

**MEETING AGENDA OF THE
MOUNTAIN BROOK CITY COUNCIL**

**CITY HALL COUNCIL
56 CHURCH STREET, MOUNTAIN BROOK, AL 35213**

MAY 11, 2020, 7:00 P.M.

As authorized by the Governor of the State of Alabama on March 18, 2020, elected officials may deliberate by means of telephone conference, video conference or other similar means of communication. Members of the public are also invited to listen, observe and participate in public meetings by such means as well.

Due to COVID-19 and the mandate that public gatherings of 10 or more are generally not permitted, the City Council shall convene by way of electronic communications. Therefore, should anyone wish to listen, observe or participate in the City Council meetings of May 11, 2020 at 7 p.m., please join by way of the Zoom app (re: Meeting ID 801-559-1126, password 05112020).

1. Approval of the minutes of the April 27, 2020, regular meeting of the Mountain Brook City Council.
2. Consideration: Resolution authorizing the execution of a construction contract between the City and Wright Construction Co., with respect to the construction of a segment of sidewalk along South Brookwood Road.
3. Consideration: Resolution authorizing the installation of a street light at North Woodridge Road and Sedley Drive.
4. Consideration: Resolution authorizing the execution of Amendment #2 of the Construction Contract between City and Morris-Shea Bridge Company to further modify understandings of parties on retaining wall project at Fields 3 and 4 of the Athletic Complex.
5. Consideration: Resolution rescinding the award of bid at the April 27, 2020, meeting for City to purchase interlocking blocks required for retaining wall between Fields 3 & 4 at the Athletic Complex.
6. Consideration: An ordinance to levy ad valorem taxes for educational purposes in the City for the tax year commencing October 1, 2020.
7. Announcement: The next regular meeting of the City Council is Tuesday, May 26, 2020, at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.
8. Adjourn.

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
APRIL 27, 2020**

[Pursuant to a proclamation issued by Governor Kay Ivey on March 18, 2020, elected officials are allowed to meet remotely by means of Internet or telephone conference and the public was invited to listen to, observe, or participate in the meeting by such means.

The City Council of the City of Mountain Brook, Alabama met at informally by way of Internet conference on the 27th day of April, 2020. The Council President called the pre-meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President
William S. Pritchard III, Council President Pro Tempore
Philip E. Black
Lloyd C. Shelton
Alice B. Womack
Stewart Welch III, Mayor

Absent: None

Also present were City Attorney Whit Colvin, City Manager Sam Gaston, and City Clerk Steven Boone.

1. AGENDA

1. Chamber of Commerce's semi-annual report to the Mayor and City Council—Tonya Jones, President and Suzan Doidge, Executive Director. The Chamber president showed a 4-minute video documenting the Chambers' activities over the past 6- months and expressed gratitude for the City's financial and other support. The Chamber has initiated the establishment of a 501(c)3 for the purposes of soliciting tax deductible donations to be used to support local businesses in times of emergency like currently underway with the COVID19 pandemic.
2. Overton Road traffic study presentation—Richard Caudle of Skipper Consultants (This presentation was continued due to the absence of Mr. Caudle.)
3. Street light request at North Woodridge Road and Sedley Drive—Sam Gaston (Appendix 2). Letters will be mailed to area residents informing them of the request. This matter will be reconsidered on May 11, 2020.)
4. Smyer Road repair options—David Marsh of ECS (Appendix 1). In the absence of Mr. Marsh, the discussion was moved to the formal meeting.
5. Recommendations on concrete options for the south roundabout in Mountain Brook Village from the Villages Design Review Committee—Dana Hazen (Resolution No. 2020-061 was added to the formal meeting agenda.)
6. Consideration of a resolution appointing a member to the City of Mountain Brook Board of Education (Resolution No. 2020-060 was added to the formal meeting agenda.)
7. Conditional Use for Lane Parke, Phase 1, Built Capital office—Dana Hazen (Resolution No. 2020-059 was added to the formal meeting agenda.)

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

2. ADJOURNMENT

There being no further matters for discussion, Council President Smith adjourned the pre-meeting at approximately 6:50 p.m.

3. CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct synopsis of the discussion from the work session of the City Council of the City of Mountain Brook, Alabama held by way of Internet teleconference on April 24, 2020, 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 May 11, 2020

**MINUTES OF THE REGULAR OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
APRIL 27, 2020**

[Pursuant to a proclamation issued by Governor Kay Ivey on March 18, 2020, elected officials are allowed to deliberate remotely by means of Internet or telephone conference and the public was invited to listen to, observe, or participate in the meeting by such means.]

