

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
APRIL 10, 2023**

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

The City Council of the City of Mountain Brook, Alabama met informally in-person at 6:00 p.m. on the 10th day of April, 2023 (others were allowed to listen to the meeting by way of Internet video conference). The Council President called the pre-meeting to order and the roll was called with the following results:

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

Absent: None

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

1. EXECUTIVE SESSION

Council President Pro Tempore Pritchard made a motion that the City Council convenes in executive session to discuss a legal matter and that the City Council shall reconvene 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 President Virginia Smith. Then, upon the question being put and the roll called, the vote was recorded as follows:

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

Nays: None

2. AGENDA

1. Drainage options for Richmar Drive and Mountain Avenue

Mark Simpson-Schoel Engineering

- Concluded study on “the cut”
- Goal was to identify flooding issue and come up with solutions to mitigate the flooding
- Primary issue for the “the cut” is a 48” pipe that flows down Richmar Drive into the open channel

- Looked at replacing pipe; however, this option would increase the volume and peak rate of water downstream that would require significant improvement to channel downstream which is very costly
- Replacing the pipe for a larger pipe was abandoned due to lack of storage for the water
- Some lots are at or below street level where water could leave the road and enter driveways
- On the western side of Richmar there is a landscape type feature that keeps water corralled in road
- Looked at upstream improvements-“Area 1”
- The problem with Area 1 is a lack of collection
- Developed a plan based on pipes that are currently in place and drainage paths
- Solution for Area 1 will corral water, put it under ground and re-direct it into “the cut which requires additional work to the open channel at “the cut”

Billy Pritchard-Council President Pro Tempore

- Inquired if the spanners in the driveways were removed if it would help with the water getting over some of the driveways

Mark Simpson

- The spanners are causing a problem; however, with large rain events the spanners become insignificant
- There is a natural rise behind the valley gutter that has a tendency to keep the water corralled in the streets

Lloyd Shelton-Council Member

- Inquired what affects the proposed improvements to Area 1 impact the water moving through the Junior High and on toward Canterbury
- Inquired why a larger pipe could not be installed

Mark Simpson

- If the improvements are contained within Area 1, there is no effect downstream.
- A larger pipe would allow additional flow to enter channel, which creates increases of water downstream that cannot be mitigated
- Replacing the pipe to a larger pipe would not increase capacity that much to handle historic events such as 6” rainfall

Brad Cleage-26 Montevallo Lane

- “The cut” is considered his side yard
- Question if the plans for Area 1 will put more water into “the cut” faster
- Putting more water into “the cut” seems like it would make it flood faster
- The 48” pipe is not sufficient and needs to be replaced
- Feels back yard is being utilized as a retention pond
- Need to find a place to detain the water downstream

Mark Simpson

- The water in Area 1 is water that is already going to “the cut” regardless
- The water will be put underground and will be discharged where it is going now
- A problem with Mr. Cleage’s yard flooding is the pipe that drains his yard has collapsed which creates an area in his backyard that will not drain
- There is nothing that can address containing all the water on the rare historic rain events

Charlie Pringle-101 Richmar Drive

- Normal weather is causing the system to fail
- Improvements to Area 1 do not address the root of the problem and are not adequate

Virginia Smith-Council President

- The Council will have a special meeting to discuss this matter further.
- The date and time of the meeting will be set at another date and the residents will be notified

2. Review of City Codes and Ordinances regarding storm water management

Mark Simpson-Schoel Engineering

- Wanted to target areas where there is a drainage problem
- Defined critical basin (watershed)
- Identified critical basins based on existing infrastructure and/or areas with a lot of development in the future
- Recommend these regulations be applied to the basins that are deemed critical basins only
- Additional regulations is consistent with the current post construction storm water ordinance for sites that are 1 acre or larger, now this would apply to sites smaller than 1 acre
- Want to manage run-off rate from site and run-off volume for 1.1 inch storm event
- Would require landscape architect to provide a drainage report to demonstrate compliance with ordinance and must comply with ordinance before a building permit would be issued

Billy Pritchard-Council President Pro-Tempore

- Want to get input from engineers, builders, etc. regarding these regulations before moving forward

3. Schoel's proposal to amend the FEMA flood map for Mountain Brook Village

Mark Simpson-Schoel Engineering

- In 2016 a Conditional Letter of Map Revision was provided to FEMA prior to work being done
- The work has been completed, now FEMA wants the study to be updated and mapping based on as-built conditions
- Once FEMA approves, it will change the flood maps
- The proposal is to do the as-built letter and update maps

Virginia Smith-Council President

- Items added to the formal agenda (Resolution No. 2023-064)

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

2. ADJOURNMENT

There being no further matters for discussion Council President Virginia Smith adjourned the pre-meeting at approximately 7:18 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 April 10, 2023, 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 April 25, 2023

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
APRIL 10, 2023**

[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 7:20 p.m. on the 10th day of April, 2023 (others were allowed to listen to the meeting by way of Internet video conference). The Council President Virginia Smith called the meeting to order and the roll was called with the following results:

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

Absent: None

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

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

1. FAIR HOUSING PROCLAMATION

Stewart Welch-Mayor

- Presented the Fair Housing Proclamation to Lewis Pitchford, ARC Realty, and ESP Realty

2. AUTISM AWARENESS PROCLAMATION

Stewart Welch-Mayor

- Presented the Autism Awareness Proclamation to Ashley and Turner Beard

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:

Approval of the minutes of the March 27, 2023, regular meeting of the City Council

| | | |
|-----------------|---|-----------|
| 2023-058 | Fair Housing Month Proclamation | Exhibit 1 |
| 2023-059 | Autism Awareness Month Proclamation | Exhibit 2 |
| 2023-060 | Appoint Jeffrey Brewer to the Mountain Brook Board of Education, to serve without compensation for the five (5) year term ending May 31, 2028 | Exhibit 3 |

| | | |
|----------|---|--------------------------|
| 2023-061 | Execute the Inter-Jurisdictional Automatic Aid agreement with Vestavia Hills Fire Department for Structured Fires | Exhibit 4, Appendix 1 |
| 2023-062 | Authorize the sale or disposal of certain surplus property | Exhibit 5, Appendix 2 |
| 2023-063 | 2023 "Back to School" Sales Tax Holiday, July 21-23, 2023 | Exhibit 6, Appendix 3 |
| 2023-064 | Authorize the agreement for consulting services with Schoel Engineering for services associated with the preparation and submittal of a Letter of Map Revision (LOMR) to FEMA to revise the Flood Insurance Study and Flood Insurance Rate maps to reflect the new conditions along Watkins Brook | Exhibit 7, Appendix 4 |

