

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
OCTOBER 23, 2023**

[As a convenience, members of the public were invited to listen and observe in the public meeting by Internet video conference. There were 0 virtual attendees at the meeting.]

The City Council of the City of Mountain Brook, Alabama met informally in-person at 6:15 p.m. on the 23rd day of October, 2023 (others were allowed to listen to the meeting by way of Internet video conference-no one did). Council President Smith 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
Graham L. Smith
Lloyd C. Shelton
Gerald A. Garner
Stewart Welch III, Mayor

Absent:

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

1. AGENDA

1. Traffic Island beautification project on Fairway Drive

Shanda Williams-Parks and Recreation Superintendent

- On Fairway Drive, there are two long narrow islands
- Worked with neighbors and the Board of Landscape Design to come up a plan
- Would like to remove old Cherry trees and plant a line of Oak trees
- Will need to remove the Cherry trees to determine how many Oak trees will be needed
- Have \$6,000 to put towards this project (confident this will be sufficient)

Virginia Smith-Council President

- Item added to the formal agenda (Resolution No. 2023-183)

2. Overbrook Road and Winthrop Avenue traffic signs and markings recommendations

Richard Caudle-Skipper Consultants

- Collected more data on Winthrop Drive, Alden Lane, and Norman Drive
- Additional survey showed there was no problem on Norman Drive
- Removed Norman Drive from the recommendation
- Issued two new plan sheets
- One plan sheet was a repeat of the Winthrop Avenue plan with the exception of tightening up the time by 15 minutes
- Recommending one-way on Winthrop Avenue start at 2:45pm
- Recommendation is to make Winthrop Avenue one-way going towards the school for the 30 minute period (this does not eliminate any parking)

- The other plan sheet showed a “no parking/carpool line only” treatment along Overbrook Road that consists of yellow stripe and signs
- The school was in favor of the striping; however, they were not in favor of any signage

Billy Pritchard-Council President Pro Tempore

- Spoke with the school and they do not want any signage
- Suggested waiting to do anything until the parking lot is open

Richard Caudle

- There is very little parking that occurs in the carpool lane
- When the parking lot is complete, there will be 35 spaces, which should decrease any parking
- Would agree on not taking any action on Overbrook until it can be reviewed after the parking lot is open

Lloyd Shelton-Council Member

- Inquired if changes are made on Winthrop, will some of the traffic shift over to the next street

Richard Caudle

- There will be no changes to parking on Winthrop, this is only changing the direction of traffic flow

Lloyd Shelton

- Inquired as to the speed limits in the area regarding the consistency (25pmh, 20pmh)
- Would like the speeds to be consistent

Jaye Loggins-Police Chief

- Typically residential areas are 20mph; however, one may be 25mph

Richard Caudle

- One reason for the differing speed limit is Alden Lane is a more narrow road than Norman and Winthrop Avenue

Lloyd Shelton

- Would like to hear from the residents that would be affected by this change

Sam Gaston-City Manager

- Will send out notices to the residents and move to the next council session

3. Parks/Recreation Board appointment

Shanda Williams-Parks and Recreation Superintendent

- Amiee Reese’s first term is ending
- She would like to renew for a second term
- The Park Board is in favor of renewal
- She is very active in helping with a lot of projects

Virginia Smith-Council President

- Item added to the formal agenda (Resolution 2023-184)

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

2. EXECUTIVE SESSION AND ADJOURNMENT

Council President Pro Tempore made a motion that the City Council convenes in executive session to discuss matters of litigation and real estate and that the City Council shall reconvene upon conclusion of the executive session to the regular council meeting. 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 Graham Smith. Then, upon the question being put and the roll called, the vote was recorded as follows:

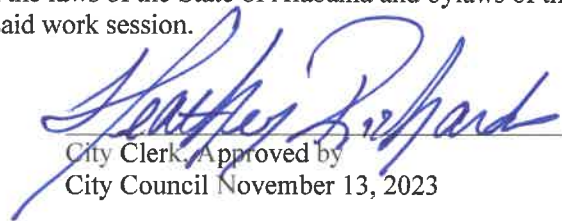
Ayes: Virginia C. Smith
William S. Pritchard III
Graham L. Smith
Lloyd C. Shelton
Gerald A. Garner

Nays: None

There being no further matters for discussion Council President Virginia Smith adjourned the pre-meeting at approximately 6:46 pm.

3. CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct synopsis of the discussion from the regular session of the City Council of the City of Mountain Brook, Alabama held at City Hall, Pre-Council Room (A-106) on October 23, 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 November 13, 2023

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
OCTOBER 23, 2023**

[As a convenience, members of the public were invited to listen and observe in the public meeting by Internet video conference. There were 0 virtual attendees at the meeting.]

The City Council of the City of Mountain Brook, Alabama met in person at 7:14 p.m. on the 23rd day of October, 2023 (others were allowed to listen to the meeting by way of Internet video conference-no one did). 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
Graham L. Smith
Lloyd C. Shelton
Gerald A. Garner
Stewart Welch III, Mayor

Absent:

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. AMERICAN INDIAN HERITAGE MONTH PROCLAMATION

Stewart Welch-Mayor

- Presented the proclamation to Jessie Schnipper

2. 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 October 9, 2023, regular meeting of the City Council

2023-173	National American Indian Heritage Month Proclamation	Exhibit 1
2023-174	Accept the proposal submitted by Sain Associates for surveying and engineering services with respect to the sidewalk on North Woodridge Road	Exhibit 2, Appendix 1
2023-175	Approve change order No. 4 with respect to the Jemison Trail Nature Trail Improvement Project (Resolution No. 2023-037)	Exhibit 3, Appendix 2
2023-176	Accept the proposal with Dream4 with respect to Mountain Brook employee leadership training	Exhibit 4, Appendix 3

2023-177	Execute a Service Agreement with Dream4 with respect to Mountain Brook employee leadership training	Exhibit 5, Appendix 4
2023-178	Recommend to the State of Alabama, Alcoholic Beverage Control Board, the issuance of a 020-Restaurant Retail Liquor license to Village Wolves Hospitality Group LLC, (trade name: The Rougaroux), 2716 Culver Road, Mountain Brook, AL 35223	Exhibit 6, Appendix 5
2023-179	Execute an audit engagement letter with respect to the City's annual independent financial audit	Exhibit 7, Appendix 6
2023-180	Authorize a Memorandum of Understanding with One Place Metro Alabama Family Justice Center	Exhibit 8, Appendix 7
2023-181	Execute a contractor agreement with Landscape Services LLC with respect to the Junior High School Detention Pond landscaping	Exhibit 9, Appendix 8
2023-182	Authorize the sale or disposal of certain surplus property	Exhibit 10, Appendix 9
2023-183	Authorize up to \$6,000 for materials and provide City labor and equipment to install beautification improvements on Fairway Drive traffic island	Exhibit 11, Appendix 10
2023-184	Reappoint Aimee Reese to the Parks and Recreation Board to serve without compensation, her term to end October 23, 2028	Exhibit 12, Appendix 11

Thereupon, the foregoing minutes, proclamation, and resolutions (Nos. 2023-173 through 2023-184), were introduced by Council President Virginia Smith and a motion for their immediate adoption made by Council Member Shelton. The minutes and resolutions were then considered by the City Council. Council Member Virginia Smith seconded the motion to adopt the foregoing minutes, proclamation, and resolutions. Then, upon the question being put and the roll called, the vote was recorded as follows:

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

Nays: None

Abstained: None

Council President Virginia Smith thereupon declared that said minutes, proclamation, and resolutions (Nos. 2023-173 through 2023-184) were adopted by a vote of 5—0 and as evidence thereof he signed the same.

3. ONE PLACE METRO ALABAMA FAMILY JUSTICE CENTER

Kelly Klehm-Deputy Director of One Place Metro Alabama Family Justice Center

- Thanked the council for their continued support

4. CONSIDERATION OF ORDINANCE (NO. 2152) ESTABLISHING THE DIVISION OF INVESTIGATIONS AND INSPECTIONS OF THE CITY OF MOUNTAIN BROOK FIRE DEPARTMENT AND TO DESIGNATE CERTAIN FIREFIGHTERS IN SAID DIVISION AS LAW ENFORCEMENT OFFICERS (EXHIBIT 13)

Chris Mullins-Mountain Brook Fire Chief

- The main benefit of getting this ORI and certain members of the fire department certified is for arson investigations
- Will give these fireman arrest powers and the ability to see investigations from start to finish
- Another benefit will allow fireman who are APOST certified to maintain their certification
- The fire department is not trying to be an independent law enforcement agency
- The fire department will work in conjunction with the police department
- There is no additional financial impact, any training will come out of their training budget

Jaye Loggins-Mountain Brook Police Chief

- The police department is in support of this ordinance
- From the arson investigation side, it is a no brainer, because the fire department is trained in that area
- This streamlines the process

Council President Virginia Smith introduced the ordinance in writing. It was then moved by Council President Pro Tempore Pritchard 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
Lloyd C. Shelton
Graham L. Smith
Gerald A. Garner

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 Pritchard then moved for the adoption of said ordinance. The motion was seconded by Council Member Garner. Thereupon, Council President Virginia Smith called for vote with the following results:

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

Nays: None

Council President Virginia Smith declared that the ordinance (No. 2152) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

5. COMMENTS FROM RESIDENCES AND ATTENDEES

(There were no public comments)

6. ANNOUNCEMENT

Council President Virginia Smith announced the next regular meeting of the City Council is November 13, 2023, 7:00p.m.

7. ADJOURNMENT

There being no further business to come before the City Council, Council President Virginia Smith adjourned the meeting at approximately 7:24 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 October 23, 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 November 13, 2023

EXHIBIT 1

PROCLAMATION NO. 2023-173

Whereas, the history and culture of our great nation have been significantly influenced by American Indians and indigenous peoples; and

Whereas, the contributions of American Indians have enhanced the freedom, prosperity, and greatness of America today; and

Whereas, their customs and traditions are respected and celebrated as part of a rich legacy throughout the United States; and

Whereas, Native American Awareness Week began in 1976 and recognition was expanded by Congress and approved by President George Bush in August 1990, designating the month of November, as National American Indian Heritage Month; and

Whereas, in honor of National American Indian Heritage Month, community celebrations as well as numerous cultural, artistic, educational, and historical activities have been planned;

Now, Therefore, I, Stewart H. Welch III, Mayor of the City of Mountain Brook, Alabama do hereby proclaim, November, 2023, as:

“NATIONAL AMERICAN INDIAN HERITAGE MONTH”

and urge the residents of our community, and communities across the country, to observe this month with the appropriate programs, ceremonies and activities.

EXHIBIT 2

RESOLUTION NO. 2023-174

BE IT RESOLVED by the City Council of the City of Mountain Brook that the City Council hereby accepts the proposal submitted by Sain Associates, in the form as attached hereto as Exhibit A, for surveying and engineering services with respect to the sidewalk on North Woodridge Road.

APPENDIX 1

EXHIBIT 3

PROCLAMATION NO. 2023-175

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby approving change order No. 4 with respect to the Jemison Trail Nature Trail Improvement Project (Resolution No. 2023-037).

APPENDIX 2

EXHIBIT 4

RESOLUTION NO. 2023-176

BE IT RESOLVED by the City Council of the City of Mountain Brook that the City Council hereby accepts the proposal with Dream4 , in the form attached hereto by Exhibit A, with respect to Mountain Brook employee leadership training.

APPENDIX 3

EXHIBIT 5

RESOLUTION NO. 2023-177

BE IT RESOLVED by the City Council of the City of Mountain Brook that the City Council hereby executes a Service Agreement with Dream4 , in the form attached hereto by Exhibit A, with respect to Mountain Brook employee leadership training.

APPENDIX 4

EXHIBIT 6

RESOLUTION NO. 2023-178

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby recommends to the State of Alabama, Alcoholic Beverage Control Board, the issuance of a 020 – Restaurant Retail Liquor license to Village Wolves Hospitality Group LLC, (trade name: The Rougaroux), 2716 Culver Road, Mountain Brook, AL 35223.

