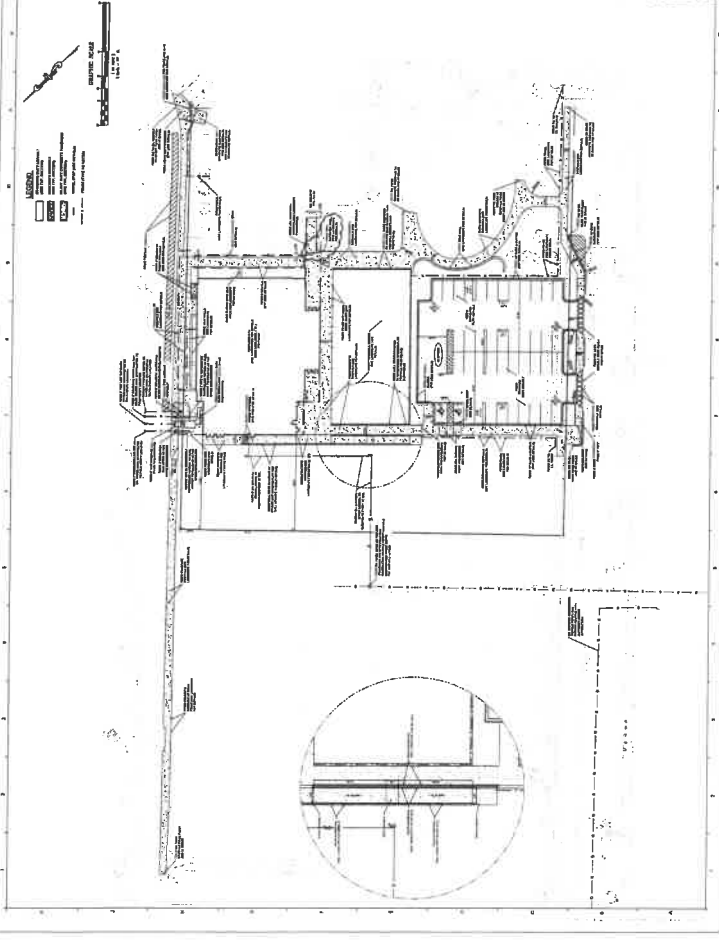


EXHIBIT B
Settlement Participation Form

Governmental Entity:	City of Mountain Brook	State:	
Authorized Official:	Heather Richards		Alabama
Address 1:	54 Church Street		
Address 2:			
City, State, Zip:	Mountain Brook, AL 35213		
Phone:	205-902-3823		
Email:	richardsh@mtbrook.org		

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated April 1, 2022 ("Janssen Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision or Special District as provided therein.
2. The Governmental Entity shall, within 30 days of the execution of this Settlement Participation Form, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions or Special Districts as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature:

Name:

Title:

Date:

Heather Richards
Heather Richards
 City Clerk
 7-11-2022

APPENDIX 3

SIGN-ON

The undersigned, as a duly appointed representative of the County/City of Mountain Brook, has read the attached Sign-On Agreement, understands its terms, and agrees to be bound by those terms.

Done, this 11th day of July, 2022.

Heather Richards
 Title City Clerk
 City/County of Mountain Brook

Exhibit D

Subdivision Settlement Participation Form

Governmental Entity:	City of Mountain Brook	State:	
Authorized Official:	Heather Richards		Alabama
Address 1:	54 Church Street		
Address 2:			
City, State, Zip:	Mountain Brook, AL 35213		
Phone:	205-902-3823		
Email:	richardsh@mtbrook.org		












The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated June 2, 2022 ("Agreement"), and acting through the undersigned authorized official, hereby elects to participate in the Agreement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Execution Date and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Agreement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning on or after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the Circuit Court for Montgomery County, Alabama for purposes limited to that Court's role as provided in, and for resolving disputes to the extent provided in, the Agreement. The Governmental Entity likewise agrees to arbitrate disputes to the extent provided in the Agreement.