The City Council of the City of Mountain Brook, Alabama met in public session by way of Internet teleconference at 7:00 p.m. on the 27th day of April, 2020. The Council President 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
Philip E. Black
Lloyd C. Shelton
Alice B. Womack
Stewart Welch III, Mayor

Absent: None

Also present were City Attorney Whit Colvin, City Manager Sam Gaston, and City Clerk Steven Boone.

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

1. SMYER ROAD REPAIR OPTIONS (APPENDIX 1)

David Marsh of ECS Southeast, LLP:

- The Geofoam option previously mentioned at an earlier meeting is not listed in this report as it was not considered feasible from a constructability perspective
- The three options listed in the report are for the City to obtain pricing alternatives
- Option 1 is a typical construction while Options 2 and 3 are more specialized and will likely require a specialty contractor
- The options are not listed in any particular order
- Options 1 and 3 are expected to be the most cost effective but none of the options are considered to clearly be the lowest cost
- The options are comparable in terms of performance
- The bids could be solicited such that bidders can bid on any or all of the options and the City can pick and choose which option and contractor to award the bid
- None of the options are considerably preferable from a timing or road closure perspective
- With each of the options, it is possible that at least one lane of Smyer Road can be open during the construction.
- Option 2 requires a crane and therefore may be the most costly (if even possible)
- Option 3 is likely the least disruptive as it is constructed from below

This matter will be considered again on May 11, 2020, at which time construction estimates are expected to be available.

2. CONSENT AGENDA

Council President 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 April 13 2020, regular meeting of the City Council

2020-053	Adopt the investment policy statement for the City of Mountain Brook Section 115 Trust Agreement (retiree medical other post-employment benefit (OPEB) plan)	Exhibit 1, Appendix 2
2020-054	Amend the City of Mountain Brook Employee Handbook with respect to the firefighter holiday leave	Exhibit 2
2020-055	Approve the sidewalk cafe permit application for Crafts (formerly Miss Dot's), subject to the approval by the City's inspection staff and City Attorney for compliance with provisions of the City Code with respect to indemnification and related requirements	Exhibit 3, Appendix 3
2020-056	Award the bid (Dunn Construction, Inc.) for street resurfacing and authorizing the execution of a 3-year contract for same	Exhibit 4, Appendix 4
2020-057	Authorize the execution of an amendment to the construction contract between the City and Morris-Shea Bridge Company (Resolution No. 2019-078) with respect to the installation of a retaining wall at the Athletic Complex	Exhibit 5, Appendix 5
2020-058	Award the bid (C. R. Barger & Sons, Inc.) for the purchase interlocking stone blocks for an additional retaining wall at the Athletic Complex	Exhibit 6, Appendix 6
2020-059	Approve the conditional (office) use application submitted by Built Capital by be located in Lane Parke Phase 1 subject to office hours of 8 a.m. until 5 p.m. weekdays	Exhibit 7, Appendix 7
2020-060	Reappoint Nicky Barnes to the Mountain Brook Board of Education, to serve without compensation, with the term of office to end May 31, 2025	Exhibit 8, Appendix 8
2020-061	Accept and approves the stamped concrete color section recommended by the Village Design Review Committee with respect to the Cahaba Road/Culver Road/U. S. Highway 280 roundabout	Exhibit 9, Appendix 9

Thereupon, the foregoing minutes and resolutions were introduced by Council President 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 Black announced that he shall recuse himself from Resolution No. 2020-060. Council President Pro Tempore Pritchard seconded the motion to adopt the foregoing minutes and resolutions. Then, upon the question being put and the roll called, the vote was recorded as follows:

- Ayes: Virginia Smith, Council President
William S. Pritchard III, Council President Pro Tempore
Philip E. Black (with the exception of Resolution No. 2020-050)
Lloyd C. Shelton
Alice B. Womack
- Nays: None
- Abstained: None

Council President Smith thereupon declared that said minutes and resolutions (Nos. 2020-053 through 2020-059, 2020-061) were adopted by a vote of 5—0 and that Resolution No. 2020-060 was adopted by a vote of 54—0 and as evidence thereof she signed the same.

3. ANNOUNCEMENTS

The next regular meeting of the City Council will be May 11, 2020, at 7:00 p.m. with the location and means to be determined and announced at a later date.

4. ADJOURNEMENT

There being no further business or matters for discussion, Council President Smith adjourned the meeting at approximately 7:10 p.m.

5. CERTIFICATION

I, Steven Boone, 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 by Internet teleconference on April 27, 2020, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that a quorum was present.

