

**MOUNTAIN BROOK CITY COUNCIL  
PRE-MEETING DISCUSSION  
OCTOBER 24, 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 24<sup>th</sup> day of October, 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: William S. Pritchard III, Council President Pro Tempore  
Alice B. Womack  
Gerald A. Garner  
Lloyd C. Shelton  
Stewart Welch III, Mayor

Absent: Virginia C. Smith

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

**1. AGENDA**

1. Property at 341 Overbrook Road

Glen Merchant-Building Official

- This property has been abandoned for several years
- There is a current owner, which the City Attorneys are working on letter for proper engagement with the owners for a public hearing
- There will be a public hearing soon regarding abating the weeds and grass
- The taxes are current on the property and the shell of the house and roof is in great shape

Benjamin Webster-321Overbrook Road

- Construction stopped in 2020 at that property
- The problem is people wandering up to look at the property

Whit Colvin-City Attorney

- Options: make sure proper notice is given, then a public hearing will be had, then the city can proceed with cutting the grass (if owner fails to do so)

2. Update on Amwaste garbage/recycling/trash services

Rick Sweeney-Amwaste

- Provided information of the first three weeks of service (Appendix 1)
- Have received positive feedback from multiple residents regarding the transition
- Services started October 1<sup>st</sup>
- Have had missed pickups, but the missed pickups have reduced

- The backdoor service is an elective service and within the first week of service had additional 370 requests for this service-which may have accounted for the missed services within the first week
- Will be hiring operational administrative support person to assist with missed services which will allow them to respond quicker
- They are aware of their issues and they are working on correcting them

Lloyd Shelton-Council Member

- Would like to have a follow-up with Amwaste again before the end of the year

Gerald Garner-Council Member

- Has faith and confidence in Amwaste that the problems will be resolved

Billy Pritchard-Council President Pro Tempore

- Thanked Amwaste for the report and their attention to detail

3. Agreement with Spire for relocation of their line in conjunction with Field #1 fill project

Sam Gaston-City Manager

- Spire agreed that payment is not required until they relocate their line

Billy Pritchard-Council President Pro Tempore

- Item added to the formal agenda (Resolution No. 2022-167)

4. Board of Zoning Adjustment (BZA) appointment

Tyler Slaten-Senior Planner

- Scott Boehmhover was unanimously recommended by the BZA board

Billy Pritchard-Council President Pro Tempore

- Item added to the formal agenda (Resolution No. 2022-168)

5. Facilities Maintenance agreement for city buildings

Steve Boone-Assistant City Manager/Finance Director

- In August at the budget planning session, the idea of hiring a facilities maintenance manager was introduced
- It was suggested to contract that service
- Lemoine presented a proposal that is for 6 months with an hourly fee based on the level of expertise
- Two components: 1.) Inspections and 2.) assist staff with repair items
- This would be for all of Mountain Brook facilities (Library, Public Works, Fire Stations, City Hall, Police, Parks and Recreation)

Billy Pritchard-Council President Pro Tempore

- Item added to the formal agenda (Resolution No. 2022-169)

6. Conditional Use approval for Rougaroux for a rear patio use located at 2716 Culver Road in Mountain Brook Village

Chris Mullins-Fire Chief

- Proposal to council to is take the Right of Way behind buildings (in the alley) and stripe them off as a fire lane
- This would let people know where they cannot park
- Inside the Right of Way is the only place they can maintain 20 feet
- The Public Works department could do the striping of the Right of Way
- The alley will need to be enforced 24/7 to ensure there is not illegal parking in the alley

Billy Pritchard-Council President Pro Tempore

- Inquired if the fire department had any issues with the walk-up take-out window

Chris Mullins

- Only concern is safety-would need some type of bollard to protect pedestrians
- There is enough width and would not interfere with their access

Lloyd Shelton-Council Member

- Stated there were concerns regarding the sagging power lines

Chris Mullins

- When the patio is built, it will have to be brought up to code which will resolve the sagging power lines issue

Whit Colvin-City Attorney

- Will need the revised plan for the patio

Phillip Dore

- Stated he is paying taxes on 2,680 square feet but the building is 2,480.
- 200 square feet is missing-which they assumed was on the back of the building which is where they have been parking

Billy Pritchard

- Suggested he show his records to a surveyor to locate the missing 200 square feet

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

## 2. EXECUTIVE SESSION AND ADJOURNMENT

Council President Pro Tempore made a motion that the City Council convene in executive session to discuss a potential litigation 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: William S. Pritchard III, Council President Pro Tempore  
 Gerald A. Garner  
 Alice B. Womack  
 Lloyd C. Shelton

Nays: None

There being no further matters for discussion Council President Pro Tempore Pritchard adjourned the pre-meeting at approximately 6:55 pm.

### 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 October 24, 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 November 14, 2022

Date	Back Door Garbage Service Trash	Count of Service Request Type	Average of Days to Complete	Day of Week
28-Sep		174	13	2.22 Wednesday
29-Sep		13	13	4.11 Thursday
30-Sep		13	13	1.12 Friday
1-Oct		12	12	3.12 Saturday
2-Oct		9	9	1.22 Sunday
3-Oct		46	46	0.83 Monday
4-Oct		32	32	0.53 Wednesday
5-Oct		28	28	0.32 Thursday
6-Oct		5	5	0.52 Friday
7-Oct		2	2	1.12 Saturday
8-Oct		2	2	2.12 Sunday
9-Oct		19	19	1.12 Monday
10-Oct		14	14	0.72 Wednesday
11-Oct		15	15	2.57 Friday
12-Oct		11	11	0.72 Thursday
13-Oct		8	8	0.78 Saturday
14-Oct		15	15	0.74 Monday
15-Oct		7	7	0.79 Tuesday
16-Oct		13	13	0.53 Wednesday
17-Oct		8	8	0.53 Thursday
18-Oct		13	13	2.31 Friday
19-Oct		4	4	1.85 Saturday
20-Oct		4	4	0.01 Sunday

Date	Cart - Deliver/Remove	Count of Service Request Type	Average of Days to Complete	Day of Week
28-Sep		1283	2	5.94
29-Sep		2	2	8.02 Saturday
30-Sep		7	7	1.79 Monday
1-Oct		13	13	2.83 Tuesday
2-Oct		11	11	2.81 Wednesday
3-Oct		136	136	2.02 Friday
4-Oct		138	138	4.01 Saturday
5-Oct		63	63	5.12 Sunday
6-Oct		47	47	5.53 Monday
7-Oct		61	61	4.63 Tuesday
8-Oct		137	137	3.28 Wednesday
9-Oct		41	41	1.92 Thursday
10-Oct		69	69	1.52 Friday
11-Oct		72	72	2.18 Saturday
12-Oct		17	17	0.57 Sunday
13-Oct		17	17	0.57 Monday
14-Oct		17	17	0.57 Tuesday
15-Oct		17	17	0.57 Wednesday
16-Oct		17	17	0.57 Thursday
17-Oct		17	17	0.57 Friday
18-Oct		17	17	0.57 Saturday
19-Oct		17	17	0.57 Sunday
20-Oct		17	17	0.57 Monday
21-Oct		17	17	0.57 Tuesday
22-Oct		17	17	0.57 Wednesday
23-Oct		17	17	0.57 Thursday
24-Oct		17	17	0.57 Friday
25-Oct		17	17	0.57 Saturday
26-Oct		17	17	0.57 Sunday