Keith Jackson
 RILEY & JACKSON, P.C.
 3530 Independence Drive
 Birmingham, Alabama 35209
 205.879.5000
 205.879.5901(f)
www.rileyjacksonlaw.com

MINUTE BOOK 92

1061

-  2K
-  Model Resolution for AL (Cities) all settlements.docx 19K
-  Untitled attachment 11754.htm 1K
-  Model Resolution for AL (Counties) all settlements.docx 18K
-  Untitled attachment 11757.htm 1K
-  JJ Action Pages.pdf 73K
-  Untitled attachment 11760.htm 1K
-  JJ Settlement Agreement - Combined - Final.pdf 8842K
-  Untitled attachment 11763.htm 1K
-  McKesson Settlement Agreement - Combined - Final.pdf 1675K
-  Untitled attachment 11766.htm 1K

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Connect with Us:

16 attachments

-  image006.png 4K
-  image007.png 3K
-  image005.png 3K
-  Untitled attachment 11745.htm 2K
-  Untitled attachment 11748.htm 2K
-  Untitled attachment 11751.htm

APPENDIX 3

BID TABULATION AND RECOMMENDATION
BID NUMBER B-20211025-760
CITY OF MOUNTAIN BROOK
PATROL VEHICLE OUTFITTING

Two bids were received on July 8, 2022 by 10:00 am at Mountain Brook City Hall regarding equipping new take home patrol vehicles.

Mobile Communications of America	\$40,077.00
ProLogic ITS	\$40,470.00

It is my recommendation to award the bid to Mobile Communications of America. Mobile Communications of America has submitted the lowest responsible bid.

Lt. Jason Rhoads
Mountain Brook Police Dept.

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

BID COVER SHEET - BID NUMBER B-20220617808
Bid Request Posted This Date: June 17, 2022
Bids to be Opened this Date and Time: July 8, 2022 at 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

BIDDER: Mobile Communications of America, Inc. TELEPHONE: 205.871.3804

ADDRESS: 2715 First Street, West-Greenville AL 36220

EMAIL: info@mobilecom.net

CITY: Birmingham STATE: AL ZIP: 36220

BID AMOUNT (AS PER SPECIFICATIONS): \$ 40,077.00

Note: MUNICIPALITIES ARE EXEMPT FROM STATE SALES TAX

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

Asst. Signature: _____	Sworn to and subscribed before me on this
Name: Sam Sprayberry	27 day of June, 2022
Title: M.O.	Notary Public
	My Commission Expires: 6/3/23

APPENDIX 4

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

BID COVER SHEET - BID NUMBER B-20220617808

Bid Request Posted this Date: June 17, 2022
Bids to be Opened this Date and Time: July 8, 2022 at 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

BIDDER: ProLogic ITS, LLC TELEPHONE: 866-923-0513

ADDRESS: 106 Northpoint Parkway, Building 2, Suite 350

EMAIL: Paul.Sprayberry@ProLogicITS.com

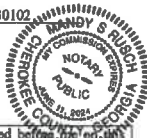
CITY: Acworth STATE: GA ZIP: 30102

BID AMOUNT (AS PER SPECIFICATIONS): \$ 2,130.00 per unit

Note: MUNICIPALITIES ARE EXEMPT FROM STATE SALES TAX

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

Auth. Signature: _____	Sworn to and subscribed before me on this
Name: Paul Sprayberry	30th day of June, 2022
Title: Managing Partner	Notary Public
	My Commission Expires: June 11, 2024





Jemison Park Streambank Restoration

Shanda Williams <williamssh@mtnbrook.org>
To: Sam Gaston <gastons@mtnbrook.org>, Steve Stine <sstine@bishopolvin.com>, Heather Richards <richardsh@mtnbrook.org>, Steve Boone <boones@mtnbrook.org>

I have attached a contract and quote from Wilbanks Engineering for design work to help us figure out how to stop some erosion on the banks of the creek in Jemison Park.
This contract is for \$8,500 for the engineering, but there is the possibility of paying them an additional \$3,500 for surveys that may be required by the Corps of Engineers.
The contract will not exceed \$12,000.
I wrote it up the best I could, but Steve Stine may need to make some changes.
I am hoping to get this on the agenda for Monday if possible.
Sorry for the last minute addition.

Shanda
Shanda Williams, CPRP
Parks & Recreation Superintendent
City of Mountain Brook
3898 Bethune Drive
Mountain Brook, AL 35223
T-205-802-3879
F-205-967-6522
City of Mountain Brook Website
Mountain Brook Parks and Recreation Home Page



- 2 attachments
2022 7 Contract Draft Wilbanks Eng.docx 45K
CMB_SHADES_CK_20220708.pdf 245K

https://mail.google.com/mail/u/0/?ik=80e4775052&view=pt&search=all&permmsgid=msg-f%3A1737818820159952636&siml=msg-f%3A1737818820... 1/1

Unless agreed in a writing or amendment to this Agreement that is signed by duly authorized representatives of both Parties, the total amount payable to the Contractor for the Work shall not exceed the Contract Price.