City Clerk
Approved by City Council May 11, 2020

EXHIBIT 1

RESOLUTION NO. 2020-053

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, constituting the governing board of the City of Mountain Brook Section 115 Trust Agreement (“Trust”), hereby adopts and approves the Investment Policy Statement of the Trust, in the form as attached hereto as Exhibit A, and,

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama that the Mayor and/or Appointing Authority of the City is/are hereby authorized and directed, for an on behalf of the City Council and governing board of the Trust to execute new account forms, applications and such other documents required by Regions Investment Management (Investment Advisor authorized upon the adoption of Resolution No. 2020-051).

APPENDIX 1

EXHIBIT 2

RESOLUTION NO. 2020-054

AMENDMENT TO THE CITY’S EMPLOYEE HANDBOOK WITH RESPECT TO THE HOLIDAY LEAVE POLICY AND MAXIMUM ACCUMULATED COMPENSATORY TIME

WHEREAS Personnel Board of Jefferson County (PBJC) Rules 13.8 sets forth the holiday leave policies to be followed by participating employers unless a policy to the contrary has been adopted and filed with PBJC; and

WHEREAS it has been determined that the holiday accrual factor for certified firefighter personnel is ambiguous and therefore subject to misinterpretation; and

RESOLUTION NO. 2020-062

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 a Contractor Agreement between the City and Wright Construction Company, in the form as attached hereto as Exhibit A, with respect to the sidewalk extension along South Brookwood Road.

ADOPTED: This 27th day of April, 2020.

Council President

APPROVED: This 27th day of April, 2020.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on April 27, 2020, as same appears in the minutes of record of said meeting.

City Clerk

CONTRACTOR AGREEMENT

Wright Construction Company (“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.** 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”) on the understated project (the Project”)

Name of Project: South Brookwood Sidewalk

Site of Project: 3405 South Brookwood Road
Mountain Brook, AL 35223

2. **Scope of Work.** See Exhibit A [which includes the City Scope of Work (if any) and April 20, 2020 Contractor Proposal, hereinafter the “Contractor Proposal”] 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 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 for six (6) months (the “Term”). The period in which the 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 the City under law or in equity.

Contractor’s obligations herein shall survive the termination or expiration of the Term for these periods: Section 6(f) (Warranty on workmanship and materials) for one year following Project acceptance; other warranties in Section 6 for a period of one year, and Section 7(c) (Indemnification) for a period of two (2) years.

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 \$21,384.00 as compensation for performing the Work (the "Contract Price"). Unless agreed in a writing signed by duly authorized representatives of both parties, the total amount payable to the Contractor for the Work shall not exceed the Contract Price (and agreed sum(s) payable for any Additional Operations contemplated on Exhibit A). In no event will the total amount paid to Contractor for its Work (including the Contract Price or any amount paid for Additional Operations) exceed \$50,000.00.

Within ten (10) days following the successful completion of the Project, Contractor will submit to the 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 acceptance of the Project; and
- (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) 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.

The City will not furnish any type, form, coverage or amount of insurance in connection with the Project.

(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 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.

The City will not indemnify Contractor (or any of its representatives or authorized subcontractors) for any claims that relate to or arise out of the Project.

(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 City Scope of Work (if any) and the April 20, 2020 Contractor Proposal (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. In the event of any conflict or inconsistency between provisions in the various Contract Documents, the provision(s) in the document in the order below shall control and take precedence: (1) this Agreement; (2) the City Scope of Work; and (3) the Contractor Proposal.

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 the 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. Contractor 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.

h. 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.

i. Amendment. Neither this Agreement nor any of the provisions herein (including, without limitation, those concerning the Scope, 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.

j. 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.

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

(Signature Page Follows)

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: _____

WIRGHT CONSTRUCTION COMPANY

By: _____

Its: _____

Date: _____

EXHIBIT A – SPECIFICATIONS

1. Scope of Work

Contractor will excavate a portion of the existing hill between roadway and trail for a new connector path/wall and remove spoils from site. form/place/finish new concrete sidewalk (approx. 70LF)(two 5’ landings and to 30’ ramps) with 4000PSI concrete (includes fiber reinforcement with Alabama Ochre Integral Color) for a slope of less than 8.3%. Form/place/finish new 70LF retaining wall on roadside to follow new connector (stone fill on trail side per City). Work areas will be left in neat and orderly condition. Flaggers and other traffic control devices will be provided by Contractor during lane closures and dispatch will be notified.

Also see attached City Scope of Work (if any) and April 20, 2020 Contractor Proposal.

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. No compensation for Additional Operations will be paid unless those Operations are approved in advance.

2. Project Schedule. Weather permitting, Contractor expects to complete the Work within an approximate 8 week period after execution of the Agreement and the City provides it a Notice to Proceed.