Date	Garbage Missed Pickup	Count of Service Request Type	Average of Days to Complete	Day of Week
28-Sep		118	2	5.77 Thursday
29-Sep		2	2	6.56 Friday
30-Sep		3	3	2.02 Saturday
1-Oct		6	6	2.71 Monday
2-Oct		6	6	6.87 Tuesday
3-Oct		6	6	1.82 Wednesday
4-Oct		2	2	2.06 Thursday
5-Oct		3	3	3.88 Friday
6-Oct		3	3	2.71 Saturday
7-Oct		14	14	5.61 Sunday
8-Oct		6	6	8.50 Monday
9-Oct		5	5	4.66 Tuesday
10-Oct		4	4	3.48 Wednesday
11-Oct		4	4	1.48 Thursday
12-Oct		4	4	0.95 Friday
13-Oct		6	6	0.00 Saturday
14-Oct		2	2	0.00 Sunday
15-Oct		5	5	0.00 Monday
16-Oct		4	4	0.00 Tuesday
17-Oct		4	4	0.00 Wednesday
18-Oct		4	4	0.00 Thursday
19-Oct		4	4	0.00 Friday
20-Oct		4	4	0.00 Saturday
21-Oct		4	4	0.00 Sunday
22-Oct		4	4	0.00 Monday
23-Oct		4	4	0.00 Tuesday
24-Oct		4	4	0.00 Wednesday
25-Oct		4	4	0.00 Thursday
26-Oct		4	4	0.00 Friday
27-Oct		4	4	0.00 Saturday
28-Oct		4	4	0.00 Sunday

Date	Cart - Deliver/Remove	Count of Service Request Type	Average of Days to Complete	Day of Week
28-Sep		118	2	5.77 Thursday
29-Sep		2	2	6.56 Friday
30-Sep		3	3	2.02 Saturday
1-Oct		6	6	2.71 Monday
2-Oct		6	6	6.87 Tuesday
3-Oct		6	6	1.82 Wednesday
4-Oct		2	2	2.06 Thursday
5-Oct		3	3	3.88 Friday
6-Oct		3	3	2.71 Saturday
7-Oct		14	14	5.61 Sunday
8-Oct		6	6	8.50 Monday
9-Oct		5	5	4.66 Tuesday
10-Oct		4	4	3.48 Wednesday
11-Oct		4	4	1.48 Thursday
12-Oct		4	4	0.95 Friday
13-Oct		6	6	0.00 Saturday
14-Oct		2	2	0.00 Sunday
15-Oct		5	5	0.00 Monday
16-Oct		4	4	0.00 Tuesday
17-Oct		4	4	0.00 Wednesday
18-Oct		4	4	0.00 Thursday
19-Oct		4	4	0.00 Friday
20-Oct		4	4	0.00 Saturday
21-Oct		4	4	0.00 Sunday
22-Oct		4	4	0.00 Monday
23-Oct		4	4	0.00 Tuesday
24-Oct		4	4	0.00 Wednesday
25-Oct		4	4	0.00 Thursday
26-Oct		4	4	0.00 Friday
27-Oct		4	4	0.00 Saturday
28-Oct		4	4	0.00 Sunday

Row Labels	Count of Request Type	Average of Days to Complete
Back Door Garbage Service	12	2.04
Cart - Deliver/Remove	17	7.20
Debris/Bulk Request	34	3.45
Garbage Missed Pickup	154	3.72
Grand Total	217	3.86

APPENDIX 1

**MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK  
OCTOBER 24, 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 7:00 p.m. on the 24<sup>th</sup> day of October, 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: William S. Pritchard III Chairman, Council President Pro Tempore  
Alice B. Womack  
Gerald A. Garner  
Lloyd C. Shelton  
Stewart Welch III, Mayor

Absent: Virginia C. Smith, Council President

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

Billy Pritchard-Council President Pro Tempore

- Thanked Council Member Alice Womack for her service on the Council

Alice Womack-Council Member

- She has enjoyed her time serving on the Council and will miss all of the people

**1. PRESENTATION OF RESOLUTION TO DR. RICHARD (DICKY) BARLOW**

Billy Pritchard

- Presented Dr. Richard (Dicky) Barlow with the Resolution No. 2022-170 recognizing Dr. Barlow for being selected for the prestigious honor of the 2023 Alabama Superintendent of the Year.

**2. MOUNTAIN BROOK SCHOOL SECURITY UPDATE**

Amanda Hood-Mountain Brook School System

- Overall approach to school safety is to balance learning with safety-Want kids to feel safe
- Three prongs regarding safety:
  - 1) Prevention- Have SRO in every school, police and fire have 24/7 access to all of the schools, provide for families in need, have researched based threat and suicide protocols
  - 2) Facilities and Support-Visitor access systems that control access into the building, video surveillance systems, and High School access control
  - 3) Training-Every facility took part in an off-site training, created parent video, have annual safety training and monthly drills

**3. ALL-IN MOUNTAIN BROOK COMMITTEE UPDATES**

Dale Wisley-All-In Executive Director

- The purpose of All-In is to enhance and protect the lives of the youth
- In 2014, a re-organization began that broaden the scope of the organization
- Focus on mental health issues, substance abuse and preventable accidents
- Thanked the Council for their support

Becky Holt-All-In Mountain Brook

- Have small group programs titled: Last year at home, First year away, Parenting the teenage driver, and an ADHD 3 part series
- Podcasts on ins and out of All-In Mountain brook and Facts about Fentanyl
- High School Student Conference is November 1st held at the High School
- The Parenting Conference is November 15<sup>th</sup> held at the High School

**4. ONE PLACE METRO ALABAMA FAMILY SERVICES**

Tony Lee-Board member of One Place

- Thanked the Council for their support
- Sexual violence and domestic violence is complex community issues that requires complex solutions
- This is done through partnerships
- One Place is grateful to partner with Mountain Brook to bring resources, training, and education
- One Place provides direct service for survivors of domestic violence and sexual violence in a one place under one roof

**5. CONSENT AGENDA**

Council President Pro Tempore 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 October 10, 2022, regular meeting of the City Council

<b>2022-163</b>	Authorize the City to enter into an agreement with the Mountain Brook Chamber of Commerce	Exhibit 1, Appendix 1
<b>2022-164</b>	Authorize a Memorandum of Understanding with One Place Metro Alabama Family Justice Center	Exhibit 2, Appendix 2
<b>2022-165</b>	Accept the professional service agreement with Skipper Consulting, Inc with respect to on-call engineering services	Exhibit 3, Appendix 3
<b>2022-166</b>	Authorize the sale or disposal of certain surplus property (Library)	Exhibit 4, Appendix 4
<b>2022-167</b>	Execute a Facility Relocation and Adjustment Agreement with Spire Alabama Inc. with respect to relocation of existing Spire Alabama Inc. Facilities (Field #1 fill-in project)	Exhibit 5, Appendix 5
<b>2022-168</b>	Re-appoint Scott Boomhover to the Board of Zoning Adjustment to serve without compensation through October 24, 2025	Exhibit 6, Appendix 6