BE IT FURTHER RESOLVED that the City Clerk is hereby instructed to forward a copy of this resolution to the State of Alabama, Alcoholic Beverage Control Board.

APPENDIX 5

EXHIBIT 7

RESOLUTION NO. 2023-179

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes either the Mayor or City Manager to execute, for and on behalf of the City Council, the audit engagement letter, in the form attached hereto as Exhibit A, with respect to the City's annual independent financial audit.

APPENDIX 6

EXHIBIT 8

RESOLUTION NO. 2023-180

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that either the City Manager of the City or his designee is hereby authorized and directed, for and on behalf of the City, to authorize a Memorandum of Understanding with One Place Metro Alabama Family Justice Center, in the form as attached hereto as Exhibit A, subject to such minor changes as may be determined appropriate by the City Attorney.

APPENDIX 7

EXHIBIT 9

RESOLUTION NO. 2023-181

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that either the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the

City, to execute a contractor agreement, in the form as attached hereto as Exhibit A, between the City and Landscape Services, LLC with respect to the Junior High School Detention Pond landscaping.

APPENDIX 8

EXHIBIT 10

RESOLUTION NO. 2023-182

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 property, 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 9

EXHIBIT 11

RESOLUTION NO. 2023-183

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes City Manager to pay, or cause to be paid for and on behalf of the City, up to \$6,000.00 for materials and provide City labor and equipment to install beautification improvements on Fairway Drive traffic island as illustrated in Exhibit A attached hereto.

APPENDIX 10

EXHIBIT 12

RESOLUTION NO. 2023-184

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby reappoints Aimee Reese to the Parks and Recreation Board, to serve without compensation, her term to end October 23, 2028

APPENDIX 11

EXHIBIT 13

ORDINANCE NO. 2152

AN ORDINANCE ESTABLISHED THE DIVISION OF INVESTIGATIONS AND INSPECTIONS OF THE CITY OF MOUNTAIN BROOK FIRE DEPARTMENT AND TO DESIGNATE CERTAIN FIREFIGHTERS IN SAID DIVISION AS LAW ENFORCEMENT OFFICERS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA, IN SESSION DULY ASSEMBLED AND BY AUTHORITY THEREOF AS FOLLOWS:

1. There is hereby established the Division of Investigations and Inspections of the City of Mountain Brook Fire department.
2. Certain firefighters of the City of Mountain Brook Fire Department assigned to the Division of Investigations and Inspections ("Fire Investigators") are designated as law enforcement officers as defined by § 11-43-181, Ala. Code 1975, § 36-21-40(4), Ala. Code 1975, and Rule 1.4, Alabama Rules of Criminal Procedure, subject of the conditions and limitations set forth in this Ordinance.
3. Fire Investigators as law enforcement officers shall meet the minimum standards set out in Section 36-21-46, Code of Alabama, 1975 as amended, and complete the Alabama Peace Officers Standards and Training Commission (APOSTC) law enforcement academy and maintain certification as law enforcement officers as required by APOSTC.
4. Fire Investigators shall maintain public order and investigate the commission or suspected commission of offenses related to arson of fire prevention and protection. In connection with their activities, arson investigators shall be authorized to be armed and empowered with the full authority of law enforcement officers to make arrests and to take other such actions as may be legal, proper and necessary for the enforcement of all ordinances of the City of Mountain Brook and laws of the State of Alabama.
5. As law enforcement officers, Fire Investigators shall meet the minimum standards set out in § 36-21-46, Ala. Code 1975, complete the law enforcement academy, and maintain certification as law enforcement officers by Alabama Peace Officers Standards and Training Commission (APOSTC).
6. A firefighter assigned to the Division of Investigations and Inspections shall not be deemed to have changed a position of classification and the exercise of any law enforcement duties by said employee shall be deemed as a part of and arising out of the essential job functions of his or her existing firefighter position and shall not be supplemental thereto.
7. Severability. If any part, section, or provision of this Ordinance shall hereafter be declared unconstitutional or invalid for any reason, such declaration shall not affect the validity of any other section or provision of this Ordinance, which shall continue in full force and effect notwithstanding such holding.
8. Repeal of Conflicting Ordinances: Any Ordinances in conflict with this Ordinance shall be and is hereby repealed on the effective date of this Ordinance.
9. Effective Date. This Ordinance shall become effective upon approval and publication as required by law.

October 18, 2023

Mr. Ronnie Vaughn
City of Mountain Brook
3579 East Street
Birmingham, AL 35243

SUBJECT: Sidewalk on N Woodridge Road
SA Project #23-0297

Dear Ronnie:

We appreciate the opportunity to submit this proposal for surveying and engineering services. Following is a description of our understanding of your project and the scope of services that we propose to undertake.

General Project Understanding

The City of Mountain Brook will fund the construction of a sidewalk along N Woodridge Road from Robin Drive to Locksley Drive, for an approximate distance of 1660LF. This sidewalk section is a part of the City's Master Sidewalk Plan and will connect to existing sidewalks at the intersection of Robin Drive. The sidewalk will terminate at the intersection of N Woodridge Road and Locksley Drive. At a future date, the City intends to fund the continuation of this sidewalk southerly on Locksley Drive to connect to existing sidewalk previously installed by City forces.

This section of sidewalk was presented to the public on November 9, 2017. A portion of the map presented at this meeting is shown in Exhibit A. The public was mostly in favor of the sidewalk.

The sidewalk design is expected to include:

- 5-6' wide sidewalk (approximately 1660' in length) on the south side of the road. The south side of the road does present challenges with at least two properties with large trees and rock boulders. However, overall the terrain on the south side of the road versus the north is more conducive to a sidewalk with flatter grades and less power poles. This is also consistent with the map presented to the public in 2017.
- Sidewalk will be installed behind the existing curb and/or gutter. Replacement of existing gutter with new curb and gutter may be needed if an increase in elevation is required for tying grades in the Right of Way.
- New drainage inlets (Type B) and pipes may be needed to drain the new curbline.

The installation of the sidewalk is expected to stay within the N Woodridge Road Right of Way. The existing utilities will remain in place, except for one utility pole at the intersection of N Woodridge Road and Robin Drive and possible adjustments to water service lines and meters. Retaining walls and narrowing the pavement are not expected for the installation of the sidewalk but could become necessary to keep the installations within the Right of Way.

Engineering Better Partnerships

Sidewalk on N Woodridge Road
City of Mountain Brook
October 18, 2023
Page 3

Sidewalk Plans

The plans will include the following sheets:

- Cover Sheet with Index
- Typical section(s) and detail(s)
- Project Notes and Legend
- Plan and Profile with grading and drainage
- Traffic control notes
- Traffic control details
- Erosion control layout

The project will utilize ALDOT's technical specifications and standard drawings. Sain will prepare an opinion of probable cost for the City's use. Sain will submit plans and the opinion of probable cost to the City for review at 30% and 100% completion and will address comments received from the City.

The area of disturbance is estimated under 1 acre, therefore a permit from ADEM is not included in this proposal. Sain will communicate with owners of known utilities within the project area to determine if the proposed work will conflict with those facilities. If relocations of utilities are required, Sain will incorporate into the plan set any relocation plans and notes prepared by the utility companies.

Sain has budgeted the attendance of one meeting with the City regarding the project.

Contract Documents, Advertising and Bidding Services

Sain will prepare bidding and contract documents for the contractors to bid. Contract may be bid as a lump sum or as unit price line item, whichever is preferred by the city. The ALDOT specifications will be utilized as the technical specifications for the work. Sain will prepare any required special conditions for insertion into the contract documents. Sain will prepare an advertisement for bids to be placed in newspapers or their websites. Sain will respond to contractor's requests for information (RFIs) and handle any addendums if necessary. Sain will attend and lead the bid opening for the city, tabulate and review the bids for completeness and accuracy, then provide a recommendation to award.

Construction Inspection

Sain will conduct a pre-construction meeting with the contractor. Sain will also assist the City with property owner requests for information. Sain will perform part time construction inspection and oversight. Sain is estimating our work to consist of 1-2 site visits per week to consist of approximately 4 hours per visit, taking pictures, writing daily work reports, and performing concrete testing.

Exclusions

The following services are excluded from this proposal but can be provided if deemed necessary and requested by you: boundary survey, ALTA/ACSM survey requirements, setting of missing property corners, title review or research, setting metal caps for contra; staking, GPR, setting control to ALDOT standards, providing of utility contact information, tract sketches and legal descriptions, utility relocation designs, landscaping and lighting, geotechnical services, securing of funds or grants, coordination with any other



S A MINUTE BOOK

ASSOCIATES

Two Perimeter Park South
Suite 500 East
Birmingham, Alabama 35243
Telephone: (205) 940-4420
www.sain.com

Sidewalk on N Woodridge Road
City of Mountain Brook
October 18, 2023
Page 2

Scope of Services

Topographic Survey

Field locations will be gathered in order to establish Topographic and Right of Way locations on N Woodridge Road from Robin Drive to Locksley Drive in the City of Mountain Brook. Details of the limits are indicated in red on the attached Exhibit B. The limits will extend from the existing sidewalk near Robin Drive and terminate approximately 20' beyond the east side of the N Woodridge Road and Locksley Drive intersection and will provide coverage from the north edge of pavement of N Woodridge Road to 10' beyond the south Right of Way. The Right of Way will be shown, but individual property lines will not be shown.

Contours will be shown at 1-foot intervals and spot elevations will be shown in flat areas. Visible drainage structures will be shown indicating top and invert elevations as well as type and size of pipes. Visible improvements will be shown including buildings, walls, fences, sidewalks, curbs, parking areas, paved areas, and landscaped areas. Please note that in wooded areas tree lines will be shown in place of individual trees, with exception of locating the individual large trees within 15' of the existing edge of pavement located at 3101 N Woodridge Road. The rock retaining walls and boulders will be located at 3115 N Woodridge Road.

Utility locate request will be made to Alabama 811 to have underground utilities within the project corridor identified and marked. Once or if the underground utilities have been marked, we will gather field locations in order to show the underground utilities on the survey. Please note that utility locators contracted with the Alabama 811 often refuse to mark underground utilities lying outside the limits of public Right-of-Way. In addition, utility locators contracted with Alabama 811 often refuse to mark underground utilities for corridor surveys. If after five days, the underground utilities have not been marked a second and final ticket request will be made. If the underground utilities are not marked within five days of the second ticket request a note will be shown on the survey listing the 811 ticket locate number and the unmarked area that the ticket covers. We will perform research with the Jefferson County Judge or Probate in order to obtain Right-of-Way information throughout the survey corridor. Those documents along with field monumentation will be used to establish the existing Rights-of-Way throughout the survey corridor.

A basic control survey will be performed to locate and identify horizontal and vertical control points which will provide control in the project corridor and will be the basis of subsequent work. In addition, benchmarks will be monumented at intervals not to exceed 1000 feet along the project corridor. This control will be based State Plane Coordinate System (NAD83, Alabama West Zone). Elevations will be based on NAVD88 Datum.

The above survey will be drawn to ALDOT Cad standards (ALCAD) and provided in Microstation V8i or ORD format.

Sidewalk on N Woodridge Road
City of Mountain Brook
October 18, 2023
Page 4

agencies other than the City, construction services not specifically included above, geotechnical or materials testing, pavement design, structural.

Fees

We propose to provide the above described services based on the following fee schedule:

Topographic Survey	Lump Sum \$11,400
Sidewalk Plans	Lump Sum \$34,900
Contract Documents, Advertising and Bidding Services	Lump Sum \$11,500
Construction Inspection	Hourly with estimated budget \$20,000
Total Estimated Budget	\$77,800

Reimbursable expenses such as printing, shipping, plan/permit application fees, mileage, etc. are included in the above fees.

Procedures for Changes in Scope of Work

The scope of work documented herein is based upon information known as of the date of this proposal. Should future changes (e.g. site plan, regulatory, project phasing, additional meetings, etc.) necessitate changes in the scope of work, we will contact you to discuss the scope of the additional work and its impact to our contracted fees and project schedule. No additional work will be undertaken by Sain or our subconsultants without your authorization.