3. Project Representatives

City Project Representative:
Steven Gay
3579 East Street
Birmingham, AL 35243
Email: gayj@mtnbrook.org
Day Tel #: 205-802-3870

Contractor Project Representative:
Landon Ditto
1051 Commerce Blvd.
Pelham, AL 35124
Email:landon@wcc-birmingham.com
Day Tel #: 901-337-8828

4. Special Conditions

RESOLUTION NO. 2020-063

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

1. That Alabama Power Company is requested to install one (1) 35 watt LED area, 4000K, gray – 3,500 to 5,000 lumens street light at the intersection of North Woodridge Road and Sedley Drive as more fully described in Exhibit A attached hereto (Lighting Services NESC Lease Agreement (Governmental-S)).
2. That the City Manager is hereby authorized to execute and deliver, or cause to be executed and delivered, on behalf of the City such documents, instruments, and agreements that may be deemed necessary or appropriate with respect to said street light upgrades/installations.
3. That the City Clerk is directed to furnish the Alabama Power Company a certified copy of this resolution.

ADOPTED: This 11th day of May, 2020.

Council President

APPROVED: This 11th day of May, 2020.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on May 11, 2020, as same appears in the minutes or record of said meeting.

City Clerk

Lighting Services NESCS® Lease Agreement (Governmental)



Customer Legal Name City of Mountain Brook DBA N Woodridge Rd and Sedley
 Service Address SHANNON LANE, BIRMINGHAM AL 35213 County Jefferson
 Mailing Address P.O. Box 130009, Birmingham, AL 35213
 Email Gastons@mtnbrook.org Tel # 205-802-3803 Alt Tel _____
 Tax ID _____ Business Description Municipal

Existing Customer? Yes No If Yes (and if possible), does Customer want Equipment added to an existing account? Yes No Existing Account 36128-68008
For informational purposes only

Equipment										
	Qty	Wattage	Type	Description	OH/UG	M/UM	Equipment Amount (\$)	Estimated Regulated Charge (\$)*	Estimated Monthly Charge (\$)*	
(1)	1	35	LED	LED Cobra - 4000k - gray - 3500 to 5000 Lumens	OH	UM	\$12.69	\$0.78	\$13.47	
(2)										
(3)										
(4)										
(5)										
(6)										
(7)										
(8)										
(9)										
(10)										
Monthly Total *										\$13.47

Project Notes: To install light and wire on existing pole near Sedley and N Woodridge

Initial Term	36 months	Prepaid Amount	\$ 0.00
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* The Regulated Charge is subject to change at any time as dictated by the Alabama Public Service Commission. The amount shown is an estimate based on the Unmetered Outdoor Lighting (ODL) rate in effect at time of Agreement proposal; actual charges may vary.

Customer agrees to lease the Equipment referenced above from Alabama Power Company on the attached terms and conditions and authorizes all actions noted above.

Customer Authorized Signature	Date	Alabama Power Company	Date
Sign Here _____	_____	Sign Here _____	_____
Print Name _____	_____	Print Name _____	_____
Print Title _____	_____	Print Title _____	_____

APC Internal Use Only - APC Reference Number (if applicable):

TERMS and CONDITIONS (NESC Governmental)