- |                 |  |                          |
|-----------------|--|--------------------------|
| <b>2022-169</b> | Accept the proposal submitted by Lemoine Program Services with respect to facilities management consulting and maintenance for the Mountain Brook facilities                                 | Exhibit 7,<br>Appendix 7 |
| <b>2022-170</b> | Recognize Dr. Richard (Dicky) Barlow for being selected for the 2023 Alabama Superintendent of the Year and thank Dr. Barlow for his leadership and commitment to the Mountain Brook Schools | Exhibit 8                |

Thereupon, the foregoing minutes and resolutions (Nos. 2022-163 through 2022-168), were introduced by Council President Pro Tempore Pritchard 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: William S. Pritchard III, Council President Pro Tempore  
Alice B. Womack  
Gerald A. Garner  
Lloyd C. Shelton

Nays: None

Abstained: None

Council President Pro Tempore Pritchard thereupon declared that said minutes and resolutions (Nos. 2022-163 through 2022-170) were adopted by a vote of 4—0 and as evidence thereof she signed the same.

## 6. ANNOUNCEMENT

Council President Pro Tempore announced the next [organizational] meeting of the City Council is November 7, 2022, at 8:00 a.m. in the Council Chamber of City Hall

## 7. ANNOUNCEMENT

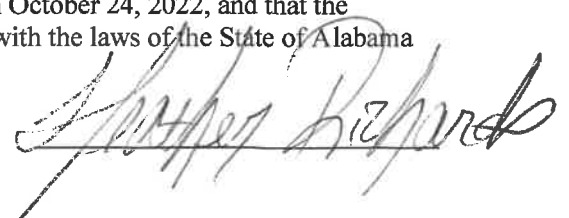
Council President Pro Tempore announced the next regular meeting of the City Council is November 14, 2022, 7:00p.m.

## 8. ADJOURNMENT

There being no further business to come before the City Council, President Pro Tempore Pritchard adjourned the meeting at approximately 7:28 p.m.

## 9. 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 October 24, 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 November 14, 2022

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**EXHIBIT 1**  
**RESOLUTION NO. 2022-163**

**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 enter into an agreement with the Mountain Brook Chamber of Commerce, in the form as attached hereto as Exhibit A, subject to such minor changes as may be determined appropriate by the City Attorney.

**APPENDIX 1**

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**EXHIBIT 2**  
**RESOLUTION NO. 2022-164**

**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 authorize a Memorandum of Understanding with One Place Metro Alabama Family Justice Center, in the form as attached hereto as Exhibit A, subject to such minor changes as may be determined appropriate by the City Attorney.

**APPENDIX 2**

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**EXHIBIT 3**  
**RESOLUTION NO. 2022-165**

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

**APPENDIX 3**

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**EXHIBIT 4**  
**RESOLUTION NO. 2022-166**

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

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

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

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

Item	Manufacturer	Model	Number
3D Printer	N/A	N/A	1
Cubicles	N/A	N/A	2
Icemaker	Scotsman	N/A	1
Mini Fridge	N/A	N/A	1
Microwave	Panasonic	N/A	1

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

#### APPENDIX 4

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#### EXHIBIT 5

#### RESOLUTION NO. 2022-167

**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 Facility Relocation and Adjustment Agreement, in the form as attached hereto as Exhibit A, between the City and Spire Alabama Inc. with respect to relocation of existing Spire Alabama Inc. facilities.

#### APPENDIX 5

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#### EXHIBIT 6

#### RESOLUTION NO. 2022-168

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

Boomhover is hereby re-appointed to the Board of Zoning Adjustment to serve without compensation through October 24, 2025.

**APPENDIX 5**

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**EXHIBIT 7**

**RESOLUTION NO. 2022-169**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook that the City Council hereby accepts the proposal submitted by Lemoine Program Services, in the form as attached hereto as Exhibit A, with respect to facilities management consulting and maintenance for the Mountain Brook facilities.

**APPENDIX 7**

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**EXHIBIT 8**

**RESOLUTION NO. 2022-170**

**WHEREAS**, Dr. Richard (Dicky) Barlow has served in many capacities within education for the last 38 years; and

**WHEREAS**, Dr. Barlow has served the last thirteen years as Superintendent of the Mountain Brook School System; and

**WHEREAS**, Dr. Barlow established the Institute for Innovation that promotes scalable instructional designs to promote learning innovation; and

**WHEREAS**, Dr. Barlow implemented an annual community Student Showcase highlighting students of all ages to share their classroom learning with the broader Mountain Brook community; and

**WHEREAS**, Dr. Barlow successfully campaigned for two community tax renewals and an increase of a ten-millage property tax; and

**WHEREAS**, Dr. Barlow oversaw \$110 million in facility renovations for all school campuses including fine arts and athletic complexes; and

**WHEREAS**, Dr. Barlow is the co-creator of ‘All-In Mountain Brook’ a community partnership focused on “protecting and enhancing the lives of Mountain Brook youth” including substance abuse, mental health and preventable accidents; and

**WHEREAS**, the Mountain Brook High School consistently ranks in the top 1% of open enrollment nationally, ranked number 2 in public athletic programs in the nation (Maxpreps), and ranked number 71 in STEM programs in the U.S. in 2021-2022 (U.S. News and World Report); and

**WHEREAS**, the Mountain Brook schools have six nationally recognized Blue Ribbon Schools; and

**WHEREAS**, the School Superintendents of Alabama (SSA) and Schneider Electric, a SSA Diamond Level Business Member, are proud to announce the selection of Dr. Richard (Dicky) Barlow as the 2023 Alabama Superintendent of the Year.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Mountain Brook recognize Dr. Richard (Dicky) Barlow for being selected for this prestigious honor and thank Dr. Barlow for his leadership and commitment to the Mountain Brook Schools.

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AGREEMENT FOR SERVICES

This Agreement entered into between the City of Mountain Brook, an Alabama municipal corporation ("City") and Mountain Brook Chamber of Commerce, an Alabama non-profit corporation ("Chamber"). City and Chamber hereby agree as follows.

