

**MINUTES OF THE ORGANIZATIONAL MEETING AND
MOUNTAIN BROOK EMERGENCY COMMUNICATIONS (E911) DISTRICT
OF THE CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA
NOVEMBER 7, 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 special public session to conduct its organizational meeting as required by the laws of the State of Alabama in the City Hall Council Chambers (Room A108) of the City of Mountain Brook on Monday, the 7th day of November 2022, at 8:00 a.m.

The meeting was called to order by the Council Member Virginia Smith and the roll was called with the following results:

Present: Virginia C. Smith
William S. ("Billy") Pritchard III
Gerald A. Garner
Graham L. Smith
Stewart H. Welch III

Absent: Lloyd C. Shelton

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

1. INTRODUCTION OF K. C. HAIRSTON

City Manager Sam Gaston introduced Mountain Brook Municipal Court Judge K. C. Hairston who will administer the oaths of office.

Judge Hairston then administered the oaths of office to Council members William "Billy" Pritchard and Graham Smith (Appendix 8) who then assumed their respective roles on the City Council.

2. ELECTION OF OFFICERS

Council member Pritchard made a motion that Council member Virginia Smith be appointed City Council President. The motion was seconded by Council member Graham Smith. Thereupon, Council member Smith called for vote with the following results:

Ayes: Virginia C. Smith
Gerald A. Garner
William S. ("Billy") Pritchard III
Graham L. Smith

Nays: None

Council President Virginia Smith declared that the motion is hereby adopted by a vote of 4—0 (Exhibit 1).

Council President Virginia Smith then made a motion that Council member Pritchard be appointed City Council President Pro Tempore. The motion was seconded by Council member Garner. Thereupon, Council President Virginia Smith called for vote with the following results:

Ayes: Virginia C. Smith
William S. ("Billy") Pritchard III
Gerald A. Garner
Graham L. Smith

Nays: None

Council President Virginia Smith declared that the motion is hereby adopted by a vote of 4—0 (Exhibit 2).

3. CONSENT AGENDA

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

- | | | |
|----------------------------|---|------------------|
| 2022-173 | Adopt of the rules of order and procedure | Exhibit 3 |
| 2022-174 | Appoint the City Attorney(s) (Bishop, Colvin, Johnson & Kent and Starnes, Davis & Florie, LLP) | Exhibit 4 |
| 2022-175
Motion | Motion appointing Council representatives to the: <ul style="list-style-type: none"> • Planning Commission (voting member)-Philip E. Black (Council representative) • Board of Zoning Adjustment (liaison)-Virginia C. Smith • Parks and Recreation Board (liaison)-Gerald A. Garner • O'Neal Library Board (liaison)-Lloyd C. Shelton • Board of Education (liaison)-William S. Pritchard III • Finance Committee (voting member)-Lloyd Shelton/Stewart Welch • Villages Design Review Committee (liaison)-Graham L. Smith • Editorial Board-William S. Pritchard III/Virginia C. Smith • Board of Landscape Design (liaison)-Virginia C. Smith • Chamber of Commerce (liaison)-Graham L. Smith • Parking Committee-All Council Members • Municipal judges-Stewart Welch III • Public safety departments-Stewart Welch III • All In Committee (voting member)-William S. Pritchard III | Exhibit 5 |
| 2020-176 | Appoint the members of the Mountain Brook City Council as the Board of Commissioners of the Mountain Brook Emergency Communication District and nomination of the Chairman (Virginia C. Smith) of the Emergency Communication District Board | Exhibit 6 |
| 2020-177 | Reaffirm the prior removal (Resolution No. 2015-142) of all elected officials of the City of Mountain Brook from the covered employee classification with respect to the City's Local Government Health Insurance Plan (LGHIP) | Exhibit 7 |

Thereupon, the foregoing motion and resolutions were introduced by Council President Virginia Smith and a motion for their immediate adoption was made by Council President Pro Tempore Pritchard. The motion and resolutions were then considered by the City Council. Council member Graham Smith seconded the motion to adopt the foregoing motion and resolutions. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Virginia C. Smith
William S. ("Billy") Pritchard III
Gerald A. Garner
Graham L. Smith

Nays: None

Council President Smith thereupon declared that said motion (No. 2022-175) and resolutions (Nos. 2022-173, 174, 176 and 177) are adopted by a vote of 4—0 and as evidence thereof she signed the same.

4. CONSIDERATION: RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE MOUNTAIN BROOK EMERGENCY COMMUNICATIONS (E911) DISTRICT ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023 (EXHIBIT 8)

Commission member Pritchard made a motion adopt the budget for the fiscal year beginning on October 1, 2022 and ending September 30, 2023 of the Board of Commissioners of the E911. The motion was seconded by Commission member Graham Smith. Thereupon, Chairman Smith called for vote with the following results:

Ayes: Virginia C. Smith
Gerald A. Garner
William S. ("Billy") Pritchard III
Graham L. Smith

Nays: None

Chairman Virginia Smith declared that the motion is hereby adopted by a vote of 4—0.

5. CONSIDERATION: RESOLUTION AWARDING THE BID TO JD MORRIS CONSTRUCTION CO. INC. FOR THE MOUNTAIN BROOK JUNIOR HIGH DRAINAGE IMPROVEMENTS PROJECT (EXHIBIT 9, APPENDIX 1)

Council President Pro Tempore Pritchard made a motion award the bid to JD Morris Construction Co. Inc. for the Mountain Brook Junior High Drainage Improvements Project. The motion was seconded by Council President Virginia Smith. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia C. Smith
Gerald A. Garner
William S. ("Billy") Pritchard III
Graham L. Smith

Nays: None

Council President Virginia Smith declared that the motion is hereby adopted by a vote of 4—0.

6. CONSIDERATION: ORDINANCE (NO. 2133) APPOINTING THE CITY MANAGER (EXHIBIT 10, APPENDIX 2)

Council President Virginia Smith introduced the ordinance in writing. It was then moved by Council member Garner that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended and that unanimous consent to the immediate consideration of said ordinance be given and that the reading of the ordinance at length be waived. The motion was seconded by Council Member Graham Smith and was unanimously carried, as follows:

Ayes: Virginia C. Smith
William S. ("Billy") Pritchard III
Gerald A. Garner
Graham L. Smith

Nays: None

Minute Book 93

Council President Virginia Smith declared the motion carried by a vote of 4—0.

After said ordinance had been considered in full by the Council, President Pro Tempore Pritchard then moved for the adoption of said ordinance. The motion was seconded by Council President Virginia Smith. Thereupon, Council President Virginia Smith called for vote with the following results:

Ayes: Virginia C. Smith
William S. ("Billy") Pritchard III
Gerald A. Garner
Graham L. Smith

Nays: None

Council President Virginia Smith declared that the ordinance (No. 2133) is hereby adopted by a vote of 4—0 and, as evidence thereof, she signed the same.

**7. CONSIDERATION: ORDINANCE (NO. 2134) APPOINTING THE CITY CLERK
(EXHIBIT 11, APPENDIX 3)**

Council President Virginia Smith introduced the ordinance in writing. It was then moved by Council Member Garner that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended and that unanimous consent to the immediate consideration of said ordinance be given and that the reading of the ordinance at length be waived. The motion was seconded by Council President Pro Tempore and was unanimously carried, as follows:

Ayes: Virginia C. Smith
William S. ("Billy") Pritchard III
Gerald A. Garner
Graham L. Smith

Nays: None

Council President Virginia Smith declared the motion carried by a vote of 4—0.

After said ordinance had been considered in full by the Council President Pro Tempore Pritchard then moved for the adoption of said ordinance. The motion was seconded by Council President Smith. Thereupon, Council President Virginia Smith called for vote with the following results:

Ayes: Virginia C. Smith
William S. ("Billy") Pritchard III
Gerald A. Garner
Graham L. Smith

Nays: None

Council President Virginia Smith declared that the ordinance (No. 2134) is hereby adopted by a vote of 4—0 and, as evidence thereof, she signed the same.

**8. CONSIDERATION: ORDINANCE (NO. 2135) APPOINTING THE CITY TREASURER
(EXHIBIT 12, APPENDIX 4)**

Council President Virginia Smith introduced the ordinance in writing. It was then moved by Council President Pro Tempore Prichard that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended and that unanimous consent to the immediate consideration of said ordinance be given and that the reading of the ordinance at length be waived. The motion was seconded by Council President Virginia Smith and was unanimously carried, as follows:

Ayes: Virginia C. Smith
William S. ("Billy") Pritchard III
Gerald A. Garner

Graham L. Smith

Nays: None

Council President Smith declared the motion carried by a vote of 4—0.

After said ordinance had been considered in full by the Council President Pro Tempore Pritchard then moved for the adoption of said ordinance. The motion was seconded by Council Member Graham Smith. Thereupon, Council President Virginia Smith called for vote with the following results:

Ayes: Virginia C. Smith
William S. ("Billy") Pritchard III
Gerald A. Garner
Graham L. Smith

Nays: None

Council President Virginia Smith declared that the ordinance (No. 2135) is hereby adopted by a vote of 4—0 and, as evidence thereof, she signed the same.

9. CONSIDERATION: ORDINANCE (NO. 2136) APPOINTING THE ASSISTANT CITY TREASURER (EXHIBIT 13, APPENDIX 5)

Council President Virginia Smith introduced the ordinance in writing. It was then moved by Council President Pro Tempore Prichard that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended and that unanimous consent to the immediate consideration of said ordinance be given and that the reading of the ordinance at length be waived. The motion was seconded by Council President Virginia Smith and was unanimously carried, as follows:

Ayes: Virginia C. Smith
William S. ("Billy") Pritchard III
Gerald A. Garner
Graham L. Smith

Nays: None

Council President Virginia Smith declared the motion carried by a vote of 4—0.

After said ordinance had been considered in full by the Council President Pro Tempore Pritchard then moved for the adoption of said ordinance. The motion was seconded by Council President Virginia Smith. Thereupon, Council President Virginia Smith called for vote with the following results:

Ayes: Virginia C. Smith
William S. ("Billy") Pritchard III
Gerald A. Garner
Graham L. Smith

Nays: None

Council President Virginia Smith declared that the ordinance (No. 2136) is hereby adopted by a vote of 4—0 and, as evidence thereof, she signed the same.