1. **Lighting Equipment Lease.** This Lease Agreement ("Agreement") states the agreed terms and conditions upon which Alabama Power Company ("APC") will: (i) lease to "Customer" (identified on Page 1) the "Equipment" referenced on Page 1 for use at the stated "Service Address" (the "Premises"); and (ii) provide electric service to operate the Equipment. The "Equipment" includes all poles, bases, wiring, conduit, fixtures, controls, and related items necessary to provide lighting service through the listed fixtures, unless expressly noted otherwise in "Project Notes." Customer acknowledges that regulatory change during the Agreement term may require APC to modify or replace some Equipment.
2. **Intent and Title.** This Agreement is not a sale of the Equipment to Customer. Customer expressly acknowledges that APC retains title to the Equipment and agrees that this Agreement only gives Customer the right to use the Equipment during the Agreement term, so long as Customer complies with all terms and conditions. Customer acknowledges that the Equipment, although attached to real property, always will remain the exclusive personal property of APC and that APC may remove the Equipment when this Agreement ends. Customer authorizes APC, without further consent or action, to file any UCC financing statement or security agreement relating to the Equipment and agrees that APC may record those documents. APC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this Agreement under any federal or state tax law; Customer enters into this Agreement in sole reliance upon Customer's own advisors.
3. **Term.** The initial Agreement term is stated on Page 1, calculated from the date of the first monthly bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party at least 30 days before the desired termination date. APC's address for notice is P.O. Box 2641, Birmingham, Alabama 35203; Customer's mailing address is noted on Page 1.
4. **Payment.** APC will invoice Customer per the terms stated on Page 1, subject to any change in the electric service charge dictated by the Alabama Public Service Commission. Customer agrees to pay the amount billed by the due date (20 days after billing date). Applicable taxes included in the Equipment price are subject to change at any time. If a balance is outstanding past the due date, Customer agrees to pay the greater of 1.5% of the unpaid balance or \$2.00 and acknowledges that APC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue service. If applicable, Customer must provide a copy of its Alabama sales tax exemption certificate.
5. **Premises Activity.** Customer grants a license and right of access to APC, and its contractors and representatives, to enter the Premises with vehicles and equipment to: (i) install and connect the Equipment and, if applicable, remove or disconnect existing equipment (collectively, the "Installation"); (ii) inspect, maintain, test, replace, repair, or remove the Equipment; (iii) provide electric service for the Equipment; or (iv) conduct any other Agreement-related activity (items—(iv) collectively, the "APC Activity"). Customer will not cause or permit any obstruction that may interfere with APC's access to the Equipment. Customer represents that the individual signing this Agreement on its behalf has authority to do so and that it has express authority from all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize the APC Activity. Customer is solely responsible for safety of the Premises and agrees that APC has no obligation to ensure the safety of the Premises or persons or property entering onto Customer's Premises.
6. **Installation.** Customer represents that: (i) the Premises' final grade will vary no more than 6 inches from the grade existing at the time of Installation; and (ii) if applicable and required for proper Installation, Premises property lines will be clearly marked before Installation.
 - A. **Customer Work.** If APC, upon Customer's request, allows Customer to perform any part of the Installation (including trenching) itself or through a third party, Customer warrants that the work will meet APC's installation specifications (which APC will provide to Customer and are incorporated by this reference). Customer is responsible for all reasonable additional costs arising from Customer's non-compliance with APC's specifications or lack of timely (i.e., 10 days') notice to APC that APC's Installation activity can commence.
 - B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because APC Activity may require excavation not subject to the Alabama's Underground Prevention Legislation (Ala. Code §§ 37-15-1 - 37-15-11) ("Dig Law"), Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; low voltage data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law. If APC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before APC commences Installation, Customer is responsible for all damages and any resulting delay.
 - C. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for any subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, etc. not properly marked or identified ("Unforeseen Condition"). If APC encounters an Unforeseen Condition, APC, in its sole discretion, may stop all APC Activity until Customer either remedies the condition or agrees to reimburse all APC costs arising from the condition. Customer is responsible for all costs of Equipment modification or change requested by Customer or dictated by an Unforeseen Condition or circumstance outside APC's control.
7. **Equipment Protection and Damage.** After Installation and throughout this Agreement's term, in the event of any work or digging near the Equipment, Customer (or any person or entity working on Customer's behalf) must: (i) provide notices and locate requests by calling Alabama 811 or 1-800-292-8525; and (ii) provide notices to other utilities or operators as required by the Dig Law. As between Customer and APC, Customer is responsible for all damages arising from failure to comply with applicable law or for Equipment damage caused by anyone other than APC (or an APC contractor or representative).
8. **Maintenance.** During this Agreement's term, APC will maintain the Equipment and will bear the cost of routine repair or replacement. Customer must notify APC of any need for Equipment repair by calling the Business Service Center at 1-888-430-5787.
9. **Disclaimer: Damages.** APC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose or of merchantability) regarding the Equipment or any APC Activity. Customer also acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or Equipment choice, the Equipment may not follow IESNA guidelines. Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the Equipment or this Agreement, or arising from damage, hindrance, or delay involving the Equipment or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable.
10. **Indemnity.** To the fullest extent allowed by law, Customer agrees to indemnify, release, hold harmless, and, at APC's request, defend APC and its affiliates and contractors (and their officers, directors, employees, representatives, and agents) from or against any loss, damage, cost, expense, or liability (including actual attorneys' fees reasonably incurred and all expenses of investigation and defense) for any damage or claim for personal or bodily injury (including death), property damage (including loss of use), monetary damage, or equitable relief caused by or arising out of any misrepresentation or act or omission of Customer involving this Agreement, the Equipment, or the Premises, whether or not caused by or arising out of the joint, concurrent, or contributory (but not sole) negligence of APC.
11. **Default.** Customer is in default if Customer does not pay the entire amount owed within 45 days of billing. APC's waiver of any past default will not waive any other default. If default occurs, APC, at its discretion, may immediately terminate this Agreement, collect all past due amounts (including late fees) and all amounts due for the Equipment during the remaining Agreement term, remove the Equipment from the Premises, and seek any other available remedy.
12. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Equipment and replaces any prior agreement, written or oral. Only a written amendment signed by each party can modify this Agreement, except that either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other party. Customer will not assign, in whole or in part, this Agreement or its Agreement rights or obligations without APC's prior written consent. No assignment, whether with or without consent, relieves Customer of its Agreement obligations. Customer must provide advance notice of a change in control of all, or substantially all, of Customer's ownership or interest in the Premises. In this Agreement, "including" means "including, but not limited to." Alabama law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.