Thereupon, the foregoing minutes and resolutions (Nos. 2023-058 through 2023-064), were introduced by Council President Virginia Smith and a motion for their immediate adoption made by Council President Pro Tempore Pritchard. The minutes and resolutions were then considered by the City Council. Council Member Graham Smith seconded the motion to adopt the foregoing minutes and resolutions. Then, upon the question being put and the roll called, the vote was recorded as follows:

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

Nays: None

Abstained: None

Council President Virginia Smith thereupon declared that said minutes and resolutions (Nos. 2023-058 through 2023-064) were adopted by a vote of 5—0 and as evidence thereof she signed the same.

4. CONSIDERATION: ORDINANCE NO. 2140 PROVIDING FOR A STOP SIGN ON LEWIS CIRCLE AT ITS INTERSECTION WITH WEATHERTON DRIVE AND TO PROVIDE FOR PUNISHMENT THEREOF(EXHIBIT 8, APPENDIX 5)

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

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

Nays: None

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

After said ordinance had been considered in full by the Council, Council President Pro Tempore then moved for the adoption of said ordinance. The motion was seconded by Council 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
Lloyd C. Shelton
Graham L. Smith

Nays: None

Council President Virginia Smith declared that the ordinance (No. 2140) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

5. ANNOUNCEMENT

Council President Virginia Smith announced the City is considering discontinuing zoom meetings of City Council and other boards by the end of April. If anyone has any comments, they need to direct them to the City Manager.

6. ANNOUNCEMENT

Council President Virginia Smith announced the next regular meeting of the City Council has been moved from April 24th to April 25th, 2023, 7:00p.m., due to the Mountain Brook School Showcase.

7. ADJOURNMENT

There being no further business to come before the City Council, Council President Virginia Smith adjourned the meeting at approximately 7:27 p.m.

8. CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the regular meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Council Chamber (Room A-108) on April 10, 2023, 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 April 25, 2023

EXHIBIT 1

PROCLAMATION NO. 2023-058

WHEREAS, April 11, 2023 marks the 55th anniversary of the passage of the Fair Housing Act, which enunciates a national policy of fair housing for all who live in the United States; and

WHEREAS, The Fair Housing Act prohibits discrimination in the purchase, sale, rental, or financing of housing-private or public-based on race, skin color, sex, nationality or religion;

WHEREAS, the statute has been amended several times, including in 1988 to add disability and family status; and

WHEREAS, acts of housing discrimination and barriers to equal housing opportunity are violations of federal law; and

WHEREAS, the City of Mountain Brook finds it appropriate to join most of the other cities in Jefferson County and the surrounding area in recognizing the anniversary of the Fair Housing Act.

NOW, THEREFORE, we the City Council of the City of Mountain Brook, Alabama do hereby recognize the month of April, 2023 as

“FAIR HOUSING MONTH”

EXHIBIT 2

PROCLAMATION NO. 2023-059

WHEREAS, during April, which is National Autism Awareness Month, we recognize that every person afflicted with autism deserves the chance to reach for their highest hopes and fulfill their greatest potential; and

WHEREAS, especially today, let us reach for a future in which no person living on the autism spectrum is limited by anything but the size of their dreams, and one in which all people have the opportunity to live a life filled with a sense of identity, purpose, and self-determination.

WHEREAS, the statute has been amended several times, including in 1988 to add disability and family status; and

NOW, THEREFORE, the City of Mountain Brook does hereby proclaim April 2023 as

“NATIONAL AUTISM AWARENESS MONTH”

and urges citizens and organizations to participate in activities and provide a special opportunity to educate the community about autism.

EXHIBIT 3

RESOLUTION NO. 2023-060

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Jeffrey Brewer is hereby appointed to the Mountain Brook Board of Education, to serve without compensation for the five (5) year term ending May 31, 2028.

EXHIBIT 4
RESOLUTION NO. 2023-061

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the execution of the Inter-Jurisdictional Automatic Aid agreement between the City and the City of Vestavia Hills Fire Department with respect to the Structure Fire Incident Reports.

APPENDIX 1
EXHIBIT 5**RESOLUTION NO. 2023-062**

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

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

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

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

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

APPENDIX 2
EXHIBIT 6**RESOLUTION NO. 2023-063**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that beginning at 12:01 a.m. on Friday, July 21, 2023, and ending at twelve midnight on Sunday, July 23, 2023, the City of Mountain Brook will exempt certain school supplies, computers, and clothing from municipal sales or use tax. Said sales and use tax exemption shall conform with respect to the time period, terms and conditions, and definitions as provided for the "Back-to-School" Sales Tax Holiday.

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Clerk is hereby instructed to send a certified copy of this resolution to the Alabama Department of Revenue, Attention: Pamela Spears, Sales, Use & Business Tax Division, Post Office Box 327900, Montgomery, Alabama 36132-7900, (pspears@revenue.alabama.gov), or fax (334) 242-8919 as required by Sales Tax Holiday Rule 810-6-3-.65 and Code of Alabama 1975, §11-51-210(e).

APPENDIX 3

EXHIBIT 7

RESOLUTION NO. 2023-064

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the agreement for consulting services between the City and Schoel Engineering Company, Inc. for consulting services associated with the preparation and submittal of a Letter of Map Revision (LOMR) to FEMA to revise the Flood Insurance Study and Flood Insurance Rate Maps to reflect the new conditions along Watkins Brook.

APPENDIX 4

EXHIBIT 8

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

Section 1. It shall be unlawful for the driver of any vehicle to cause or allow such vehicle traveling southbound along Lewis Circle to enter its intersection with Weatherton Drive when there is standing at such intersection a “Stop” sign facing in the direction of such driver without having first brought such vehicle to a complete stop within ten (10) feet of said intersection.

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

Section 3. All ordinances or portions of ordinances conflicting with this ordinance are hereby repealed.