10. INAUGURATION OF THE AFOREMENTIONED OFFICERS

Judge Hairston then administered the oaths of office to Sam Gaston, Heather Richards, and Leigh Ann Sisson (Appendix 2, 3, and 5), who then assumed their respective duties as officers of the City of Mountain Brook.

[Editor's note: City Clerk, Heather Richards, administered the oath of office to Treasurer William F. Angell on October 27, 2022, Appendix 4.]

11. CONSIDERATION: RESOLUTION EXECUTING A CONTRACT AGREEMENT WITH THE FRIENDS OF JEMISON PARK WITH RESPECT TO THE JEMISON PARK (IRONDALE FURNACE TRAIL) IMPROVEMENT PROJECT (EXHIBIT 14, APPENDIX 6)

Nimrod Long-Representing the Friends of Jemison Park

- Had great success in raising money
- Goal is to match the City's money 1:1
- The request before the Council is to complete the smaller projects on the Irondale Furnace Trail and Woodland Trail

Shanda Williams-Parks and Recreation Superintendent

- In favor of the two projects

Steward Welch-Mayor

- Thanked Mr. Long and the Friends of Jemison Park for raising money for this project

Council President Pro Tempore Pritchard made a motion to execute the contract agreement with the Friends of Jemison Park with respect to the Jemison Park (Irondale Furnace Trail) Improvement Project. The motion was seconded by Council President Virginia Smith. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia C. Smith
Gerald A. Garner
William S. ("Billy") Pritchard III
Graham L. Smith

Nays: None

Council President Virginia Smith declared that the motion is hereby adopted by a vote of 4—0.

12. CONSIDERATION: RESOLUTION EXECUTING A CONTRACT AGREEMENT WITH THE FRIENDS OF JEMISON PARK WITH RESPECT TO THE JEMISON PARK (WOODLAND TRAIL) IMPROVEMENT PROJECT (EXHIBIT 15, APPENDIX 7)

Council Member Garner made a motion to execute the contract agreement with the Friends of Jemison Park with respect to the Jemison Park (Woodland Trail Trial) Improvement Project. The motion was seconded by Council Member Graham Smith. Thereupon, Council President Virginia Smith called for vote with the following results:

Ayes: Virginia C. Smith
Gerald A. Garner
William S. ("Billy") Pritchard III
Graham L. Smith

Nays: None

Council President Virginia Smith declared that the motion is hereby adopted by a vote of 4—0.

13. ANNOUNCEMENT: THE NEXT MEETING OF THE CITY COUNCIL

Council President Virginia Smith announced that the next meeting of the Mountain Brook City Council will be held on November 14, 2022 at 7:00 p.m.

14. ADJOURNMENT

There being no further matters for discussion Council President Virginia Smith adjourned the Organizational Meeting at approximately 8:19 am.

15. CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the organizational meeting of the City Council of the City of Mountain Brook, Alabama and the regular meeting of the Mountain Brook Emergency Communication (E911) District held at City Hall, Council Chamber (Room A-108) on November 7, 2022, and that the meetings were 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

EXHIBIT 1**MOTION NO. 2022-171**

Council President Pro Tempore Pritchard made a motion to elect Virginia Smith as the Mountain Brook City Council President. The motion was seconded by Council Member Graham Smith. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Virginia C. Smith
 William S. Pritchard III
 Gerald A. Garner
 Lloyd C. Shelton
 Graham L. Smith

Nays: None

Abstained: None

Council President Virginia Smith thereupon declared that said motion (No. 2022-171) was adopted by a vote of 5—0.

EXHIBIT 2**MOTION NO. 2022-172**

Council President Virginia Smith made a motion to elect William Pritchard III as the Mountain Brook City Council President Pro Tempore. The motion was seconded by Council Member Garner. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Virginia C. Smith
 William S. Pritchard III
 Gerald A. Garner
 Lloyd C. Shelton
 Graham L. Smith

Nays: None

Abstained: None

Council President Virginia Smith thereupon declared that said motion (No. 2022-172) was adopted by a vote of 5—0.

EXHIBIT 3

RESOLUTION NO. 2022-173

BE IT RESOLVED by the City Council of the City of Mountain Brook that the City Council hereby adopts the Rules of Order and Procedure as follows:

“DIVISION 2. - RULES OF ORDER AND PROCEDURE
Sec. 2-56. - Meetings.

(a) *Rules of procedure.* Meetings of the city council shall be conducted in accordance with the applicable statutes of the state, as implemented by the rules of procedure contained in this article.

(b) *Time and place of regular meetings; special meetings.* Meetings of the council shall be held at the city hall or such other places within the city limits as the council may determine.

(1) Regular meetings shall be at such times as determined by the council.

(2) Written or oral notice of the time of any special meeting of the council as authorized by Code of Ala. 1975, § 11-43-5 shall, unless such meeting is announced at a regular meeting of council, be given to the city manager and to each councilmember at least 12 hours in advance of the meeting. The failure of any of them to receive such notice shall not invalidate an action taken at such meetings if:

a. Such person is present at the meeting or, either before or after the meeting, waives notice thereof; or

b. Such action is ratified at a subsequent meeting of the council.

The business that may be transacted at a special meeting shall not be limited to the item indicated in the notice. To the extent practicable, notice of a special meeting shall also be given to the mayor and the clerk, but the failure of either or both of them to receive such notice shall not impair the validity and efficacy of the business transacted at the meeting.

(c) *Attendance and participation of mayor, city manager and other city officials; addressing council.*

(1) The mayor and the city manager shall have the privilege of participating in the council's discussions and deliberations, but the right to make motions and to vote is limited to councilmembers.

(2) Persons other than the councilmembers, mayor and city manager shall be allowed to address the council while in session only with the permission of and under the conditions and limitations prescribed by the council president. Any such person shall, when first recognized, state his name, address and, if applicable, the person or group represented; he shall identify himself again by name each subsequent time he is recognized.

(3) Meetings shall be attended by the city clerk, the city attorney and such other officers, agents or employees of the city as the council may from time to time determine.

(d) *Order of business.* The order of business shall be as directed by the council president, however, any councilmember may make additions to the agenda.

(Code 1996, §§ 2-8—2-11; Ord. No. 570, §§ 1—4; Ord. No. 890, § 1, 11-13-1984; Ord. No. 1564, 2-24-2003)

State Law reference— Provisions relative to meetings, Code of Ala. 1975, §§ 11-43-49, 11-43-50; city council authorized to enact rules of procedure, Code of Ala. 1975, § 11-43-52; attendance of the city clerk, Code of Ala. 1975, § 11-43-100.”

EXHIBIT 4

RESOLUTION NO. 2022-174

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

The law firm of Bishop, Colvin, Johnson & Kent is hereby appointed as City Attorney for the City of Mountain Brook, Alabama, to serve at the pleasure of the City Council at a retainer fee of \$15,000 per month. Said fees are to compensate the City Attorney for the regular and customary legal services performed for said City, such as attendance at City Council meetings, advice to the Mayor, Council, and employees, and preparation of ordinances and resolutions; said salary not to operate as compensation for extraordinary or unusual services, such as handling municipal bond issues, public improvements, litigation, and the like for which said attorney shall be paid such additional compensation as may be fixed by the Council.

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the law firm of Starnes, Davis & Florie, LLP is hereby appointed as City Attorney for the City with respect to litigation services to be billed at their standard hourly rates, to serve at the pleasure of the City Council.

EXHIBIT 5
MOTION NO. 2022-175

Council President Pro Tempore Pritchard made a motion as follows: Board, Committee, and Liaison Assignments effective November 7, 2022:

2022-175	Appoint Council representatives as follows:	
Motion	Planning Commission (voting member)	- Philip E. Black (council representative)
	Board of Zoning Adjustment (liaison)	- Virginia C. Smith
	Parks and Recreation Board (liaison)	- Gerald A. Garner
	Emmet O'Neal Library Board (liaison)	- Lloyd C. Shelton
	Board of Education (liaison)	- William S. Pritchard III
	Finance Committee (voting member)	- Lloyd C. Shelton/Stewart Welch III
	Villages Design Review Committee (liaison)	- Graham L. Smith
	Editorial Board	- William Pritchard/Virginia Smith
	Board of Landscape Design (liaison)	- Virginia C. Smith
	Chamber of Commerce (liaison)	- Graham L. Smith
	Parking Committee	- All Council Members
	Municipal judges	- Stewart H. Welch III
	Public safety departments	- Stewart H. Welch III
	All In Committee (voting member)	- William S. Pritchard III

The motion was seconded by Council member Graham Smith.

There being no further discussion or comments or questions from the audience, Council President Virginia Smith called for a vote with the following results:

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

Nays: None

Council President Virginia Smith thereupon declared that said motion (No. 2022-175) is adopted by a vote of 5–0.

EXHIBIT 6

RESOLUTION NO. 2022-176

BE IT RESOLVED by the City Council of the City of Mountain Brook that the City Council hereby appoints the five (5) members of the Mountain Brook City Council to serve as the Board of Commissioners of the Mountain Brook Emergency Communications District of the City.

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook that the City Council hereby appoints the Council President to serve as the Chairman of the Board of Commissioners of said District.

EXHIBIT 7

RESOLUTION NO. 2022-177

BE IT RESOLVED by the City Council of the City of Mountain Brook that the City Council hereby reaffirms the prior removal (Resolution No. 2020-189) of all elected officials of the City of Mountain Brook from the covered employee classification with respect to the City's Local Government Health Insurance Plan (LGHIP) (Re: LGHIPN19).

