

**MOUNTAIN BROOK CITY COUNCIL  
PRE-MEETING DISCUSSION  
APRIL 25, 2023**

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

The City Council of the City of Mountain Brook, Alabama met informally in-person at 6:15 p.m. on the 24<sup>th</sup> day of April, 2023 (others were allowed to listen to the meeting by way of Internet video conference). Council President Pro Tempore Pritchard called the pre-meeting to order and the roll was called with the following results:

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

Absent: Virginia C. Smith, Council President

Also present were City Attorney Carl Johnson, City Manager Sam Gaston, and City Clerk Heather Richards.

**1. AGENDA**

1. Budget amendment for the Police Department

Jaye Loggings-Police Chief

- Request is a non-budgeted item with Lexipol
- Lexipol does policies for police departments and municipalities
- Policies for the police department is in need of revision and brought up to date
- Had an audit who suggested and recommended the revision

Steven Boone-Finance Director/Assistant City Manager

- Concern is if the sole source letter would be sufficient to satisfy the audit test for bid law
- City attorneys would need to have to determine if it does not have to be bid

Billy Pritchard-Council President Pro Tempore

- Will pass item to another date to allow the city attorneys an opportunity to look at it

2. Change order request for the Junior High drainage project

Taylor Schoel-Schoel Engineering

- Requesting a \$120,000 change order for JD Morris contract on the Junior High drainage project
- Most is due to extra rock they have encountered upon excavation
- Original contract had \$650 per cubic yard for rock, they have encountered twice the amount of rock than expected
- A few thousand of the change order is for asphalt paving that was undermined

Billy Pritchard-Council President Pro Tempore

- Inquired if this was going to be the last change order for this project

Mike Culwell-Brasfield & Gorrie

- This could potentially be the last change order
- This request is to anticipate the future rock exposure and any other unforeseen problems that may arise

Billy Pritchard

- Inquired if this is basically like a rock allowance to draw upon which may be used

Mike Culwell

- A “rock allowance” is a good way to put it because it is replenishing some of the owner contingency

Billy Pritchard

Item added to the formal agenda (Resolution No. 2023-068)

### 3. Set date for FY-2024 Budget kick-off meeting

Sam Gaston-City Manager

- Will start the FY2024 budget process soon
- Steve Boone will have first draft of projected revenues for next year
- A budget schedule will be generated for approval

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

## 2. EXECUTIVE SESSION

Council President Pro Tempore Pritchard made a motion that the City Council convenes in executive session to discuss a matter of litigation 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 Member Garner. Then, upon the question being put and the roll called, the vote was recorded as follows:

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

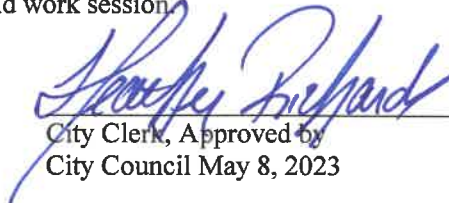
Nays: None

## 3. ADJOURNMENT

There being no further matters for discussion Council President Pro Tempore Pritchard adjourned the pre-meeting at approximately 6:35 pm.

**4. 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 25, 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.



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City Clerk, Approved by  
City Council May 8, 2023

**MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK  
APRIL 25, 2023**

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

The City Council of the City of Mountain Brook, Alabama met in person at 7:00 p.m. on the 25<sup>th</sup> day of April, 2023 (others were allowed to listen to the meeting by way of Internet video conference). Council President Pro Tempore Pritchard called the meeting to order and the roll was called with the following results:

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

Absent: Virginia C. Smith, Council President

Also present were City Attorney Carl Johnson, City Manager Sam Gaston, and City Clerk Heather Richards.

The Council President Pro Tempore Pritchard stated that a quorum was present and that the meeting was open for the transaction of business

**1. PRESENTATION BY LEADERSHIP MOUNTAIN BROOK STUDENTS (APPENDIX 5)**

Presentation 1-Randi Cron, Lily Johnson, Charlotte Robbins, Jackson Herron, and Halli Hollingsworth

- Proposed a website for all the volunteer opportunities around Mountain Brook
- Website would be helpful for community members looking for volunteers
- Website consists of: Upcoming events page, a Home page, a get involved page, and a “contact us” page
- Want to a newsletter in addition to a website
- The upkeep of website will be managed by Leadership Mountain Brook
- Cost: Startup cost \$100 and \$10 a month to maintain the domain

Presentation 2-Oliver Salter, Stutts Everette, Henry Sullivan, and Jack McDonald

- Proposed installing two pickle ball courts at Overton Park
- Prior to the pickle ball courts in Crestline, the only pickle ball courts were in Country Clubs
- Worked with Shanda Williams to develop the design of the courts
- To reduce noise: moved the pickle ball court closer to the parking lot
- Total cost: \$25,000 (includes materials and labor), conversion estimate: \$12,300.
- Have 3 ideas to lower price: 1.) Sell t-shirts, 2.) Sell raffle tickets, and 3.) Pickle ball tournament

Presentation 3-Mallie Robinett, Mary Francis Springville, Hannah Blalock, Abigail Sharp, Lauren Jones, and Rachael White

- Proposed a summer movie series for the community
- Want to have it on Crestline field
- Want to show 3 movies during the summer: Parent Trap, Sing, and Moana
- Movie dates: June 1<sup>st</sup>, July 8<sup>th</sup>, and August 3<sup>rd</sup> from 6:30pm-8:30pm

- Would advertise on Instagram, What's Happening in Mountain Brook, Village Living, posters, and banners (budgeted \$500 for advertising)
- Need to rent screen and projector
- Cost: \$3,350 and \$950 (per movie night) to rent screen, projector, and audio

Presentation 4-Martha Anderson, Evelyn Berry, and Laura Buha

- Proposed creating a scavenger hunt for summer of 2023 called "Schools Out Scavenger Hunt"
- Scavenger Hunt would take place: June 1 through August 1<sup>st</sup>
- Scavenger Hunt for children aged 5-12
- There would be different challenges for the children to complete
- Would advertise on Instagram, What's Happening in Mountain Brook
- At the end of the summer, boards can be put into a raffle for Village Gold (\$100, \$50, \$25, and \$25)
- Ask is for Village Gold for the winners and stickers