The City will pay the Contract Price on this Project as follows:

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

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

- (a) that it expeditiously will perform its Work in a good and workmanlike manner that is consistent with level of skill and care that would be provided by other contractors performing operations under the same or similar conditions, and in accordance with the Project schedule;
(b) that it, and all of its employees or any subcontractors (if authorized), will complete the Work in compliance with all codes, laws and regulations that are applicable to the Project;
(c) that before commencing the Work, at its own expense, the Contractor will obtain all licenses, permits or other governmental authorizations needed to complete the Project, including without limitation, a business license and building permit issued by the City (collectively, "Licensing"). Contractor further agrees to maintain that Licensing throughout the performance of the Project;
(d) that it has inspected the Site and any other locations at which it will perform the Work, and, based on that inspection and its expertise, that it has determined that each of those locations is reasonably suitable for Contractor to complete the Work;
(e) that the Contractor shall be responsible to remove and properly dispose of any debris related to its completion of the Project, and that it will leave each location where the Work is performed in reasonably clean condition;

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

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

Name of Project: Engineering for Streambank Restoration at Jemison Park

Site of Project: Jemison Park
2615 Mountain Brook Parkway
Mountain Brook, AL 35213

2. Scope of Work. See Exhibit A (which includes the July 8, 2022 Contractor Proposal) that is attached and incorporated herein.

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

4. Term/Termination. The term of this Agreement shall commence on the Effective Date and thereafter continue in effect up to two (2) months (the "Term"). The period in which Contractor will complete the Project is set forth on Exhibit A.

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

5. Contract Price/Invoice/Certification. Unless otherwise stated in the Special Conditions on Exhibit A or agreed in a writing signed by the Parties, City will pay Contractor the lump sum amount of Eight Thousand, Five Hundred Dollars and Zero Cents (\$8,500.00) as compensation for performing the Work (the "Contract Price").

- (f) that the Work will be free of any material defects in workmanship and materials for a period of one (1) year that shall commence on the date of completion of the Project; and
(g) that all actions required to be taken by or on behalf of the Contractor to enter or execute this Agreement, and to perform its obligations and agreements hereunder, have been duly taken, and the person signing below on behalf of Contractor is authorized to execute this Agreement.

7. Insurance/Safety/Indemnification.

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

- (i) Comprehensive General Liability: Seven Hundred Fifty Thousand Dollars (\$750,000.00), combined single limit and aggregate for bodily injury and property damage. This Comprehensive General Liability policy shall include coverage for premises/operations, products/completed operations, assumed contractual obligations, independent contractors, and broad form property damage;
(ii) Automobile Liability: Automobile Liability covering owned and rented vehicles operated with policy limits of not less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) combined single limit and aggregate for bodily injury and property damage;
(iii) Workers Compensation/Employer's Liability: Workers' Compensation as required by statute and Employer's Liability with limits of Five Hundred Thousand Dollars (\$500,000) per occurrence.

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

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

APPENDIX 5

control of the Contractor or any of its representatives; and (iii) other property at the Work Site or adjacent thereto.

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

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

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

9. Miscellaneous Provisions.

a. This Agreement which is comprised of this instrument, the July 8, 2022 Contractor Proposal (collectively, the "Contract Documents") sets forth the entire understanding between the Parties concerning the matters herein, and all oral representations, prior negotiations, understandings, agreements, conditions, and terms discussed between them prior to acceptance and signing of this Agreement are deemed to have merged herein.

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

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

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.

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

(Signature Page Follows)

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

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

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

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

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

j. Delayed Performance/Force Majeure Events. Neither Party shall be liable to the other for any failure to perform its respective obligations (including payment obligations) under this Agreement during any period in which its performance is delayed by circumstances beyond its reasonable control, such as fire, flood, war, embargo, strike, riot, or the intervention of any governmental authority (a "Force Majeure Event"). However, the delayed Party must promptly provide the other with written notice of the

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

By: Sam S. Mator

Its: Mayor City Manager

Date: 7-11-22

WILBANKS ENGINEERING & ENVIRONMENTAL SOLUTIONS, LLC

By: _____

Its: _____

Date: _____

Project: Engineering of Streambank Restoration at Jemison Park



EXHIBIT A – SPECIFICATIONS

1. Scope of Work

See attached July 8, 2022 Contractor Proposal

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

2. Project Schedule. The Contractor will complete this project by September 30, 2022 unless an extension is requested in writing by the Contractor and approved in writing by the City.