EXHIBIT 8

RESOLUTION 2022-178

BE IT RESOLVED by the Board of Commissioners of the Mountain Brook Emergency Communication District ("District"), that the following is the adopted budget for the District for the fiscal year beginning October 1, 2022, and ending September 30, 2023 (as adopted by the City Council of the City of Mountain Brook upon its adoption of Ordinance No. 2130 on September 26, 2022):

Ledger No.	Account Description	9/30/2023 Budget	9/30/2022 Budget
	Fines & Forfeitures (Act 03-289)	\$ (1,600)	\$ (1,600)
531-3305-4500			
531-3404-4050-3401	E-911 Surcharge (Mobile)	(381,500)	(388,300)
531-3407-4400	Other Investment Earnings	(25)	(25)
531-3408-4810	Transfers General Fund	<u>(232,775)</u>	<u>(900,000)</u>
	E911 Revenue	(615,900)	(1,289,925)
531-1100-6407	Insurance and Bonding	1,250	1,250
531-1213-6307	Bank Fees	400	400
531-3510-6210	Development-Training	9,000	25,000
531-3510-6300	Supplies/Exp-General	2,000	4,500
531-3510-6464	Service Contr-Comm Equip	3,900	709,912
531-3510-6610	Utilities-Telephone	48,100	48,100
531-3510-6870	Contract Services	551,250	0.00
531-3516-6910	Transfers-City General Fund	0	487,000
531-3516-6941	Transfers-Capital Projects Fnd	0	0.00

–	531-3590-6941	Transfers-Capital Projects Fnd	0	32,000
			<u>615,900</u>	<u>1,308,162</u>
		E911 Expenses		
		Excess of (Revenue) Over Expenditures	0	18,237
		(Fund Balance), Beginning of Year	<u>373,341</u>	<u>355,104</u>
		(Fund Balance), End of Year	<u>\$ 373,341</u>	<u>\$ 373,341</u>

BE IT FURTHER RESOLVED by the Board of Commissioners of the Mountain Brook Emergency Communications District that the District Administrator is hereby authorized and directed, for and on behalf of the District, to disburse funds for the payment of budgeted expenditures including and not limited to salaries and benefits, payroll taxes, service and other contracts, debt service, utilities, supplies and such other obligations incurred by the District in the normal course of public safety operations.

EXHIBIT 9

RESOLUTION NO. 2022-179

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby awards the bid for the Mountain Brook Junior High Drainage Improvements (B-20220926-823) to JD Morris Construction Co. Inc., having submitted the lowest bid and;

BE IT FURHTER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council here by authorizes the execution of a construction contract, in the form as attached hereto as Exhibit A, with respect to said project.

APPENDIX 1

EXHIBIT 10

ORDINANCE NO. 2133

**ORDINANCE APPOINTING THE
CITY MANAGER OF THE CITY OF MOUNTAIN BROOK**

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

1. Sam Gaston is hereby appointed and employed as City Manager of the City of Mountain Brook, Alabama, to serve at the pleasure of the Council or until his successor be duly appointed.
2. His duties shall be as now or hereafter fixed by the laws of the State of Alabama and by the ordinances of the City of Mountain Brook, Alabama, and such other duties as may be delegated to him from time to time by the Council.
3. He shall give bond with sureties in the penal sum of \$20,000.00, the premiums for which shall be paid by, and be the expense of the City, the same to be conditioned as provided in Section 11-43-21(c), Code of Alabama, 1975.

APPENDIX 2

Minute Book 93

EXHIBIT 11**ORDINANCE NO. 2134****ORDINANCE APPOINTING THE
CITY CLERK OF THE CITY OF MOUNTAIN BROOK**

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

1. Heather Richards is hereby appointed as City Clerk of the City of Mountain Brook, Alabama, to serve at the pleasure of the Council or until her successor be duly appointed.
2. Her duties as such City Clerk shall be as now or hereafter fixed by the laws of the State of Alabama and by the ordinances of the City of Mountain Brook, Alabama, and such other duties as may be delegated to her from time to time by the Council.
3. Her duties as City Clerk shall be in addition to those incident to the position in the classified civil service in which she is or may hereafter be employed; and her compensation, both for such civil service position and as City Clerk, shall be that established for the civil service position under the schedules of the Personnel Board of Jefferson County as implemented by the City Council from time to time for classified employees of the City.
4. She shall give bond with sureties in the penal sum of \$20,000.00, the premiums for which shall be paid by, and be the expense of, the City. The bond shall be subject to approval by the Mayor.

APPENDIX 3

EXHIBIT 12**ORDINANCE NO. 2135****ORDINANCE APPOINTING THE
CITY TREASURER OF THE CITY OF MOUNTAIN BROOK**

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

1. William F. Angell is hereby appointed as City Treasurer of the City of Mountain Brook, to serve without compensation and at the pleasure of the Council or until his successor be duly appointed.
2. He shall give bond with sureties in the penal sum of \$5,000.00, the premium for which shall be paid by, and be the expense of the City. The bond shall be subject to approval by the Mayor.

APPENDIX 4

EXHIBIT 13**ORDINANCE NO. 2136****ORDINANCE APPOINTING THE
ASSISTANT CITY TREASURER OF THE CITY OF MOUNTAIN BROOK**

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

1. Leigh Ann Sisson is hereby appointed as Assistant City Treasurer of the City of Mountain Brook, Alabama, to serve without compensation at the pleasure of the Council or until her successor be duly appointed.

2. The Assistant Treasurer shall furnish a surety company bond in an amount approved by the City Council for the faithful performance of her duties in the safe custody of the funds of the City. Such bond shall be signed by good and sufficient sureties to be approved by the Mayor. The premium for such bond shall be paid by the City from its General Fund.

APPENDIX 5

EXHIBIT 14

RESOLUTION NO. 2022-180

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 contract agreement, in the form as attached hereto as Exhibit A, between the City and The Friends of Jemison Park with respect to the Jemison Park (Irontdale Furnace Trail) Improvement Project.

APPENDIX 6

EXHIBIT 15

RESOLUTION NO. 2022-181

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 contract agreement, in the form as attached hereto as Exhibit A, between the City and The Friends of Jemison Park with respect to the Jemison Park (Woodland Trail) Improvement Project.

APPENDIX 7

APPENDIX 8



232

Heather Richards <richardsh@mtbrook.org>

Minute Book 93

Thank you,

FW: Mtn Brook Junior High - Bid Tabulation and Recommendation of Award to JD Morris

1 message

Sam Gaston <sgastons@mtbrook.org>
To: Heather Richards <richardsh@mtbrook.org>
Cc: forbes@mtbrook.org

Wed, Nov 2, 2022 at 10:11 AM

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

Taylor Schoel, P.E.

Principal

Direct: 205.313.1149



CONNECT WITH US

MBJH Drainage Improvement Project Award Recommendation and Bid Tabulation.pdf
2361K



From: Taylor Schoel [mailto:t.schoel@schoel.com]
Sent: Tuesday, November 01, 2022 10:44 AM
To: Sam Gaston; Ronald Vaughn
Cc: Walter Schoel III; Mark Simpson; Jess Sirkin; Culwell, Mike; PREWITT, THOMAS (TOMMY)
Subject: Mtn Brook Junior High - Bid Tabulation and Recommendation of Award to JD Morris

Sam and Ronnie,

A document that includes the bid tabulation and a recommendation to award to the apparent low bidder, JD Morris Construction Co, is attached.

Let me know when we need to be ready to discuss with Council. The sooner we can issue a notice to proceed or a "limited notice to proceed" so that the storm structures submittals can be prepared, the better so they can stay on

https://mail.google.com/mail/u/0/?ik=80e4775052&view=pt&search=all&permthid=thread-F63A1748397687990481352&siml=msg-F63A1748397687... 1/2

https://mail.google.com/mail/u/0/?ik=80e4775052&view=pt&search=all&permthid=thread-F63A1748397687990481352&siml=msg-F63A1748397687... 2/2



November 1, 2022

City of Mountain Brook
56 Church Steet
Mountain Brook, AL 35213-3700

Attn: Mr. Sam Gaston

Project Reference: Mountain Brook Junior High Drainage Improvements
Bid No. B-20220926-823
Bid Date: October 27, 2022
Recommendation to Award

Mr. Gaston:

We are in receipt of the bids for the Mountain Brook Junior High Drainage Improvements. The bids were prepared based on construction plans and technical specifications prepared by Schoel. In total, three responsive bids were received.

The apparent low bidder is JD Morris Construction Co. Inc., as shown in the table below.

Contractor	Total Base Bid	Deductive Alternate
JD Morris Construction Co Inc.	\$ 3,222,750	\$ 85,000
T.E. Stevens	\$ 3,665,000	\$ 235,000
Clery Construction	\$ 3,492,300	\$ 25,000

The Deductive Alternate as noted in the table above, indicates the price to perform the portion of work referred to as "Alternate 1" in the Bid Documents, which the City may elect to remove from the Total Base Bid. The scope of the work for the Deductive Alternate includes modifications to the open channel north of Overbrook Rd as shown on Sheet 12 of the construction plans. If the City chooses to remove the Deductive Alternate from the Total Base Bid, JD Morris Construction Co. Inc., will remain the apparent low bidder per the table above.

The submitted information appears to be in accordance with the bid requirements and the contractor has the required experience and qualifications, as stipulated in the bid documents.

Based on this, and in consideration of the conditions submitted and discussed herein, Schoel recommends award to JD Morris Construction Co. Inc.

SCHOEL ENGINEERING CO., INC.

Taylor Schoel, PE
Principal

Cc: Mr. Ronald Vaughn, Public Works Director

Attachment: Bid Opening Sign-in Sheet
Bid Tabulation
Bid Proposal Forms:
JD Morris Construction Co. Inc.
T.E. Stevens
Clery Construction

APPENDIX 1

Name	Company/Organization	Phone Number
Taylor Schoel	Schoel	205-313-1149
Clery Construction	J.E. Strong Company, Inc.	205-983-0600
Robbie Burt	J.D. Morris Construction	205-288-1567
Jess Sirkin	Clery Construction	205-983-6221
T.E. Stevens	Resident on Overbrook Rd	205-983-0601
Jess Sirkin	Schoel	205-313-1149
Mr. Ronald Vaughn	Disturbed & Ground	858-419-9997
Tommy Prewitt	MBROS	(205) 871-4408

EXHIBIT A - CONTRACTOR BID RESPONSE FORM*

Below is the firm bid of the undersigned to perform the Mountain Brook Junior High Drainage Improvement Project at the price indicated below. The undersigned submits this Form in response to the City's Invitation for Bids for this Project. The City may use the address and contact information below for its communications with the undersigned bidder. By submitting a bid, the undersigned acknowledges that it has read and understands the Contract Documents that apply to the Project and conditions for the award of the contemplated Contract and, except as may be listed in any exception sheet, submits its bid and agrees to perform the Work in accordance with the requirements in the Contract Documents.