Section 4. This ordinance shall become effective when published as required by law.

APPENDIX 5

This Inter-Jurisdictional Automatic Aid Agreement for Structure Fire Reports (the "Agreement") is entered by and between the City of Mountain Brook, Alabama, on behalf of its Fire Department, (hereinafter "MBFD") and the City of Vestavia Hills, Alabama, on behalf of its Fire Department (hereinafter "VHFD"). MBFD and VHFD herein may be referenced individually as a "Party" or collectively as "Parties." This Agreement shall become effective on the date last signed below by a Party (the "Effective Date").

WITNESETH:

WHEREAS, each Party maintains and operates their own fire department (including separate personnel and equipment) to furnish fire and other emergency services in their respective jurisdictions;

WHEREAS, the jurisdictional boundaries of the cities that the Parties serve adjoin in many locations throughout Jefferson County, Alabama;

WHEREAS, a fire department generally serves a particular jurisdiction and is the responding agency for fire or emergency alarms and calls for service that originate in that jurisdiction;

WHEREAS, presently, both Parties use the services of the Shelby County Emergency Management Communications District (the "911 Call Center") to receive 911 calls that are made in or concern incidents occurring in their jurisdictions, and the 911 Call Center dispatches public safety agencies that serve their respective cities to respond to those incidents;

WHEREAS, the Parties desire to enter this Agreement whereby each of them will assist the other as set forth herein if the 911 Call Center receives a reported or confirmed fire incident report involving a structure (a "Structure Fire Incident Report") that is located in either of their jurisdictions; and

WHEREAS, it is mutually beneficial to the Parties and in the public interest of citizens in their respective jurisdictions for MBFD and VHFD to automatically respond to Structure Fire Incident Reports related to either of their jurisdictions.

WHEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties enter this Agreement pursuant to the following terms, provisions and conditions:

1. **Automatic Response by Both Parties to Structure Fire Incident Reports.** In lieu of a Party specifically requesting assistance from the other on a mutual aid basis, MBFD and VHFD agree to automatically respond to calls regarding a Structure Fire Incident Reports processed through the 911 Call Center regarding locations in their own or the other's jurisdiction.
2. **Automatic Aid Procedures.** The following procedures apply when MBFD and VHFD respond to Structure Fire Incident Reports occurring in either of their jurisdictions:

those questions concern or relate to MBFD employees or by VHFD's Fire Chief if they concern or relate to VHFD employees.

5. **Employee Status.** In performing the services and functions contemplated in this Agreement, the Parties intend that the persons employed by them shall at all times be considered and remain as employees and representatives of the employing department. In no event shall workers of one Party have any claim or right to compensation or benefits of any type (including, without limitation, salary, wages, worker's compensation, pension or other benefits paid by either of them to their employees) or other employment rights or privileges that are granted by operation of law or otherwise extended by the other Party to their employees.

6. **Liabilities and Responsibilities.**

(a) Neither of the Parties or their respective officers and employees assume or shall be deemed to have assumed any liability or responsibility for the acts, omissions, and negligence of the other Party (or their officers or employees) in the performance of functions, operations, and activities contemplated in this Agreement. The City of Mountain Brook and the City of Vestavia Hills waive and release each other from any claims, demands, liabilities, actions, or suits of any kind (including any claim for contribution or indemnification) seeking compensation for property loss, personal injury or death, or other damages of any type (hereinafter a "Claim(s)") occurring as a consequence of the performance or failure of either department to perform their respective responsibilities under this Agreement;

(b) With respect to Claims or matters related or arising from operations contemplated hereunder, the Parties intend that they have responsibility only for the conduct and operations of their own department, employees, or officers, and that neither shall bear or have responsibility to the other (or be deemed to have responsibility to the other) or to any third party for their conduct or omissions. Accordingly, if a third party asserts a Claim against either Party arising from the performance or nonperformance by either of them of responsibilities contemplated hereunder, each Party is responsible to defend itself from any such claim made against them (or their respective officers or employees) at their own expense;

(c) All privileges and immunities from liability, exemption from Claims or laws, ordinances and rules, benefit of pensions and relief, disability, workman's compensation and other benefits which apply to a Party (or their officers or employees) when performing public safety functions within their own jurisdictional limits also apply to the same degree and extent when, as contemplated hereunder, a Party (or their officers and employees) performs those functions outside their own jurisdiction;

(d) All liability for workers compensation benefits or other Claims for injury to personnel employed by a Party, and for loss or damage of equipment owned

(a) upon report of a Structure Fire Incident Report regarding a location in either the City of Mountain Brook or the City of Vestavia Hills, the 911 Call Center Dispatch Center will dispatch both the MBFD and VHFD to that location without regard to which city in which the incident occurs;

(b) if facilities and personnel are available, MBFD will respond to reported or confirmed structure fires occurring within the City of Vestavia Hills with one staffed Engine Company;

(c) if facilities and personnel are available, VHFD will respond to reported or confirmed structure fires occurring within the City of Mountain Brook with one staffed Engine Company;

(d) the officer in charge of the unit for the Party that arrives first at the location of an incident will establish command at the scene of the emergency. After units from both Parties arrive, incident command will remain with that Party and officer if the incident is occurring at a location in the jurisdiction of the first arriving unit. If the location of the incident is outside the jurisdiction of the first arriving unit, incident command will transfer to the Party in whose jurisdiction the incident is occurring when it is reasonably practical to relieve the initial officer and Party in charge;

(e) each Party maintains and utilizes their own radio channel to communicate between their respective companies, units, and personnel. The Parties agree that, during the course of operations contemplated under this Agreement, the companies, units, and personnel of both Parties who respond to a Structure Fire Incident Report hereunder will operate and communicate on the radio channel of the Party in whose jurisdiction the incident is occurring; and

(f) each Party is responsible to train its own personnel, companies, and units which will perform operations contemplated hereunder. Notwithstanding, the Parties may develop deployment plans for personnel and equipment (assuming same are available) when both Parties are dispatched to respond to a Structure Fire Incident Report.