Terms and Conditions

This contract is subject to the enclosed Terms and Conditions. All subsequent services required by you outside the scope of service specified will be performed on a time and materials basis according to the schedule of rates enclosed. Any modification to this contract document must be approved in writing by both parties with approval indicated by each signatory's initials and the date of approval.

Proposal Limitations

We reserve the right to withdraw or modify this proposal if not contracted within 60 days.

Sain Associates has provided this proposal with the understanding that you have selected our firm to perform professional services based upon our staff's qualifications, experience and reputation and not solely upon the cost of the services proposed. We trust the fees outlined herein are acceptable and within your project budgetary plans. We look forward to commencement of the work and will be glad to address any questions or concerns you have regarding the technical scope and/or schedule of fees for this proposal. If you should request additional prices for the scope of work included herein from other consulting engineers and/or land surveyors, please consider our proposal withdrawn in order to comply with Alabama Administrative Code Chapter 330-X-14-.05(f).

Schedule

Once we receive the signed contract, Sain can prepare the survey within 6 weeks. Sain will work with the City to prepare a schedule for completion of the sidewalk plans and timeline for construction.



MINUTE BOOK



Thank you for the opportunity to provide this proposal. If you have any questions or need clarification on any item, please call me. We look forward to working with you.

Sincerely,

SAIN ASSOCIATES, INC.

Nathan Currie

Nathan Currie, P.E.
Project Manager/Associate
Alabama Reg. #32400

OFFERED:
SAIN ASSOCIATES, INC.
BY: Alicia Bailey, Practice Leader/Sr. Principal

Alicia Bailey

Signature of Authorized Representative

Date: 10/18/23

ACCEPTED:
CITY OF MOUNTAIN BROOK

BY: *Stewart Welch*

Signature of Authorized Representative

Stewart Welch

Plant Name & Title

Date: 10-23-2023

Enclosures:
Sain Terms & Conditions (sch. 2023)
Exhibit A
Exhibit B

EXHIBIT A (PUBLIC MAP DISPLAY 11/9/17)



EXHIBIT B (TOPOGRAPHIC SURVEY AREA)



APPENDIX I

Engineering Better Partnerships

SAIN ASSOCIATES, INC. TERMS AND CONDITIONS

Roles:	
Principal	\$210.00 - \$300.00 per Hour
Engineer/Planner	\$105.00 - \$160.00 per Hour
Senior Engineer	\$165.00 - \$220.00 per Hour
GS Professional	\$130.00 - \$150.00 per Hour
Designer	\$95.00 - \$140.00 per Hour
Surveyor	\$110.00 - \$155.00 per Hour
Survey Crew (1-Person)	\$11.00 per Hour
Survey Crew (1-Person + Robot)	\$165.00 per Hour
Survey Crew (2-Person)	\$170.00 per Hour
Survey Crew (3-Person)	\$240.00 per Hour
Survey Per Diem	\$170.00 per person per Night
Level 1 Inspector	\$90.00 - \$100.00 per Hour
Level 2 Inspector	\$85.00 - \$120.00 per Hour
Administrative Support	\$45.00 - \$98.00 per Hour

Reimbursable Expenses
Printing, contract carrier service, and travel expenses are not included within Consultant's basic fee and will be passed along to Client or cost plus 10%.

Payment
Payment for services by Consultant is to be made monthly based upon the percentage of work completed and invoice to Client. Client's obligation to pay for services rendered hereunder is in no way dependent upon its ability to obtain financing, to obtain payment from a third party, or to obtain approval of any governmental or regulatory agencies, or upon Client's successful completion of the project. Payment for services and expenses hereunder is due in full within thirty (30) days after receipt of invoice. For past due accounts in excess of 120 days Consultant will issue a past due statement with interest of 18% per month from said thirtieth (30th) day. Consultant may elect to seek assistance in collection of accounts in excess of 120 days in which case Client will be billed for attorney's fees for collection in the amount of 1/3 of the outstanding balance or such greater amount as the court finds reasonable. Consultant reserves the right to suspend services under this agreement until receipt of payment in full for all amounts due for services rendered and expenses incurred.

At Immigration Law Compliance
By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting there from.

Standard of Care
The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care ordinarily provided by members of Consultant's profession practicing under the same or similar circumstances and professional licenses of the same time and in the same locality, as expert testimony as is prudent considering the ordinary professional skill and care of a competent member of Consultant's profession. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

Responsibility of the Client
Client shall provide all criteria and full information as to Client's requirements for the Project, including budgetary limitations.

Reliance on Information Provided by Others
Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client. Client's Consultants and Contractors, and information from public records, without the need for independent verification.

Schedules, Budgets and Estimates or Options of Cost
Any schedules or completion dates, budgets, or estimates of cost prepared by Consultant represent Consultant's professional judgment based on its experience and available information. Since neither Consultant nor Client has control over the cost of labor, materials, or equipment, or contractor's methods of determining prices, competitive bidding or market conditions, utility conflicts or right-of-way acquisition agency approval times or actions of a Consultant Program Manager not employed by Sain, the Consultant cannot and does not warrant or represent that actual schedules, budgets or completion dates or actual costs will not vary from schedules or completion dates, budgets or estimates of cost prepared by Consultant or proposed, established, or approved by Client.

Approvals
Client agrees and acknowledges that the approval process necessary to maintain a project timeline is both unpredictable and outside of the Consultant's control. Consequently, the Consultant makes no representations as to its ability to timely achieve or to obtain said permits or approvals from any governing authority or outside agency.

Site Visit/Job Site Safety/Construction Phase Services
Consultant and Client acknowledge and agree that the Consultant shall not have responsibility and will not be liable for jobsite safety or construction means and methods, regardless of whether Consultant's scope of services documented herein include site visits during the construction phase. The Consultant is not responsible for, and shall by no means be liable for, the acts or omissions of any owner, contractor, subcontractor or material supplier.

Right of Entry
Client, at its sole cost and expense, shall furnish the Consultant, its agents, employees, and subcontractors a right-of-entry and any other authorizations or licenses needed for Consultant to enter the Project location to perform the services contemplated by this Agreement. Client agrees and acknowledges that the services provided by the Consultant may require certain activities that may disrupt the use of the Project's property location and may disturb, alter, or damage the terrain and vegetation thereabout and that Consultant will not restore the property to its original state.

Certifications
Consultant shall not be required to sign any documents, nor matter by whom requested, that would result in Consultant's having to certify, guarantee, or warrant the existence of conditions that Consultant cannot ascertain or verify. Further, Consultant and Client acknowledge and agree that Consultant shall not be

J:\Minutes & Agendas\Council\2023\20231023 Minutes.docx



SAIN ASSOCIATES, INC. TERMS AND CONDITIONS

expected to provide any certifications unless expressly agreed upon by Consultant, as evidenced in writing within the scope of Consultant's work involved to Client.

Unforeseen Conditions and Occurrences
If, during the course of performance of services pursuant to this Agreement, any unforeseen hazardous substance, material, object, element, or other unforeseen conditions or occurrences are encountered which, in the Consultant's judgment, materially affects or may affect the services to be provided hereunder, the risk involved in providing the services, or the scope of the services, Consultant will notify Client. Subsequent to that notification, Consultant may: (a) if practicable, in Consultant's judgment and with Client's approval, complete the original scope of services in accordance with this Agreement; (b) agree with Client to modify the scope of services and the estimate of costs to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) terminate the services effective on the date of notification for convenience.

Use of Electronic Media
Copies of documents that may be relied upon by the Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of the Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application, operating systems or computer hardware differing from those in use by Consultant at the beginning of the assignment.

Limitation of Remedies
Liability of remedies of Sain Associates, Inc., resulting from errors, omissions, or the negligence of Sain Associates, Inc., its agents or employees, pursuant to work under this agreement shall not exceed the lesser of the value of engineering or surveying services required to correct the deficiency or the basic consulting fee for work covered hereunder or the actual cost of the remedies. This provision is being agreed to as a result of the fees being charged.

Consultant's Choice of Arbitration or Court
Client and Consultant agree that if a dispute arises out of or relates to this Agreement, the parties will attempt to settle the dispute through good faith negotiations. If direct negotiations do not resolve the dispute, the parties agree to endeavor to settle the dispute by mediation prior to the initiation of any legal action unless delay in initiating legal action would irretrievably prejudice one of the parties. Mediation shall take place in Jefferson County, Alabama, and if a mediator cannot be agreed upon by parties, then it is agreed that AAA (American Arbitration Association) will appoint a mediator. If mediation is unsuccessful, any such dispute shall be subject to and resolved at the election of Consultant, by either arbitration in accordance with the Rules of the AAA or by a trial by judge in either the Circuit Court for Jefferson County, Alabama, or the United States District Court for the Northern District of Alabama.

Indemnification
Client and Consultant each agree to indemnify and hold the other harmless, and their respective offices, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

Force Majeure
Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

Termination of Contract
Client may terminate this Agreement with seven days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.

Ownership of Documents
All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain ownership and proper interest therein. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or Client's disclosure of any such documents to any third party.

Third Parties
Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Consultant. Consultant's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Consultant because of this Agreement or Consultant's performance of services hereunder.

Consequential Damages Waiver
Neither the Client nor the Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. The mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrecovered savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

Coexisting or Inconsistent Terms/Severability
In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provision of the body of the agreement shall prevail. Any provision of this Agreement which is held to be void or unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions.

Schedule 2023

October 23, 2023



Change Order




PROJECT: (Name and address) Jemison Trail Mountain Brook, AL	CONTRACT INFORMATION: Contract For: General Construction Date: May 22, 2023	CHANGE ORDER INFORMATION: Change Order Number: 004 Date: October 19, 2023
OWNER: (Name and address) The City of Mountain Brook 56 Church Street Mountain Brook, AL 35213	ARCHITECT: (Name and address) Nimrod Long and Associates, Inc. 880 Montclair Road, Ste 235 Birmingham, AL 35213	CONTRACTOR: (Name and address) C.S. Beatty Construction, Inc. 1 Civitan Place Birmingham, AL 35213

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
See Exhibit A, attached.

The original Contract Sum was	\$ 3,330,735.00
The net change by previously authorized Change Orders	\$ -172,669.50
The Contract Sum prior to this Change Order was	\$ 3,158,065.50
The Contract Sum will be decreased by this Change Order in the amount of	\$ 155,895.45
The new Contract Sum including this Change Order will be	\$ 3,002,170.05
The Contract Time will be increased by Zero (0) days.	
The new date of Substantial Completion will be unchanged.	

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Nimrod Long and Associates, Inc. ARCHITECT (Firm name)  SIGNATURE Joel Eliason, President PRINTED NAME AND TITLE October 19, 2023 DATE	C.S. Beatty Construction, Inc. CONTRACTOR (Firm name)  SIGNATURE Craig Beatty, Manager PRINTED NAME AND TITLE October 19, 2023 DATE	The City of Mountain Brook OWNER (Firm name)  SIGNATURE Stewart Welch, Mayor PRINTED NAME AND TITLE October 19, 2023 DATE
---	--	--

AIA Document G701 – 2017. Copyright © 1979, 1987, 2000, 2001 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 12:27:43 ET on 10/19/2023 under Order No.2114476171 which expires on 10/04/2024. It is not for resale. It is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents' Terms of Service. To report copyright violations, e-mail docsinfo@aiccontracts.com.
User Notes: (38BADA43)

Downloaded from <https://www.aia.org/contractdocuments> on 10/19/2023 12:27:43 ET



Change Order No. 4

Item	Quantity	Unit	Add/Deducts	Total
1. Mainhole Adjustment per County Requirements *Additional Tree Removal Not Included	1	LS	\$20,000.00	\$20,000.00
2. Topsoil - Fertilized & Installed	2,500	CY	(\$38.00)	(\$95,000.00)
Temporary Seed - Fertilized & Installed (per contract)	4	AC	(\$7,476.05)	(\$29,904.20)
Sod - Fertilized & Installed	1	LS	(\$9,000.00)	(\$9,000.00)
Pine Straw	1	LS	(\$64,036.00)	(\$64,036.00)
Credit for Brick Soldier Curb at Sidewalk (per Contract)	425	LF	(\$22.89)	(\$11,428.25)
Remove Trees on Phase 2 & Demo Tree Wells	1	LS	\$2,000.00	\$2,000.00
Demo Additional Sidewalk Lanes/Replaces with Topsoil on Phase 1	1	LS	\$16,341.00	\$16,341.00
#24 Stone (Fertilized & Installed on Phase 1 & Phase II Only)			Add:	\$16,841.00
a. Total Tons Delivered:	557	Tons		
b. Additional Tonnage (575 tons included on CO #3):	182	Tons	\$75.00	\$13,650.00
8910 (Fertilized & Installed on Phase I & Phase II Only)				
a. Total Tons Delivered:	414	Tons		
b. Additional Tonnage (315 tons included on CO #3):	39	Tons	\$38.00	\$1,482.00
			Add:	\$15,132.00
Total Credit:				(\$155,895.45)

APPENDIX 2

This Pricing Proposal reflects the desire of the City of Mountain Brook to partner with DREAM4 and refers to the service outlined in the agreed upon Scope of Work.