OPERATIONS/ESTIMATED QUANTITIES/ UNIT PRICES
BASE BID

ITEM NO. *	A. DESCRIPTION	B. UNIT	C. ESTIMATED QUANTITY *	D. PRICE BID PER UNIT *	E. TOTAL PRICE BID PER ITEM (COL. C X COL. D)
1	DRAINAGE IMPROVEMENTS	LUMP SUM	1	\$ 2,946,000	\$ 2,946,000
2	ROCK EXCAVATION	CUBIC YARD	650	\$ 195.00	\$ 126,750.00
3	OWNER CONTINGENCY	LUMP SUM	1	\$ 150,000.00	\$ 150,000.00

TOTAL AMOUNT BASE BID: \$ 3,222,750

DEDUCTIVE ALTERNATE

ITEM NO. *	A. DESCRIPTION	B. UNIT	C. ESTIMATED QUANTITY *	D. PRICE BID PER UNIT *	E. TOTAL PRICE BID PER ITEM (COL. C X COL. D)
ALT 1	OVERBROOK RD CHANNEL IMPROVEMENTS	LUMP SUM	1	\$ 85,000	\$ 85,000

Note - Deductive Alternative Bid includes all work included in "Deductive Alternative" as depicted on Sheet 12 in the construction plans. The City may elect to remove this portion of work from the base bid.

INCLUDES ADDENDUMS 1, 2, & 3

APPENDIX 1

19

Owner: City of Mountain Brook, Alabama Mountain Brook Junior High Drainage Improvements 10200 B.R. 10200 B.R. City Hall, 56 Church Street, Mountain Brook, AL 35213	AL DG License No. 16607	License No. on Envelope (Year/No) 22399	Bid Bond Attached YES	Total Amount Base Bid 3,442,300	Deductive Alternates 75,000
Bidder: J.E. STEWART'S J.D. MORRIS CIRCI	No. 22399	Year/No 46574	YES	3,222,750	85,000

J.D. MORRIS CONSTRUCTION CO., LLC
Name of Firm or Company Submitting Bid
5145 MYRON CLARK ROAD
Sinks Address
McCallie AL 35111
City State Zip
Signature of Bidder Representative
Ron Reed
Printed Name Representative Executing for Bidder
Title

10/27/2022
Date of Bid
63-1091099
Tax Id # of Bidder
www.jdmorrisconstruction.com
Web Site of Bidder
205-475-5645
Office Ph. # Bidder
205-288-1547
Cell Ph. # Bidder Contact
vreed@jdmorris.com
Email Address Bidder Rep.

This Bid Response must be notarized.

Sworn to and subscribed before me on this 27th day of October 2022.
April Waller
Notary Public
5/10/24
Commission Expiration Date

- * Notes:
- Please state any Exceptions to the Specifications or other requirements in the Contract Document on a separate sheet and attach that sheet to your Bid Response.
 - Bidders must complete, sign, notarize and return the Bidder Affidavit and Warranty below with their Responses.
 - Items 1, 2, and 3 of the Base Bid and Item ALT 1 of the Deductive Alternate operations are detailed on EXHIBIT E and on EXHIBIT F.
 - The Estimated Quantity of Item 2, Cubic Yards of Trench Rock Excavation, is the City's good faith estimate of the scope of the Item 2 operations. The Estimated Quantity is provided solely for the purpose of evaluating the respective bids that are submitted and awarding the Contract. The City does not guarantee that the Contractor will remove the Estimated Quantity, or that it will receive any minimum compensation for its Work on Item 2.

VI. EXHIBITS

EXHIBIT A - CONTRACTOR BID RESPONSE FORM*

Below is the firm bid of the undersigned to perform the Mountain Brook Junior High Drainage Improvement Project at the price indicated below. The undersigned submits this Form in response to the City's Invitation for Bids for this Project. The City may use the address and contact information below for its communications with the undersigned bidder. By submitting a bid, the undersigned acknowledges that it has read and understands the Contract Documents that apply to the Project and conditions for the award of the contemplated Contract and, except as may be listed in any exception sheet, submits its bid and agrees to perform the Work in accordance with the requirements in the Contract Documents.

OPERATIONS/ESTIMATED QUANTITIES/ UNIT PRICES
BASE BID

ITEM NO. *	A. DESCRIPTION	B. UNIT	C. ESTIMATED QUANTITY *	D. PRICE BID PER UNIT *	E. TOTAL PRICE BID PER ITEM (COL. C X COL. D)
1	DRAINAGE IMPROVEMENTS	LUMP SUM	1	\$ 3,287,500.00	\$ 3,287,500.00
2	ROCK EXCAVATION	CUBIC YARD	650	\$ 350.00	\$ 227,500.00
3	OWNER CONTINGENCY	LUMP SUM	1	\$ 150,000.00	\$ 150,000.00

TOTAL AMOUNT BASE BID: \$ 3,665,000.00

DEDUCTIVE ALTERNATE

ITEM NO. *	A. DESCRIPTION	B. UNIT	C. ESTIMATED QUANTITY *	D. PRICE BID PER UNIT *	E. TOTAL PRICE BID PER ITEM (COL. C X COL. D)
ALT 1	OVERBROOK RD CHANNEL IMPROVEMENTS	LUMP SUM	1	\$ 235,000.00	\$ 235,000.00

Note - Deductive Alternative Bid includes all work included in "Deductive Alternative" as depicted on Sheet 12 in the construction plans. The City may elect to remove this portion of work from the base bid.

T.E. Stevens Company, Inc
 Name of Firm or Company Submitting Bid
2511 Ruffner Road
 Street Address
 Irondale, AL 35210
 City State Zip
 Signature of Bidder Representative
Tom E. Stevens
 Printed Name Representative Executing for Bidder
 President
 Title

10/27/2022
 Date of Bid
63,095,629.1
 Tax Id # of Bidder
https://tstevens.com/
 Web Site of Bidder
205-252-1800
 Office Ph. # Bidder
205-220-3331
 Cell Ph. # Bidder Contact
tstevens@tstevens.com
 Email Address Bidder Rep.

Below is the firm bid of the undersigned to perform the Mountain Brook Junior High Drainage Improvement Project at the price indicated below. The undersigned submits this Form in response to the City's Invitation for Bids for this Project. The City may use the address and contact information below for its communications with the undersigned bidder. By submitting a bid, the undersigned acknowledges that it has read and understands the Contract Documents that apply to the Project and conditions for the award of the contemplated Contract and, except as may be listed in any exception sheet, submits its bid and agrees to perform the Work in accordance with the requirements in the Contract Documents.

OPERATIONS/ESTIMATED QUANTITIES/ UNIT PRICES
BASE BID

ITEM NO. *	A. DESCRIPTION	B. UNIT	C. ESTIMATED QUANTITY *	D. PRICE BID PER UNIT *	E. TOTAL PRICE BID PER ITEM (COL. C X COL. D)
1	DRAINAGE IMPROVEMENTS	LUMP SUM	1	\$ 3,341,000.00	\$ 3,341,000.00
2	ROCK EXCAVATION	CUBIC YARD	650	\$ 2.00	\$ 1,300.00
3	OWNER CONTINGENCY	LUMP SUM	1	\$ 150,000.00	\$ 150,000.00

TOTAL AMOUNT BASE BID: \$ 3,492,300.00

DEDUCTIVE ALTERNATE

ITEM NO. *	A. DESCRIPTION	B. UNIT	C. ESTIMATED QUANTITY *	D. PRICE BID PER UNIT *	E. TOTAL PRICE BID PER ITEM (COL. C X COL. D)
ALT 1	OVERBROOK RD CHANNEL IMPROVEMENTS	LUMP SUM	1	\$ 25,000.00	\$ 25,000.00

Note - Deductive Alternative Bid includes all work included in "Deductive Alternative" as depicted on Sheet 12 in the construction plans. The City may elect to remove this portion of work from the base bid.

APPENDIX I

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This Bid Response must be notarized.

Sworn to and subscribed before me on this 28th day of October, 2022.

J.P. Williams Notary Public
 SEAL
 Commission Expiration Date 1/16/2026

- * Notes:
 1. Please state any Exceptions to the Specifications or other requirements in the Contract Document on a separate sheet and attach that sheet to your Bid Response.
 2. Bidders must complete, sign, notarize and return the Bidder Affidavit and Warranty below with their Responses.
 3. Items 1, 2, and 3 of the Base Bid and Item ALT 1 of the Deductive Alternate operations are detailed on EXHIBIT E and on EXHIBIT F.
 5. The Estimated Quantity of Item 2, Cubic Yards of Trench Rock Excavation, is the City's good faith estimate of the scope of the Item 2 operations. The Estimated Quantity is provided solely for the purpose of evaluating the respective bids that are submitted and awarding the Contract. The City does not guarantee that the Contractor will remove the Estimated Quantity, or that it will receive any minimum compensation for its Work on Item 2.