3. **Scope of Services.** When a Party is dispatched hereunder to perform emergency services outside its jurisdiction, none of its officers or employees are expected or obligated to perform any type of service or function at that location that is different from those that such Party performs within its jurisdiction.
4. **Supervision.** Subject to the understandings in section 2(d) above, the supervision of workers, rendition and standards of performing services, discipline, and other matters incident to performance of services by a Party shall remain with the department and supervisors of the department employing the respective workers who provide services. To that end, any disputes, disagreements, or questions concerning the level of services and standards of performance of services by either Party at the location of an incident or concerning a Structure Fire Incident Report shall be determined by MBFD's Fire Chief if

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or utilized by either of them, exclusively shall be borne by the Party employing such personnel and owning such equipment.

(e) The cost of fuel, expendable supplies, and other expense of operations contemplated hereunder shall be the responsibility of the Party providing that equipment, consuming those supplies, and performing those operations.

(e) All compensation for personnel (including, but not limited to, salaries, pensions, and other benefits) who perform services contemplated hereunder shall be borne by the Party employing such personnel.

(f) MBFD shall not be liable or responsible for the actions or inactions of VHFD (or their officers or employees) in performing or failing to perform operations contemplated hereunder, including, but not limited to, VHFD not responding to incident reports after being notified by the 911 Call Center. Similarly, VHFD shall not be liable or responsible for the actions or inactions of MBFD (or their officers or employees) in performing or failing to perform operations contemplated hereunder, including, but not limited to, MBFD not responding to incident reports after being notified by the 911 Call Center.

7. **Effective Date & Term of Contract.** The term of this Agreement shall begin on the Effective Date and remain in effect until terminated by mutual agreement; provided, however, either Party may terminate said Agreement by giving at least thirty (30) days' advance written notice to the other Party at the address indicated below.

8. **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Alabama.

9. **Integration/No Amendment/No Waiver.** This Agreement constitutes the entire agreement between the MBFD and VHFD with respect to the matters herein. Any discussions, understandings, or agreements concerning those matters not expressed herein are merged into this Agreement and of no effect. Further, this Agreement may not be amended or its provisions or rights hereunder waived by either Party except in a writing signed by both Parties.

10. **Partial Invalidity.** If any portion of this Agreement is determined to be invalid, void, or otherwise unenforceable, the remaining portions of it shall remain valid and of full force and effect.

11. **Successors and Assigns.** This Agreement shall be binding upon the successors and assigns of the Parties.

12. **Counterpart Signatures.** This Agreement may be executed in multiple counterparts which shall be construed together as a single original instrument, and, when executed, each counterpart shall be binding upon and inure to the benefit of each party whether reproduced in photographic, digital, computer, or other electronic form.

April 10, 2023

APPENDIX 1

MINUTE BOOK 93 The undersigned, duly authorized representatives of the Parties execute this Agreement on behalf of their respective organizations.

CITY OF MOUNTAIN BROOK, ALABAMA, on behalf of its Fire Department

By: Sam S. Gaston
Sam Gaston

Its: City Manager

Date: 4-11-, 2023

By: Chris J. Mullins
Chris J. Mullins

Its: Fire Chief

Date: March 21, 2023

Administrative Address:
102 Tibbett Street
Birmingham, Alabama 35213

CITY OF VESTAVIA HILLS, ALABAMA on behalf of the VHFD

By: _____
Jeff Downes

Its: City Manager

Date: _____, 2023

By: _____
Marvin Green

Its: Fire Chief

Date: _____, 2023

Administrative Address:
1032 Montgomery Highway
Vestavia, Alabama 35216

Aerator
Brand: Ryan
Model # N/A
Serial # N/A
Size: 72"

Unit is a three point hitch type and has hollow core spikes



Gravelly zero turn mower
Model # 991079
Serial # 030003
Other ID: Pro turn 148
Hours : 965.1
Engine: Kawasaki FX691V gas
48" deck
Mower is in fair condition
Needs battery and blades will not engage



Infield Rake
Brand: Toro
Model # 08705
Serial # 280000327
Other ID: Sand Pro 5040
Gas powered
Unit is in poor condition and does not run
Unit has front lip broom attachment



Zero TurnLawn Mower
Brand: Gravelly
Model # 991089
Serial # 020174
Other ID: Compact 44
Size: 44" cut
Kawasaki gas engine
Unit is in poor condition and is considered parts only



568
Pressure Washer

Brand: North Star

Model # 3163959

Serial # 157815206

Size: 5000 PSI

Unit is gas powered

Unit is in fair condition

Unit runs until it reaches operating temp and shuts off



MINUTE BOOK 93

Ryan sod cutter

Model # 544945

Serial # 99507809

18" cutting width, gas powered

Unit does not run.



Spray Tank

Brand: Original

Model # 200698

Serial # N/A

Size: 50 gallon

Three point hitch type

PTO operated

Unit is in poor condition/ has spray wand and pressure regulator



Rotary Mower

Brand: Toro

Model # 30849

Serial # 311000118

Other ID: Groundsmaster 3505D

Year: 2011

Hours: 3646.7

72" cut

Diesel powered

Unit is in poor condition

Unit is not complete/ parts only



Rotary Mower

Brand: Toro

Model # 30849

Serial # 311000122

Other ID: Groundsmaster 3505D

Year: 2011

Hours: 3373.9

Diesel powered

72" cut

Unit is operational and is in fair condition



Brand: Toro

Model # 07367

Serial # 311000164

Other ID: Workman HDX

Size: 2 seat / 5ft dump bed / 2wd

Hours: N/A

Unit does not run and is considered parts only / poor condition

Unit is gas powered



APPENDIX 2

Vicon Seeder

Brand: Vicon

Model# PS-403

Serial# 75404-09-1087

Seed/Fertilizer spreader

Pendulum type spreader

PTO driven

Unit is in fair condition and does not come with PTO shaft



Surplus

Chair – Seat is about 18.5" H. The back rest is broken at the top.