The following service will be priced as follows:

1. Leadership Development Plan
 - a. TIMELINE: November 2023 - October 2024
 - b. # of PARTICIPANTS: 14
 - c. PRICING: \$4,000 / month



For:

City of Mountain Brook

TOTAL

\$4,000 / month

Your signature below acknowledges receipt and agreement to this Pricing Proposal.

X

Signed:

DATE 10-23-2023

APPENDIX 3



© 2023 DREAM4 LLC. All Rights Reserved.

3

DREAM4: Pricing Proposal

Travel Expense Agreement

This agreement between the City of Mountain Brook establishes the guidelines DREAM4 Coaches and its team members will abide by throughout the duration of the Service Agreement. The DREAM4 Travel Expense Agreement reflects a desire to provide our coaches with the opportunity to rest and recharge without creating a financial burden on our client. Both parties understand changes may occur based on the amount of time required for services, changes in the economy, or a restructuring of the Service Agreement. If any changes are necessary, both parties will review, agree, and approve those changes.

DREAM4 works within the following travel specifications:

1. AUTOMOTIVE TRAVEL (**not applicable since client is local)
 - a. Gas will be expensed for the trip to the site, during the work, and for the trip home.
 - OR
 - b. Mileage will be kept and paid at the current federal rate
 - i. Unless another rate is agreed upon by both parties
 - ii. Mileage will be measured from the DREAM4 office to the site, from the hotel to the site and back, and from the site back to the DREAM4 office.
 - iii. Any mileage incurred outside of these parameters will not be billed to City of Mountain Brook
2. LODGING
 - a. Hotel/accommodations will be comparable in price and quality to Courtyard/Hilton hotels
3. AIRLINE TRAVEL
 - a. Should it be necessary to fly to a location, DREAM4 will shop for the best rates for each round-trip ticket.
4. MEALS
 - a. Meals stipend will not exceed an average of \$65 a day.
5. BILLING
 - a. A copy of DREAM4 travel expenses, with copies of receipts, will be invoiced monthly to City of Mountain Brook with payment upon receipt



This Service Agreement ("Agreement"), dated October 12th, 2023, is made and entered into by Dream4, LLC ("Dream4") and the City of Mountain Brook ("Company").

Services. Company has engaged Dream4 to work with Company's leadership team and team members described in Dream4's Scope of Work dated October 12, 2023.

Standard of Conduct. Dream4 will always conform to the highest professional standards of work and business ethics in providing its services to Company and its leadership and team members.

Term. This Agreement shall be effective as of the date above and shall continue for 12 months. Dream4 services shall begin on November 1, 2023 and will continue until October 31, 2024, unless terminated pursuant to this Agreement. Dream4 and Company may negotiate extending the term and other terms and conditions under which the relationship shall continue. Either party may terminate this Agreement as long as 60 days prior written notice is given.

Compensation. Company will timely pay for Dream4 services as described in the Dream4 Pricing Proposal attached hereto. Invoices are due upon receipt and considered late if not paid and received by Dream4 within 30 days of invoice date.

Mutual Confidentiality. For Dream4 to perform these services for Company, the parties will likely provide the other with Confidential Information. Both parties will rely upon the other party's integrity and prudent judgment to use this information only in the best interests of the other party. The provisions of this paragraph shall survive the termination of the Agreement and remain in full force and effect thereafter.

"Confidential Information" means any information proprietary or unique to the parties and that is disclosed during this Agreement, including the following: trade secret information; matters of a



© 2023 Dream4, LLC. All Rights Reserved.

APPENDIX 4

3

DREAM4: Service Agreement

technical nature such as processes, devices, techniques, data and formulas, research subjects and results; marketing methods; models, plans and strategies; information about operations, products, services, finances, key personnel, customers, and pricing policies; and any information concerning the marketing and other business affairs and methods which is not readily available to the public. "Confidential Information" also includes information of others that (1) is disclosed under this Agreement, (2) the party is obligated to protect from disclosure or restricted from using or both, and (3) that would constitute "Confidential Information" if the information belonged to the party.

Non-Solicitation. Both Parties agree that during the term of this Agreement, neither party will solicit, hire for employment or work with, on a part-time or full-time, for consulting, advising or on any other basis, any team member or independent contractor employed by the other party while this Agreement is in effect unless the other party has given written consent.

Responsibility upon Termination. All equipment and materials provided to the other party relating to or in furtherance of Dream4's services shall be returned as soon as practicable following termination of this Agreement.

Independent Contractor. Dream4 is an independent contractor and is not an employee, partner or co-venturer of, or in any other service relationship with the Company. Company shall not be required to make contributions for employment insurance, state or federal taxes, workers' compensation or other such premiums.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Alabama.

Entire Agreement. This Agreement together with the Scope of Engagement constitute the complete agreement and understanding of the parties as to the subject matter of this Agreement and supersedes all prior oral or written discussions and understanding in respect to the subject of this Agreement.



DREAM4: Service Agreement

Amendments/Modification. Any amendment to this Agreement must be in writing and signed by Company representative with binding authority and the Dream4 CEO.

IN WITNESS WHEREOF, this Agreement is executed as of the date stated above.

Dream4, LLC _____ Date _____

Company Authorized Representative _____ Date 10-23-2023





CITY OF MOUNTAIN BROOK

P. O. Box 130009
Mountain Brook, Alabama 35210
Telephone: 205.802.2400
Facsimile: 205.879.6913
www.mtnbrook.org

MINUTE BOOK 93



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20231011134619331



Type License: 020 - RESTAURANT RETAIL LIQUOR State: \$300.00 County: \$300.00
Type License: State: County:
Trade Name: THE ROUGAROUX Filing Fee: \$50.00
Applicant: VILLAGE WOLVES HOSPITALITY GROUP LLC Transfer Fee:
Location Address: 2716 CULVER RD MOUNTAIN BROOK, AL 35223
Mailing Address: 1711 15TH AVE S BIRMINGHAM, AL 35205
County: JEFFERSON Tobacco sales: NO Tobacco Vending Machines:
Product Type: Type Ownership: LLC
Book, Page, or Document info: 001-074-874
Do you sell Draft Beer?:

Date Incorporated: 4/18/2023 State Incorporated: AL County Incorporated: JEFFERSON

Date of Authority:

Federal Tax ID: 92-3569140

Alabama State Sales Tax ID: R011851369

Name:	Title:	Date and Place of Birth:	Residence Address:
EDWARD STACEY 5935783 - AL	PRESIDENT	5/1/1975 BIRMINGHAM, AL	1711 15TH AVE S BIRMINGHAM, AL 35205

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: EDWARD STACEY
Business Phone: 850-766-9864
Fax:

Home Phone: 850-766-9864
Cell Phone: 850-766-9864
E-mail: EDWARDESTACEY@YAHOO.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:

October 24, 2023

Ms. Valencia Johnson
Alabama ABC Board
234 Aquarius Drive, Suite 103
Homewood, AL 35209

Facsimile: (205) 942-2101

Gentlemen:

Attached is a copy of a resolution passed at the October 23, 2023, City Council meeting recommending the issuance of 020 - Restaurant Retail Liquor license as follows:

Village Wolves Hospitality Group, LLC
Trade name: The Rougaroux
2716 Culver Road
Mountain Brook, AL 35223

If you have any questions, please call me at 802-3823.

Sincerely,

Heather Richards
City Clerk

Enclosure

cc: Edward Stacey
edwardestacey@yahoo.com



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20231011134619331



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20231011134619331



If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: JAY FRIEDMAN 205-305-0559
What is lessors primary business? ATTORNEY
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? YES
Is the business used to habitually and principally provide food to the public? YES
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 1700 Display Square Footage:
Building seating capacity: 55 Does licensed premises include a patio area? YES
License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE
Number of licenses in the vicinity: Nearest:
Nearest school: Nearest church: Nearest residence: 0 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:

Initial each Signature page
In reference to law violations, I attest to the truthfulness of the responses given within the application.
In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
In reference to ACT No. 80-528, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
In reference to Special Retail or Special Events retail licenses, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of licenses, and to observe the special terms and conditions as indicated within the application.
In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.
The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with the aforementioned laws. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.
I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Ed Stacey

Signature of Applicant: [Signature]

Notary Name (print): Anna Washington

Notary Signature: [Signature]

Commission expires: 3/20/27

Application Taken: App. Inv. Completed: Forwarded to District Office:
Submitted to Local Government: Received from Local Government:
Received in District Office: Reviewed by Supervisor: Forwarded to Central Office:

October 23, 2023

Receipt Confirmation Number: 20231011134619331
Application Payment Confirmation Number: 95439706

1056		Payment Summary	
Payment Item	Amount	Payment Item	Amount
Application Fee for License 020	\$30.00		
Total Amount to be Charged		\$30.00	
License Payment Confirmation Number:			
Payment Summary			
Payment Item	County Fee	State Fee	Total Fee
020 - RESTAURANT RETAIL LIQUOR	\$300.00	\$300.00	\$600.00
Total Amount to be Charged		\$300.00	\$600.00

MINUTE BOOK 93



Alabama Alcoholic Beverage Control Board
Licensing Division

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 020 - RESTAURANT RETAIL LIQUOR
License Type 2:
License County: JEFFERSON
Business Type: LLC
Trade Name: THE ROUGARDOUX
Applicant Name: VILLAGE WOLVES HOSPITALITY GROUP LLC
Location Address: 2716 CULVER RD
MOUNTAIN BROOK, AL 35223
Mailing Address: 1711 15TH AVE S
BIRMINGHAM, AL 35205
Contact Person: EDWARD STACEY
Contact Home Phone: 850-786-0864
Contact Business Phone: 850-786-0864
Contact Fax:
Contact Cell Phone: 850-786-0864
Contact Email Address:
Contact Web Address:

Memorandum of Understanding for Restaurant Retail Liquor License

Restaurant Retail Liquor Licenses shall be issued only to reputable persons for locations which are "habitually and principally" used for the purpose of preparing and serving meals for the public to consume on the licensed premises during normal and reasonable dining hours. Only those locations whose customary and primary business is preparing and serving meals to the public will be issued a Restaurant Retail Liquor License.

Restaurant Retail Liquor Licenses applicants shall comply with all pertinent and related requirements of State, County, and where applicable, Municipal health departments prior to licensing and shall remain in compliance thereafter for as long as said license shall remain valid.

All Restaurant Retail Liquor Licensees shall have a fully equipped and operational kitchen on the licensed premises. The Licensee shall maintain and operate said kitchen and shall, upon order of a customer, prepare and serve all food items shown on its menu during normal and reasonable dining hours. Exceptions shall be made where there is a known and provable shortage or temporary unavailable supply of a food item.

Any applicant or Licensee shall, upon request, provide to the ABC Board, any records, books, ledgers, menus, receipts, or other documentation necessary to demonstrate compliance with this regulation.

In addition to the above Rule and Regulation, Title 28-3-1(23) defines a meal as a "diversified selection of food some of which is not susceptible of being consumed in the absence of at least some articles of tableware and which cannot be conveniently consumed while one is standing or walking about".