City Project No. B-20220926-823

CONSTRUCTION CONTRACT

This CONSTRUCTION CONTRACT is entered into this _____ day of _____, 20____ between the

OWNER(s),

Entity Name(s): **CITY OF MOUNTAIN BROOK, ALABAMA**
 Address(es): **56 Church Street
 Mountain Brook, AL 35213**
 Email(s) & Phone #(s): **City Manager: Sam Gaston - gastons@mtnbrook.org
 205-802-3803**

and the CONTRACTOR,

Company Name: _____
 Address: _____
 Email & Phone #: _____

for the WORK of the Project (identified as PROJECT):

Mountain Brook Junior High Drainage Improvements

The CONTRACT DOCUMENTS for the PROJECT are as follows (below list any Supplementary Conditions, Specifications of the Work, Drawings or other Documents that are incorporated into this CONTRACT):

1. This CONSTRUCTION CONTRACT
2. The GENERAL CONDITIONS OF THE CONTRACT
3. PERFORMANCE BOND
4. LABOR & MATERIALS BOND
5. SUPPLEMENTARY OR TECHNICAL SPECIFICATIONS
6. DRAWINGS & PLANS

and have been amended by the following ADDENDA (if applicable):

CLARY CONSTRUCTION INC.
 Name of Firm or Company Submitting Bid
2004 EDMONSTON TOWN
 Street Address
TOMPKINSVILLE KY 42167
 City State Zip
 Signature of Bidder Representative
DREW CLARY
 Printed Name Representative Executing for Bidder
 PRESIDENT
 Title

OCTOBER 27 2022
 Date of Bid
61-1279574
 Tax Id # of Bidder
BUNN-CLEGG-CONTRACT.COM
 Web Site of Bidder
(270) 452-1787
 Office Ph. # Bidder
(270) 417-6116
 Cell Ph. # Bidder Contact
sci@bunn-clegg.com
 Email Address Bidder Rep.

This Bid Response must be notarized.

Sworn to and subscribed before me on this 27th day of October, 2022.

Mary Jo Spallek Notary Public
 SEAL
 Commission Expiration Date 4/6/2026
 KYNP 47489

- * Notes:
 1. Please state any Exceptions to the Specifications or other requirements in the Contract Document on a separate sheet and attach that sheet to your Bid Response.
 2. Bidders must complete, sign, notarize and return the Bidder Affidavit and Warranty below with their Responses.
 3. Items 1, 2, and 3 of the Base Bid and Item ALT 1 of the Deductive Alternate operations are detailed on EXHIBIT E and on EXHIBIT F.
 5. The Estimated Quantity of Item 2, Cubic Yards of Trench Rock Excavation, is the City's good faith estimate of the scope of the Item 2 operations. The Estimated Quantity is provided solely for the purpose of evaluating the respective bids that are submitted and awarding the Contract. The City does not guarantee that the Contractor will remove the Estimated Quantity, or that it will receive any minimum compensation for its Work on Item 2.

Addendum Acknowledged : 1-10/20/22
 Addendum Acknowledged 2-10/25/22
 Addendum Acknowledged 3-10/26/22

OWNER AND CONTRACTOR AGREE AS FOLLOWS: The Contract Documents, as defined in the General Conditions of the Contract are incorporated herein by reference. The Contractor shall perform the Work in accordance with the Contract Documents. The Owner will pay the Contract Sum (subject to any additions or deductions for change orders, Liquidated Damages, or other adjustments as provided in the Contract Documents), and Contractor will accept that amount as full compensation for its performance of the Work.

If applicable, the ARCHITECT (or ENGINEER) providing Professional Services for the PROJECT is _____

Firm Name: Schoel Engineering
Contact at Firm: Mr. Taylor Schoel
Address of Firm: 1001 22nd Street South, Birmingham, AL 35205
Contact's Email & Phone #: tschoel@schoel.com, (205) 313-1149

The CONTRACT SUM is _____ Dollars (\$ _____). Unless otherwise indicated, this CONTRACT SUM is the amount of the Contractor's Total Bid for the Work, and, if applicable, the following Bid Alternate Prices: _____

The CONTRACT TIME is 235 calendar days. The Work shall commence on a date to be specified in a Notice to Proceed issued by the Owner, and Contractor then shall substantially complete the Work within the Contract Time.

PROJECT REPRESENTATIVES. The respective PROJECT REPRESENTATIVES of the parties to this CONSTRUCTION CONTRACT are as follows:

Owner Representative

Name: _____
Title: _____
Email & Phone #: _____

Contractor Representative:

Name: _____
Title: _____
Email & Phone #: _____

LIQUIDATED DAMAGES. If Contractor does not substantially complete the Work on the PROJECT by the stated Time, the LIQUIDATED DAMAGES for which the Contractor and its Surety (if any) shall be liable and may be required to pay the Owner in accordance with the Contract Documents shall be the dollar amount stipulated in the following space:

Five Hundred Dollars (\$500) per calendar day.

SPECIAL PROVISIONS

Phasing schedule as outlined in the construction documents

STATE GENERAL CONTRACTOR'S LICENSE: The Contractor hereby certifies that it is currently licensed by the Alabama State Licensing Board for General Contractors and that the certificate for such license bears the following:

License No(s): _____

Classification(s): _____

Bid Limit: _____

(Counterpart Signature Page Follows)

APPENDIX 1

WHEREAS, the undersigned, duly authorized representatives of the respective parties enter this CONSTRUCTION CONTRACT on behalf of their organization.

OWNER - CITY OF MOUNTAIN BROOK, ALABAMA

By: [Signature]
Printed Name: Stewart Welch
Its: Mayor
Date: 11-7-2022

CONTRACTOR

By: _____
Printed Name: _____
Its: _____
Date: _____

OATH OF OFFICE (ORDINANCE NO. 2133)

STATE OF ALABAMA

JEFFERSON COUNTY

CITY OF MOUNTAIN BROOK

I, Sam S. Gaston, solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Alabama, so long as I continue a citizen thereof; and that I will faithfully and honestly discharge the duties of the office upon which I am about to enter, to the best of my ability, so help me God.



Sam S. Gaston

APPENDIX 2

Sworn to and subscribed before me this 7th day of November, 2022.



K. C. Hairston, Judge
Municipal Court of Mountain Brook

OATH OF OFFICE (ORDINANCE NO. 2133)

STATE OF ALABAMA

JEFFERSON COUNTY

CITY OF MOUNTAIN BROOK

I, Heather Richards, solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Alabama, so long as I continue a citizen thereof; and that I will faithfully and honestly discharge the duties of the office upon which I am about to enter, to the best of my ability, so help me God.


Heather Richards

APPENDIX 3

Sworn to and subscribed before me this 7th day of November, 2022.


K. C. Hairston, Judge
Municipal Court of Mountain Brook

OATH OF OFFICE (ORDINANCE NO. 2133)

STATE OF ALABAMA

JEFFERSON COUNTY

CITY OF MOUNTAIN BROOK

I, William F. Angell, solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Alabama, so long as I continue a citizen thereof; and that I will faithfully and honestly discharge the duties of the office of Treasurer, the term of office to commence on November 7th 2022, to the best of my ability, so help me God.

William F. Angell

APPENDIX 4

Sworn to and subscribed before me this 27th day of October, 2022.

Heather Richards, City Clerk
City of Mountain Brook

OATH OF OFFICE (ORDINANCE NO. 2133)

STATE OF ALABAMA

JEFFERSON COUNTY


CITY OF MOUNTAIN BROOK

I, Leigh Ann Sisson solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Alabama, so long as I continue a citizen thereof; and that I will faithfully and honestly discharge the duties of the office upon which I am about to enter, to the best of my ability, so help me God.


Leigh Ann Sisson

APPENDIX 5

Sworn to and subscribed before me this 7th day of November, 2022.


K. C. Hairston, Judge
Municipal Court of Mountain Brook

IRONDALE FURNACE TRAIL IMPROVEMENT PROJECT CONTRACT

This Jemison Park Improvement Project Contract (the "Contract") is made by and between The Friends of Jemison Park ("Friends") and the City of Mountain Brook, Alabama (the "City"), effective as of the date last signed below by a party (the "Effective Date").

WHEREAS, the Friends of Jemison Park is a non-profit organization formed and dedicated to support Robert Jemison Jr. Park ("Park"), a preserved area located in the City that provides a mature treescape, a buffer to Shades Creek, a "gateway" into the City and recreational opportunities through the use of its sidewalks and trails; and

WHEREAS, as a supplement to their primary mission, Friends also supports similar passive recreational areas in Mountain Brook including the Irondale Furnace Trail in the Cherokee Bend area; and

WHEREAS, the Irondale Furnace Trail is in need of improvement and Friends has obtained donations to undertake those improvements; and

WHEREAS, Friends has requested permission to undertake repairs to the Irondale Furnace Trail as set forth on and in Exhibits A and B to this agreement (the "Project"); and

WHEREAS, the City has determined that it is in the public interest to permit Friends to proceed with the Project and to enter into this contract with Friends to set forth the terms, conditions and expectations attendant to such appropriation.

NOW, THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the Friends and City agree as follows:

1. Services. Friends shall complete or have completed on its behalf the work in accordance with the Scope of Work and the Project Plans and specifications set forth in and in accordance with the terms, conditions, plans and specifications in Exhibits A and B (the "Services").

2. Compensation. No compensation shall be due to Friends by the City and the Project will be solely funded by Friends.

3. Term. The term shall begin when this Contract is executed by the City and will extend for one-hundred eighty (180) days (the "Term") during which time the Services must be completed, unless said term is extended by the City upon good cause shown by Friends. Notwithstanding any other provision herein, the Contract may be terminated before the expiration of its Term on the occurrence of any of the following:

- (a) Termination for Cause by City. If Friends fails to perform any material obligation in the Specifications or this Contract (a "Default"), the City may terminate the Contract for cause on seven (7) days' advance written notice to Friends; provided, however, that the Friends shall have a reasonable opportunity to cure or correct any deficiency in performance that is the basis of the proposed termination for cause. This termination remedy is in addition to any other remedy or right provided to the City in the Contract or that may be available by law;

1

Auto liability \$1,000,000

Friends shall provide the Contractor's Certificate of Insurance showing such coverages and that the City is named as an additional insured prior to the inception of work.

7. Representations of Friends. As further inducement to enter this Contract, Friends represents and warrants each of the following to the City:

- (a) that it will have the Services performed in a good and workmanlike manner; and
(b) that all actions required to be taken by it or on its behalf to execute the Contract, and to perform its obligations and agreements hereunder, have been duly taken.

8. Subcontracting. Friends and City acknowledge and understand that the Services will be performed by a Contractor selected by Friends and City gives its consent for Friends to enter into a subcontractor agreement for the work. Friends agrees to procure and provide to City waivers as to all materialmen, subcontractor or other liens related to the Project and to be solely responsible for satisfaction of same.