3. Project Representatives.

City Project Representative: Shanda Williams 3698 Bethune Drive Birmingham, AL 35223 Email: williamssh@mtnbrook.org Day Tel #: 205-802-3879	Contractor Project Representative: Zach Wilbanks 210 Redmayne Road Gardendale, AL 35071 Email: zach@wilbankseng.com Day Tel #: 205-412-3373
---	--

4. Special Conditions:

The purpose of this contract is to remedy the recently extreme erosion of the streambank in Jemison Park. The contractor will develop plans to grade and stabilize the bank while working with the natural flow of the creek and limit further damage to the surrounding vegetation and banks.

After the engineered plans are completed, the contractor will get approval from the Corps of Engineers. If other surveys are required, the City will pay the Contractor up to Three Thousand, Five Hundred Dollars (\$3,500) to cover those costs. This contract will not exceed Twelve Thousand Dollars (\$12,000)

July 8, 2022

Shanda Williams, CPRP
Parks & Recreation Superintendent
City of Mountain Brook
williamssh@mtnbrook.org

Re: Jemison Park, Mountain Brook, Alabama
Shades Creek Streambank Stabilization
Engineering Services Proposal

Dear Ms. Williams:

In keeping with your request, Wilbanks Engineering & Environmental Solutions, LLC (Wilbanks) has prepared a proposal associated with preparing design plans for a streambank stabilization service along an eroding bank segment between 100 and 150 linear feet of Shades Creek within Jemison Park in Mountain Brook, Alabama. The work described within the proposal is associated with preparing the engineering plans/drawings, and U. S. Army Corps of Engineers permitting (if necessary). The work will consist of performing the following major items:

1.0 Engineering & Surveying

- a) Collect topographic survey data within the project extents.
- b) Collect stream design information.
- c) Conduct the design and prepare the engineering plans that consist of a construction drawing plan set necessary for a contractor to perform the work.
- d) Prepare Pre-Construction Notification (PCN) for authorization from the U. S. Army Corps of Engineers under Section 404 of the Clean Water Act.

PROCUREMENT

The fees to provide these deliverables are being provided and may be considered as fixed prices associated with each task. Billing is to be conducted on a percent completion basis unless otherwise specified in a work contract, but Wilbanks can be flexible on these terms to meet your needs. The following table will summarize the fees for each task.

Phase Description	Subtask	Description	Cost
Engineering & Surveying	a	Survey	\$8,500.00
	b	Collect Design Data	
	c	Prepared Plans	
	d	Edits/Contingency	
TOTAL:			\$8,500.00

After the design is completed, we will be able to determine whether authorization from the U. S. Army Corps of Engineers (Corps) will be necessary. In the event that it is necessary, we can prepare the application to the Corps, and facilitate all studies to comply with Section 7 of the Endangered Species Act (ESA) and Section 106 of the National Historic Preservation Act (NHPA). These are generally termed the habitat survey and the cultural resources survey, respectively. We can subcontract these surveys in order to prepare a complete Corps permit application. I would "estimate" the habitat survey to cost approximately \$1,000 and the cultural resources survey to costs approximately \$2,500. If a Corps permit becomes necessary, we would request an additional \$3,500 to cover these expenses.

As shown, the costs to prepare the deliverables for the project are estimated to total **\$12,000.00**.

You may consider this proposal good for a period of thirty (30) days from the date of this proposal. If you should have any questions or need additional information, please do not hesitate to contact our office at (205) 285-9696 or via email me at zach@wilbankseng.com.

Sincerely,

Zachary Wilbanks, PE
Principal Owner



Parties will consult and approve any Change Order prior to acceptance of any requested modification.

This Reimbursement Agreement ("Agreement") between the City of Mountain Brook, Alabama (the "City") and The Water Works Board of the City of Birmingham (the "Board") is entered effective as of the date last signed below by a party. The City and Board individually may be referenced hereinafter as a "Party" or collectively as "Parties."