## 2. PRESENTATION OF THE ANNUAL FINANCIAL AUDIT OF THE CITY AS OF AND FOR THE YEAR ENDED SEPTEMBER 30, 2022

Jason Harpe-Carr Riggs & Ingram LLC

- Cities should have 90 days in general fund balance, Mountain Brook surpasses this with 6 months
- City borrowed 6 million for fire station
- Net pension liability 29 Million
- Net OPEB liability 2.5 Million
- Funding additional amount into the net pension and OPEB liability

Catherine Cannon-Carr, Riggs & Ingram LLC

- Single Audit-3<sup>rd</sup> year the City has had a single audit due to the federal grants (no findings to report)

Lloyd Shelton-Council Member

- No such risks or exposures noted in terms of potential errors in the financials and no significant difficulties in dealing with management
- The city has a significant amount of money on reserves at various institutions, the demand deposit is FDIC insured and is part of the SAFE program

Jason Harpe

- State Treasurer came up with the SAFE program for governments and participating banks which covers excess FDIC risk
- Mountain Brook's CDs are all below FDIC limit

## 3. CONSENT AGENDA

Council President Pro Tempore Pritchard 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 April 10, 2023, regular meeting of the City Council

Approval of the minutes of the April 19, 2023, special meeting of the City Council

<b>2023-066</b>	Execute an Employee Assistance Program Service Agreement with Employee Assistance Services (EAS)	Exhibit 1, Appendix 1
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<b>2023-067</b>	Authorize the sale or disposal of certain surplus property	Exhibit 2, Appendix 2
<b>2023-068</b>	Authorize the change order No. 1 with respect to the Junior High drainage project (Resolution No. 2022-179)(Project# B-20220926-823)	Exhibit 3, Appendix 3

Thereupon, the foregoing minutes and resolutions (Nos. 2023-066 through 2023-068), were introduced by Council President Pro Tempore Pritchard and a motion for their immediate adoption made by Council Member Garner. 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: William S. Pritchard III, Council President Pro Tempore  
Lloyd C. Shelton  
Gerald A. Garner  
Graham L. Smith

Nays: None

Abstained: None

Council President Pro Tempore Pritchard thereupon declared that said minutes and resolutions (Nos. 2023-066 through 2023-068) were adopted by a vote of 4—0 and as evidence thereof she signed the same.

#### **4. PUBLIC HEARING TO REMOVE THE RUMBLE STRIPS NEAR THE “S” CURVE ON OVERTON ROAD BEFORE THE NORTH WOODRIDGE INTERSECTION**

Richard Caudle-Skipper Consultants

- There are acceptable alternative to the rumble strips
- Recommendation options: 24/7 flashing light and vehicle detection light (that flashes only when a vehicle approaches)
- The light would be shielded and aimed at oncoming traffic
- Council Member Graham Smith had an idea to install a specialty sign that indicates a “hairpin curve” ahead to add to the caution of the dangerous curve ahead

Mimstewart Webb-2807 Overton Road

- Inquired as to the signs on Overton Road coming up to the curve

Richard Caudle

- There is a curve sign that shows intersection, then a “Be prepared to stop” sign, and then signs with chevrons
- If approved, the lighted sign would take 30 weeks to come in
- Would recommend not removing the rumble strips until the lighted sign is installed

Ryan Ramage-2805 Overton Road

- Does not want the rumble strips to remain for 30 weeks for the lighted sign to be installed
- The rumble strips are a horrible nuisance

Gerald Garner-Council Member

- Recommended removing the rumble strips when the new sign is installed and not waiting until the flashing light is installed

Brooke Slaughter-2801 Overton Road

- Concern is light pollution from the lighted sign
- Wants to try the sign first before installing the flashing light

Billy Pritchard-Council President Pro Tempore

- Wants to follow the recommendation of the traffic engineer to avoid exposing the City to potential liability

Bob Montgomery-2815 Overton Road

- Overton remains the only main thoroughfare in Mountain Brook that does not prohibit trucks to utilize
- A lot of traffic on Overton Road is not neighborhood traffic and is instead it is motorist attempting to get from Highway 280 to Interstate 459
- Would advocate removing Overton Road as an access road to Highway 280
- Overton Road also has a slope and trucks use jake braking when going down the hill which is very loud
- Some cities utilize noise abatement ordinances in neighborhoods
- To solve the problem is to reduce traffic on Overton Road

Council Member Shelton made a motion to have Richard Caudle with Skipper Consultants to order the directional flashing light (Option 5) on Overton Road and order a new and effective sign to warn motorist of the hairpin curve ahead on Overton Road. The motion was seconded by Council Member Garner. Thereupon, Council President Pro Tempore Pritchard called for vote with the following results:

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

Nays: None

Council President Pro Tempore Pritchard declared that the motion (No. 2023-069) is hereby adopted by a vote of 4—0 (Exhibit 4, Appendix 4)

Richard Caudle

- On a temporary basis (between time when the new sign and flashing light is installed) could remove the last 3 sets of rumble strips

Gerald Garner

- Would like to remove the rumble strips and put in new sign

Billy Pritchard

- Feels it is exposing the City to liability if the rumble strips are removed before installing the flashing light

Richard Caudle

- Since the City has taken action (by the motion to order the flashing sign) the City is not exposed to liability by removing all of the rumble strips awaiting the flashing light

Carl Johnson-City Attorney

- Council has discretion to remove the rumble strips immediately
- If the Council removed the rumble strips immediately, it would not place the City in undue risk of liability
- If the council feels the public interest is served by removing the strips immediately, he would endorse it

Council Member Garner made a motion to install the new sign, remove the rumble strips, and then install the new directional light with vehicle detection. The motion was seconded by Council Member Shelton. Thereupon, Council President Pro Tempore Pritchard called for vote with the following results:

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

Nays: None

Council President Pro Tempore Pritchard declared that the motion (No. 2023-070) is hereby adopted by a vote of 4—0 (Exhibit 5)

## 5. ANNOUNCEMENT

Council President Pro Tempore Pritchard announced the City Council shall hold a Special Meeting on Monday, May 1<sup>st</sup>, 2023 at 6:00 p.m. for a public hearing - request to rezone property from Residence B district to Planned Unit Development (PUD) district - 2305 Montevallo Road, Montevallo Road Partners, LLC

## 6. ANNOUNCEMENT

Council President Pro Tempore Pritchard announced the City Council will have a Special Meeting on Tuesday, May 2<sup>nd</sup>, 2023 at 5:30 p.m. to discuss drainage options for Richmar Drive and Mountain Avenue

## 7. ANNOUNCEMENT

Council President Pro Tempore Pritchard announced the next regular meeting of the City Council is May 8, 2023, 7:00p.m.