Steve Boone <boones@mtnbrook.org>

FW: LIGHT ON SEDLEY DRIVE, BETWEEN EATON ROAD AND NO.WOODRIDGE ROAD

1 message

Sam Gaston <gastons@mtnbrook.org>
To: Steve Boone <boones@mtnbrook.org>

Wed, May 6, 2020 at 7:36 AM

Add this to the agenda packet for the street light.

Sam S.Gaston

City Manager

City of Mountain Brook, AL.

56 Church Street

P.O. Box 130009

Mountain Brook AL. 35213

(205) 802-3803 Phone

(205) 870-3577 Fax

From: Marsha Asman [mailto:marshaasman@charter.net]**Sent:** Tuesday, May 05, 2020 8:04 PM**To:** Sam Gaston**Subject:** LIGHT ON SEDLEY DRIVE, BETWEEN EATON ROAD AND NO.WOODRIDGE ROAD

Date: May 5, 2020

From: Marsha Asman

3400 Eaton Road

MountainBrook, Al. 35223

To: Sam Gaston, Mayor Stewart Welch 111, MountainBrook City Council

I am Marsha Asman, and I have lived in my MountainBrook home since 1969 -51 years. My house is on the corner of Eaton Road and Sedley Drive.

Some of my Eaton Road neighbors and I agree that the streets around our houses are very dark, and a street light is needed. After 8:00 or 9:00 P.M. all the houses are dark, and the streets are dangerous. Even if someone has a GPS, and is looking for a friend's house, it is so dark, they cannot even read the street signs. I have had people ring my bell at

5/8/2020

City of Mountain Brook Mail - FW: LIGHT ON SEDLEY DRIVE, BETWEEN EATON ROAD AND NO. WOODRIDGE ROAD

night (that is pretty scary!) to ask directions. I feel badly for them, as it is very easy to get lost in this dark neighborhood! In the winter time, it gets dark at 4:30 or 5:00, so there are many hours of dark time.

There is a lot of traffic going from Eaton Road to North Woodridge, via Sedley Drive, to other streets. It would be helpful to have a street light on Sedley Drive to light the way. Luckily, there is a power pole on Sedley Drive, just waiting for a light to be installed on it.

Please, please, approve installing a street light on this pole on Sedley Drive. We would be so grateful, and you would be doing your good deed for the day!

Thank you very much,

Marsha Asman



Steve Boone <boones@mtnbrook.org>

FW: street light at 3401 no Woodridge rd/Sedley on monday 5/11 agenda

1 message

Sam Gaston <gastons@mtnbrook.org>
To: Steve Boone <boones@mtnbrook.org>

Thu, May 7, 2020 at 1:25 PM

For street light agenda item.

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

From: Tracy N Thrasher [mailto:tnt4054@aol.com]
Sent: Thursday, May 07, 2020 1:21 PM
To: GastonS@mtnbrook.org
Subject: street light at 3401 no Woodridge rd/Sedley on monday 5/11 agenda

Hello,

Thank you for considering putting a street light in the right of way on Sedley and N Woodridge. There is a condemned house on that corner that has a lot of traffic as well as 2 vacant houses within a 6 house radius. It would do a lot to make us feel secure at dark to have that area well lit.

Is this light maintained by Alabama Power? Whom do you call if there is a problem with the light? Does this light have a dusk to dawn setting?

We look forward to hearing your reply after the upcoming meeting.

Thanks again for all you do for our city.

Sincerely,

Randell and Tracy Thrasher 3400 N Woodridge Rd

Tracy and Randy Cron 3401 N Woodridge Rd

Karen and Lindsay Tauxe 3344 N Woodridge Rd



Steve Boone <boones@mtnbrook.org>

FW: Proposed light at Sedley Drive

1 message

Sam Gaston <gastons@mtnbrook.org>
To: Steve Boone <boones@mtnbrook.org>

Thu, May 7, 2020 at 2:53 PM

This email and photos are for the street light agenda packet.