WHEREAS, the City has undertaken a project to replace the vehicular bridge on Caldwell Mill Road that crosses Little Shades Creek (the "Project");

WHEREAS, on or about April 26, 2022, the City entered a Construction Contract (the "Construction Contract") with Gillespie Construction, LLC (the "Contractor") for it to construct the Project;

WHEREAS, operations on the Project require, in pertinent part, relocating certain Board water main facilities at or near the Project site (the "Board Operations" or "Operations");

WHEREAS, in lieu of the Board retaining its own contractor to perform the Board Operations, the Parties have agreed that this component of the Project will be performed by the Contractor, that the City will compensate that entity for all its work on the Project, and that the Board will reimburse the City for the amount it pays the Contractor that is attributable to the Board Operations;

WHEREAS, in its bid on the Construction Contract (a copy of which bid is attached and incorporated herein as EXHIBIT A), the Contractor quoted a \$61,800 charge to the City for the Board Operations (the "Reimbursement Amount"); and

WHEREAS, the Parties desire to enter this Agreement concerning payment of the Reimbursement Amount by the Board to the City pursuant to the terms, conditions, and understandings herein.

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

1. Each Party will appoint a manager (the "Project Manager") for the Board Operations component of the Project. Unless otherwise designated, the City's Project Manager will be Sammy Harton of Gresham Smith (the engineering firm retained by the City for the Project) and the Board's Project Manager will be Mark Dolan. The Board's Project Manager may be present at the Project site throughout the course of the Board Operations work and, upon advance notice to the City's Project Manager, inspect that work whenever reasonably needed.

2. The Board acknowledges that, pursuant to the Construction Contract, the Contractor could request changes or modifications to the scope of work or the contemplated cost of Board Operations (a "Change Order"). Further, the Parties also could request changes to the contemplated Board Operations work. In that event, the respective Project Managers for the

- 3. The Board will pay the Reimbursement Amount to the City within no later than thirty (30) days following the occurrence of each of the following:
 - a. the City's Project Manager has advised the Board's Project Manager that the Contractor successfully completed the Board Operations;
 - b. the Board's Project Manager has inspected and accepted the Board Operations work; and
 - c. the City's Project Manager has certified to the City that it should pay the Contractor's final application for payment for its Board Operations work.
- 4. The Board approves the City's selection of Gillespie Construction, Inc. to perform the Board Operations work.
- 5. The City's Project Manager currently anticipates that field operations on the Project will commence in or about June 2022 and the Board Operations will be completed the following month.

6. Miscellaneous Provisions.

- a. Complete Agreement. This Agreement sets forth the entire understanding between the Parties concerning the matters herein, and all oral representations, prior negotiations, understandings, agreements, conditions, and terms discussed between them concerning these matters prior to the execution of this Agreement are deemed to have merged herein and be of no effect unless expressed herein.
- b. Waiver. No terms of this Agreement shall be waived unless expressly provided in writing.
- c. No Third-Party Beneficiaries. This Agreement is made only for the benefit of the Parties. It is not intended, nor shall it be construed, to grant or bestow any benefit, right or privilege to any third party.
- d. Relationship. The City and Board are independent contractors. This Agreement does not create any partnership, joint venture, or principal-agent relationship between them or between either of them and the Contractor. Further, neither Party retains any control or authority with respect to its means and methods in which the Contractor (or any of its employees or representatives) performs the Board Operations work.
- e. Amendment. Neither this Agreement nor any of the provisions herein may be amended or modified except in accordance with the terms of a written instrument (or change order) signed by both Parties.
- f. Delayed Performance/Force Majeure Events. Neither Party shall be responsible to the other for any failure to perform its respective obligations (including payment obligations) under this Agreement during any period in which its performance is delayed by circumstances beyond its reasonable control, such as fire, flood, war, embargo, strike, riot, or the intervention of any governmental authority (a "Force Majeure Event"). However, the delayed Party must

APPENDIX 6

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.

EXHIBIT A – Contractor Bid on Project

See attached.

- g. Governing Law. This Agreement shall be governed by, construed, and enforce in accordance with the laws of the State of Alabama.
- h. Approvals. The Parties represent to each other that this Agreement has been approved by its respective governing body, that all actions required by it to enter it have been completed, and the person executing below on behalf of their respective organization is duly authorized to enter it.
- i. Counterparts. This Agreement may be executed in counterparts each of which when executed shall be deemed to be a complete original. Further, an electronic or facsimile copy of the executed contract or counterpart shall have the same legal force and effect as an original document.