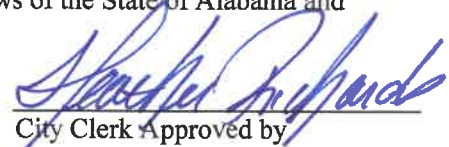
## 8. ADJOURNMENT

There being no further business to come before the City Council, Council President Virginia Smith adjourned the meeting at approximately 8:15 p.m.

## 9. CERTIFICATION



I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the regular meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Council Chamber (Room A-108) on April 25, 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 May 8, 2023

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**EXHIBIT 1**

**RESOLUTION NO. 2023-066**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of an Employee Assistance Program Service Agreement, in the form as attached hereto as Exhibit A subject to such minor changes as may be determined appropriate by the City Attorney, between the City and Employee Assistance Services (EAS).

**APPENDIX 1**

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**EXHIBIT 2**

**RESOLUTION NO. 2023-067**

**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**

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**EXHIBIT 3**

**RESOLUTION NO. 2023-068**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the execution of change order No. 1 with respect to the Junior High drainage project (Resolution No. 2022-179) (Project # B-20220926-823) in the amount of \$120,000.00 (One Hundred Twenty Thousand dollars).

APPENDIX 3

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EXHIBIT 4

**MOTION NO. 2023-069**

Council Member Shelton made a motion to have Richard Caudle with Skipper Consultants order what is needed for the directional flashing light (Option 5-vehicle detection light, as described hereto in Exhibit A) on Overton Road and order a new and effective sign to warn motorist of the hairpin curve ahead on Overton Road. 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: William S. Pritchard III  
Gerald A. Garner  
Graham L. Smith  
Lloyd C. Shelton

Nays: None

Abstained: None

Council President Pro Tempore thereupon declared that said motion (No. 2023-069) was adopted by a vote of 4—0.

APPENDIX 4

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EXHIBIT 5

**MOTION NO. 2023-070**

Council Member Garner made a motion to replace the sign on Overton Road, remove the rumble strips, and then install the new directional light with vehicle detection. The motion was seconded by Council Member Shelton. Then, upon the question being put and the roll called, the vote was recorded as follows:

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

Nays: None

Abstained:     None

Council President Pro Tempore thereupon declared that said motion (No. 2023-070) was adopted by a vote of 4—0.

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APPENDIX 5

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CITY OF MOUNTAIN BROOK Employee Assistance Program Service Agreement Effective Date:

This Agreement is made by and between EMPLOYEE ASSISTANCE SERVICES (EAS) and the CITY OF MOUNTAIN BROOK (Client company) to develop and provide an Employee Assistance Program for all employees and dependents, as defined below and subject to the following terms and conditions.

A. Description of Services

EAS will coordinate and operate the Behavioral Health Program ("Program") established for the Client company, as described below, as an integral component of the Client company's employee benefits program.

- EAS will offer external, confidential assistance to enhance a. the health and safety of the Client company's employees b. restoration of acceptable attendance, behavior and productivity of the Client company's employees; and ultimately, c. reduction of losses to the Client resulting from such needs.

EAS will provide confidential counseling for the Client company's employees and their covered family members (spouses and eligible unmarried children to age 26) for (but not limited to):

- Anger Management Co-Dependency Depression / Anxiety Grief Marital (Relationship) Issues Substance Abuse and Dependency Adolescent Issues Blended Family Issues

EAS providers will meet with employees and family members face-to-face, by phone or telehealth.

EAS provides short-term, solution-based counseling by highly qualified providers. Employees or Covered Family Members receive up to 6 sessions per year.

EAS will work with the Client company to provide training to designated employees on a variety of topics at a rate of \$350.00 per hour.

EAS will conduct Critical Incident Stress Debriefing for affected employees at a rate of \$350 per hour.

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EAS CONTRACT (page 3)

performance evaluation. EAS shall not be required to make records available that would reveal the identity of persons receiving counseling services.

F. Independent Contractor Status

In the performance of services hereunder, the relationship of EAS to the Client company shall be that of an independent contractor, and not that of an employee or agent.

G. Confidentiality

All information furnished by the Client company shall be used only in performance of services hereunder. EAS shall not disclose to any person or organization, during the period of this Agreement or for five years thereafter, without prior written consent information not in the public domain relating to business, designs, plans, methods, or processes that EAS may acquire in performing services hereunder to otherwise. All information furnished to EAS or about employees receiving EAS services shall not be disclosed to any person or organization, except as permitted by applicable federal law and for carrying out the purposes of the EAP.

H. Insurance

EAS and all EAS providers shall, at their sole cost and expense, procure and maintain policies of general liability and professional liability and other insurance as may be necessary and considered "community standard" to protect themselves and their employees against any claims, liabilities, damages or judgments that may arise out of the EAS services provided, or to be provided, under this Agreement.

EAS CONTRACT (page 4)

I. Eligibility

The Client company will provide EAS an electronic file of all eligible participants prior to the start date of the contract and again on or near the renewal date each year thereafter.

J. Termination

1. Voluntary Termination. After the first anniversary of this Agreement, the Client company may terminate this Agreement in its entirety, effective as of the last day of any month, by notifying EAS in writing at least 60 days prior thereto. Any such termination shall be without further payment except that payment shall be made for EAS services performed satisfactorily prior to termination, to the extent unpaid at termination. In the event that the contract is terminated early, the prepaid compensation shall be refunded to the City within 60 days of the contract termination.

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EAS will conduct supervisory trainings on "How to Spot a Troubled Employee." This training covers proper documentation and detailed instructions on how to include EAS in the corrective process when an employee's performance is suffering. We will provide one of these supervisor trainings free of charge. If additional training sessions are required, we will provide them at \$350 per hour.

EAS will provide management and supervision with consultation on managing specific employer / employee problem areas.

EAS will assist in the counseling of employees with positive drug screens, as dictated by the Client company's policy, through assessment, referral to the least restrictive appropriate treatment, and follow-up and supportive counseling for the employee and covered family members.