Sam S.Gaston

City Manager

City of Mountain Brook, AL.

56 Church Street

P.O. Box 130009

Mountain Brook AL. 35213

(205) 802-3803 Phone

(205) 870-3577 Fax

From: Mac Phillippi [mailto:mac@gmparchitect.com]
Sent: Thursday, May 07, 2020 2:13 PM
To: 'Sam Gaston'
Subject: Proposed light at Sedley Drive

Mr. Gaston,

My name is Mac Phillippi and I live at [3344 Eaton Road](#) in Mountain Brook. I've received the letter from the City of Mt. Brook dated April 30, 2020 on the proposed street light on Sedley Drive and have the following response:

Accompanying this email are photographs I've taken at the location of the proposed light. **Exhibit 1** shows my driveway leading down to the existing utility pole where the light is to be installed. **Exhibit 2** is taken from the bottom of my driveway and shows the location of the existing utility pole directly across from the driveway entrance. **Exhibit 3** is of the residence immediately to the north of the light location and **Exhibit 4** is of the residence immediately to the south of the light location. It should be clear from these photos that the proposed light will impact my property more than the neighboring properties.

Street lights are rare in this area of Mountain Brook and those that do exist are typically located at street intersections. Given that, this proposed light at this location would be an unusual installation.

I have received information on the proposed light fixture provided by Robert Richardson with Southern Company and forwarded it to an electrical engineer for an opinion. He has several comments on the fixture but in the end flatly states that this is not something he would want in front of his house. His response is included below.

Given that the installation of this light will most affect my property and that I do not want it, I believe the existing condition should remain unchanged.

Mac Phillippi

Response from the electrical engineer:

I agree with everything Robert says...that is certainly lower light output and is the preferable output distribution for a street in front of your house. It is still ~5x as bright as a standard A-lamp that you may install at your house though (as you would expect it to be to legitimately light a street). If this is on "your" side of the street, that would probably be better (for you) because it would shine "away" from your house. Conversely, if it is on the opposite side of the street from your house, it would shine "towards" your house (worse for you). This is certainly better than a standard cobra-head...but it's still a utilitarian cobra-head (not something I'd want in front of my house).

thanks,

Phil Black, P.E.

Senior Principal

JACKSON, RENFRO & ASSOCIATES, INC.

ELECTRICAL ENGINEERING & DESIGN

www.jraee.com

4 attachments

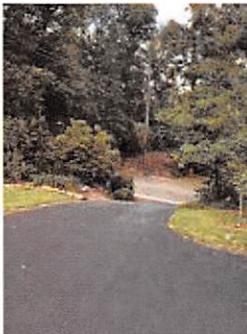


Exhibit 1.jpg
1394K

Exhibit 2.jpg
1762K

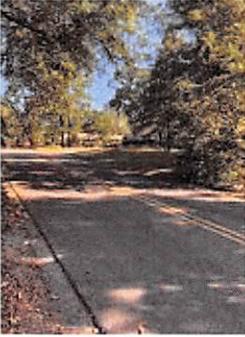
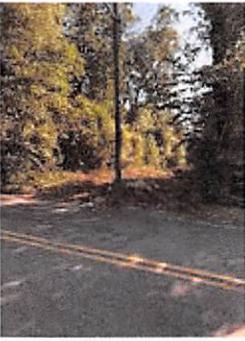


Exhibit 3.jpg
1790K



Exhibit 4.jpg
1565K









RESOLUTION NO. 2020-064

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the execution of Amendment #2 of the Construction Contract (#C-20190625-523) between City and Morris-Shea Bridge Company, in the form as attached hereto as Exhibit A, to further modify understandings of parties on retaining wall project at Fields 3 and 4 of the Athletic Complex.

ADOPTED: This 27th day of April, 2020.

Council President

APPROVED: This 27th day of April, 2020.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on April 27, 2020, as same appears in the minutes of record of said meeting.

City Clerk

AMENDMENT #2 TO RETAINING WALL CONTRACT # C-20190625-523

This Amendment #2 to Retaining Wall Contract # C-20190625-523 ("Amendment #2") is entered between the City of Mountain Brook, Alabama ("City") and Morris-Shea Bridge Company ("Contractor") effective as of the last date signed below by either party ("Effective Date").

WHEREAS, on or about July 22, 2019, the City and Contractor previously entered into Contract # C-20190625-523 ("Contract") that provided for Contractor to construct two retaining walls in the vicinity of Fields 3 & 4 at the Mountain Brook High School Athletic Complex ("Project");

WHEREAS, on April 27, 2020 the City Council passed Resolution 2020-057 approving Amendment #1 to Retaining Wall Contract # C-20190625-523 ("Amendment #1") whereby the parties changed the scope of work and certain Specifications for the Project; and

WHEREAS, in this Amendment #2 the parties desire to further modify their understandings concerning their respective obligations under the Contract and the operations needed to complete the Project.