- 1. This Agreement shall be in effect for a period of one year (October 1, 2022 through September 30, 2023).
2. Notwithstanding any other provision of this Agreement, it is agreed that City shall not be liable for any of the debts or obligations incurred by Chamber, nor shall City be deemed or considered a partner, joint venture or otherwise interested in the assets of Chamber, or profits earned or derived by Chamber, nor shall Chamber at any time use the name or credit of City in purchasing, or attempting to purchase, any equipment, supplies or any other materials or services.
3. Chamber, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City, but shall be deemed to be an independent contractor in every respect and shall take all steps, at Chamber's expense, as City may, from time to time, request to indicate that Chamber is an independent contractor.
4. City shall allow Chamber to include membership application, Chamber information and cover letter to be included with the City's annual business license renewal mailing.
5. Chamber may not transfer or assign its interest in this Agreement or assign its rights, duties or obligations under this Agreement without the prior written approval of City.
6. City shall not assume any responsibility for the means by which, or the manner in which, services are provided by Chamber.
7. Chamber agrees to comply strictly with all applicable ordinances and laws while performing its obligations under this Agreement.
8. City agrees to pay Chamber an amount not to exceed the sum of \$153,235.00 each year from October 1, 2022 through September 30, 2023 for all services to be performed by Chamber under this Agreement. Said sum shall be paid as follows:

Table with 2 columns: Installment Due Date or Event, Amount. Rows include: Upon Execution of Agreement (\$38,308.75), December 1, 2022 (\$38,308.75), May 1, 2023 (\$38,308.75), September 1, 2023 (\$38,308.75).

campaigns for each of the three major commercial areas of the City and assist in any other planned and approved minor event for any of the villages or commercial areas of the City. i.e. Highway 280 or Overton Village, which may include but is not limited to advertising, live entertainment, promotional prizes, contest prizes, and refreshments.

- (c) Chamber will conduct a yearly membership drive.
(d) Chamber shall continue to aggressively promote, market, and administer the Village Gold Gift Certificate Program along with developing, marketing, and administering other phases of the Village Gold Program.
(e) Chamber shall continue to develop its web technology as one of the primary methods of marketing the City, its commercial areas and individual businesses, along with serving as a primary communication tool to the residence and general public.
(f) Chamber will continue to develop a branding image for the organization and its membership to include marketing materials in keeping with the image of the Chamber and the City of Mountain Brook.

In witness whereof, City of Mountain Brook has caused this Agreement to be executed by its duly authorized Mayor and Mountain Brook Chamber of Commerce has caused this Agreement to be executed by its duly authorized corporate officer, on the date or dates hereunder their signatures.

ATTEST: CITY OF MOUNTAIN BROOK
By [Signature] Its City Clerk
By [Signature] Its Mayor
10-25-2022
Date of Execution

ATTEST: MOUNTAIN BROOK CHAMBER OF COMMERCE
By [Signature] Its Executive Director
By [Signature] Its President
10.26.2022
Date of Execution

- (a) provide and maintain within the Chamber organization a program for city-wide economic development;
(b) provide a professionally qualified Chamber staff to carry on the functions of Chamber;
(c) seek, discover and endeavor to attract and promote tourism and commercial development for the benefit and economic improvement of City;
(d) gather, keep updated, research and distribute information and data to be used as advertisements and presentations for general and specific commercial prospects;
(e) develop, produce and secure maps, charts, photographs, brochures, briefing facilities, reports, etc., as are necessary and required to promote adequately new and expanding commercial and office development within City;
(f) for the economic development of City, maintain contact, and cooperate and work closely, with other agencies and organizations with similar purposes such as the Alabama Development Office, industrial development departments of public and private utilities, The Metropolitan Development Board, local, area and regional planning agencies, highway, air and other transportation agencies, organizations and individuals;
(g) stay familiar with local, state, regional and national trends in economic development; create more and better jobs, for the benefit of City and its citizens, through land control, site development, local and area technical institutions and any and all other sources and aids;
(h) receive, study and respond to all mail inquires and City referrals which are directly or otherwise sent to City by potential visitors, businesses and professional people, students from all over the United States -and the world, research and survey agencies and outside sources and individuals seeking information about the community, its people, government, history, economic base, institutions, professions, state and federal agencies, schools and educational institutions, housing, job opportunities, legal professions, hospitals, and paramedical services, churches, climatic conditions, laws and statutes, taxes and licenses;
(i) serve as principal public relations and information agency for City and for all people who are referred to Chamber by City and who come to Chamber's office or otherwise contact Chamber, but would otherwise have to call upon City for the services and information enumerated in the above item;
(j) welcome individuals and groups deemed by City to be important to City, and assist and help in coordinating ground-breaking ceremonies, openings, -civic presentations and other activities involving City and its officials;
(k) report semi-annually to the Mountain Brook City Council on activities within City relating to economic development and other important subjects relating to City;
(l) assist businesses in conjunction with the City Council and assist new and expanding
(m) businesses, agencies, institutions and people moving to the area; and
(n) through management and staff of the Chamber, as well as volunteers, to do what is possible to foster and promote the City to create and maintain its good name.

- 10. In addition to the foregoing services to be provided by Chamber to City:
(a) Chamber will prepare and coordinate a commercial marketing campaign for the winter 2022 holiday shopping season which shall encompass each of the City's primary commercial areas for the purpose of promoting the shopping in such areas.
(b) Chamber will assist in the planning and implementation of at least two major promotional

APPENDIX I

Memorandum of Understanding (MOU)

The City of Mountain Brook & One Place Metro Alabama Family Justice Center

Brook officials with an understanding of the scope of need and resources addressing domestic and sexual violence accessed through One Place.

First Responder Professional Development and Support. Through trained law enforcement partners onsite, One Place can provide professional development opportunities for the police department and other first responders throughout the year at no additional cost.

K-12 Annual Professional Development and Student Support. One Place Director of Hope Initiatives is available to support Mountain Brook Schools students exposed to violence and trauma, in addition to providing professional development for teachers and administrators on the impact of trauma and the science of hope, for students and employees.

The undersigned have reviewed this Memorandum of Understanding and accept it as the basis for the working partnership. By our signatures contained herein, we indicate our approval.

[Handwritten signature]

10-25-2022

Date

City of Mountain Brook, AL

Allison L. Dearing, Executive Director, One Place Family Justice Center

Date

Names, Titles, and Contact Information for Primary Points of Contact:

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

Allison L. Dearing, Executive Director, One Place Family Justice Center in Birmingham, 3613 6th Avenue South, Birmingham, Alabama 35222

Time period: October 1st, 2022 - September 30th, 2023

City of Mountain Brook - Mountain Brook Police Department: The mission of the Mountain Brook Police Department is to serve the community by protecting life and property; by preventing crime; by enforcing the law; and by maintaining order while safeguarding Constitutional guarantees for all.

One Place Metro Alabama Family Justice Center ("One Place"): One Place Metro Alabama Family Justice Center is a public safety organization committed to reducing the number of fatalities associated with domestic and sexual violence in our region. One Place provides coordinated services to victims and survivors of domestic and sexual violence through a multi-disciplinary team of professionals working together under one roof, including the Jefferson County District Attorney's Office, local law enforcement agencies, YWCA Central Alabama, and Hispanic Interest Coalition of Alabama.