9. Miscellaneous Provisions.

(a) During the Term of this Contract, Friends agrees to comply (and require its subcontractors to comply) with all regulations and laws concerning the performance of its Services or work, including, but not limited to, laws concerning the safety, inspection, maintenance, and operation of its equipment and employment laws concerning its workers.

(b) Friends is an independent contractor of the City. This Contract does not create any partnership, joint venture or principal-agent relationship between the Friends and the City.

(c) Friends may not assign this Contract, or any of its rights, obligations or the benefits hereunder, to any other party without prior written approval of the City, which approval may be withheld for any reason.

(d) The Contract is made only for the benefit of the City and the Friends. It is not intended, nor shall it be construed, to grant or bestow any benefit, right or privilege to any third party.

(e) This Contract comprises the entire agreement between the parties. These terms herein supersede all prior negotiations, representations or agreements, either written or oral, concerning the subjects herein, and any such prior understandings concerning those matters are of no effect and are merged into this Contract.

(f) This Contract may be amended or modified only by written instrument signed by both parties.

(g) This Contract may be executed in counterparts each of which when executed by the parties shall be deemed to be a complete original. Copies of this Contract showing the signatures of the respective parties, whether produced by photographic, digital, computer, or other reproduction, may be used for all purposes as originals, and shall have the same legal force and effect as an original document.

(h) If any provision of this Contract is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of it shall remain in full force and effect.

3

(b) Termination for Cause by Friends. If the City does not perform a material obligation in this Contract, the Friends may terminate the Contract for cause on thirty (30) days' advance written notice to the City; provided that the City shall have a reasonable opportunity to cure or correct any deficiency in performance that is the basis of the proposed termination for cause; and

4. Contract Representatives. Each party shall appoint a representative(s) who shall coordinate with the other party on matters pertinent to the performance of the Services and the administration of this Contract (the "Contract Representative(s)").

The City's Contract Representative is:

Sam Gaston
City Manager
56 Church Street
Mountain Brook, Alabama 35213
Tel No: (205) 802-3803

Friends's Contract Representative is:

Katherine Shepard
President, Friends of Jemison Park
P.O. Box 530813
Mountain Brook, Alabama 35253
Tel No.: (205) 215-8621

The Contract Representatives designated above shall have the authority to act on behalf of its respective parties to transmit instructions, receive information and administer the Contract consistent with its terms and conditions. Either party may designate a Contract Representative other than the person named above upon provision of written notice to the other.

4. Notices. Any notice required hereunder shall be sufficiently given when given in writing and sent to the appropriate Contract Representatives 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 that party.

5. Dispute Resolution. The Contract Representatives of the parties will use their good faith efforts to resolve any dispute or claim between them arising from the performance or failure to perform their respective obligations under this Agreement (a "Dispute"). In the event that those Representatives are unable to amicably resolve a Dispute, either party may request that the Dispute be mediated.

6. Insurance Requirements.

Friends shall require the Contractor hired to perform the Services to procure and maintain policies of insurance with the following requirements and shall have City named as additional insured on all such policies:

Table with 2 columns: Insurance, Amount. Rows include Workers' compensation (statutory) and General liability (\$1,000,000).

2

(i) The meaning, legal effect, and enforcement of terms and provisions of the Contract 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.

(j) Friends represents and warrants that (a) it does not knowingly employ, hire for employment, or continue to employ an "unauthorized alien," as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 (H. B. 56), as amended from time to time (the "Act") and that, during the performance of the services and Project, it shall participate in the E-Verify program if it is so required under the terms of the Act; (b) it will comply with all applicable provisions of the Act with respect to its consultants and subcontractors by entering into an agreement with or by obtaining an affidavit from them providing that they are in compliance with the Act with respect to their participation in the E-verify program; and (c) it shall not hire, retain or contract with any consultant or subcontractor that it knows is not in compliance with the Act. Friends further agrees and warrants that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, in its hiring and employment practices, and that if it receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the City and shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If Friends violates any term of this paragraph, this Agreement will be subject to immediate termination by City. To the fullest extent permitted by law, Friends shall defend, indemnify and hold harmless City from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to City's failure to fulfill its obligations contained in this provision.

(k) Upon reasonable advance notice from the City, Friends, at its expense, agrees to produce records maintained by it with respect to the Services performed by it under this Contract and otherwise participate in an audit designed by the City to evaluate whether the Friends is properly completing, accounting and performing the Services and transactions that are contemplated hereunder. To facilitate any such audit, the Friends agrees that, for a period of no less than (2) years following the performance of Services or the expiration (or earlier termination) of this Contract, it will maintain its reports, logs and records concerning its performance of Services or work, and the accounting, billing or other financial records that the Friends generates regarding same.

In Witness Whereof, the undersigned, duly authorized representatives of the parties have executed this Contract on behalf of their respective organization.

[Remainder of page left blank intentionally - Signature page to follow]

4

APPENDIX G

ATTEST

By: _____ By: _____
Its: _____ Its: _____
Date: _____

ATTEST
By: Shirley D. Parker City Clerk
Its: City Clerk
Date: 11-7-2022

CITY OF MOUNTAIN BROOK, ALABAMA
By: [Signature]
Its: Mayor
Date: 11-7-2022

SCOPE OF WORK/PROJECT DESCRIPTION

IRONDALE FURNACE TRAIL IMPROVEMENTS

Perez Landscaping will install 12 drainage pipes under the Irondale Trail in general locations specified on Exhibit B. Three of the pipes will be 24" diameter and nine of the pipes will be 15" diameter. Each pipe will have stone headwalls built at either end to match the 2-3 existing drainage pipes along the Irondale Furnace Trail. The trail will be repaired with Limestone fines where needed due to washout, erosion, or wear. Disturbed areas will have pine straw spread to provide a finished look.

APPENDIX 6

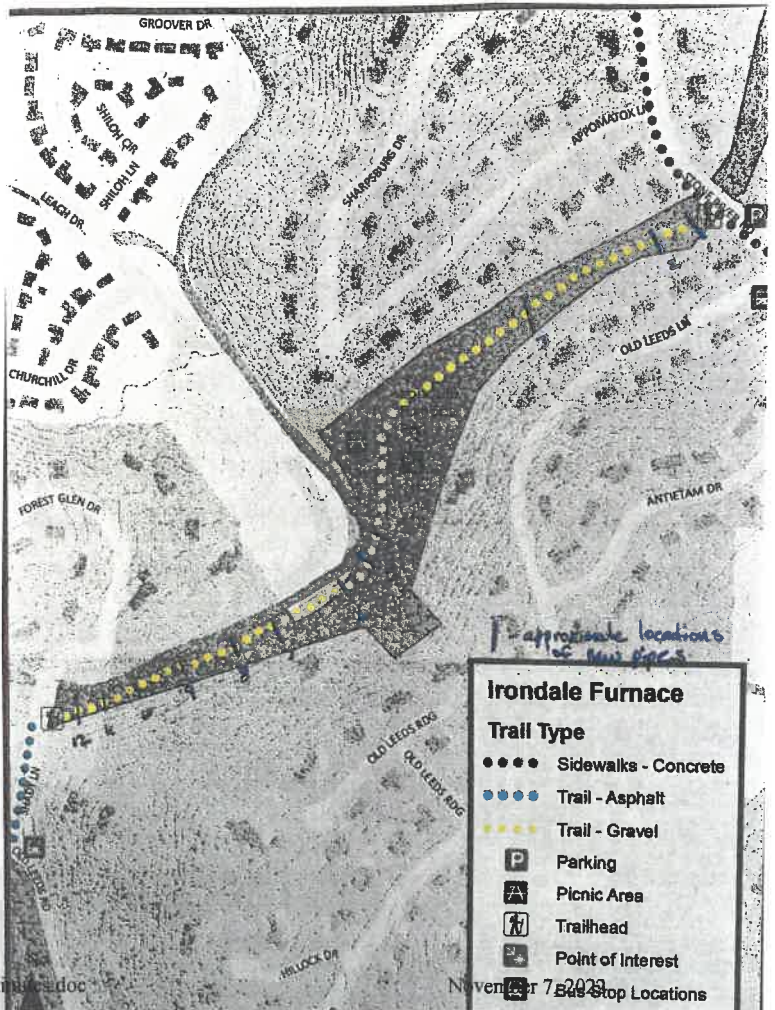
EXHIBIT A

5

IMPROVEMENT LOCATION PLAN & HEADWALL DETAIL

EXHIBIT B

6



7

Fwd: Irontdale Furnace Trail Improvement Contract

Sam Gaston <gastons@mtnbrook.org> Fri, Nov 4, 2022 at 2:46 PM
To: Virginia Smith <virginiasmith31161@gmail.com>, Billy Pritchard <billyp@pm-j.com>, Stewart Welch <stewart@welchgroup.com>, Lloyd Shelton <lcs@boriandcpa.com>, Gerald Garner <geraldgarner@gmail.com>, Graham Smith <gsmithwlu@gmail.com>
Cc: Heather Richards <richardsh@mtnbrook.org>, Shanda Williams <williamssh@mtnbrook.org>, Janel Forbes <forbesj@mtnbrook.org>, Whit Colvin <whitcolvin@bishopcolvin.com>, Nimrod Long <nimrodi@nimrodlong.com>

Nimrod Long and the Friends of Jamison Park would like to add this contact and one for the Woodland Park section of Jamison Trail to the agenda for Monday at 8am. Is this okay or would you prefer it being on the November 14th council agenda?
The Friends of Jamison Park will pay for both out of their funds.

Sent from my iPhone
Sam Gaston

Begin forwarded message:

From: Whit Colvin <wcolvin@bishopcolvin.com>
Date: November 4, 2022 at 11:59:43 AM CDT
To: Nimrod Long <nimrod@nimrodlong.com>
Cc: Shanda Williams <williamssh@mtnbrook.org>, Joel Ellason <jellason@nimrodlong.com>, Dave Giddens <dgiddens@nimrodlong.com>, Virginia C Smith <wood967@icloud.com>, Sam Gaston <gastons@mtnbrook.org>, Katherine Shepherd <kshedpherd112@gmail.com>
Subject: RE: Irontdale Furnace Trail Improvement Contract

Sorry again guys! I was a little quick to hit send. I had one more change to make and have now made it so...the attached is the final draft and should be used for review and to present to the Council for approval.