Wherefore, the premises considered, 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

By: Sammy Harton
Its: City Manager
Date: 7-11-22

THE WATER WORKS BOARD OF THE CITY OF BIRMINGHAM

By: Paul W. Hayes
Its: Assistant General Manager
Date: 7.7.2022

The undersigned warrants, represents and agrees that each of the following is true and correct in connection with its Contractor Bid Response for the Contract to be awarded for the Bridge Replacement on Caldwell Mill Road Over Little Creek Project:

EXHIBIT A - CONTRACTOR BID RESPONSE FORM*

The total lump sum (Base Bid) amount shown below, which consists of the lump sum bid amount for the water main relocation work shown on Sheets 40 & 41 of the plans plus the lump sum bid amount for all other work to complete the bridge replacement project shall be used to determine the low bid.

A. PLEASE COMPLETE THE FOLLOWING SECTION:

WATER MAIN RELOCATION LUMP SUM AMOUNT AS SHOWN ON SHEETS 40 & 41 OF THE PLANS: \$ 61,800.00
BRIDGE REPLACEMENT LUMP SUM AMOUNT AS SHOWN ON SHEETS 1 THRU 33 OF THE PLANS: \$ 991,580.00
TOTAL LUMP SUM (BASE BID) AMOUNT: \$ 1,053,380.00

ADD ALTERNATE BID AMOUNTS

ADD ALTERNATE 1 LUMP SUM AMOUNT: \$ 4,500.00
ADD ALTERNATE 2 LUMP SUM AMOUNT: \$ 7,000.00

Gillespie Construction, LLC
Name of Firm or Company Submitting Bid
4305 Hwy 5
Street Address
Jasper AL 35503
State Zip
Ron Gillespie
Signature of Bidder Representative
Printed Name Representative: Executing for Bidder
Member
Title

3/16/2022
Date of Bid
216-0780015
Tax Id # of Bidder
N/A
Web Site of Bidder
205 295 5263
Office Ph. # Bidder
205 302 3344
Cell Ph. # Bidder Contact
ehenson@gillespieconstruction.net
Email Address Bidder Rep.

- (a) it has not colluded with any other bidders;
(b) it has not, directly or indirectly, induced any other bidder to submit a sham bid or to refrain from making a bid;
(c) it has not paid or agreed to pay any party, either directly or indirectly, any money or other thing of value for assistance or aid rendered to or to be rendered in attempting to procure the contract contemplated in this bid;
(d) if the subject contract is awarded to the bidder, no employee or officer of the City has an interest, either direct or indirect, in it or is a beneficiary of the contractual arrangement made the basis thereof.
(e) all the information contained in the response to the bid is true and correct; and
(f) the City may rely on information submitted in awarding the subject contract.
(g) Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Table with 2 columns: Addendum No. and Addendum Date. Rows: 1, 2, 3 with corresponding dates.

Gillespie Construction, LLC
Name of Firm or Company Submitting Bid
By: Ron Gillespie
Signature of Bidder Representative
Printed Name: Ron Gillespie
Its: Member
Title
Date: 3/16/2022

This Bid Response must be notarized.

Sworn to and subscribed before me on this 16 day of March, 2022
Erin Henson
Notary Public
My Commission Expires August 21, 2023
Commission Expiration Date



Sworn to and subscribed before me on this 16 day of March, 2022
Erin Henson
Notary Public
My Commission Expires August 21, 2023
Commission Expiration Date



SEAL

- * Notes:
1. Please state any Exceptions to the Specifications or other requirements in the Contract Documents on a separate sheet that you attach to your Bid Response.
2. Bidders must complete, sign, notarize and return the Bidder Affidavit and Warranty below with their Responses.

BIDDER AFFIDAVIT AND WARRANTY

The undersigned warrants, represents and agrees that each of the following is true and correct in connection with its Contractor Bid Response for the Contract to be awarded for the Bridge Replacement on Caldwell Mill Road Over Little Creek Project:

- (a) it has not colluded with any other bidders;
(b) it has not, directly or indirectly, induced any other bidder to submit a sham bid or to refrain from making a bid;
(c) it has not paid or agreed to pay any party, either directly or indirectly, any money or other thing of value for assistance or aid rendered to or to be rendered in attempting to procure the contract contemplated in this bid;
(d) if the subject contract is awarded to the bidder, no employee or officer of the City has an interest, either direct or indirect, in it or is a beneficiary of the contractual arrangement made the basis thereof.
(e) all the information contained in the response to the bid is true and correct; and
(f) the City may rely on information submitted in awarding the subject contract.