In response to City of Mountain Brook financial support, One Place commits the following:

Localized Reporting. One Place accepts for service any residents of Mountain Brook who have experienced domestic or sexual violence, and offers annual localized reporting to help Mountain

APPENDIX 2

10/14/22, 1:44 PM City of Mountain Brook Mail - Next Council Agenda Heather Richards <richardsh@mtnbrook.org>

Next Council Agenda 1 message Jay Loggins <logginsj@mtnbrook.org> Thu, Oct 13, 2022 at 5:15 PM To: Heather Richards <richardsh@mtnbrook.org>

Please place an MOU approval with One Place Metro Alabama Family Justice Center on the agenda. We will be providing them with financial support of \$5000 that is currently in our budget. I have sent the MOU back to them for a revision. I will forward the corrected one to you when I receive it. I am sure that I will have it back by the 24th. Thanks Sent from my iPhone

PROFESSIONAL SERVICES AGREEMENT

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

This Agreement is made by and between the City of Mountain Brook, Alabama ("Client"), doing business at 56 Church Street, Mountain Brook, Alabama 35213 and, Skipper Consulting, Inc. ("Consultant"), doing business at 3644 Vann Road, Suite 100, Birmingham, Alabama 35235.

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

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

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

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

2. CLIENT'S RESPONSIBILITIES: Client, at its expense, will provide the Consultant with all required site information, existing plans, reports, studies, project schedules and similar information that is contained in its files. The Consultant may rely on the information provided by the Client without verification.

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

The Client shall 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 work within established schedules.

3. COMPENSATION/ BILLING/ PAYMENT: Skipper Consulting Inc. will undertake and perform the work and services as requested by the City on a time and materials basis, including reimbursement of out-of-pocket expenses, according to the labor rate and expense schedule included in Exhibit A. The maximum amount billable under this contract shall be \$20,000.00. The duration of the contract shall be for a period not to exceed twenty-four (24) months from the date of execution of the agreement, or until such a time that the maximum amount billable under this agreement has been expended.

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

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

4. STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

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

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

Consultant shall secure and maintain such insurance as is reflected on the Addendum.

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

The Client's reuse of any report, documents or other deliverables prepared by the Consultant for the Project on any other project without written verification by the Consultant shall be at the Client's risk.

APPENDIX 3

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

CLIENT: CITY OF MOUNTAIN BROOK, AL CONSULTANT: SKIPPER CONSULTING INC.  
By: Stewart Welch By: Richard L. Caudle  
Printed Name: Stewart Welch Printed Name: Richard L. Caudle, P.E.  
Title: Mayor Title: Senior Traffic Engineer  
Date: 10-25-2022 Date: October 11, 2022

EXHIBIT "A"

Skipper Consulting, Inc.  
Hourly Labor Rates

Classification	Hourly Rate
Clerical	\$ 50.00/hour
Engineering Technician	\$ 80.00/hour
Technician/CADD I	\$ 50.00/hour
Technician/CADD II	\$ 90.00/hour
Traffic Engineer I	\$ 100.00/hour
Traffic Engineer II	\$ 135.00/hour
Traffic Engineer III	\$ 160.00/hour
Senior Traffic Engineer I	\$ 170.00/hour
Sr. Transportation Engineer/Planner	\$ 180.00/hour
Senior Traffic Engineer II	\$ 195.00/hour
Principal	\$ 215.00/hour

Direct Expenses

Mileage	IRS current rate plus 10%
Traffic counts, etc.	cost plus 10%
Misc. Direct Expenses	cost plus 10%

THIS ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT ("the/this Addendum") between the City of Mountain Brook, Alabama ("the City") and Skipper Consulting, Inc. ("the Contractor") is entered between the parties.

This Addendum is a part of the Professional Services Agreement between the parties (the "Agreement") concerning the work, services or project described in the Agreement. In the event of any conflict between the terms and provisions of this Addendum and the Agreement, the terms herein supersede and control any conflicting or inconsistent terms or provisions, particularly to the extent the conflicting or inconsistent terms or provisions in the Agreement purport either to (a) confer greater rights or remedies on the Contractor than are provided herein or under otherwise applicable law, or to (b) reduce, restrict, or eliminate rights or remedies that would be available to the City under otherwise applicable law. The Addendum shall remain in full force and effect with respect to any amendment, extension, or supplement of or to the principal Agreement, whether or not expressly acknowledged or incorporated therein. No agent, employee, or representative of the City is authorized to waive, modify, or suspend the operation of the Addendum or any of its terms or provisions without the express approval of the Mountain Brook City Council.

**1. Definitions.** For purposes of this Addendum, the terms below have the following meanings:

- A. "The City" refers to and includes the City of Mountain Brook, Alabama, and its constituent departments, boards, and agencies. The City may also be referenced in the Agreement as the "Client."
- B. "The (this) Agreement" refers to the principal contract, agreement, proposal, quotation, or other document that sets forth the basic terms and conditions under which the Contractor is engaged to provide goods, materials, or services to the City, including the payment or other consideration to be provided by the City in exchange therefor.
- C. "The Contractor" refers to the person, firm, or other legal entity that enters the Agreement with the City to provide goods, materials, or services to the City, and includes vendors and suppliers providing goods, materials, and services to the City with or without a formal contract as well as the Contractor's vendors, suppliers, and subcontractors. The Contractor may also be referenced in the Agreement as the "Consultant."

**2. Dispute Resolution.** If a disagreement, claim, issue or disagreement arises between the parties with respect to the performance of this Agreement or the failure of a Party to perform their respective rights or obligations hereunder (a "Dispute"), the parties will use reasonable efforts to resolve any Dispute at the designated representative level. If the parties are unable to amicably resolve any Dispute at that level, each agree to escalate that matter to senior managers or senior officials for consideration by and potential resolution by them. If the Dispute is not resolved at the senior level, the dispute resolution mechanism shall be litigation in a court with competent jurisdiction that is located in Jefferson County, Alabama.

**3. Attorney's Fees; Court Costs; Litigation Expenses.** The City shall not be liable for attorney's fees, court costs, litigation expenses, and like charges except and to the extent such fees, costs, and charges would be assessed against the City under applicable law in the absence of any contractual provision imposing or assigning liability therefor.

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

**5. Indemnification; Hold-Harmless; Release; Waiver; Limitations of Liability or Remedies.** The City shall not and does not indemnify, hold harmless, or release the Contractor or any other person, firm, or legal entity for, from, or with respect to any claim, cause of action, cost, charge, fee, expense, or liability whatsoever arising out of or relating to the subject matter of the Agreement or the performance or nonperformance thereof; nor shall or does the City waive its right to assert or pursue any remedy or claim for relief of any kind that it may have against the Contractor or any other person, firm, or entity for any actual or alleged default or other breach of legal duty on the part of the Contractor or any person, firm, or entity in privity therewith or acting on Contractor's behalf. Any limitation or restriction regarding the type, nature, form, amount, or extent of any right, remedy, relief, or recovery that would otherwise be available to the City is expressly disavowed, excluded from the terms of the agreement, and void.

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

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

**8. Independent Contractor.** Consultant's relationship to Client at all times is that of an independent contractor. Consultant exclusively controls the means and methods in which it performs its operations or provides the goods, services or undertaking described in the Agreement. The Client does not reserve any right of control over Consultant's operations or the activities it utilizes to perform its obligations in the Agreement.