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



Vehicles:

- 2010 International Dump Truck. VIN: 1HTJTSKM3AH216535. Current OD: 64571 mi, 7691 hrs.
- 2002 STERLING ACTERRA Knuckle boom. 5.9 Cummins engine. VIN: 2FZABYBV22AK26430. Current OD: 43365 mi, 4471 hrs.
- 2015 F-450 crew cab w/landscape bed. VIN: 1FD0W4GYXFEA83123. Current OD: 42260mi
- 2010 Crown Vic (Black) VIN: 2FABP7EVXAX146500. Current OD: 129166
- 2007 Crown Vic (Gold) VIN: 2FAHP71WX7X142416. Current OD: 124614

Small Equipment:

- (X2) Honda 3000 watt Generators
- Coleman 2250 watt generator
- Extreme 6500 watt generator

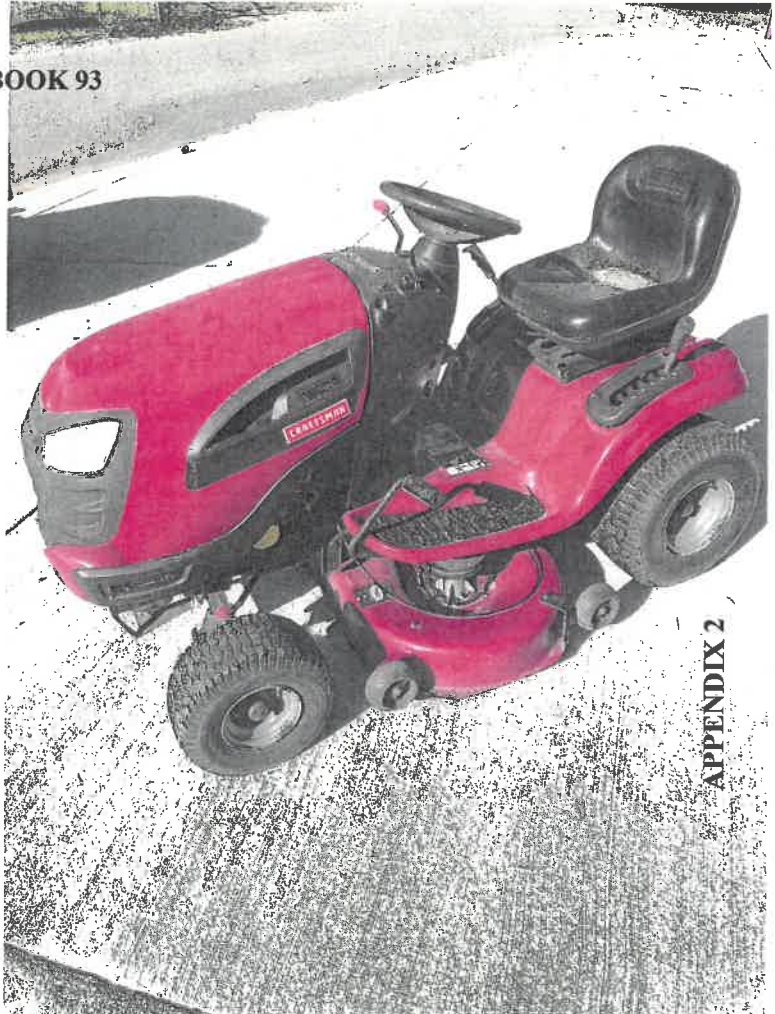
- Electric oil filter compactor unit
- Corghi EM8540 tire balancing machine
- Gravely zero turn mower, Compact-Pro 44 Commercial
- Honda-Wacker motorized packer
- VP1135 Wacker motorized packer
- Whiteman Motorized Concrete Mixer
- Multiquip concrete mixer w/Honda 8hp engine
- Target Portacut IV concrete saw w/Honda 20hp engine
- Jacobsen reel mower Trl-King 1900D
- Amco brake lathe machine
- Craftsman VT3000 riding mower w/21hp Briggs and Stratton engine
- Frontier BL1130 PTO driven blower
- Pallet of old oil and air reels





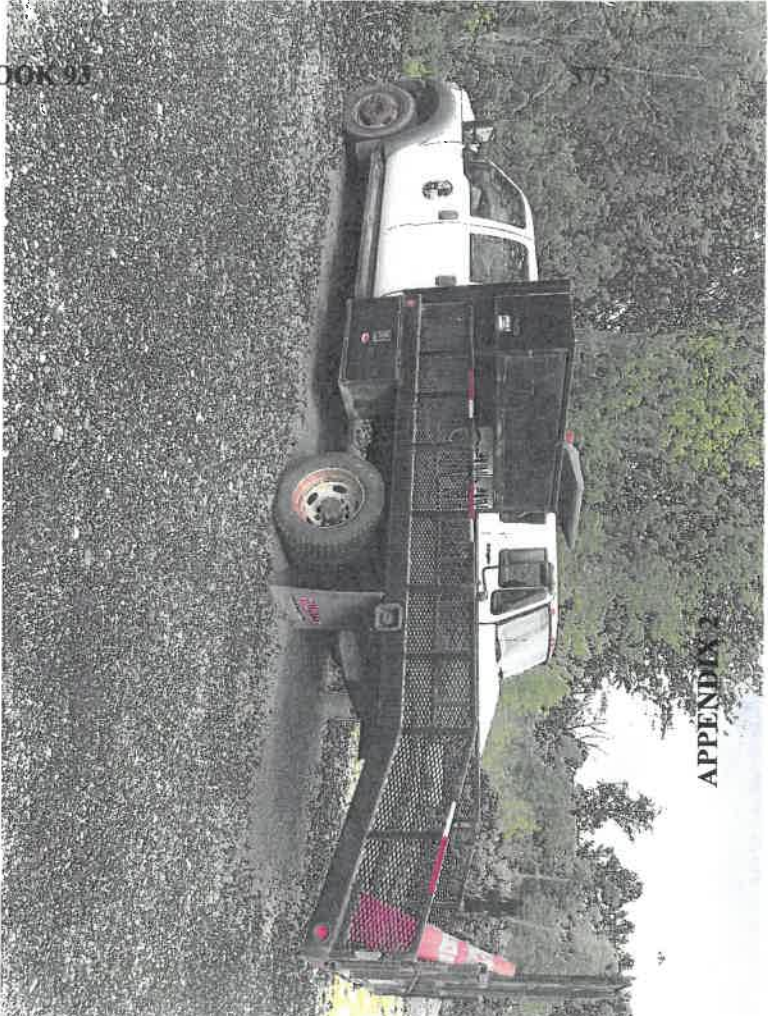
572

MINUTE BOOK 93



APPENDIX 2





March 14, 2023

2023 "Back-to-School" Sales Tax Holiday

July 21-23, 2023

Deadline to notify ADOR: June 21, 2023

The 2023 "Back-to-School" Sales Tax Holiday begins at 12:01 a.m. on Friday, July 21, 2023, and ends at twelve midnight on Sunday, July 23, 2023. As required by Rule 810-6-3-.65, a participating county or municipality shall submit a certified copy of their adopted resolution or ordinance providing for the Sales Tax Holiday, and any subsequent amendments thereof, to the Alabama Department of Revenue before June 21, 2023. The Department will compile this information into a list of all counties and municipalities participating in the "Back-to-School" Sales Tax Holiday and issue a current publication of the list on its website at: <https://revenue.alabama.gov/sales-use/sales-tax-holidays/>. Notification of participation in the sales tax holiday may not be included in the published list if received after June 21, 2023.