Additionally, Title 28-3A-13 states that a Restaurant Retail License is "for on premise consumption" and does not allow sales for off-premises consumption with the exception of re-corked wine conforming to 28-3A-20.1.

By signing this memorandum of understanding, the Licensee agrees and understands the requirements of obtaining and maintaining a Restaurant Retail Liquor License. Any deviation from these requirements will prohibit the ABC Board from issuing this type of License. Furthermore, failing to follow these requirements after obtaining a Restaurant Retail Liquor License could result in the protest of the renewal of this type license.

Signature [Signature] Date 10/12/23
Print Name Ed Stacey Position Held President

APPENDIX 5

October 11, 2023

To the Mayor and City Council of

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

We are pleased to confirm our understanding of the services we are to provide for the City of Mountain Brook (the "City") for the year ended September 30, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City as of and for the year ended September 30, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Schedules of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual – General Fund
- 3) Schedule of Changes in the Net Pension Liability and Related Ratios
- 4) Schedule of Employer Contributions – Pension
- 5) Schedule of Changes in OPEB Liability and Related Ratios
- 6) Schedule of Employer Contributions – OPEB
- 7) Schedule of Investment Returns
- 8) Notes to Required Supplementary Information

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will

City of Mountain Brook
October 11, 2023
Page 3

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Improper revenue recognition due to fraud.
- Management override of controls.
- Nature of the estimates and judgements used in determining the Net Pension and OPEB liabilities.

[According to GAAS, significant risks include management override of controls, and GAAS presumes that revenue recognition is a significant risk. Accordingly, we have considered these as significant risks.]

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

- 1) Combining and individual fund statements and schedules
- 2) Schedule of general fund revenues by source
- 3) Comparative statements for individual funds
- 4) Schedule of expenditures of federal awards (if applicable)
- 5) Notes to Supplementary Information

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. If applicable, the objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit (if applicable)

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996 (if applicable); and the provisions of the Uniform Guidance (if applicable), and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

City of Mountain Brook
October 11, 2023
Page 4

effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance (if applicable), we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

When applicable, the Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

If applicable, we will also assist in preparing the OMB data collection form based on information provided by you. This nonaudit service does not constitute an audit under *Government Auditing Standards* and such service will not be conducted in accordance with *Government Auditing Standards*. We will perform the service in accordance with applicable professional standards. The other services are limited to the preparation of the OMB data collection form and any other nonaudit service that we may provide. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the preparation of the OMB data collection form and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the OMB data collection form and that you have reviewed and approved the OMB data collection form prior to its submission and have accepted responsibility for it. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable

skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit (If applicable)

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards (if applicable), and all accompanying information in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards (if applicable), all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance (if applicable); (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and

the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

If a Single Audit is necessary, you are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. If applicable, you agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relating to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information. With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Dispute Resolution

In the event of a dispute between the parties which arises out of or relates to this contract or engagement letter, the breach thereof or the services provided or to be provided hereunder, if the dispute cannot be settled through negotiation, the parties agree that before initiating arbitration, litigation or other dispute resolution procedure, they will first try, in good faith, to resolve the dispute through non-binding mediation. All parties agree that an

alternative form of dispute resolution shall not be undertaken by either party until the expiration of fifteen (15) calendar days following notice being provided to the other party indicating that the dispute cannot be settled through mediation. The mediation will be administered by the American Arbitration Association under its *Dispute Resolution Rules for Professional Accounting and Related Services Disputes*. The costs of any mediation proceedings shall be shared equally by all parties.

LIMITATION OF LIABILITY

EXCEPT AS PROVIDED IN THIS AGREEMENT, CRI SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, PUNITIVE OR ANCILLARY DAMAGES OF ANY KIND ALLEGED AS A RESULT OF ANY CAUSE OF ACTION ARISING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT, WHETHER FOR BREACH OF CONTRACT, TORT OR OTHERWISE. UNLESS OTHERWISE STATED IN THIS AGREEMENT, BOTH CRI AND YOU AGREE THAT THE TOTAL CUMULATIVE LIABILITY OF CRI (INCLUDING ITS EMPLOYEES, DIRECTORS, OFFICERS OR AGENTS), SHALL NOT EXCEED THE AMOUNT OF FEES EARNED BY CRI RELATED TO THIS ENGAGEMENT DURING THE TWELVE MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, AS SUCH AMOUNT SHALL SERVE AS A REASONABLE PROSPECTIVE ESTIMATE OF ANY DAMAGES WHICH YOU MAY SUFFER THROUGH ANY BREACH BY CRI OF THE TERMS OF THIS AGREEMENT, AS SUCH DAMAGES MAY BE SPECULATIVE OR IMPOSSIBLE TO CALCULATE. IF THERE ARE UNPAID FEES OWED TO CRI, THIS CUMULATIVE LIABILITY WILL BE REDUCED BY THE VALUE OF THE UNPAID FEES WITH NO ADDITIONAL INTEREST OR CHARGES, AS CRI RETAINS THE RIGHT TO OFFSET ANY SUMS CLAIMED AS DUE AND OWED BY YOU, BY ANY SUMS TO WHICH IT IS LEGALLY ENTITLED. THIS LIMITATION SHALL APPLY WHETHER OR NOT FURTHER DAMAGES ARE FORESEEABLE, OR WHETHER EITHER PARTY (OR ITS EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Governing Law; Venue

This agreement and performance hereunder shall be governed by the laws of the State of Alabama, without reference to any conflict of laws rules or principles. Any action or proceeding arising out of or in any way relating to this agreement must be brought in a state court having jurisdiction in Coffee County, Alabama, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding and agrees to waive any defenses or objections to venue and jurisdiction within Coffee County, Alabama, including *forum non conveniens*.

Statute of Limitations

The parties agree that there shall be a one-year statute of limitation (from the delivery of the service or termination of the contract) for the filing of any requests for arbitration, lawsuit, or proceeding related to this agreement. If such a claim is filed more than one year, or the minimum durational period having been determined as permissible by applicable statutory law or by a court of competent jurisdiction, subsequent to the delivery of the service or termination of the contract, whichever occurs first in time, then it shall be precluded by this provision, regardless of whether or not the claim has accrued at that time.

Disclosure

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account including service providers located outside of the United States. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information.
City of Mountain Brook
October 11, 2023
Page 7

determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. Furthermore, we will remain responsible for the work provided by any such third-party service providers. By signing this letter, you consent to allow us to disclose your financial information, if applicable, or other information to our service providers located abroad. If you want to limit the amount of information that may be disclosed to any third-party service provider, please notify us in writing as an attachment to this letter.

Electronic Data Communication and Storage and Use of Third Party Service Provider

In the interest of facilitating our services to the City, we may send data over the Internet, securely store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to the City may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data, such as, but not limited to, providers of tax return preparation software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require our third-party vendors to do the same.

You recognize and accept that we have no control over, and shall not be responsible for, the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

To enhance our services to you, we will use a combination of remote access, secure file transfer, virtual private network or other collaborative, virtual workspace or other online tools or environments. Access through any combination of these tools allows for on-demand and/or real-time collaboration across geographic boundaries and time zones and allows CRI and you to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use certain of these tools and in addition to execution of this acknowledgement and engagement letter, you may be required to execute a separate client acknowledgement or agreement and agree to be bound by the terms, conditions and limitations of such agreement. You agree that CRI has no responsibility for the activities of its third-party vendors supplying these tools and agree to indemnify and hold CRI harmless with respect to any and all claims arising from or related to the operation of these tools. While we may back up your files to facilitate our services, you are solely responsible for the backup of your files and records; therefore, we recommend that you also maintain your own backup files of these records. In the event you suffer a loss of any files or records due to accident, inadvertent mistake, or Act of God, copies of which you have provided to us pursuant to this agreement, we shall not be responsible or obligated to provide you a copy of any such file or record which we may retain in our possession.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

If applicable, at the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.
City of Mountain Brook
October 11, 2023
Page 8

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Carr, Riggs & Ingram, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Cognizant or Oversight Agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Carr, Riggs & Ingram, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Cognizant Agency, Oversight Agency for Audit, or Pass-through Entity. If we are aware that a federal awarding agency, pass-through entity, or addressee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Jason Harpe is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, confirmation service provider fees, etc.) except that we agree that our fee, including expenses, will not exceed \$57,750 for the City's audit and \$8,000 for a Single Audit when required under OMB regulations. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

Reporting

Our reports will be addressed to the Mayor and City Council of the City of Mountain Brook. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in

accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. If applicable, the *Uniform Guidance* report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the *Uniform Guidance*. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

Carr, Riggs & Ingram, LLC

Carr, Riggs & Ingram, LLC.

RESPONSE:

This letter correctly sets forth the understanding of the City of Mountain Brook.

Management signature: _____

Title: _____

Date: _____

Governance signature: *[Signature]*

Title: *Mayor*

Date: *10-23-2023*

Memorandum of Understanding (MOU)

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

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

Chief of Police Jaye Loggins
Mountain Brook Police Department
101 Tibbett Street
Mountain Brook, Alabama 35213
(205) 802-3855
logginsj@mtnbrook.org

Kelly Klehm
Deputy Director
One Place Family Justice Center in Birmingham
3613 6th Avenue South
Birmingham, Alabama 35222
(205) 453-7261
kklehm@oneplacebirmingham.com

Time Period: October 24, 2023- September 30, 2024

City of Mountain Brook - Mountain Brook Police Department:

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

One Place Metro Alabama Family Justice Center ("One Place"):

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

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

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

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

First Responder Professional Development and Support. Through trained law enforcement partners onsite, One Place can provide professional development opportunities for the police department and other first responders throughout the year at no additional cost. The focus of the trainings can be aligned with department priorities and in partnership with law enforcement leadership.

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

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

Police Chief, City of Mountain Brook

Date

Deputy Director, One Place

Date

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

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

Name of Project: Detention Pond Landscaping

Site of Project: Mountain Brook Junior High
205 Overbrook Road
Mountain Brook, AL 35213

2. **Scope of Work.** The Scope of Work is set forth on Exhibit A (which includes the October 13, 2023 Contractor Proposal and the Project Plans) that is attached and incorporated herein.

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

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

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

5. **Contract Price/Invoice/Certification.** Unless otherwise stated in the Special Conditions on Exhibit A or agreed in a writing signed by the Parties, City will pay Contractor the lump sum amount of Nineteen Thousand Four Hundred Sixty Dollars and Thirty Cents (\$19,460.30) as compensation for performing the Work (the "Contract Price"). Unless agreed in a writing or amendment to this Agreement that is signed by

(g) that all actions required to be taken by or on behalf of the Contractor to enter or execute this Agreement, and to perform its obligations and agreements hereunder, have been duly taken, and the person signing below on behalf of Contractor is authorized to execute this Agreement.

7. Insurance/Safety/Indemnification.

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

(i) **Comprehensive General Liability:** Seven Hundred Fifty Thousand Dollars (\$750,000.00), combined single limit and aggregate for bodily injury and property damage. This Comprehensive General Liability policy shall include coverage for premises/operations, products/completed operations, assumed contractual obligations, independent contractors, and broad form property damage;

(ii) **Automobile Liability:** Automobile Liability covering owned and rented vehicles operated with policy limits of not less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) combined single limit and aggregate for bodily injury and property damage;

(iii) **Workers Compensation/Employer's Liability:** Workers' Compensation as required by statute and Employer's Liability with limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence.