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

- .1 Comprehensive General Liability: This insurance shall cover all operations performed by or on behalf of Contractor, and provide coverage for bodily injury and

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

**2. Automobile Liability:** If the work or services performed by the Contractor involves use of motor vehicles on public streets, Automobile Liability covering owned and rented vehicles operated by Contractor with policy limits of not less than Five Hundred Thousand Dollars (\$500,000) combined single limit and aggregate for bodily injury and property damage, per occurrence.

**3. Workers Compensation:** Workers' Compensation and Employers Liability as required by statute.

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

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

All policies, except for the Workers Compensation and Professional Liability policies shall contain endorsements naming the City, and its officers, employees and agents as additional named insured with respect to liabilities that arise out of and result from the operations of the Contractor or its performance of Services or work. The additional named insured endorsement shall not limit the scope of coverage to the City to vicarious liability, but shall allow coverage for the City to the fullest extent provided by the policy.

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

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

**10. Indemnification for Claims by Third Parties.** The Contractor agrees to defend, indemnify, and hold harmless the City, and its agents, employees and officials (collectively hereinafter the "Indemnitees") from and against all demands, actions, damages, judgments, expenses (including but not limited to attorneys' fees, expert fees, court costs and other litigation costs), losses, damages, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property, or those for financial loss or damages, collectively hereinafter "Claim(s)") that are made against the City by any third parties (including any employee, agent or representative of the Contractor, collectively "Third Parties") to the extent that such Claims are caused or allegedly caused by the negligence of the Consultant in the performance of its Services, its work on the Project described in the Agreement or its failure to perform its obligations in the Agreement.

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

<b>CITY:</b> CITY OF MOUNTAIN BROOK	<b>CONTRACTOR:</b> SKIPPER CONSULTING INC.
<b>By:</b> <u>Stewart Welch</u>	<b>By:</b> <u>Richard L. Caudle</u>
<b>Printed Name:</b> <u>Stewart Welch</u>	<b>Printed Name:</b> <u>Richard L. Caudle, P.E.</u>
<b>Title:</b> <u>Mayor</u>	<b>Title:</b> <u>Senior Traffic Engineer</u>
<b>Date:</b> <u>10-25-2022</u>	<b>Date:</b> <u>January 11, 2022</u>

APPENDIX 3



Surplus

The partition 79"l x 29"w x 67"h, the desk is 72 x 24 and another section that is 48 x 24. Only two under the desk file cabinets are included. The library does not have a loading deck, and staff are not available to assist with moving/loading.

3D Printer - 1

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



APPENDIX 4

Cubicles - 2

Icemaker - 1

33.5" h x 15" w, leaks. The library does not have a loading deck, and staff are not available to assist with moving/loading.



Height: 11" Width: 21.75" Depth: 18". The library does not have a loading deck, and staff are not available to assist with moving/loading.



Mini Fridge - 1

Height: 32.5" Width: 18.5" Depth: 17.5". The library does not have a loading deck, and staff are not available to assist with moving/loading.



Microwave - 1

Sam Gaston

From: Richards, Patrick <Patrick.Richards@spireenergy.com> on behalf of Richards, Patrick Friday, October 14, 2022 7:53 AM To: Sam Gaston; Cohron, Cam; Wright, Chase; Gorenflo, Mike; Peters, Ethan Cc: Rogers, Kyle; Wilcox, Jeff Subject: RE: Mountain Brook Field Relocation (Spire)

BILLING INFORMATION:

Name: Samuel Gaston Project: 200810 Title: City Manager Work Order: N/A Organization: City of Mountain Brook, AL Address: 56 Church Street P.O. Box 130009 City, State, Zip: Mountain Brook, AL 35213 Phone: 205-802-3803

The undersigned parties agree that abandonment and/or relocation of existing SPIRE ALABAMA INC. facilities, as described below, is necessary as a result of unavoidable physical conflict with work proposed by the undersigned responsible party.

SPIRE ALABAMA INC. has estimated the total cost of adjustment required to resolve said conflict, which takes into account direct costs, including labor, equipment, and materials, plus applicable overheads and related charges. The estimated costs are as follows:

Table with 2 columns: Description and Amount. Rows include: Construction of new facilities to replace those in conflict (\$226,590.69), Services (\$-), Abandonment of existing facilities (\$13,591.81), Estimated total cost of adjustment (\$250,182.50).

The Responsible party shall pay SPIRE ALABAMA INC.'s actual total cost of adjustment in accordance with the following payment terms, regardless of the amount of time that elapses between the calculation of the estimate and completion of the adjustment and whether such actual cost is greater or less than the above estimate.

Terms of payment: Payment of the estimated cost prior to the start of work with the further agreement that after work is complete, to pay any additional charges based on actual cost provided that any payment in excess of the actual costs will be refunded by SPIRE ALABAMA INC. Terms: Net 30 days after rendition of invoice. Spire will review the actual cost for refund, if any, based on an analysis of revenue, expenses, and investment associated with this project.

Execution of this agreement authorizes SPIRE ALABAMA INC. to proceed with the abandonment and relocation work described herein and obligates the Responsible Party to reimburse SPIRE ALABAMA INC. for its actual total costs (including overheads and related charges) related thereto in accordance with the above terms of payment.

For: SPIRE ALABAMA INC. By: Mark Lova, Vice President, Engineering & Gas Operations. For: City of Mountain Brook, AL. By: Sam S. Gaston, City Manager. Date: 10-26-22.

RESPONSIBLE PARTY

Form 130AL-Rev. 2/2022/00

That will work.

Thank you,

Patrick Richards Construction Engineer II, Construction Engineering

605 Richard Arrington Jr. Blvd N Birmingham, AL 35203 SpireEnergy.com



From: Sam Gaston <gastons@mtnbrook.org> Sent: Thursday, October 13, 2022 4:01 PM To: Richards, Patrick <Patrick.Richards@spireenergy.com>; Cohron, Cam <Cam.Cohron@spireenergy.com>; Wright, Chase <Chase.Wright@spireenergy.com>; Gorenflo, Mike <Mike.Gorenflo@spireenergy.com>; Peters, Ethan <Ethan.Peters@spireenergy.com> Cc: Rogers, Kyle <Kyle.Rogers@spireenergy.com>; Wilcox, Jeff <Jeff.Wilcox@spireenergy.com> Subject: RE: Mountain Brook Field Relocation (Spire)

No, payment after the city finishes the fill and before Spire relocates their line.

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



From: Richards, Patrick [mailto:Patrick.Richards@spireenergy.com] Sent: Thursday, October 13, 2022 3:40 PM To: Sam Gaston; Cohron, Cam; Wright, Chase; Gorenflo, Mike; Peters, Ethan

Cc: Rogers, Kyle; Wilcox, Jeff Subject: RE: Mountain Brook Field Relocation (Spire)

Hello Sam,

I'm not sure I understand if that differs from our original plan. Are you asking to relocate after pavement?