Retail businesses and the public need to know whether or not your locality will participate in the 2023 "Back-to-School" Sales Tax Holiday. Please put it on your calendar to discuss and vote on this matter soon and notify the ADOR of the decision.

IMPORTANT

RESPONSE REQUIRED

IMPORTANT

Participating? Send a certified copy of any resolution, ordinance, or amendment adopted by your locality.

Not Participating? Send an email, fax or letter (with signature line) stating: "The (City/Town/County) of _____ will not be participating in the 2023 Back-to-School Sales tax holiday." It is important that you inform us of that fact, otherwise, retailers and the public wonder if you are participating and forgot to notify the Department of Revenue.

Retailers and the public rely on the list provided by the Department of Revenue and the Department cannot post a locality's participation status based on assumption; notification of nonparticipation or a copy of the resolution/ordinance from the locality is required.

Notification can be faxed, mailed or emailed:

FAX: 334-242-8916

MAIL: ALABAMA DEPARTMENT OF REVENUE
ATTN: Pamela Spears
Sales & Use Tax Division
Post Office Box 327900
Montgomery, Alabama 36132-7900

EMAIL: pspears@revenue.alabama.gov

QUESTIONS: 334-242-1443

APPENDIX 3

April 6, 2023

City of Mountain Brook
56 Church Street
Mountain Brook, AL 35213

Attention: Mr. Sam Gaston, City Manager

Project Reference: Lane Parke
Letter of Map Revision Based on Fill
Mountain Brook, Alabama

Dear Mr. Evans:

We appreciate the opportunity to offer this proposal for proposal for Hydraulic Consulting Services for the preparation and submittal of a Letter of Map Revision (LOMR) request for Watkins Brook to update the study to reflect the recently constructed Zoo Branch culvert and Lane Parke development, as a follow up to the published Conditional LOMR (CLOMR) Case No. 16-04-6738R dated February 13, 2017. This will revise the FEMA flood insurance rate maps for Mountain Brook along Watkins Brook from Montavalle Road to the upstream limits of detailed study within Birmingham Country Club.

We recognize that you had a choice in selecting your consultants and thank you for selecting Schoel. Schoel places a strong emphasis on collaboration and interdisciplinary design. We are enthusiastic about the opportunity to work with you on this project.

Enclosed you will find our proposal. Please contact us with any questions or if further discussion is needed.

We appreciate the opportunity to work with you on this project.

Yours very truly,

SCHOEL ENGINEERING CO., INC.

William R. Thomas, PE, CFM

SCHOEL ENGINEERING COMPANY, INC.
Established 1888
7500 Memorial Pkwy, SW, Ste. E1911-Huntsville, AL 35892
P 256-538-1221 | F 256-538-1220 | schoel.com

This AGREEMENT, entered into by and between the City of Mountain Brook, hereinafter referred to as the Client, and Schoel Engineering Company, Inc., hereinafter referred to as the Consultant, is for Hydraulic Consulting Services associated with the preparation and submittal of a Letter of Map Revision (LOMR) request for Watkins Brook within the City of Mountain Brook, Alabama.

PROJECT OVERVIEW

Phases I and II of the Lane Parke Development have been completed which include the construction of a new culvert to convey the Zoo Branch tributary and placement of fill to elevate the new structures above the base flood elevation. As a note, the replacement of the Zoo Branch culvert was part of the original Mountain Brook Village FEMA Mitigation Project. The Client is requesting an as-built Letter of Map Revision application be prepared and submitted to FEMA to revise the Flood Insurance Study and Flood Insurance Rate Maps to reflect the new conditions along Watkins Brook. The limit of the revisions will extend from Montavalle Road to a point upstream of the new culvert and Lane Parke development where the base flood elevations and floodway tie to the effective model. The detailed scope of work is as follows.

PROPOSED SCOPE & SERVICES

1. AS-BUILT SURVEY

The Consultant will utilize a subconsultant to fly the Lane Parke development and acquire airborne LiDAR to prepare an as-built survey of the project area for use in the modeling and mapping for the Letter of Map Revision (LOMR) submittal. In addition, ground control points will be field surveyed as well as channel cross sections upstream and downstream of the new Zoo Branch culvert. Any additional existing features that are identified during the Consultant's site visit to be significant for inclusion in the hydraulic model will also be surveyed.

- Establish site control from which all work will be referenced
- Airborne LiDAR Acquisition, Calibration and prepare deliverables
 - Ground Classified Point Cloud
 - Ground Surface model in CAD format
 - Feature extract of road edge, sidewalks, and buildings
- Field survey channel cross sections and Zoo Branch culvert flowlines and dimensions for the revision area
- Prepare as-built topographic map and as-built culvert drawings

Lump Sum Fee: \$ 26,145 (Subconsultant - \$18,745/Schoel \$7,400)

2. LETTER OF MAP REVISION

The Consultant will prepare and submit a Letter of Map Revision (LOMR) request to FEMA to revise the effective Flood Insurance Study and Flood Insurance Rate Maps for the Watkins Brook and Zoo Branch project area. The Consultant will utilize the models previously developed during the CLOMR for this task and update them based on as-built survey information. The Consultant will revise the mapping for the floodplain boundaries and floodway through the project area based on the revised models. The Consultant will supply the necessary computer models, documentation and exhibits for submission to FEMA. The FEMA CLOMR review fee of \$3,000 is not included in the Consultant's fee and will be provided by the Client. The detailed scope is as follows:

- Revise and update previously created Pre-Project model based on the effective FEMA model(s) and existing conditions model to allow for direct comparison of project changes to flood elevations.
- Develop an As-Built Project model from the pre-project model to reflect the constructed project.
- Map the existing and as-built 100-yr and 500-yr floodplain and floodway
- Preparation of the topographic working map and annotated FIRM exhibits



APPENDIX 4

20230406 - Lane Parke As-Built LOMR - Mtn Brook.docx

- Prepare report detailing the project and model revisions, and other supporting study documentation
- Complete the application documentation required by FEMA
- Coordinate with the Client, as local Floodplain Administrator, to review the LOMR request and obtain a signature on the appropriate FEMA form to be included in the LOMR submittal (no fee associated with this task, just included for completeness of process).