Gillespie Construction, LLC
Name of Firm or Company Submitting Bid
By: Ron Gillespie
Signature of Bidder Representative
Printed Name: Ron Gillespie
Its: Member
Title
Date: 3/16/2022

Sworn to and subscribed before me on this 16 day of March, 2022
Erin Henson
Notary Public
My Commission Expires August 21, 2023
Commission Expiration Date



SEAL

EXHIBIT B - BIDDER QUALIFICATION FORM
BRIDGE REPLACEMENT ON CALDWELL MILL ROAD OVER LITTLE SHADES CREEK PROJECT

NOTE: PLEASE COMPLETE AND RETURN THIS FORM WITH YOUR CONTRACTOR BID RESPONSE FORM. IF ADDITIONAL SPACE IS NEEDED, PLEASE STATE THAT INFORMATION ON ADDITIONAL SHEET(S) THAT YOU ATTACH TO THIS FORM AND INDICATE ON THEM THE NUMBER AND ITEM TO WHICH THE INFORMATION CORRESPONDS.

1. Name of Business: Gillespie Construction, LLC

Principal Business Address:
4305 Hwy 5
Jasper, AL 35503

2. Business Contact(s)

(a) Primary Contact (Note: If a Pre-Bid Conference is held, the Primary Contact should attend that Conference.)

Name: Ron or McKinnie Gillespie
Title or Position with Company: Member
Day Phone: 205 295 5263
Email: ehenson@gillespieconstruction.net
Street Mailing Address of Contact: 3201 3rd Ave S Jasper, AL 35501

(b) Other Business Contact(s)

List the name, position, telephone number, email and street addresses of persons on the bidder's staff other than the Primary Contact who can answer inquiries and who may attend the pre-bid conference (if any).
McKinley Gillespie mgillespie@gillespieconstruction.net

3. Business History

- (a) How many years has your organization been in the general contracting business? 15
(b) State the facts and attach written documentation evidencing your organization's experience to successfully perform the Project.
Gillespie Construction, LLC has performed multiple jobs in these project types as seen on the next page.

Gillespie Construction, LLC is an Alabama General Contractor License holder.

- (c) How many years has your organization operated under its present business name? 15

(d) Type of Organization:

- (1) If your organization is a corporation, answer the following:
 - (i) Date of incorporation: 9-25-2007
 - (ii) State of incorporation: Alabama
 - (iii) President's name: Ron Gillespie
 - (iv) Vice-President's name(s): Michelle Gillespie
 - (v) Secretary's Name: _____
 - (vi) Treasurer's name: _____

- (2) If your organization is a partnership, answer the following:
 - (i) Date of organization: _____
 - (ii) Type of partnership (if applic.): _____
 - (iii) Name(s) of general partner(s): _____

- (3) If your organization is individually owned, answer the following:
 - (i) Date of organization: _____
 - (ii) Name of owner: _____

(e) Administration of Business.

Please describe in general how you operate and administer your business. In this description, please state each of the following:

- (i) the total number of employees; _____
 - (ii) the number of workers who are dedicated to field operations; _____
 - (iii) the name and title of your general supervisor of field service operations; and _____
 - (iv) the number of employees dedicated to administrative and office matters. _____
- (i) 43 (ii) 2 (iii) Ron Gillespie (iv) 2

4. Licensing.

List and attach to this Form all licenses and certifications that your organization currently holds that authorize it to perform the required Work.

Alabama General Contractors: M-S Signs, M-U-S: Signs, M-U-S: Drainage and Culvert, M-U-S: Graveling, M-U-S: Sewer Lines, M-U-S: Water Lines

Also please list the License number and attach a copy of the following Licenses to this Form:

- a. State of Alabama General Contractor License with, if applicable, Special Classification _____
- b. City of Mountain Brook Business License* _____

*Note: If not currently held, Contractor must acquire a City Business License prior to commencing work.