Thank you,

Patrick Richards Construction Engineer II, Construction Engineering

605 Richard Arrington Jr. Blvd N Birmingham, AL 35203 SpireEnergy.com



From: Sam Gaston <gastons@mtnbrook.org> Sent: Thursday, October 13, 2022 3:36 PM To: Richards, Patrick <Patrick.Richards@spireenergy.com>; Cohron, Cam <Cam.Cohron@spireenergy.com>; Wright, Chase <Chase.Wright@spireenergy.com>; Gorenflo, Mike <Mike.Gorenflo@spireenergy.com>; Peters, Ethan <Ethan.Peters@spireenergy.com> Cc: Rogers, Kyle <Kyle.Rogers@spireenergy.com>; Wilcox, Jeff <Jeff.Wilcox@spireenergy.com> Subject: RE: Mountain Brook Field Relocation (Spire)

The city council didn't adopt this Monday night. They would like to pay the \$250,000 after the fill project is completed, but before the line is relocated. Will this work for Spire?

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



From: Sam Gaston [mailto:gastons@mtnbrook.org] Sent: Thursday, September 29, 2022 3:18 PM To: Richards, Patrick; Cohron, Cam; Wright, Chase; Gorenflo, Mike; Peters, Ethan Cc: Rogers, Kyle; Wilcox, Jeff Subject: RE: Mountain Brook Field Relocation (Spire) Minutes & Agendas\Council\2022\20221024 Minutes.docx



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

DATE: October 24, 2022

TO: Mayor, City Council & City Manager

FROM: Tyler Slaten, City Planner

RE: BZA Term Appointment

Scott Boomhoyer's BZA term expired on October 14, 2022; Mr. Boomhoyer has expressed a wish to continue to serve on BZA, and the BZA members have unanimously recommended that he renew for another term.

CAREER OBJECTIVE

Results-driven professional with years of experience in nonprofit management, law, communications and business seeking an executive position. I have worked in many different areas of law, raised millions of dollars for local charities and have worked for national organizations to help craft and deliver a message. I have dealt with employees, logistics, budgeting, marketing, sales and other complex situations across the country. With years of experience in a number of different areas, I have the creativity and strategic thinking to be adaptable in the marketplace and bring results.

SKILLS

Writing Strategic Communications Risk Management and Compliance
Recruitment Public Speaking Event Management
Leadership Dispute Resolution Project Management
Development Litigation/Discovery Fundraising

EDUCATION

Cumberland School of Law, Samford University
Juris Doctor

Auburn University
Bachelor of Arts in Mass Communication, Business Concentration

EXPERIENCE

Hunter Nichols Attorney at Law 2012-Present
Attorney/Consultant

- Conduct large-scale trial discovery preparation for major companies and legal memoranda regarding various legal issues.
Provide guidance on matters regarding Real Estate Commercial/Residential, Nonprofit Fundraising, Business, Compliance, Employment/Human Resources, Trial Discovery, and Alternative Dispute Resolution.

Equal Employment Opportunity Commission 2012-2013
Clerk, Mediation and Legal Division

- Research and analysis of pending cases for Legal Division and participate in mediation with Charging Party and Respondent.

10th Judicial Circuit of Alabama State Court Summer 2011
Clerk, Judge Teresa Pulliam, Criminal Division

- Performed legal research on capital murder punishment and Alabama Rules of Criminal Procedure Rule 32 motions.
Analyzed various motions and relayed opinions to Judge while also observing pretrial practices and jury trials.

Alabama State Bar Summer 2010
Clerk, Volunteer Lawyers Program

- Performed client interviews and evaluated cases for representation. Developed educational and promotional materials.

Laps for Cystic Fibrosis Foundation 2009-2010
Director, Splash for Cystic Fibrosis

- Managed and recruited for nationwide fundraising and outreach campaign benefiting hospitals and children with cystic fibrosis and tailored regional campaigns to local economic conditions to optimize performance. Left to start law school.

National Multiple Sclerosis Society 2006-2009
Development Manager

- Managed numerous fundraising events across Alabama raising millions of dollars. Responsible for organizing, community relations, logistics, media, event management, and public relations. Recruit staff. Participated in capital campaigns, grant development and major gifts.

Appalachian University Systems 2003-2006
Quality Assurance Liaison

- Liaison for development companies and supervised mass installation logistics at colleges throughout country to ensure adherence to deadlines.
Managed, recruited and trained staff to effectively complete assignments.

United States Golf Association 2002-2003
P.J. Boatwright Fellow

- Chosen for selective one-year fellowship to organize and operate USGA tournaments.
Implemented major website/electronic database overhaul, marketing campaign and increase in media participation.
Managed staff for multiple statewide tournaments.

CNN, Features Department 2001-2002
Unit Clerk, Sci/Tech and Environmental Unit

- Involved in research, writing, video editing and filming of segments for Environmental and Technology feature shows.

ACTIVITIES AND SERVICE

Boy Scouts Troop 86 alumni and supporter
Associate Deacon, Mountain Brook Baptist Church
Birmingham Hospitality Network volunteer
VSA of Alabama Special Needs Artist
Youth Sports Coach

Eagle Scout Award



BRADLEY J. CAIN

2916 Pump House Road, Birmingham, AL 35243
(p): 205.807.2430
(e): bradleyj Cain@gmail.com

PROFESSIONAL EXPERIENCE

NAPHCARE, INC., BIRMINGHAM, AL. 2007 to present
Executive Vice President & Chief Legal Officer

- Serve as chief legal officer, compliance officer, secretary and operational strategist for national 2000+ employee company transacting business and providing health services in over 30 states
Ensure compliance of all federal, state and local regulations governing the provision of health care, electronic health records, pharmaceutical distribution, governmental contracting, software services, intellectual property, employment, and general business practices
Assisted with significant growth of company's revenues over the last ten years by implementation of proactive policies and procedures, contract compliance measures, and risk and litigation management protocols
Direct responsibility for company's Legal, Employee Benefits, Insurance and Aviation Departments
Oversight of transactional matters, request for proposal responses, risk management, multi-jurisdiction litigation management, corporate compliance, traditional insurance coverage for business operations as well as captive insurance management
Provide daily strategic guidance to Operations, Sales, Marketing, Human Resources and IT Departments to ensure daily operational, risk management and contract compliance
Oversee all labor and employment matters including union collective bargaining agreement compliance
Oversight of company lobbying activities and lobbying compliance throughout the United States

CARR ALLISON, BIRMINGHAM, AL. 2005 to 2007
Attorney

WAINWRIGHT, POPE & MCMEEKIN, BIRMINGHAM, AL. 2003 to 2005
Attorney

10TH JUDICIAL CIRCUIT, STATE OF ALABAMA, BIRMINGHAM, AL. 2002 to 2003
Law Clerk to the Hon. J. Scott Vowell, Presiding Judge