EAS will confidentially maintain records on Program operation, including case files, number of sessions and categories of problems encountered.

EAS will provide the Client company with utilization reports, but without disclosing the individuals' identities.

- EAS also provides: Wallet cards for all employees with EAS contact information Posters as a reminder of the benefits (to go in break rooms or posting areas) A quarterly on-line newsletter for each employee An "on line" library

A one-time charge of \$200 will be applied to cover the printing cost of these supplies.

B. Term

The effective start date for this Agreement is July 1, 2023. The term of this Agreement shall be for one year subject to the provisions of this Agreement with an automatic renewal for one-year periods after the initial term, unless terminated in accordance with paragraph K.

C. Compensation

EAS will be paid at a rate of \$8,265 annually for counseling services, based on an employee count of approximately 246. These payments will be made in advance on an annual basis. In addition, the Client company will pay \$350 per hour for trainings provided.

D. Invoicing

EAS shall furnish the Client company, as directed, an invoice covering its fees on an annual basis. Compensation shall be payable within thirty (30) days of receipt of invoice from the Client company.

E. Examination of Records

During the term of this Agreement and for a period of two years thereafter, the Client company shall have the right to audit EAS records related to this Agreement for purposes that include utilization review and

DOCSBHM24060801

APPENDIX 1

EAS CONTRACT (page 4)

2. Termination for Breach. Either party may terminate this Agreement at any time if the other party breaches a material term or condition of this Agreement and fails to cure the breach within thirty (30) days after receipt of written notice of the breach from the non-breaching party.

K. Governing Law

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

If the above terms and conditions are acceptable, please indicate by signing below.

EMPLOYEE ASSISTANCE SERVICES Laura Dunson, Executive Director

4-26-2023 Date

CITY OF MOUNTAIN BROOK Signature of Authorized Administrator

4-25-23 Date

ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MOUNTAIN BROOK AND EMPLOYEE ASSISTANCE SERVICES (EAS)

THIS ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT ("the/this Addendum") between the City of Mountain Brook, Alabama ("the City") and Employee Assistance Services (EAS) ("the Contractor") is entered between the parties.

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

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

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

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

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

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

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

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

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

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

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

APPENDIX I

- property damage with a combined single limit of not less than \$500,000 per occurrence.
- 2 Automobile Liability: If the work or services performed by the Contractor involves use of motor vehicles on public streets, Automobile Liability covering owned and rented vehicles operated by Contractor with policy limits of not less than Five Hundred Thousand Dollars (\$500,000) combined single limit and aggregate for bodily injury and property damage, per occurrence.
- 3 Workers Compensation: Workers' Compensation and Employers Liability as required by statute.
- 4 Professional Liability: If Contractor is providing professional services, Professional Liability covering Contractor's negligent acts, errors and omissions in its performance of professional services with policy limits of not less One Million Dollars (\$1,000,000) per claim and in the aggregate.

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

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

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

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

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

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

CITY: City of Mountain Brook CONTRACTOR: Employee Assistance Services  
 By: [Signature] By: [Signature]  
 Printed Name: Stewart Welch Printed Name: LAURA DUNSON  
 Title: Mayor Title: Executive Director  
 Date: 4-25-23 Date: 5-1-2023

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

CITY: City of Mountain Brook CONTRACTOR: Employee Assistance Services

By:  By: \_\_\_\_\_

Printed Name: Stewart Welch Printed Name: \_\_\_\_\_

Title: Mayor Title: \_\_\_\_\_ [This page left blank intentionally]

Date: 4-25-23 Date: \_\_\_\_\_

# MINUTE BOOK 93



Heather Richards <richardsh@mtnbrook.org>  
595

## Parks and Recreation Surplus:

- One (1) 2012 Ford F-350 Truck Vin: 1FT8X3C66CEB62089 (This vehicle is wrecked and has been totaled by Travelers, Insurance)

## Surplus Equipment

1 message

Micah Smith <smithm@mtnbrook.org> Tue, Apr 18, 2023 at 4:09 PM  
 To: Heather Richards <richardsh@mtnbrook.org>  
 Cc: Chris Thompson <thompsonc@mtnbrook.org>, Drew Evans <evansdr@mtnbrook.org>

Heather,

Attached is a list of serial numbers for shotguns we have deemed as surplus. Upon surplus approval by the City Council, they will be traded in for credit on the purchase of new shotguns.

**Corporal M. Smith**  
 Technical Services Officer  
 Mountain Brook Police Department  
 101 Tibbett St.  
 Mountain Brook, AL 35213  
 (205)902-3854



**CONFIDENTIALITY NOTICE:** This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use, dissemination or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

Remington 870 Pmax shotguns.docx  
 13K

APPENDIX 2

<https://mail.google.com/mail/u/0/?ik=90e4775052&view=pt&search=all&permmsgid=thread-f:1763549879415515817&siml=msg-f:1763549879415515817> 1/1

4/24/23, 10:01 AM

City of Mountain Brook Mail - Surplus Equipment



Heather Richards <richardsh@mtnbrook.org>

## Surplus Equipment

Micah Smith <smithm@mtnbrook.org> Mon, Apr 24, 2023 at 9:34 AM  
 To: Heather Richards <richardsh@mtnbrook.org>  
 Cc: Chris Thompson <thompsonc@mtnbrook.org>, Scott Stephens <stephensc@mtnbrook.org>, John Hodgens <jhodgens@mtnbrook.org>

Heather,

Please add a YUNEEC Model H520 Drone, SN: YU17510082B11A01, to the agenda as surplus property as well.  
(Quoted text hidden)

## Remington 870 Pmax shotguns

### Serial Numbers:

- RS24137R
- RS62384R
- RS62405R
- RS62371R
- RS62385R
- RS64288R
- RS62372R
- RS62402R
- RS64290R
- RS62374R
- RS62403R
- RS64296R
- RS62377R
- RS62404R
- RS64297R



596

Heather Richards <richardsh@mtnbrook.org>

### MINUTE BOOK 93

#### office chairs

1 message

Steve O'Dell <odells@mtnbrook.org>

To: Heather Richards <richardsh@mtnbrook.org>

Fri, Apr 21, 2023 at 12:38 PM

One lot of 7 office chairs. Fair condition.