Lump Sum Fee: \$27,950

3. FEMA LOMR APPROVAL ADMINISTRATION

In this scope, the Consultant will provide support services to assist FEMA in the review of the LOMR application. This may include, but not limited to, email, phone conversations, model revisions, and map exhibit revisions. Once the FEMA review has been completed, the Consultant will coordinate notification of affected property owners as part of the Lump Sum Fee.

Hourly Estimate: \$ 6,500

NOT IN SCOPE OF WORK

- Final design and construction documents
- Threatened and endangered species study
- Geotechnical work of any kind
- Corps of Engineers related work
- Structural design or structural certification of any kind
- Review fees of any kind

FEE SUMMARY

| | |
|---|------------------|
| 1. As-built Survey | \$ 26,145 |
| 2. Letter of Map Revision | \$ 27,950 |
| 3. FEMA LOMR Administration | \$ 6,500 |
| Total Hourly Estimate and Lump Sum Fee | \$ 60,595 |

PAYMENT TERMS

The Consultant will bill the Client monthly based on work completed during the billing period. Work completed will be based upon a percentage of completion for Lump Sum Fees, and will be based on time and materials at the attached schedule of unit rates for Hourly Estimates and Not to Exceed agreements. Payments are due within thirty (30) days of invoice date. The Client's obligation to pay for services is in no way dependent upon the Client's ability to obtain financing, obtain approval from any governmental or regulatory agencies, real estate closing, receipt of payment from other parties or upon successful completion of the project. If payment is not received within thirty (30) days from date of invoice, the amounts may include a late charge of 1 1/4 % per month, calculated from said thirtieth (30th) day. Should Consultant incur attorney's fees for collection of payment, the amount owed to Consultant shall include any and all said fees. Failure to make payment within sixty (60) days shall constitute a waiver of the right to dispute the accuracy and appropriateness of the invoice. In addition, Consultant reserves the right to suspend services under this Agreement until such time as payment is made in full for all amounts due for services rendered and expenses incurred has been received.

20230406 - Lane Parke As-Built LOMR - Mtn Brook.docx

SCHEDULE OF UNIT RATES - EFFECTIVE THROUGH 12/31/2023

| | |
|--|--------------------|
| Senior Principal | \$ 325.00 per hour |
| Principal | \$ 215.00 per hour |
| Field Survey Party | \$ 195.00 per hour |
| Department Manager/Chief Land Surveyor | \$ 185.00 per hour |
| Senior Project Manager | \$ 175.00 per hour |
| Project Manager | \$ 150.00 per hour |
| Senior Professional | \$ 150.00 per hour |
| Project Professional | \$ 125.00 per hour |
| Staff Professional | \$ 115.00 per hour |
| Senior Designer / Drafter / Specialist | \$ 115.00 per hour |
| Designer 2 / Drafter 2 / Specialist 2 | \$ 105.00 per hour |
| Designer 1 / Drafter 1 / Specialist 1 | \$ 95.00 per hour |
| Administrative/Technical Support | \$ 85.00 per hour |

Printing and other reimbursable expenses will be charged at cost plus 15% and are not included in the fee base described above. Lodging and Meals and Incidentals (M&IE) will be billed according to Government Services Administration (GSA) rates. Sub-consultant invoices billed as reimbursables will be invoiced to the client at a rate of 115% of the invoice amount.

GENERAL TERMS AND CONDITIONS

- Services performed under this Agreement will be conducted in a manner consistent with that level of care and skill exercised by members of the profession currently practicing under similar conditions. Plans, specifications, and submittals will be prepared in accordance with the written standards of the governing authorities having jurisdiction. Any extraordinary requirements for approvals will be considered additional services. No other warranty, expressed or implied, is made. Nothing in this agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.
- The Client hereby agrees that to the fullest extent permitted by law the Consultant's total liability to Client for any and all injuries, claims, losses, expenses of damages whatsoever arising out of or in any way relating to the project, the site, or this Agreement, from any cause or causes including but not limited to the Consultant's negligence, errors, omissions, strict liability, breach of contract, breach of warranty shall not exceed the greater of the total amount paid by the Client for the services of the Consultant under this contract or \$50,000, whichever is greater. The Consultant's liability shall expire one (1) year from the completion date of the provision of services for each phase of the work.
- The figures given above and in the body of this Agreement are based on the Scope of Work as described herein. If the above outlined Scope of Services is changed, or if there are other services that may be requested by the Client, these additional services will also be performed at the above unit rates, or a revised fee will be negotiated to the satisfaction of both the Client and Consultant at that time. The Consultant reserves the right to adjust these unit rates for inflation costs on a one-year interval from the date of this proposal.
- All claims, disputes, and other matters in controversy between Consultant and Client arising out of or in any way related to this agreement (other than as a result of Client's failure to pay amounts due hereunder) will be submitted to mediation before, and as a condition precedent to, other remedies provided by law. Mediation shall be held in the county where the project is located, and if the parties cannot agree on a mediator then one shall be appointed by the American Arbitration Association (AAA). Parties agree to split cost of mediation 50-50.
- Services not expressly set forth in writing as basic or additional services and listed in the proposal to this Agreement are excluded from the scope of the Consultant's services, and the Consultant assumes no duty to the Client to perform such services.