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

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

(c). **Indemnification.** Contractor agrees to defend, indemnify, and hold harmless City and its agents, employees and officials (hereinafter collectively, the "Indemnitees") from and against all demands, actions, liabilities, expenses (including reasonable

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

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

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

(a) that it expeditiously will perform its Work in a good and workmanlike manner that is consistent with level of skill and care that would be provided by other contractors performing operations under the same or similar conditions, and in accordance with the Project schedule;

(b) that it, and all of its employees or any subcontractors (if authorized), will complete the Work in compliance with all codes, laws and regulations that are applicable to the Project;

(c) that before commencing the Work, at its own expense, the Contractor will obtain all licenses, permits or other governmental authorizations needed to complete the Project, including without limitation, a business license and building permit issued by the City (collectively, "Licensing"). Contractor further agrees to maintain that Licensing throughout the performance of the Project;

(d) that it has inspected the Site and any other locations at which it will perform the Work, and, based on that inspection and its expertise, that it has determined that each of those locations is reasonably suitable for Contractor to complete the Work;

(e) that the Contractor shall be responsible to remove and properly dispose of any debris related to its completion of the Project, and that it will leave each location where the Work is performed in reasonably clean condition;

(f) that the Work will be free of any material defects in workmanship and materials for a period of one (1) year that shall commence on the date of completion of the Project; and

2

attorney's fees) or claims for damages by any third parties (including any employee, subcontractor or representative of the Contractor, hereafter a "Contractor Representative") that arise out of, relate to or are caused by any negligent act, omission or conduct by Contractor or any Contractor Representative in performing or failing to perform the Work or its (or their) responsibilities under this Agreement; provided that nothing herein shall obligate the Contractor to indemnify any of the Indemnitees for any claims resulting from the negligent conduct or the willful misconduct of the Indemnitees.

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

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

9. Miscellaneous Provisions.

a. This Agreement which is comprised of this instrument, the October 13, 2023 Contractor Proposal and the Project Plans (collectively, the "Contract Documents") sets forth the entire understanding between the Parties concerning the matters herein, and all oral representations, prior negotiations, understandings, agreements, conditions, and terms discussed between them prior to acceptance and signing of this Agreement are deemed to have merged herein.

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

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

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

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

f. ¹⁰⁶²Contractor is an independent contractor of City. This Agreement does not create any partnership, joint venture or principal-agent relationship between the Parties. Further, City retains no control or authority with respect to its means and methods in which Contractor (or any of its employees or representatives) performs the Work.

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

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

i. Delayed Performance/Force Majeure Events. Neither Party shall be liable to the other for any failure to perform its respective obligations (including payment obligations) under this Agreement during any period in which its performance is delayed by circumstances beyond its reasonable control, such as fire, flood, war, embargo, strike, riot, or the intervention of any governmental authority (a "Force Majeure Event"). However, the delayed Party must promptly provide the other with written notice of the Force Majeure Event, the delayed Party's time for performance will be excused only for the duration of that Event, and, if that Event lasts longer than 30 days, then the other Party may immediately terminate, in whole or in part, this Agreement by giving written notice to the delayed Party.

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

(Signature Page Follows)

5

Whereas, the undersigned, duly authorized representatives of the Parties execute this Agreement on behalf of their respective organization on the date(s) shown below.

CITY OF MOUNTAIN BROOK, ALABAMA

By: 

Its: Mayor

Date: 10-23-2023

LANDSCAPE SERVICES, INC.

By: _____

Its: _____

Date: _____

Project: Detention Pond Landscape Installation

APPENDIX 8

EXHIBIT A – SPECIFICATIONS

1. Scope of Work

See attached October 13, 2023 Contractor Proposal and Project Plans.

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

2. Project Schedule. The Contractor will complete this project by December 1, 2023 unless an extension is requested in writing by the Contractor and approved in writing by the City.

3. Project Representatives.

City Project Representative:
Shanda Williams
3698 Bethune Drive
Birmingham, AL 35223
Email: williamssh@mtnbroad.org
Day Tel #: 205-802-3879

Contractor Project Representative:
Will Newton
PO Box 43383
Birmingham, AL 35243
Email: wnewton@lsialabama.com
Day Tel #: 205-991-9584

4. Special Conditions:

The purpose of this Contract is to purchase and install plant material around the detention pond located by Mountain Brook Junior High. The quote covers specified plant materials in the provided quote or substitute Green Giants if available and approved by the city. The work is estimated to take approximately three days and must be coordinated with school activities and use of the parking lot.

Surplus

Wire inbox tray – 2, 12"x12"x10



Orange Cart – 1, 31"x17"x42"



Shelving Unit, frame - 1, 36"x12"x84"



Teal Cart – 1, 31"x17"x41"



Blue Cart – 31"x17"x44"



Green Cart – 1, 31"x17"x41"



Plastic container - 1



Honeywell fan tower - 1



Avaya Conference phone - 1



Chair – 1, armrest cover missing



Fan - 1



Office chair - 1



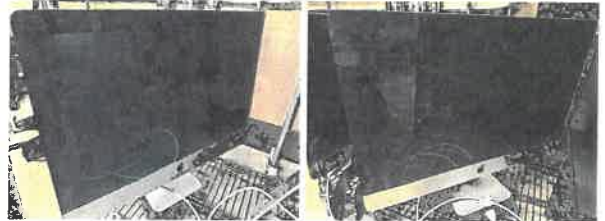
Broom - 1



Ladder - 1, 6'



IMacs - 2



Asus Tablet - 1



Bose Speaker - 1



Digital Camera with bag - 1, Canon EOS Rebel T3



Digital Camera with bag - 1, Canon EOS



Table - 1, Broken (Trash)



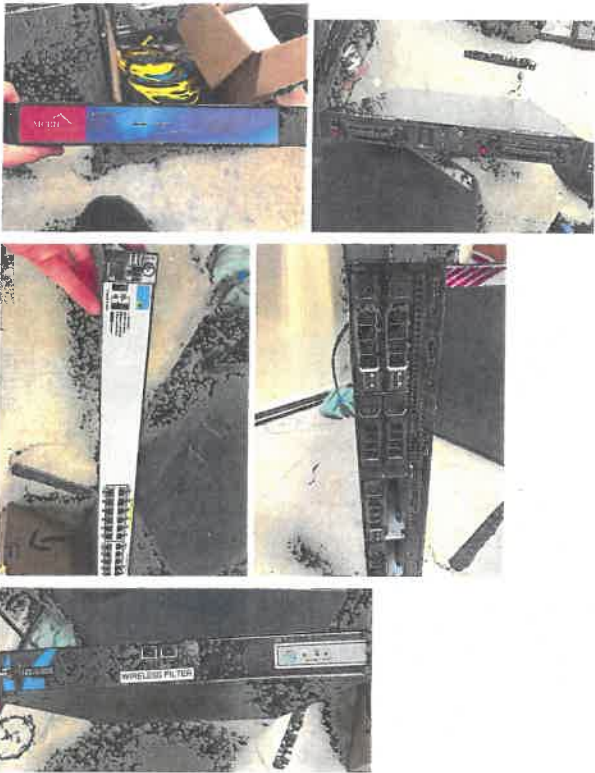
Office Chair - 1



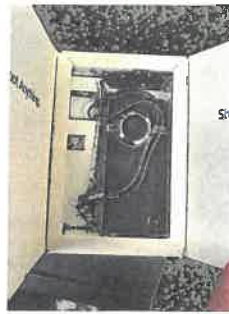
Extendable Ladder - 1, 21'



Server Equipment -



Flip Camera - 1



Handheld Microphones - 5



iPad, Desk Mounts - 6



Ladder - 4'



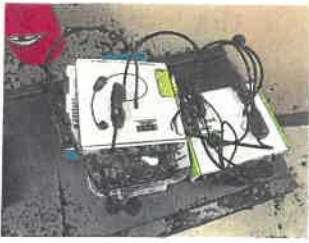
Laptop Bag - 1



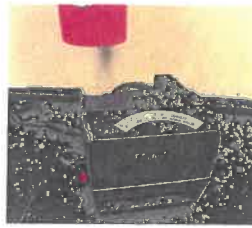
Makerbot Digitizer - 1



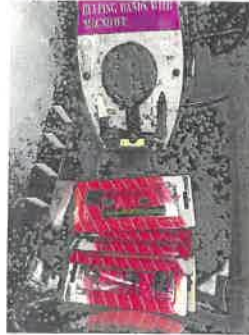
Microphone Headsets – 6 plus extras



Instant Camera – Polaroid



Soldering iron, magnifier



PC Monitor – 1



Movie Projector

**Public Works and PD units ready for surplus as of 10-19-2023**

UPS



2014 Ford F-150, Extended Cab

42,181 miles. Runs and drives. Has been replaced.



Wireless Lapel Microphone – 1



2010 Dodge Charger, Unmarked PD unit.

157,795 miles. Runs and drives.



2020 Police Tahoe

107,540 miles. Has a bad motor.



Tire Balancing Machine

Older machine that works, but has been replaced.



X-Mark Zero Turn Mower

309 hours. Runs. Has been replaced.



10/19/23, 11:13 AM

City of Mountain Brook Mail - For action



Heather Richards <richardsh@mtnbrook.org>

For action

2 messages

Gilbert Aban <abang@mtnbrook.org>

To: Heather Richards <richardsh@mtnbrook.org>, Steve O'Dell <odells@mtnbrook.org>

Wed, Oct 18, 2023 at 9:17 AM

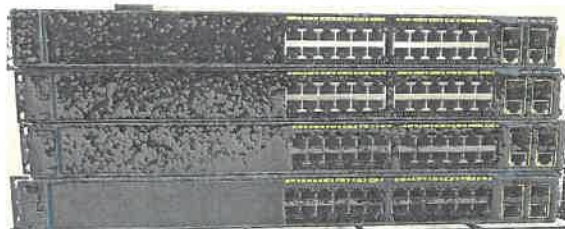
Do you know how much the last equipments sold?

New for auction

Lot of Cisco 2960 switches. Switches were removed because of age. May or may not work. No peripherals, power cords, or cables. Parts may be missing. Sold AS IS.

Ser. #

FOC1849ZSSH
FOC1849ZSYR
FCW1851B632
FCW1851B61D



Assorted Hp Elite 8000 and 8300

Lot of HP assorted HP Elite 8000 and 8300. Computers were removed because of age. May or may not work. No monitors, peripherals, power cords, or cables. Parts may be missing. Sold AS IS.

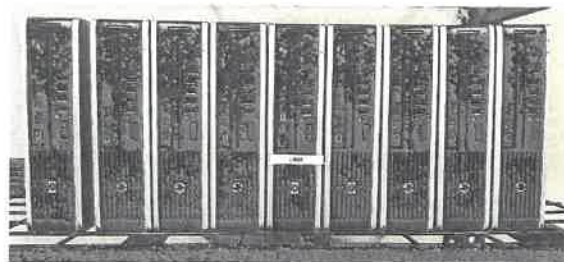
J:\Minutes & Agendas\Council\2023\20231023 Minutes.docx

Ser #

10/19/23, 11:13 AM

City of Mountain Brook Mail - For action

MXL325NOP
MXL325NOW
MXL390C4P
MXL325NOY
MXL1071WRS
MXL039OC4Y
MXL325NOV
2UA3121WNB



Lot for sale HP printers. Removed from service, may or may not work. No peripherals, power cords, or cables. Parts may be missing. Sold AS IS.

Office jet pro 8610
Ser. # CN5CPFX04C0

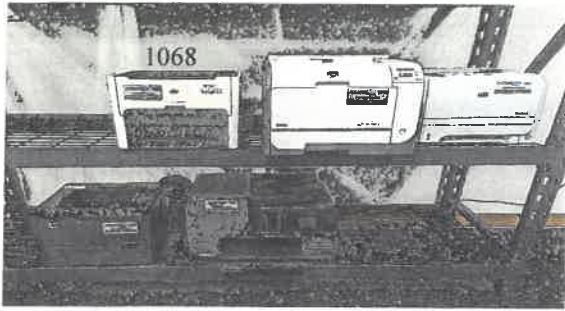
Lasejet 1320
Ser. # CNHC63V1H5

Color Laserjet CP2025
Ser. # CNG531347

HP Laserjet 2035
Ser. # VN83416550

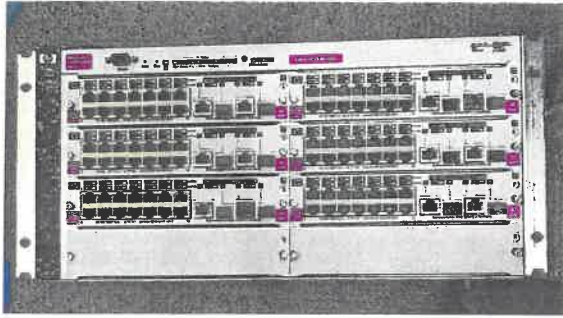
HP Laserjet 2035
ser. # CNB9X20945

October 23, 2023

**MINUTE BOOK 93**

HP Procurve 5308XL with 6 XL module
Ser # SG550J2OCK

HP Procurve 5308XL with 6 XL module. Removed from service, may or may not work. No peripherals, power cords, or cables. Parts may be missing. Sold AS IS.