**Steve O'Dell**  
City of Mountain Brook IT Dept  
Office: 205-802-3820  
Cell: 205-913-3176  
Fax: 205-874-0610  
Email: [odells@mtnbrook.org](mailto:odells@mtnbrook.org)

APPENDIX 2



i. Owner Contingency (included in original contract) = \$150,000

ii. Approved changes/credits to date that have been billed against Owner Contingency:

Amount	Change Order	Description
\$10,750	Original Contract with Building & Earth	Compaction and Rock Testing
\$74,699	Unsuitable Soils	Unsuitable materials encountered when installing storm across the field requiring additional materials and labor
\$32,830	Added Gabion Wall at Pond	Additional stack of gabion baskets added to pond on west side to allow for more landscaping buffer
(\$38,922)	Water Line Credit	Credit received for scope of water line being reduced from original scope
<b>\$70,643</b>	<b>Remaining Owner Contingency to Date</b>	

iii. New Changes for City Consideration:

Amount	Change Order	Description
\$150,000	Additional Rock	Allowance of 650 CY in base bid; 716.563 CY used as of April 5 <sup>th</sup> , 2023 (66 CY +/- over Base Bid) + additional 700 +/- CY anticipated for remainder of Phase 2. Contract unit price for rock = \$195/CY
\$3,848	Undermined Asphalt	Additional asphalt paving required due to undermining of asphalt that occurred when excavating to install the storm pipe in the alley
\$20,000 <i>estimated fee, B&amp;E to provided proposal for additional services</i>	Additional Services Building & Earth	Due to additional visits and rock quantification that exceeds original scope
(\$10,000) <i>projected credit to be confirmed by Contractor</i>	VE Wall Option in Alley (block wall to concrete retaining wall)	VE option to change segmental block wall in alley to be replaced with concrete retaining wall and eliminating portion of curb & gutter
<b>\$163,848</b>	<b>Sum of New Change Requests</b>	

**Requested Amount for City Council Consideration = \$120,000\***

*\*rounded up for budgetary purposes*

\$163,848	-	\$70,643	+	\$25,000	=	\$118,205
Sum of New Change Requests	-	Remaining Owner Contingency	+	Contingency to hold for Remainder of project	=	

Introduction

This report serves as an addendum to a report issued by Skipper Consulting, Inc. on October 20, 2021 regarding the intersection of Overton Road at North Woodridge Road in the City of Mountain Brook, Alabama. This previous report showed that, between the years 2011 and 2021, the intersection of Overton Road at North Woodridge Road experienced a total of 21 crashes, of which 10 crashes were rear end crashes on Overton Road eastbound (moving away from U.S. Highway 280) to the west of the intersection of North Woodridge Road. The specific crash reports indicated that drivers encountered an unexpected stopped queue of vehicles on Overton Road eastbound because of limited visibility due to the curve on Overton Road west of North Woodridge Road. The previous report recommended two actions to mitigate the crash pattern: 1) install a PREPARE TO STOP sign on Overton Road eastbound west of the curve, and 2) install a set or rumble strips on Overton Road eastbound west of the curve. The rumble strips were installed by the City of Mountain Brook Public Works Department around November 1, 2021.

Subsequent to the installation of the rumble strips, the City of Mountain Brook has received complaints from citizens living adjacent to the rumble strips on Overton Road because of the noise generated by the rumble strips. Therefore, the City commissioned this study to determine if the rumble strips should be removed and if the City should take any alternative action to replace the rumble strips with a different traffic control measure.

Crash History

In the previous Skipper Consulting, Inc. study the last crash record included in the study was dated October 28, 2020. Additional crash reports for the intersection of Overton Road at North Woodridge Road were obtained from the Mountain Brook Police Department. Since October 28, 2020, two crashes have occurred at the intersection of Overton Road at North Woodridge Road.

The first crash occurred on July 12, 2021. The crash occurred when a passenger car was turning left from Overton Road onto North Woodridge Road and was struck by a dump truck traveling westbound on Overton Road. The crash resulted in one injury. The crash occurred during daylight conditions and dry pavement.

The second crash occurred on October 9, 2021. This was a single vehicle crash which occurred due to loss of control of a passenger vehicle traveling eastbound on Overton Road entering the curve. The crash resulted in property damage only. The crash occurred during nighttime conditions and dry pavement.

It should be noted that no crashes have occurred at the intersection of Overton Road at North Woodridge Road after installation of the rumble strips. However, it should not be assumed that there is a direct correlation between the installation of the rumble strips and the absence of crashes. The amount of time which has elapsed following the installation of the rumble strips (17 months) is not a sufficient amount of time to reach a conclusion regarding the safety effect of the rumble strips.

In summary, during the 13.5 hours of observations, 10 queues were seen to back up to and/or around the curve. There were three instances where vehicles either braked hard or came to an abrupt stop at the end of these queues.

Alternatives and Recommendations

The purpose of the rumble strips on Overton Road is to draw drivers' attention to a potentially hazardous situation which may not be readily apparent due to curvature of the road. In an effort to accommodate the citizen requests, several alternatives were developed and a preliminary cost estimate for implementation was developed. These alternatives are enumerated as follows:

1. Leave the rumble strips in place (no cost)
2. Remove some, but not all of, the rumble strips (no significant cost)
3. Remove the rumble strips (no significant cost)
4. Remove the rumble strips and install a 24/7 flashing warning light (\$16,000 +-)
5. Remove the rumble strips and install a flashing warning light with vehicle detection (\$24,000 +-)
6. Remove the rumble strips and install a radar activated speed warning sign (\$24,000 +-)

Skipper Consulting, Inc.'s comments on the alternatives are as follows:

- Alternative 3 – remove the rumble strips - is not recommended due to proven crash history.
- Alternatives 1 and 2 – leave the rumble strips or remove some of the rumble strips – are viable but are not the most desirable because there are alternatives which, in our opinion, could replace the rumble strips with another effective means of alerting drivers to the impending hazardous situation and thus provide a positive response to citizen complaints.
- Alternative 6 – remove the rumble strips and install a radar activated speed warning sign – is a viable option, but not recommended due to the increased rate of failure and subsequent maintenance requirements of a radar-based system. When the radar activated sign is non-functional, all warning is lost.
- Alternatives 4 and 5 – remove the rumble strips and install a flashing warning light – represent the recommended solution to provide driver warning and respond to the citizen complaints. Additional thoughts regarding Alternatives 4 and 5 are:
  - The choice between Alternative 4 and Alternative 5 comes down to two factors: 1) the increased cost to provide a vehicle detection system (+\$8,000) and 2) the ongoing maintenance required to ensure the vehicle detection system remains operational.
  - A potential drawback of Alternatives 4 and 5 are that the glow of the flashing lights may be visible from the back yards of 2807 and 2813 Overton Road. The lights would be aimed and shielded, preventing them from shining directly at the houses, but the glow of the lights may still be visible at night from the back yards of these two houses.
  - Should the vehicle detection fail (in Alternative 5), the warning lights would fail safe to flashing operation (thus resulting in Alternative 4).