EDUCATION

2010 Graduate Certificate
The University of North Carolina at Chapel Hill, Kenan-Flagler Business School

2002 Juris Doctor
Birmingham School of Law

1999 Bachelor of Science
Troy University

BAR ADMISSIONS

- Alabama
District of Columbia

October 24, 2022

**ORGANIZATIONS AND MEMBERSHIPS**

- \* Admitted to the United States District Court for the Northern District of Alabama
- \* Admitted to the United States District Court for the Middle District of Alabama
- \* Admitted to the United States District Court for the Southern District of Alabama
- \* Admitted to the United States Circuit Court of Appeals, Eleventh Circuit
- \* Registered Mediator with Alabama Center for Dispute Resolution
- \* American Bar Association-Member
  - \* Vice Chair-ABA YLD Corporate Counsel Committee, 2010-2012
  - \* Chair-ABA YLD Health Law Committee, 2008-2009
  - \* Vice Chair-ABA YLD Labor and Employment Committee, 2006-2008
- \* Alabama State Bar Judicial Liaison Committee, 2009-2010
- \* Birmingham Bar Association-Member
  - \* Birmingham Bar Association Grievance Committee, 2016, 2017, 2018
  - \* Birmingham Bar Association Medical Liaison Committee, 2006, 2009-2011, 2014, 2015
  - \* Birmingham Bar Association Fee Arbitration Committee, 2013
  - \* Birmingham Bar Association Crisis Relief Committee, 2012
  - \* Birmingham Bar Association Attorney Transition Committee, 2011
  - \* Birmingham Bar Association Future Leaders Task Force, 2010
  - \* Birmingham Bar Association Joint Services Activities Task Force, 2010
  - \* Birmingham Bar Association Fee Arbitration Committee, 2007
  - \* Birmingham Bar Association Membership Committee, 2005
- \* Defense Research Institute-Member
  - \* Defense Research Institute-Liaison for YL Workers' Compensation Committee, 2005
  - \* Council on Litigation Management Professional Liability Committee, 2009-2013
- \* Alabama Defense Lawyers Association-Member

**ACCOMPLISHMENTS & COMMUNITY ACTIVITIES**

- \* Alabama Electronic Overseas Voting Advisory Committee Member-Appointed by Governor
- \* Named C-Suite award winner by Birmingham Business Journal
- \* Named Outstanding Corporate Counsel by Birmingham Business Journal
- \* Named Top Attorney in health care category by Birmingham Magazine
- \* Martindale-Hubbell AV Preeminent Rating
- \* Children's Hospital of Alabama Committee for the Future Class of 2015-Member
- \* UAB Leadership Class of 2011-Member
- \* UAB Professional Advisory Council-Member 2011-2013
- \* Jefferson-Blount-St. Clair Mental Health Authority-Board Member
- \* Birmingham MS Leadership Class Advisory Council-Member
- \* Birmingham MS Leadership Class of 2010-Member
- \* Birmingham Bar Association Future Leaders Forum, Inaugural Class of 2009
- \* Birmingham Volunteer Lawyers Program-Pro Bono Volunteer
- \* Kid One Transport-Board Member and current Board President
- \* Hand in Paw-Junior Board Member 2009-2014
- \* Episcopal Diocese of Alabama Companton Diocese of Haiti Commission-Board Member
- \* Episcopal Place-Board Member and current Board President
- \* Episcopal Place Gumbo Gala Co-Chair for 2014 and Chair for 2015

October 17, 2022

Steve Boone  
Assistant City Manager  
Finance Manager  
City of Mountain Brook  
56 Church Street  
Mountain Brook, Alabama 35213

Re: Facilities and management consulting and maintenance

Dear Steve,

Lemoine Program Services is please to offer you and the City of Mountain Brook a proposal for facilities management consulting and maintenance for your facilities. Our proposal is based upon our meeting on August 17 along with the attached qualifications and assumptions. Lemoine is well positioned to service the City of Mountain Brook with our construction and design industry experience. Our collective resume's and subject matter expertise give us the knowledge and experience to address and resolve building and system issues as well as assist on long term capital projects in an advisory capacity. We have partnered with and are offering routine maintenance services that can address issues on a daily or weekly basis as the need arises.

I am proposing that Lemoine perform these services on an hourly basis for a period of six months and then assess the relationship and roles at that time. Recognizing that there is a ramp up and learning curve time period for the first couple of weeks, this allows our two entities to gain working knowledge and relationship and allow that to build and gain momentum as a team.

On a personal note, as a lifelong Mountain Brook resident, it is both a privilege and an honor to have the opportunity to serve the city that I call home in this capacity. If offered the opportunity, I personally pledge to ensure that this is a successful venture for the City of Mountain Brook.

This proposal can be accepted by signature of this letter.

Yours truly,

Jack Darnall

Stephen Boone  
Assistant City Manager  
City of Mountain Brook

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- LPS proposes to perform Facility Program and Management Consulting services for to be billed at hourly rates as follows:  
Maintenance - \$85/hour  
Assistant Program Manager - \$100/hour  
Senior Program Manager - \$250/hour  
Superintendent - \$200/hour  
Principal - \$350/hour
- Service level is based upon an average of services provided by several different levels of professional services. We estimate that an average of 6 hours per week will be required for routine maintenance items that will be self performed repairing minor items as they occur (miscellaneous carpentry items, light fixture ballast, light plumbing, and normal general maintenance.) This does not include any janitorial services for either interior or exterior areas of existing buildings
- Facility Management consulting services are included for capital repairs, long term building system solutions and ongoing building warranty or performance related issues. Our assumption is that an average of four hours per week of either Management or Principal time will be involved in this portion of the work. The work will involve assessing various situations, providing recommendations for resolutions, facilitate the hiring of specialty firms as required to help assess potential solutions and remedies. Solicitation of pricings and recommendations for how to proceed will be made, implemented, and managed by LPS. LPS will follow City of Mountain Brook protocols for solicitation of proposals and recommendations for awards during this process.
- Regular reporting of activities will be made in a formal manner to the required parties for maintenance items on a monthly basis. Regular reporting on capital projects and system repairs and related issues will be either reported in a similar fashion or on a project by project basis. This reporting can be done monthly.
- If required, we can make reporting presentations to any governing authority for Mountain Brook as directed.
- LPS will furnish a single point of contact for both areas of work, and coordinate the activities of all of its personnel accordingly. When the work includes outside firms or third party firms, LPS will coordinate the work in a similar fashion.

APPENDIX

Lemoine Program Services

- Fees will be billed monthly with invoice amounts due in 30 days.
- Reimbursable expenses will be billed separately but not incurred without prior approval from the City of Mountain Brook. These expenses include, but are not limited to, the following: extraordinary travel costs, blue print and document printing, third party fees (if not paid directly by Mountain Brook), and related items. We do not anticipate that we will incur many of these types of expenses.
- Professional services are for six months. The agreement can be ended by the City of Mountain Brook at any time. After six months, both sides will evaluate the services being provided to ensure that they are meeting respective expectations. Assuming so, then this agreement can be continued at increments of time as desired by the City of Mountain Brook.
- Both the City of Mountain Brook and LPS agree not to pursue each entities personnel while this agreement is in place.
- Services performed in response to repair and service calls too shall be billed at hourly rates. Service and repair calls that indicate projects exceeding \$50,000 to be performed either by Lemoine or by independent contractors shall require bidding pursuant to the Alabama Bid Law. Lemoine may be asked to manage such projects performed by independent contractors at its hourly rates.