Thank you,

APPENDIX 9

Island Location Fairway DriveArea of Island > 6,000 each Max City Contribution \$6,000

(< 3,000 sq ft = \$1,000; 3,000-6,000 sq ft = \$2,000; > 6,000 sq ft = \$3,000)

Sketch of Design

No sketch available

Other Details

The Board of Landscape Design is working with the neighbors to make improvements to the two islands. They would like to remove the old cherry trees that are in decline and plant oak trees. The existing maples would remain at this time.

The final design is unknown at this time. The group is requesting permission to remove the cherry trees to give a better overall view of the space they have to work with. Then they will determine the number and placement of the oak trees around the existing utilities.

The neighbors are in favor of this plan and are willing to contribute funds beyond the \$6,000 if it is needed. We have anticipated these improvements and the \$6,000 was included in the budget with funds left for other island improvement projects.

We are all confident that this plan can be implemented with the funds available.

Materials needed	Quantity	Cost
Oaks (nutall?)		
Sod?		
Soil amendment?		
Mulch?		
Total Cost		_____?

Resident Contact Information

Name	Email
Debby Tanner, President of Country Club Gardeners	debbytan@aol.com

Partnership Agreement

Country Club Gardens homeowners group a.k.a. "Country Club Gardeners" met last night to re-discuss and hear detailed plans for the East Fairway Drive Median project. With a unanimous vote the project outlined was approved. The community is 100% behind the dead and diseased Cherries being removed and new Oaks being planted. -Mary Evelyn McKee

As President of the Garden Club I can say that the neighborhood is in accordance for the city to begin removal of the dead and diseased cherry trees on the East Fairway median. Our understanding is that the city will contribute \$8000 towards the removal of the dead and diseased trees and towards the purchase and planting of oaks. They will also keep them watered for the first year. The existing maples will remain until they need to be replaced. -Debby Tanner

Island Committee Comments

Date _____

Ro Holman and Elizabeth Poyner are members of the island committee and have been working on this with the BLD. Aimee Reese with the Park Board has also voiced approval of this plan.

Police Department Comments

Date 10/5/23

As long as the site lines are not impacted in a negative manner, I see no issues from our perspective. If we can avoid planting the trees near the ends of the islands, I would think that would improve site lines as well. -Jason Rhoads

Council Comments:

Date: _____

Amount approved: _____

Construction Issues/Comments/Adjustments

Before Picture:

Traffic Island Policy Worksheet



Traffic Island Policy Worksheet



After Picture:

October 23, 2023

1070
Date: October 17, 2023
To: Council Members
From: Shanda Williams, Parks and Recreation
Subject: Park Board Appointment

MINUTE BOOK 93

City of Mountain Brook Public Service Application

Aimee Reese's term expires this month and someone needs to be appointed to serve for the next 5 years.

As with all city boards, the Park Board and City Council must evaluate the position and eligible applicants to see who will be the best fit for the board going forward with the new term. To aid in this decision, we have an application process in place that gives each person a chance to describe their interests in the specific board/commission and how they think they would be beneficial in that role. All of the applicants have been invited to attend a Park Board meeting to introduce themselves and participate in discussions.

I have attached the all the applications of the eligible candidates which include Tom Warburton, Tate Davis, and Aimee Reese who is interested in serving a second term. All applicants have listed experiences and qualifications that would benefit the Park Board and even though some have been on our list for a few years, they all have recently expressed an interest in serving on the Park Board.

The Park Board members submitted their recommendations and a majority are in favor of Aimee serving a second term. She has actively participated in the planning of several projects over her term and her perspective as a mother of three and a landscape architect should be beneficial as we are in the process of planning several more park projects.

In order to help present a whole picture of the board, here is a list of the board members, the year their term expires, and what term they are currently serving.

2023	2024	2025	2026	2027
Aimee Reese (1)	Brian Lucas (2) Charlie Carper (3)	Trent Wright (2) Helen Drennen (2)	Meredith Waldrop (2)	Bill Wyatt (3) Elizabeth Dunn (1) Dean Nix (4)

We have a variety of park and recreation interests to work on for the next few years. We are working on the Jemison Trail renovation, the Tot Lot plans, and potential improvements to Overton Park as well as other trail and park improvements. We are also continuing our efforts to make improvements at all the sports fields and add more pickleball courts. We are also amending our facility rental agreements due to increased requests this past year. Of course we continue to work with island improvement projects and Eagle Scout projects on a regular basis.

Date: 2/13/2023 Name: Tate Alexander Davis
Phone Number: (205)586 - 7212 Email: tad8910@gmail.com
Address: 3752 North Woodridge Road, Mountain Brook AL 35223
Street City State Zip Code
How long have you been a resident of Mountain Brook? 38
Which Board/Commission/Committee are you applying for? (check only one)

Planning Commission	Board of Zoning Adjustments	Board of Landscape Design
Village Design and Review	Board of Education	Parks and Recreation Board
Editorial Board	Finance Committee	Emmet O'Neal Library Board

Previous Board Appointments

Please list any current or previous board appointments you have held for the City of Mountain Brook.

Name of Board	Dates Served
Mountain Brook Chamber of Commerce Executive Board	2023 - Current

Community Activities

Please list any current or past experience you have with civic, fraternal, volunteer, non-profit organizations in which you are or have been active.

Name of organization	Dates Served	Title, Specific Projects, or Other Info.
Board Member of Camp McDowell	2019 - Current	
Jr Board of Magic Moments	2004 - 2006	
St. Luke's Church Facilities Committee	2006- Current	
Monday Morning Quarterback Club	2009 - Current	
Long Green Line	2021 - Current	MBHS Football Mentorship Program
Alabama Associated General Contractors	2005 - 2019	
Supported United Way Campaign through Brasfield & Gorrie	2004 - 2019	

Appointment Interest

Please provide a brief statement describing your interest in serving on the selected board.

I am interested in getting more involved in our community and Park & Rec Board is a good starting point for me. Our facilities, fields, trails, and parks interest me as they are used heavily by myself and my family and likely the most used resource in our community and beyond. We need to continue to maintain and grow all those mentioned above while making sure they are properly planned and expanded to keep up with our communities' growth and the connectivity we share with Samford & Homewood.

What specific objectives would you work towards as a member of the selected board?

I want to carry on the tradition that Mountain Brook has established and make our city parks, fields, facilities, & trails better than they are now for the future of our City and children. I have experienced the use of all our fields, parks & facilities as a child and again now as an adult raising my own children. All these places helped mold me in my youth playing sports and exercising. I have played & coached MB sports and now putting my children through our MB youth and High School programs, our Parks and Recreation facilities continue to shape this community. I want to make sure this continues for future generations.

Summarize your qualifications that you believe would benefit the selected board. Include education, experience, licenses, etc. You may attach a resume also.

I have spent 23 years in the construction and development industry. I would be beneficial to the Board with this background to help plan and implement new fields, trails, restrooms, gyms & other buildings that are needed in the community.

Additionally, I spent 3 springs & summers in high school working for the Parks & Recreation Department. I am familiar with what it takes to maintain our ball fields and City property because I have personally cared for these areas in the past.

Certification

By initialing here (TAD), I certify the following:

I am a resident of Mountain Brook
I understand the commitment requirements for the board for which I am applying.
I understand that I will be serving without compensation.
I will report to the city if a conflict of interest arises or something changes that would affect my membership on the Board.
I will keep an open mind and consider all sides of issues presented to the board.
I understand that this application and appointment will become public record.

Tate Davis
Printed Name of Applicant
Signature
2/13/23
Date

Note: If additional space is needed to complete the application, you may either write on the back of one of the pages or add additional pages. You may also attach any valid documentation you feel necessary to give us a better understanding of your qualifications. This includes a resume, copy of licenses or degrees, etc.
Submit the application to: www.mtnbrook.org or Sam Gaston, City Manager at sgastons@mtmbrook.org

Applications will be kept for three years from the date listed on the front page. You will need to re-apply periodically if you are still interested in serving on any of the boards. If your contact information changes within the three years, please submit a new application.

SENIOR CONSTRUCTION OPERATIONS EXECUTIVE MINUTE BOOK 93

Multifaceted Leader Driving Millions in Profit with Integrity and Positioning Companies for Lasting Success

Construction leader with 20+ years of experience managing multi-million-dollar projects with operational excellence. Wide-ranging success partnering with high-profile clients in commercial, healthcare, and multi-family industries. Highly ethical and articulate communicator with business acumen to work collaboratively in multidisciplinary groups. Trusted advisor to network of stakeholders.

CIVIC LEADERSHIP & AFFILIATIONS

- Board Member | Mountain Brook Chamber of Commerce
- Board Member | Camp McDowell, Board Member
- Member | Monday Morning Quarterback Club
- Mentor | The Long Green Line, Mountain Brook High School Football Mentorship Program
- Facilities Committee | Saint Luke's Episcopal Church
- Youth Adult Lead Team | Saint Luke's Episcopal Church
- Hampden-Sydney College, Football
- The Club Renovation (\$4 M)

NOTABLE PROJECTS

- LEO@Jamestown, 296 Units (\$59 M)
- LEO@Flint Crossing, 266 Units (\$51 M)
- Bryant Denny Stadium South Endzone Expansion (\$50 M)
- AdventHealth Wesley Chapel Healing Plaza (\$43 M)
- E.J. Ourso College of Business (\$40 M)
- Plitz Building & Parking Deck Renovation (\$40 M)
- Auburn University Student Center (\$32 M)
- Knoxville Rehabilitation Hospital (\$31 M)
- Homewood Board of Education Central Office (\$9 M)
- Ronald McDonald House Expansion (\$7.3 M)
- National Bank of Commerce Headquarters (\$5.5 M)
- The Club Renovation (\$4 M)

LEADERSHIP EVOLUTION

Senior Manager, Design & Construction | Encompass Health - Birmingham, Alabama **2023 - Present**
National leader of post-acute care with a network of facility-based inpatient rehabilitation hospitals. Assists in the establishment, maintenance and plan for implementation of Corporation wide building design standards that meet Operations and regulatory requirements. Supports field operations in identifying and quantifying capital project scopes and budgets. Provide project management for implementation of approved capital design and construction projects and design, construction guidance, support on Home Office development projects and assists field operations in maintaining the Home Office design & construction standards.

Director of Construction | Advent Oakley Capital - Birmingham, Alabama **2022 - 2023**
Start-up vertical investor, developer and operator of Single-Family Rental / Built-for-Rent communities across the nation. Fostered industry relationships that expanded the company's project portfolio. Provided preconstruction expertise in document review and bid evaluations of general contractors/subcontractors, transitioning into owner's representative for onsite OAC meetings, schedule and budget management, and pay application review. Refined programmatic project drawings for general contractors resulting in greater accuracy with bids, budget savings, and greater pool of contractor options. Managed multiple projects and served as the interface between ownership and General Contractors. Utilized critical analysis, thoughtful decision-making, and motivational leadership in scheduling, budget, and people management to keep projects on track. Contributed to the streamlining of the start-up's brand strategy and messaging to drive future growth.

Vice President of Project Development | Capital Growth Medvest - Birmingham, Alabama **2019 - 2021**
Full-service medical real estate development company. Collaborated with healthcare systems, physicians, and tenants to ensure project development goals exceeded standards from inception to turnover. Served as the Project Owner's Representative - managed General Contractors, kept projects within budget with on time completions. Led project planning, construction process, budget administration, permitting, RFP process, and contractor selection during pre-construction. Facilitated the architect design process - refined programmatic project drawings for General Contractors and subcontractors to review resulting in greater accuracy with bids and savings to the overall budget. Used Procore to manage projects, resources, and financials.