A video recording was made of traffic on Overton Road eastbound from the second rumble strip up to curve. The recording was made on Thursday, April 6, 2023, starting at 6:00 a.m. and ending at 7:30 p.m. (a total of 13.5 hours). A screenshot of the video view is provided below. The purpose of the video recording was to observe the interaction of vehicles approaching the end of a queue on Overton Road eastbound. The results of the observations are discussed below.



- 7:32 a.m. Three slow-moving trucks were at the beginning of the queue. The queue extended around the curve. All vehicles in queue came to a smooth stop. No additional vehicles joined the end of the queue.
- 8:14 a.m. Slow-moving truck with additional vehicles queued behind. The queue extended past the last set of three rumble strips. One pick-up truck stopped abruptly at the end of the queue.
- 8:18 a.m. Slow-moving queue of cars. The queue eventually stopped and backed around curve. One panel truck and one passenger car braked hard at the end of queue.
- 8:53 a.m. The queue extended around the curve. A panel truck approached the end of queue at higher than typical speed. Did not have to brake hard.
- 1:30 p.m. The queue extended around the curve. All vehicles came to a smooth stop.
- 3:10 p.m. Slow-moving dump truck. Long queue of cars behind truck. The queue backed up to the curve. No cars joined the end of queue after it stopped.
- 3:18 p.m. Long slow-moving queue of cars. Queue backed up around curve. No cars joined the end of queue after it stopped.
- 3:52 p.m. Queue of cars moving at moderate speed. Queue backed up around curve. No cars joined the end of the queue after it stopped.
- 4:00 p.m. The queue of cars was well-spaced out and moving at moderate speed. Queue extended back beyond curve. The queue began moving before any more cars joined the end of queue.
- 4:44 p.m. The queue of cars moving rapidly and slowing to make the curve. The queue stopped at the curve. No additional cars joined the end of queue.

APPENDIX 4

- The benefits of Alternative 5 over Alternative 4 are: 1) a vehicle detection system may draw driver attention to the impending hazardous situation more effectively as the flashing lights go from dark to flashing as the vehicle approaches the sign, and 2) the impacts of the glow of the lights on residences will be diminished.



SAM S. GASTON  
CITY MANAGER

April 14, 2023

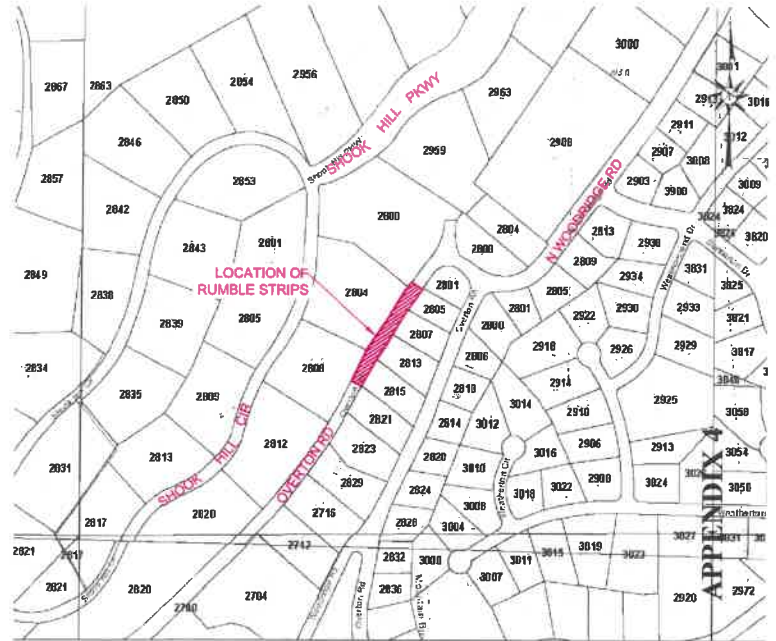
Dear Resident:

The Mountain Brook City Council will conduct an informal public meeting on the night of Tuesday, April 25, 2023 as part of our regularly-scheduled City Council meeting to discuss the possible removal of the rumble strips on Overton Road near the intersection of North Woodridge Road. (See attached map.) The meeting will begin at 7:00 p.m. in the City Council Chambers located at 56 Church Street, Mountain Brook, Alabama, 35213.

The City's consulting engineer will make a presentation regarding potential traffic control devices to replace the rumble strips. The public is invited to participate in the discussion. If you would like to comment but are unable to attend the meeting, please email any comments to the City Manager, Sam Gaston, at [gastons@mtnbrook.org](mailto:gastons@mtnbrook.org) or (205) 802-3800 before the meeting.

Sincerely,

Sam S. Gaston  
City Manager



# Leadership MB

City Improvement Projects



## Make a Difference MB

Presentation brought to you by Randi Cron, Jackson Herron, Charlotte Robbins, Halli Hollingsworth



## Why do we need It?



### ● Volunteer!

- Many High School students need volunteer opportunities for clubs that they are involved in.

April 25, 2023

### ● Internship!

- Students are always looking for internships to gain real world experience for the future.

### ● Community!

- Community members are always looking for different ways to get involved.
- It allows local businesses to connect with the community.

## Project 1

# Newsletter




We also plan to have a monthly newsletter to email people about different opportunities and internships.