Sorry again and thanks!

Whit Colvin
Bishop Colvin, LLC
Phone: (205) 251-2881
Direct: (205) 224-4195
Cell: (205) 222-6225
wcolvin@bishopcolvin.com

From: Whit Colvin
Sent: Friday, November 4, 2022 11:53 AM
To: Nimrod Long <nimrod@nimrodlong.com>
Cc: Shanda Williams <williamssh@mtnbrook.org>; Joel Ellason <jellason@nimrodlong.com>;

https://mail.google.com/mail/u/0/?ik=80c4776052&view=pt&search=all&permmsgid=msg-f%3A174659612417598688&siml=msg-f%3A1746596124... 1/4

11/7/22, 7:09 AM

City of Mountain Brook Mail - Fwd: Irontdale Furnace Trail Improvement Contract

Dave Giddens <dgiddens@nimrodlong.com>; Virginia C Smith <wood967@icloud.com>; Sam Gaston <gastons@mtnbrook.org>; Katherine Shepherd <kshedpherd112@gmail.com>
Subject: Irontdale Furnace Trail Improvement Contract

All,

Attached are the proposed Irontdale Furnace Trail improvement Contract and associated exhibits. Please take a look and if all looks ok, it should be ready for approval by the City Council.

Thanks!

Whit Colvin
Bishop Colvin, LLC
Phone: (205) 251-2881
Direct: (205) 224-4195
Cell: (205) 222-6225
wcolvin@bishopcolvin.com

From: Whit Colvin
Sent: Friday, November 4, 2022 11:36 AM
To: Nimrod Long <nimrod@nimrodlong.com>
Cc: Shanda Williams <williamssh@mtnbrook.org>; Joel Ellason <jellason@nimrodlong.com>; Dave Giddens <dgiddens@nimrodlong.com>; Virginia C Smith <wood967@icloud.com>; Sam Gaston <gastons@mtnbrook.org>; Katherine Shepherd <kshedpherd112@gmail.com>
Subject: RE: Proposal for Jamison Park woodland trail from Landscape Services.

Sorry found one mistake. The revised version is attached. Sam and Shanda, if we are looking to approve Monday, please use this one - the Irontdale Furnace agreement will follow by separate email.

Thanks!

Whit Colvin
Bishop Colvin, LLC
Phone: (205) 251-2881
Direct: (205) 224-4195
Cell: (205) 222-6225

J:\Minutes & Agendas\Council\2022\20221107 Organizational Meeting Minutes.doc

11/7/22, 7:09 AM

City of Mountain Brook Mail - Fwd: Irontdale Furnace Trail Improvement Contract

From: Nimrod Long <nimrod@nimrodlong.com>
Sent: Thursday, November 3, 2022 7:46 PM
To: Whit Colvin <wcolvin@bishopcolvin.com>
Cc: Shanda Williams <williamssh@mtnbrook.org>; Joel Ellason <jellason@nimrodlong.com>; Dave Giddens <dgiddens@nimrodlong.com>; Virginia C Smith <wood967@icloud.com>; Sam Gaston <gastons@mtnbrook.org>; Katherine Shepherd <kshedpherd112@gmail.com>
Subject: Re: Proposal for Jamison Park woodland trail from Landscape Services.

Good job Whit.
Nim
Nimrod W.E. Long

On Nov 3, 2022, at 5:05 PM, Whit Colvin <wcolvin@bishopcolvin.com> wrote:

Good Afternoon All-

I have put together a draft contract for the Woodland Trail project. It is attached for your review and consideration. I will forward the Irontdale Furnace agreement later this evening or in the morning.

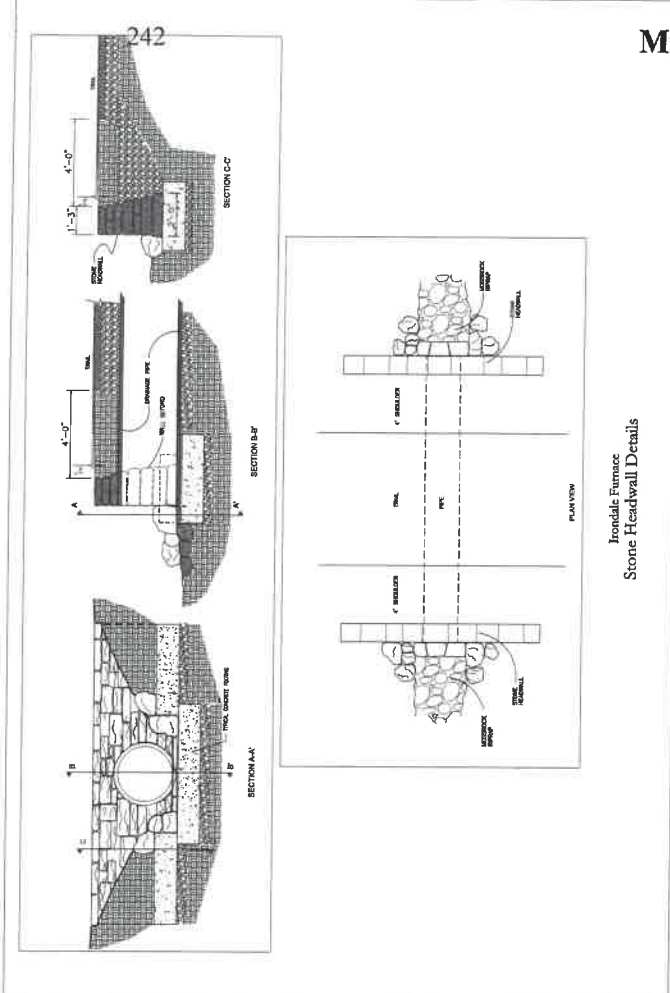
Thank you,

Whit Colvin
Bishop Colvin, LLC
Phone: (205) 251-2881
Direct: (205) 224-4195
Cell: (205) 222-6225
wcolvin@bishopcolvin.com

From: Nimrod Long <nimrod@nimrodlong.com>
Sent: Tuesday, November 1, 2022 5:10 PM
To: Whit Colvin <wcolvin@bishopcolvin.com>; Shanda Williams <williamssh@mtnbrook.org>; Joel Ellason <jellason@nimrodlong.com>; Dave Giddens <dgiddens@nimrodlong.com>; Virginia C Smith <wood967@icloud.com>; Sam Gaston <gastons@mtnbrook.org>

November 7, 2022

APPENDIX 6



Nimrod W.E. Long

2 attachments

 Friends Jemison Contract-Irontale Furnace Trail 11042020.pdf
104K

 Irontale Furnace Exhibit B.pdf
4190K

APPENDIX 6

<https://mail.google.com/mail/u/0/?ik=80a4775052&view=pt&search=all&permmsgid=msg-f%3A174859612417599686&siml=msg-f%3A1748596124...> 4/4

JEMISON PARK IMPROVEMENT PROJECT CONTRACT

WOODLAND TRAIL

This Jemison Park Improvement Project Contract (the "Contract") is made by and between The Friends of Jemison Park ("Friends") and the City of Mountain Brook, Alabama (the "City").

WHEREAS, the Friends of Jemison Park is a non-profit organization formed and dedicated to support Robert Jemison Jr. Park ("Park"), a preserved area located in the City that provides a mature treescape, a buffer to Shades Creek, a "gateway" into the City and recreational opportunities through the use of its sidewalks and trails;

WHEREAS, Friends has engaged in numerous improvement projects in Jemison Park and has, through its fundraising efforts, assisted with removal of invasive and non-native vegetation, conducted stream bank improvements and the helped with the establishment of native trees and other vegetation;

WHEREAS, the City has recently constructed a bridge for pedestrian use over Shades Creek in the Park to enhance accessibility of the improved sidewalks and to provide a safe and convenient connection between pedestrian ways on both sides of Shades Creek; and

WHEREAS, Friends has requested permission to construct or have constructed a one-half mile nature trail along the south side of Shades Creek beginning at the pedestrian bridge and extending downstream (the "Woodland Trail"), as set forth on and in Exhibits A and B to this agreement (the "Project"); and

WHEREAS, the City has determined that it is in the public interest to permit Friends to proceed with the Project and to enter into this contract with Friends to set forth the terms, conditions and expectations attendant to such appropriation.

NOW, THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the Friends and City agree as follows:

1. Services. Friends shall complete or have completed on its behalf the work in accordance with the Scope of Work and the Project Plans and specifications set forth in and in accordance with the terms, conditions, plans and specifications in Exhibits A and B (the "Services").

2. Compensation. No compensation shall be due to Friends by the City and the Project will be solely funded by Friends.

3. Term. The term shall begin when this Contract is executed by the City and will extend for one-hundred eighty (180) days (the "Term") during which time the Services must be completed, unless said term is extended by the City upon good cause shown by Friends. Notwithstanding any other provision herein, the Contract may be terminated before the expiration of its Term on the occurrence of any of the following:

- (a) Termination for Cause by City. If Friends fails to perform any material obligation in the Specifications or this Contract (a "Default"), the City may terminate the Contract for cause on seven (7) days' advance written notice to Friends; provided, however, that the Friends shall have a reasonable opportunity

1

Table with 2 columns: Insurance, Amount. Rows include Workers' compensation, General liability, Auto liability.

Friends shall provide the Contractor's Certificate of Insurance showing such coverages and that the City is named as an additional insured prior to the inception of work.

7. Representations of Friends. As further inducement to enter this Contract, Friends represents and warrants each of the following to the City:

- (a) that it will have the Services performed in a good and workmanlike manner; and
(b) that all actions required to be taken by it or on its behalf to execute the Contract, and to perform its obligations and agreements hereunder, have been duly taken.

8. Subcontracting. Friends and City acknowledge and understand that the Services will be performed by a Contractor selected by Friends and City gives its consent for Friends to enter into a subcontractor agreement for the work. Friends agrees to procure and provide to City waivers as to all materialmen, subcontractor or other liens related to the Project and to be solely responsible for satisfaction of same.