Below please provide information of all projects of a scope and type comparable to this Project that your organization has successfully performed for governmental entities in the State of Alabama within the last five (5) years. Please provide the following information as to each such project and contract:

Name Governmental Entity: City of Vestavia Hills
 Contact at Entity: Christopher Brady
 Title of Contract: Stand Hollow Pedestrian Tunnel
 Phone Number: 205 978 0150
 Type(s) of Contract (s): _____
 Dates of Contract: 2019 - 2022
 Location(s) of Service: Vestavia Hills, AL

Name Governmental Entity: Jefferson County Commission
 Contact at Entity: Matt Collins
 Title of Contract: JCP 37-18-409 Floyd Broadford Bridge Culvert Replacement
 Phone Number: 205 601 3100
 Type(s) of Contract (s): _____
 Dates of Contract: 2020 - 2021
 Location(s) of Service: Jefferson County / Floyd Broadford Road

Name Governmental Entity: ADOT / Burk-KleinPeter, Inc
 Contact at Entity: Alex Kirkland
 Title of Contract: 2020-2021 (258) Sumter County
 Phone Number: 205 759 3221
 Type(s) of Contract (s): _____
 Dates of Contract: 2020 - 2021
 Location(s) of Service: Sumter County, AL

Name Governmental Entity: Jasper Housing Authority
 Contact at Entity: Jac McChesee
 Title of Contract: Lake Owen Branch Storm Drainage
 Phone Number: 205 281 6266
 Type(s) of Contract (s): _____
 Dates of Contract: 2021 - 2022
 Location(s) of Service: Jasper, AL

6. List/Qualifications of Project Team.

On a separate page, please list and furnish the following information concerning each of the employees or representatives whom you will appoint to perform the Project:

- name
- job title
- areas of experience and the length of time for each area
- special training, licensing, and certification for each employee

7. Insurance. If available at this time, please attach a certificate issued by your current Insurance Carrier(s) indicating the existence and limits of your coverage required in Article 37 of the General Conditions of the Contract.

(g) Within the last five years, has any officer, principal or owner of your organization ever been an officer or principal of another organization when it failed to complete a contract? (For purposes of this question, an "owner" of the bidder is any person who holds 10% or more of the stock or interest in the bidder.)

Yes No . If yes, please provide all details related to such matter:

CERTIFICATION

The undersigned representative of the Bidder certifies that he/she is authorized to sign below and submit this Bidder Qualification Form on its behalf, and that the information submitted is current, accurate, true and sufficiently complete so as not to be misleading.

Name of Bidder
Gillespie Construction, LLC
 (Type or Print)
 By: [Signature]
 Signature
Ron Gillespie
 Printed Name
 Its: Member
 Title of Authorized Representative

Sworn to and subscribed before me on this 16 day of March, 2022. My Commission Expires August 21, 2023
Eri Hlevar
 Notary Public
 Commission Expiration Date

SEAL



APPENDIX 6



MINUTE BOOK 92

REQUEST FOR AP CHECK

Invoice No. 1961_20220711
 Vendor No. 1691
 Vendor Name Evson, Inc.
 Note: Res. No. 2013-122, Sec. 3.2(a)(c)
 Invoice Amount \$500,000
 Invoice Date 7/11/2022
 GL Number 417669267401515
 Department Administration
 Workflow Role - FinanceDirector/DeuHead
 Resolution No. 2022-103, 2013-122

1069

Goodwyn Mills Cawood
 2400 5th Avenue South
 Suite 200
 Birmingham, AL 35233
 T (205) 879-4482
 www.gmcnetwork.com

City of Mountain Brook
 56 Church Street
 Mountain Brook, AL
 35218

July 11, 2022

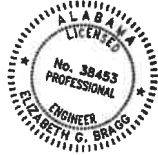
RE:

To Whom This May Concern,

Per visual inspection, the construction of Culver Road and Lane Parke Road where they intersect the Lane Parke Phase II development appears to have met the intent of design. There are no apparent punchlist items to be addressed at this time, as well. If you should have any questions or comments about the work constructed at this intersection, please reach out to me at (205) 949-3976 or jbr@evsoninc.com.

Sincerely,

E Bragg
 Elizabeth G. Bragg, P.E.
 Engineering Project Manager



To: ACCOUNTING DEPARTMENT, City of Mountain B
 Please prepare a check as follows:
 Payable to: Evson, Inc.
 Amount: \$ 500,000
 For What Purpose: Res. No. 2013-122, Sec. 3.2(a)(b)

Account Number: _____ P.O. # _____
 Fund: General 417-6690-6740-1515 3.2(b) \$600,000.00 Culver Road
 Check Disposition: _____

- (1) Return to: jbr@evsoninc.com
- (2) Mail to: Evson, Inc. Evson, Inc.
 P. O. Box 531126 2000 Springhill Avenue
 Mountain Brook, AL 35253 Mobile, AL 36607
 (205) 871-0888

(3) Additional instructions: _____
 Requested By: Heather Richerds
 Dept Head: _____
 Authorization: _____

APPENDIX 7