90%

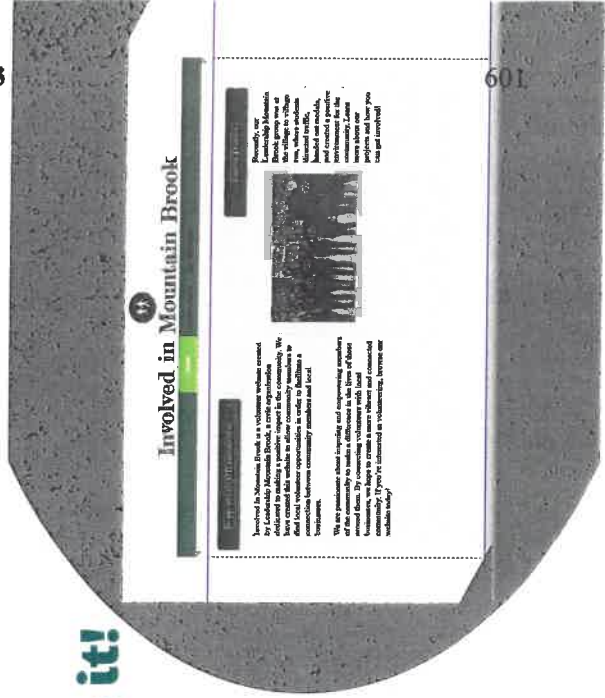
said that they would use the website

## Website Costs

-  \$100 to publish the website
-  \$10 a month to maintain the domain
-  [Makeadifferencemb.com](http://Makeadifferencemb.com)

## What's on it!

-  Home Page
-  Upcoming Events
-  Get Involved
-  Contact Us



# The Impact

## Opportunity

- Volunteering can help discover interest
- The chance to get involved in/join local causes

## Awareness

- Businesses and Nonprofits within the opportunity get to share their cause with volunteers

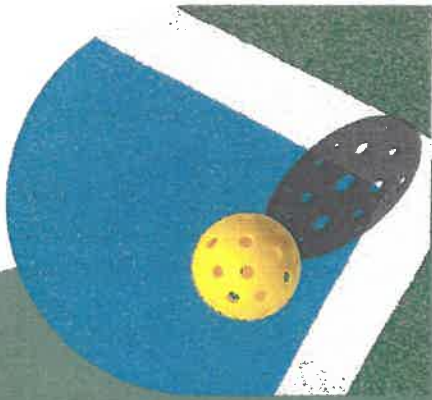
## Community

- Volunteering with the community creates pride in all of Mountain Brook's progress
- Opportunity for people to meet and interact with each other

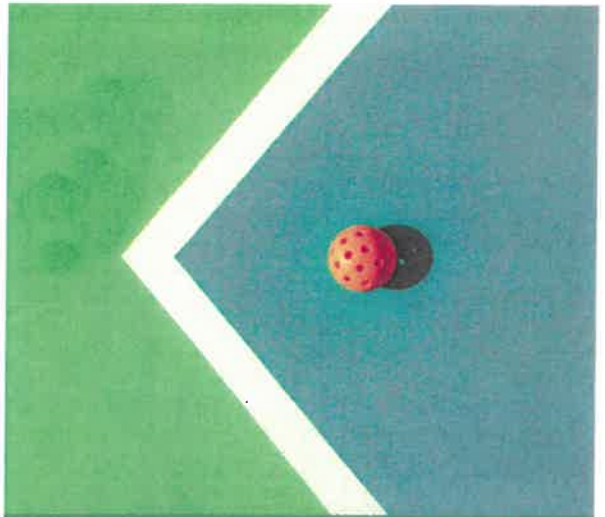


# Project 2

# APPENDIX 5



# Overton Park: Pickleball Courts



# What is pickleball?

Pickleball is an indoor or outdoor racket/paddle sport where two players, or four players, hit a perforated hollow plastic ball over a 36-inch-high net using solid-faced paddles.

Opponents on either side of the net hit the ball back and forth until one side commits a rule infraction.

## Problems | Solutions

### Parking

- Fire Station moving to a new location
- Expansion of Park
- New Parking

### Noise

- Current closing time - 9 pm
- New closing time - 7:30 pm or 8 pm
- Moving pickleball court towards the front (Away from residence)

## General Plan

1. The net and line of the tennis court, where the pickle ball courts will be placed, are to be removed
2. The two pickleball courts will be fenced in
  - a. Primarily for separation basketball court and new Pickleball courts
3. New Basketball Goal and lines
4. Shifting of Tennis Court for a larger play area for pickleball

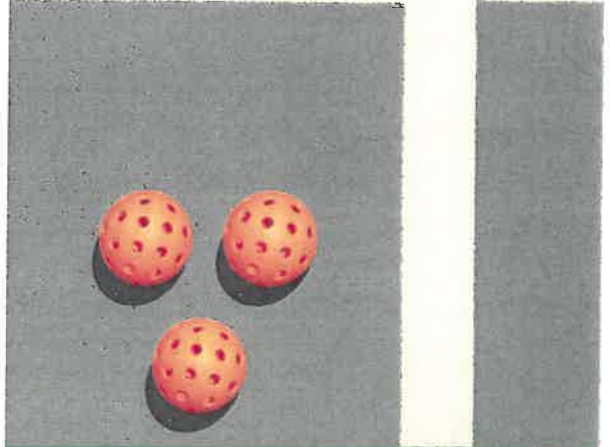


## Price Estimates

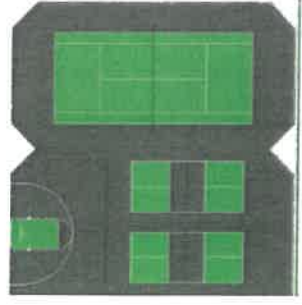
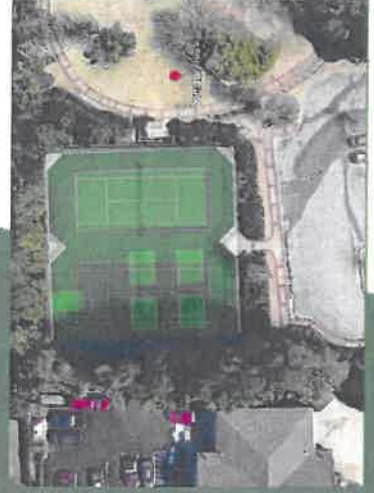
The total price estimate is roughly \$25,000 (based on materials and man hours).

The pickleball court conversion estimate, in coordination with the City, Williams and Linn Lower, is roughly \$12,000.