9. Miscellaneous Provisions.

- (a) During the Term of this Contract, Friends agrees to comply (and require its subcontractors to comply) with all regulations and laws concerning the performance of its Services or work, including, but not limited to, laws concerning the safety, inspection, maintenance, and operation of its equipment and employment laws concerning its workers.
(b) Friends is an independent contractor of the City. This Contract does not create any partnership, joint venture or principal-agent relationship between the Friends and the City.
(c) Friends may not assign this Contract, or any of its rights, obligations or the benefits hereunder, to any other party without prior written approval of the City, which approval may be withheld for any reason.
(d) The Contract is made only for the benefit of the City and the Friends. It is not intended, nor shall it be construed, to grant or bestow any benefit, right or privilege to any third party.
(e) This Contract comprises the entire agreement between the parties. These terms herein supersede all prior negotiations, representations or agreements, either written or oral, concerning the subjects herein, and any such prior understandings concerning those matters are of no effect and are merged into this Contract.
(f) This Contract may be amended or modified only by written instrument signed by both parties.
(g) This Contract may be executed in counterparts each of which when executed by the parties shall be deemed to be a complete original. Copies of this Contract showing the signatures of the respective

3

to cure or correct any deficiency in performance that is the basis of the proposed termination for cause. This termination remedy is in addition to any other remedy or right provided to the City in the Contract or that may be available by law;

- (b) Termination for Cause by Friends. If the City does not perform a material obligation in this Contract, the Friends may terminate the Contract for cause on thirty (30) days' advance written notice to the City; provided that the City shall have a reasonable opportunity to cure or correct any deficiency in performance that is the basis of the proposed termination for cause; and

4. Contract Representatives. Each party shall appoint a representative(s) who shall coordinate with the other party on matters pertinent to the performance of the Services and the administration of this Contract (the "Contract Representative(s)").

The City's Contract Representative is:

Sam Gaston
City Manager
56 Church Street
Mountain Brook, Alabama 35213
Tel No: (205) 802-3803

Friends's Contract Representative is:

Katherine Shepard
President, Friends of Jemison Park
P.O. Box 530813
Mountain Brook, Alabama 35253
Tel No.: (205) 215-8621

The Contract Representatives designated above shall have the authority to act on behalf of its respective parties to transmit instructions, receive information and administer the Contract consistent with its terms and conditions. Either party may designate a Contract Representative other than the person named above upon provision of written notice to the other.

4. Notices. Any notice required hereunder shall be sufficiently given when given in writing and sent to the appropriate Contract Representatives 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 that party.

5. Dispute Resolution. The Contract Representatives of the parties will use their good faith efforts to resolve any dispute or claim between them arising from the performance or failure to perform their respective obligations under this Agreement (a "Dispute"). In the event that those Representatives are unable to amicably resolve a Dispute, either party may request that the Dispute be mediated.

6. Insurance Requirements.

Friends shall require the Contractor hired to perform the Services to procure and maintain policies of insurance with the following requirements and shall have City named as additional insured on all such policies:

2

parties, whether produced by photographic, digital, computer, or other reproduction, may be used for all purposes as originals, and shall have the same legal force and effect as an original document.

(h) If any provision of this Contract is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of it shall remain in full force and effect.

(i) The meaning, legal effect, and enforcement of terms and provisions of the Contract 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.

(j) Friends represents and warrants that (a) it does not knowingly employ, hire for employment, or continue to employ an "unauthorized alien," as defined by the Season-Hannon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 (H. B. 56), as amended from time to time (the "Act") and that, during the performance of the services and Project, it shall participate in the E-Verify program if it is so required under the terms of the Act; (b) it will comply with all applicable provisions of the Act with respect to its consultants and subcontractors by entering into an agreement with or by obtaining an affidavit from them providing that they are in compliance with the Act with respect to their participation in the E-verify program; and (c) it shall not hire, retain or contract with any consultant or subcontractor that it knows is not in compliance with the Act. Friends further agrees and warrants that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, in its hiring and employment practices, and that if it receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the City and shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If Friends violates any term of this paragraph, this Agreement will be subject to immediate termination by City. To the fullest extent permitted by law, Friends shall defend, indemnify and hold harmless City from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to City's failure to fulfill its obligations contained in this provision.

(k) Upon reasonable advance notice from the City, Friends, at its expense, agrees to produce records maintained by it with respect to the Services performed by it under this Contract and otherwise participate in an audit designed by the City to evaluate whether the Friends is properly completing, accounting and performing the Services and transactions that are contemplated hereunder. To facilitate any such audit, the Friends agrees that, for a period of no less than (2) years following the performance of Services or the expiration (or earlier termination) of this Contract, it will maintain its reports, logs and records concerning its performance of Services or work, and the accounting, billing or other financial records that the Friends generates regarding same.

(l) The terms of this Contract are based on the assumption that the Boulder Materials and Topsoil for the Project, as referenced in Exhibit A, will be provided through a third party donation. Friends agrees that it shall not begin providing Services until such donation is secured.

In Witness Whereof, the undersigned, duly authorized representatives of the parties have executed this Contract on behalf of their respective organization.

FRIENDS OF JEMISON PARK

ATTEST

By: _____

By: _____

4

Its: _____ Its: _____
Date: _____

ATTEST
By: Shirley Richards CITY OF MOUNTAIN BROOK, ALABAMA
Its: City Clerk
By: Sam S. Martin
Its: City Manager
Date: 11-8-22

EXHIBIT A

SCOPE OF WORK/PROJECT DESCRIPTION

WOODLAND TRAIL - JEMISON PARK

Landscape Services will build a 1/2 mile trail along the far side of Shades Creek beginning at the end of Park Brook Circle and going downstream along the high side of the creek, as shown on the Project Plan (Exhibit B). The Project is on the approved Master Plan improvements for Jemison Park.

To complete this Project, Landscape Services will complete the following work:

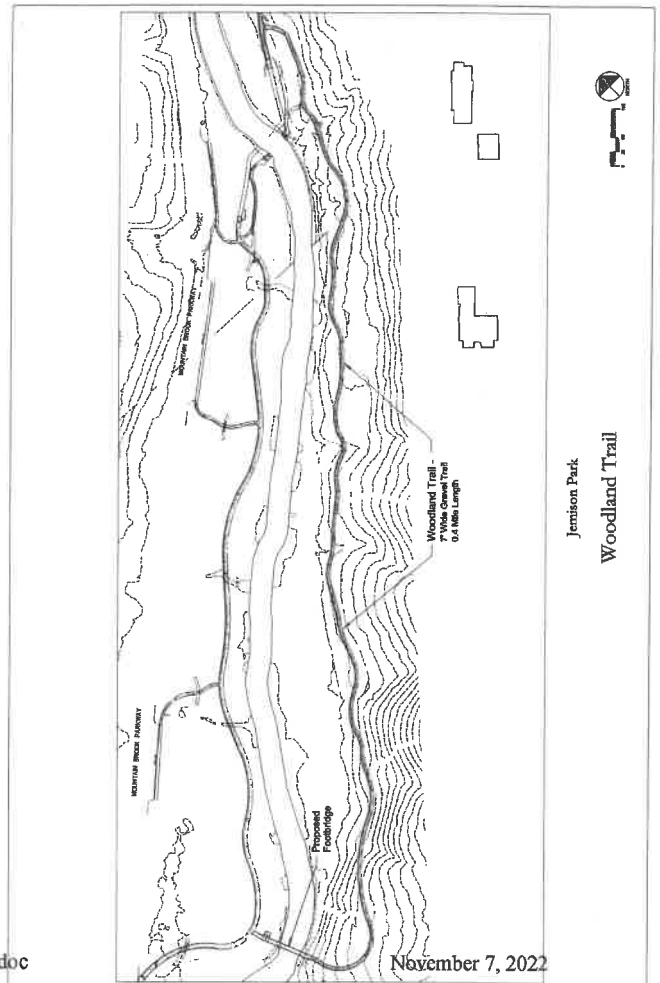
- 1) Clear for the 7' wide trail after placing erosion control along the low side of path.
- 2) Rough grade the trail.
- 3) Install 15 cross drains. Three will be 36" diameter and twelve will be 15" diameter.
- 4) Build stone head walls at each end of pipe to match the drainage along the nature trail that Landscape Services installed two years ago.
- 5) Finish grade the trail.
- 6) Place 8910 limestone fines (4" deep) for the trail walking surface.
- 7) Pine straw the cut and fill slopes along both sides of the trail disturbed during the grading process.

5

6

APPENDIX 7

EXHIBIT B
WOODLAND TRAIL PLAN



7


OATH OF OFFICE

STATE OF ALABAMA

JEFFERSON COUNTY

CITY OF MOUNTAIN BROOK

I, Graham L. Smith, solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Alabama, so long as I continue a citizen thereof; and that I will faithfully and honestly discharge the duties of the office upon which I am about to enter, to the best of my ability, so help me God.



Graham L. Smith

APPENDIX 8

Sworn to and subscribed before me this 7th day of November, 2022.



K. C. Hairston, Judge
Municipal Court of Mountain Brook

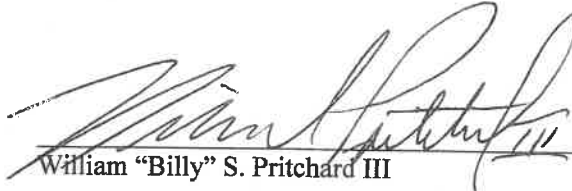
OATH OF OFFICE

STATE OF ALABAMA

JEFFERSON COUNTY

CITY OF MOUNTAIN BROOK

I, William "Billy" S. Pritchard III, solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Alabama, so long as I continue a citizen thereof; and that I will faithfully and honestly discharge the duties of the office upon which I am about to enter, to the best of my ability, so help me God.



William "Billy" S. Pritchard III

APPENDIX 8

Sworn to and subscribed before me this 7th day of November, 2022.



K. C. Hairston, Judge
Municipal Court of Mountain Brook