Project Manager / Assistant Project Manager / Estimator | Brasfield & Gorrie, LLC - Birmingham, AL **2004 - 2019**
Largest General Contractor in the southeast region; #22 ENR Top 400 Contractors. Dedicated team member receiving three promotions in 11 years. Entrusted to serve as primary point of contact for the Owner and Architect on behalf of multiple notable projects. Coordinated multi-faceted construction teams up to 100 people and bridged solid relationships between all parties to produce high-quality products. Monitored project progress, analyzed performance, identified risks, and implemented corrective measures through numerous technology platforms including: Prolog, Primavera 6, Oracle's JD Edwards EnterpriseOne, Submittal Exchange, and PlanGrid. Briefed executive leadership on progress with a strong focus on continual problem solving to overcome any obstacles.

Awards & Accolades: Associated Builders & Contractors, Eagle Award, 2018; Associated Builders & Contractors Excellence in Construction, The Plitz Building, 2018; Engineering News - Record Southeast Regional Best of Projects, The Plitz Building, 2018

EDUCATION

Bachelor of Science in Business Administration, Auburn University, 2000 - LEED AP | OSHA 30 Hour

What specific objectives would you work towards as a member of the selected board?

Maintaining and expanding the current trail system as it is very heavily used and needs maintenance and upgrades as well as a systematic approach to litter and erosion control. Perhaps an "adopt a trail" program. Otherwise, supporting and assisting with an awesome set of parks, trails, and playgrounds.

Summarize your qualifications that you believe would benefit the selected board. Include education, experience, licenses, etc. You may attach a resume also.

I am a marathoner and Eagle Scout, as well as an Alabama attorney. Please see the attached resume. Thank you for your consideration.

Certification

By initialing here (), I certify the following:

I am a resident of Mountain Brook
I understand the commitment requirements for the board for which I am applying.
I understand that I will be serving without compensation.
I will report to the city if a conflict of interest arises or something changes that would affect my membership on the Board.
I will keep an open mind and consider all sides of issues presented to the board.
I understand that this application and appointment will become public record.

R. Thomas Warburton
Printed Name of Applicant

Signature

08/31/2020
Date

Note: If additional space is needed to complete the application, you may either write on the back of one of the pages or add additional pages. You may also attach any valid documentation you feel necessary to give us a better understanding of your qualifications. This includes a resume, copy of licenses or degrees, etc.
Submit the application to: www.mtnbrook.org or Sam Gaston, City Manager at gastons@mtnbrook.org

Applications will be kept for three years from the date listed on the front page. You will need to re-apply periodically if you are still interested in serving on any of the boards. If your contact information changes within the three years, please submit a new application.

City of Mountain Brook 1071
Public Service Application

Date: August 31, 2020

Name: Tom Warburton

Phone Number: (205) 521-8987

Email: twarburton@bradley.comAddress: 3001 Sterling Road Mountain Brook Alabama 35213
Street City State Zip Code

How long have you been a resident of Mountain Brook? Approximately 15 years

Which Board/Commission/Committee are you applying for? (check only one)

Planning Commission	Board of Zoning Adjustments	Board of Landscape Design
Village Design and Review	Board of Education	Parks and Recreation Board
Editorial Board	Finance Committee	Emmet O'Neal Library Board

Previous Board Appointments

Please list any current or previous board appointments you have held for the City of Mountain Brook.

Name of Board	Dates Served
N/A	N/A

Community Activities

Please list any current or past experience you have with civic, fraternal, volunteer, non-profit organizations in which you are or have been active.

Name of organization	Dates Served	Title, Specific Projects, or Other Info.
BSA Troop 53	2017-Present	Assistant Scoutmaster; Advancement
Alabama Ballet	2015-2019	Board Member; Corporate Giving Chair

Appointment Interest

I am the father of 3 Mountain Brook kids and thoroughly enjoy utilizing the City's parks and athletic facilities via youth sports, running, and recreation. It would be a privilege to bring my legal and athletic background to assist my fellow citizens in the maintenance, development, and enhancement of their parks and rec facilities and goals.

R. THOMAS WARBURTON

3001 Sterling Road • Mountain Brook, AL 35213
(205) 503-16761819 Fifth Avenue North • Birmingham, AL 35203
twarburton@bradley.com
(205) 521-8987

PROFESSIONAL EXPERIENCE

BRADLEY ARANT BOULT CUMMINGS LLP
PARTNER2003 to Present
Birmingham, Alabama

- General civil trial practice
- Substantial jury and non-jury trial experience in State and Federal Courts across the country, including trials in antitrust, business, civil rights, construction, insurance, mineral rights, negligence, product liability, land use, real property, tax, and wrongful termination matters
- Active alternative dispute resolution practice; experienced in multi-party arbitration and mediation
- Experience handling appeals before State and Federal Appellate Courts
- Best Lawyers in America, Commercial Litigation, 2016 to Present
- Benchmark Litigation, "Litigation Star," Alabama, 2015 to Present; "Future Star," Alabama, 2014
- Alabama Super Lawyers, General Litigation, 2014-2015; "Rising Stars," General Litigation, 2010, 2013
- Marlinton-Hubbell AV Preeminent Rated

LAW CLERK TO HONORABLE R. FRED LEWIS
Supreme Court of Florida2001 to 2003
Tallahassee, Florida

PROFESSIONAL HONORS AND ACTIVITIES

MEMBER OF THE FLORIDA BAR 2001
MEMBER OF ALABAMA STATE BAR 2002
MEMBER OF STATE BAR OF GEORGIA 2009
MEMBER OF STATE BAR OF MISSOURI 2013
MEMBER OF THE TENNESSEE BAR 2015

ADMITTED TO PRACTICE IN THE FOLLOWING FEDERAL COURTS:

- United States Court of Appeals for the Fifth Circuit 2003
- United States Court of Appeals for the Eleventh Circuit 2003
- United States District Court for the Northern District of Alabama 2003
- United States District Court for the Middle District of Alabama 2003
- United States District Court for the Southern District of Alabama 2003
- United States District Court for the Middle District of Georgia 2009
- United States District Court for the Northern District of Georgia 2009
- United States District Court for the Northern District of Florida 2009
- United States District Court for the Middle District of Florida 2011
- United States District Court for the Southern District of Florida 2012
- United States District Court for the Western District of Arkansas 2012
- United States District Court for the Eastern District of Arkansas 2012
- United States District Court for the Northern District of Ohio 2012
- United States District Court for the Southern District of Georgia 2014
- United States District Court for the Eastern District of Missouri 2016
- United States District Court for the Middle District of Tennessee 2016
- United States District Court for the Western District of Tennessee 2016

MEMBERSHIPS & AFFILIATIONS

ALABAMA DEFENSE LAWYERS ASSOCIATION, MEMBER
- Board of Directors

ASSOCIATION OF DEFENSE TRIAL ATTORNEYS, PRIME MEMBER

DEFENSE RESEARCH INSTITUTE, MEMBER

BIRMINGHAM BAR ASSOCIATION
• Young Lawyer Section, Past Executive Committee Member
• Grievance Committee

ALABAMA STATE BAR
• Judicial Liaison Committee, Past Chair
• Leadership Forum Selection Committee, Chair
• Disciplinary Rules and Enforcement Committee
• Alabama State Bar Leadership Forum

ALABAMA COAL ASSOCIATION

BIRMINGHAM AMERICAN INN OF COURT

MINUTE BOOK 93

2010-2015

City of Mountain Brook
Public Service Application

Date: 16 October 2023 Name: Aimee H. Reese

Phone Number: (205) 835-2568 Email: aimeereese@icloud.com

Address: 1408 Sherwood Road, Mountain Brook, AL 35223
Street City State Zip Code

How long have you been a resident of Mountain Brook? 14 years

Which Board/Commission/Committee are you applying for? (check only one)

Planning Commission	Board of Zoning Adjustments	Board of Landscape Design
Village Design and Review	Board of Education	Parks and Recreation Board
Editorial Board	Finance Committee	O'Neal Library Board
Environmental Sustainability (Bee City)		

Previous Board Appointments

Please list any current or previous board appointments you have held for the City of Mountain Brook.

Name of Board	Dates Served
Parks and Recreation Board	10/22/2018- present

Community Activities

Please list any current or past experience you have with civic, fraternal, volunteer, non-profit organizations in which you are or have been active.

Name of organization	Dates Served	Title, Specific Projects, or Other Info.
MBE PTO Board	May 2023- present	VP Events- currently
MBE PTO	2015- present	various positions/ offices held
Sherwood Forest Garden Club	2009- present	various office positions held

APPENDIX 11

Appointment Interest

Please provide a brief statement describing your interest in serving on the selected board.

I have thoroughly enjoyed serving my community through my position on the Parks & Recreation Board. The board is doing some exciting things and I would great value being able to stay involved to continue moving our community forward.

What specific objectives would you work towards as a member of the selected board?

I would like to see our parks further developed. Some parks need repairs and improvement while others need more inclusion play equipment. I believe Mountain Brook could benefit from outlining a vision for our parks and community spaces. The repair/redevelopment process provides a unique opportunity to rethink the way our parks are serving our community. It allows space to look at what amenities would currently reflect the needs and interests of our citizens. I would also like to evaluate options for creating a Town Center that would be cultivate community, town energy and provide fun amenities that add to the quality of life our city strives to provide.

Summarize your qualifications that you believe would benefit the selected board. Include education, experience, licenses, etc. You may attach a resume also.

Resume on file.

AL Board of Landscape Architects
License #589

Certification

By initialing here (AR), I certify the following:

I am a resident of Mountain Brook
I understand the commitment requirements for the board for which I am applying.
I understand that I will be serving without compensation.
I will report to the city if a conflict of interest arises or something changes that would affect my membership on the Board.
I will keep an open mind and consider all sides of issues presented to the board.
I understand that this application and appointment will become public record.

Aimee H Reese
Printed Name of Applicant Signature
16 October 2023
Date

Note: If additional space is needed to complete the application, you may either write on the back of one of the pages or add additional pages. You may also attach any valid documentation you feel necessary to give us a better understanding of your qualifications. This includes a resume, copy of licenses or degrees, etc.
Submit the application to: www.mtnbrook.org or Sam Gaston, City Manager at sgastone@mtmbrook.org

Applications will be kept for three years from the date listed on the front page. You will need to re-apply periodically if you are still interested in serving on any of the boards. If your contact information changes within the three years, please submit a new application.

AIMEE H. REESE

205-636-2568
aimeereese@charter.net

3408 Sherwood Road
Mountain Brook, AL
35223

Registration

Landscape Architect - State of Alabama #589

Experience

Associate Landscape Architect

Holcombe Norton Partners, Birmingham, AL — 1999-2010

My responsibilities included site design, grading, drainage and stormwater management, field design, irrigation, construction details and planting plans. The main focus of my responsibilities in my later years focused on sports parks and fields. I had extensive experience in new construction of sports fields and field renovation.

Education

Mississippi State University — B.L.A., 1999

Internships during Education

Landscape Architect Intern- Jane Read Ross & Associates, Birmingham, AL

Revolving rules- The Brickman Group, Ltd., Rockville, MD

Labor crew- Birmingham Botanical Gardens, Birmingham, AL

Projects

Auburn University, Auburn AL- Hitchcock Field at Plainsman Park

Auburn University, Auburn AL, Thach Avenue Pedestrian Corridor

Auburn University, Auburn AL, Women's Soccer Field

Samford University, Homewood, AL- Tennis Complex

Mountain Brook High School, Mountain Brook, AL -

Football Field, Track and Field Events, Practice Field renovation

Stard Hollow Athletic Complex, Vestavia Hills, AL

Homewood Soccer Park- Homewood, AL

Turkey Creek Nature Preserve, Pinson, AL

Briarwood Christian School- Athletics Master Plan

Simmons Middle School, Hoover, AL

Berry Middle School, Hoover, AL

Personal

Married mother of 3 children

Church of the Highlands- member

Jefferson County Beeskeepers Association- member