The conversion includes two pickleball posts and nets remaining, removing and moving of a new 80 inch pickleball goal, and a 60 ft long by 5 ft tall divider through the pickleball courts and new basketball area.

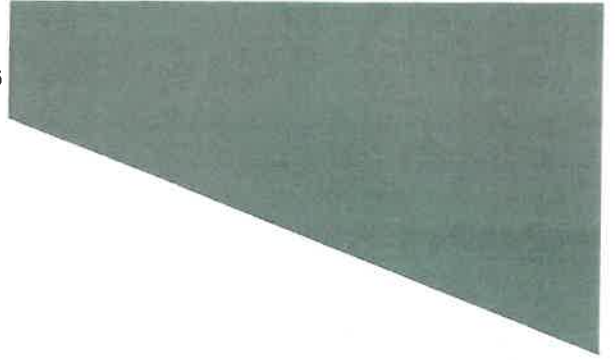
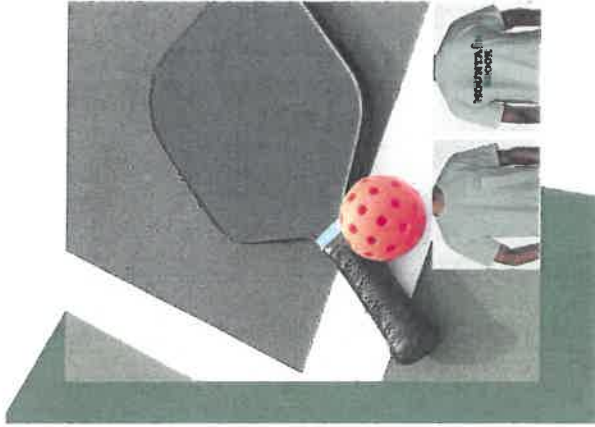


## Final Design by Linn Lower and Lower Bros



# Fundraising Ideas

1. T-Shirts
  - a. \$35 per t-shirt
2. Raffle Tickets
  - a. \$10 per raffle ticket for a pickleball set
3. Pickleball Tournament
  - a. Entry fee: \$50
  - b. Winners get \$200 - Village Gold (\$100 each)
  - c. Held: Crestline Pickleball Courts

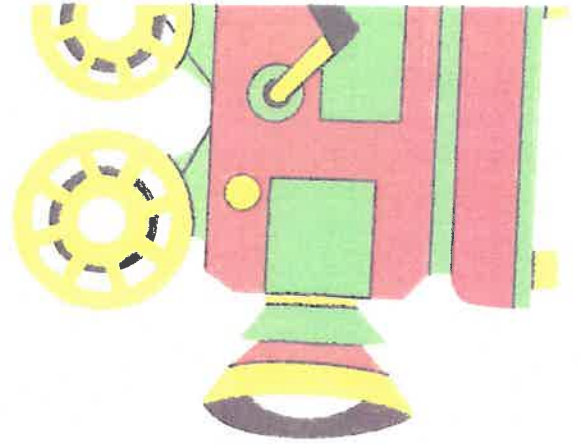


# Project 3



# Summer Movie Series

April 25, 2023



# Thank You



# Movies



The Parent Trap



Moana



SING!



## Who would want to come?

# Publicity

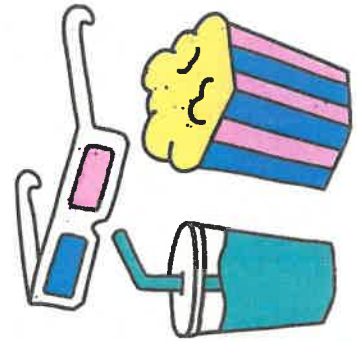
Chamber Instagram + other city Instagram accounts

OTMJ

Distribute Posters throughout village

Banner Ads on Village Living

What's Happening in Mountain Brook



June 1



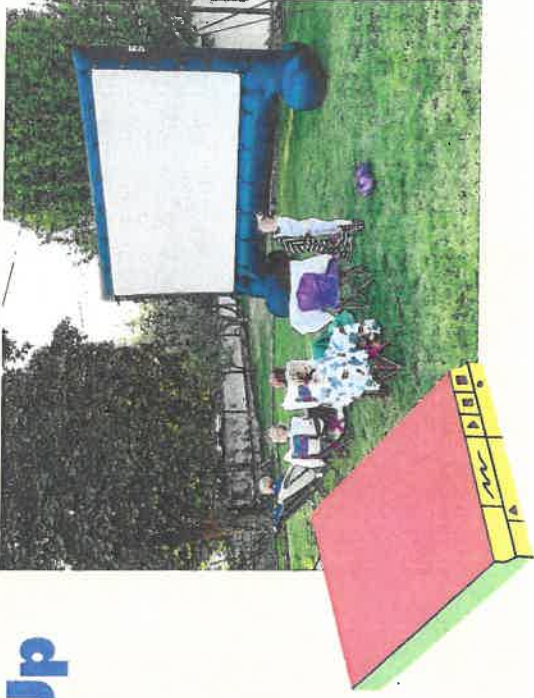
July 8

Dates  
6:30-8:30



August 3<sup>605</sup>

# Set Up



<b>Budget:</b>	
Audio Visual Set Up.....	\$950 per night
Publicity.....	\$500
	total cost: \$3350

Minutes & Agendas\Council\2023\20230425 Minutes.docx

## Project 4

# OUR ASK:

April 25, 2023



A community scavenger hunt for children is a fun way for them to explore local businesses and learn about their city. The purpose is to encourage children to become more familiar with their community, including the different types of businesses and landmarks that are available. It also promotes teamwork, problem-solving, and critical thinking skills as children work together to complete the scavenger hunt.

## Purpose



Hunt takes place from June 1 - August 1, 2023

Participants must be between ages 5-12.

## Rules and Guidelines



**Martha Anderson**



**Evelyn Berry**



**Laura Buha**

# MEET THE TEAM

# MARKETING



School's Out!  
Scavenger Hunt



## The Hunt!

- Grab a breakfast from your favorite local spot!
- Make a visit to City Hall!
- Make a visit to the Chamber of Commerce!
- Make a visit to the library and check out your favorite book!
- Grab Pizza from your favorite local restaurant!
- Attend the summer movie series!
- Take a walk with your family on Jemison Trail



**OUR  
ASK**

**APPENDIX 5**