- 6) Client, at its expense, will provide the Consultant with all required site information, existing plans, reports, studies, project schedules and similar information that is contained in Client's files. The Consultant may rely on the information provided by the Client without verification. The Client shall participate with the Consultant by providing all information and criteria in a timely manner, review documents and make decisions on project alternatives to the extent necessary to allow the Consultant to perform the scope of work within established schedules.
- 7) Consultant shall secure and maintain insurance as required by law or statutory requirements which will protect him from claims under the workers compensation acts and from claims for bodily injury, death, or property damage that may arise from the performance of his services under and pursuant to this Agreement. Certificates of such coverage will be provided to Client upon request.
- 8) All reports, plans, documents, or other materials resulting from the Consultant's efforts shall remain the property of the Consultant and are intended solely for the purpose of this Agreement. Any reuse by Client for purposes outside of this Agreement or any failure to follow Consultant's recommendations without Consultant's written permission shall be at the user's sole risk.
- 9) This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure to perform in accordance with the terms of the agreement by the other party through no fault of the terminating party. If this Agreement is terminated, it is agreed that Consultant shall be paid for total charges for labor performed to the termination notice date, plus reimbursable charges.
- 10) Neither party to this Agreement will be liable to the other party for delays in performing the services, nor for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control of either party.
- 11) The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect.
- 12) The Consultant shall not be responsible for construction site safety or construction procedures, nor will the Consultant be responsible for the quality of the work performed by the contractor or other consultants.
- 13) Consultant may, at Client's request and for Client's convenience, provide documents in electronic format. Data, words, graphical representations, and drawings that are stored on electronic media or which are transmitted electronically, may be subject to uncontrollable alteration. The printed, signed and sealed hard copy is the actual professional instrument of service. In the event of a discrepancy between the electronic document and the hardcopy document, the hardcopy document will prevail.
- 14) This agreement is provided with the expectation that it is not being used in a price comparison with other firms. Alabama law prohibits licensed engineers and land surveyors from participating in any process that solicits prices from two or more licensed engineers or land surveyors simultaneously. The law defines this practice as bidding and participation by a licensee is prohibited. If this agreement is being used in this manner, we must by law, withdraw this agreement from consideration.

PROPOSAL ACCEPTANCE

| | |
|--|--------------------------------|
| SUBMITTED: | ACCEPTED: |
| Consultant: Schoel Engineering Company, Inc. | Client: City of Mountain Brook |
| Signature: <u>[Signature]</u> | Signature: <u>[Signature]</u> |
| Name: <u>William R. Thomas</u> | Name: <u>Stewart Welch</u> |
| Title: <u>Principal</u> | Title: <u>Mayor</u> |
| Date: <u>April 6, 2023</u> | Date: <u>4-10-23</u> |

Please print or type the following information for the individual, firm or corporation responsible for payment.

Company: _____

Client or Client's authorized representative: _____

Street Address: _____

City, State, Zip: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Client's Project Number: _____ Client's Purchase Order Number: _____

Invoice Delivery Method: Mail, Email, Other _____





CITY OF MOUNTAIN BROOK

56 Church Street
P.O. Box 130009
Mountain Brook, Alabama
Telephone: 205.802.3803
Fax: 205.870.3577
gastons@mtnbrook.org

MINUTE BOOK 93

SAM S. GASTON
CITY MANAGER

March 30, 2023

Dear Resident,

The City of Mountain Brook has received a request for a stop sign on Lewis Circle at Weatherton Drive. (See attached map). Since this is an "uncontrolled intersection", our Police Department recommends the placement of a stop sign.

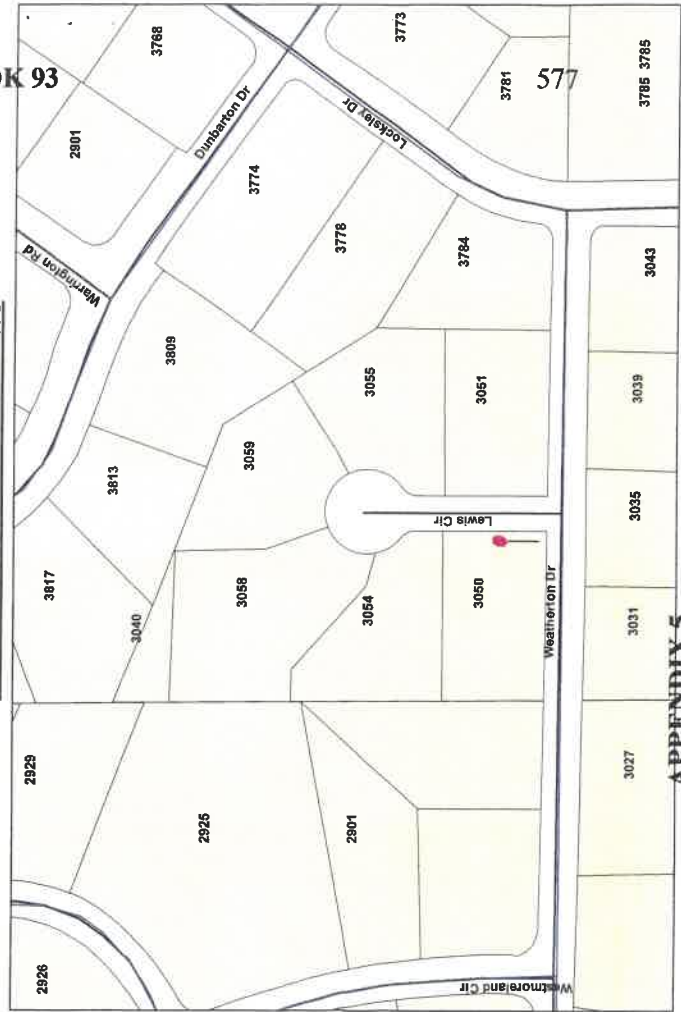
The Mountain Brook City Council will consider an ordinance at its April 10th meeting to place a stop sign on Lewis Circle at Weatherton Drive. The meeting will begin at 7:00 pm. You are invited to attend to give your comments on this proposal.

If you cannot attend on April 10th, but would like to provide input on this proposed stop sign, please feel free to contact me at (205) 802-3803 or gastons@mtnbrook.org.

Sincerely,

Sam S. Gaston
City Manager

Lewis Circle And Weatherton Drive



APPENDIX 5

City of Mountain Brook GIS Department
Created by: Esley Pearson
Date: 3-15-23