Now wherefore, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree to further amend the Contract as follows:

1. Notwithstanding any provisions in the Specifications, plans, drawings or other Contract Documents or in Amendment #1 to the contrary, the understandings, conditions and terms hereinafter apply for the contemplated Project and, where appropriate, supplement, replace, govern, and supersede any conflicting provisions in the Contract, as modified by Amendment # 1, pertaining to the following matters:
 - a. Contractor will supply all Interlocking Block required to complete the New Wall and it will be delivered to the Project area at different periods agreed by the Contractor and its supplier;
 - b. Contractor's lump sum charge to complete the Project will be increased from the amount of \$59,000 to \$64,900;
 - c. Contractor will use its good faith commercial efforts to complete the Project within thirty (30) days after the last shipment of Interlocking Block is delivered to the Project area.
2. The Defined Terms used herein have the same meaning as in the Contract Documents.
3. Except as set forth in this Amendment #2, all other terms, conditions and specifications forth in the Contract, as previously modified in Amendment #1, are reaffirmed and shall remain in effect for the duration of the Contract and Project.

CITY OF MOUNTAIN BROOK, ALABAMA

By: _____

Its: Mayor

Date: _____

MORRIS SHEA BRIDGE COMPANY, INC

By: _____

Its: _____

Date: _____

AMENDMENT #1 TO RETAINING WALL CONTRACT # C-20190625-523

This **Amendment #1 to Retaining Wall Contract # C-20190625-523** ("Amendment #1") is entered between the **City of Mountain Brook, Alabama** ("City") and **Morris-Shea Bridge Company** ("Contractor") effective as of the last date signed below by either party ("Effective Date").

WHEREAS, on or about July 22, 2019, the City and Contractor previously entered into Contract # C-20190625-523 ("Contract") that provided for Contractor to construct two retaining walls in the vicinity of Fields 3 & 4 at the Mountain Brook High School Athletic Complex ("Project");

WHEREAS, the parties desire to enter into this Amendment #1 to change the scope of work and certain Contract Specifications for the Project;

WHEREAS, per those Specifications, the locations of the two walls that initially were contemplated to be constructed are shown in Orange on the Drawing attached as **Exhibit A**;

WHEREAS, although the initial Specifications contemplated installation of Geostone 4" Block material for both walls, the parties have determined that certain interlocking Stone Strong System 24 SF Blocks (or the functional equivalent of such System or Blocks) having a grey and chiseled granite pattern (the "Interlocking Block") provide a superior engineering solution and a better end product, and can be more readily installed at the Project Site than the originally contemplated Geostone 4" Block;

WHEREAS, by agreement of the parties, Contractor has constructed the long retaining wall that is approximately 260 LF and generally runs outside and along the right field section of Field 3 ("Completed Long Wall") utilizing Interlocking Block that Contractor has supplied at its expense;

WHEREAS, work has not commenced to construct the second, U- shaped, short wall that was intended to be approximately 115 LF and is shown on Exhibit A as generally lying along the third base side of Field 3 between Fields 3 and 4 (the "Planned Shorter Wall");

WHEREAS, instead of constructing the Planned Shorter Wall, the parties have determined that the Contractor should construct a different retaining wall that is approximately 248 LF using the Interlocking Block in the location marked in Purple on the attached Exhibit A ("New Wall")

Now wherefore, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree to amend the Contract as follows:

1. Notwithstanding any provisions in the Specifications, plans, drawings or other Contract Documents to the contrary, the understandings, conditions and terms hereinafter apply for the contemplated Project and, where appropriate, supplement, replace, govern, and supersede any conflicting provisions in the Contract pertaining to the following subject matters:

- a. The Planned Short Wall will not be constructed;
- b. Contractor will construct the New Wall pursuant to the plans, drawings and other specifications that are attached as **Exhibit B**;
- c. The Interlocking Block (or functional equivalent thereof) is approved and specified to be for use on the Completed Long Wall and New Wall;
- d. At its expense, the City will purchase and arrange to deliver to the Project Site sufficient quantities of the Interlocking Block (or functional equivalent thereof) required for the New Wall;
- e. Contractor's lump sum charge to complete the Project (i.e., \$59,000) remains unchanged;
- f. No Liquidated Damages will be assessed with respect to delays encountered to date in completing the Project; and
- g. Contractor will use its good faith commercial efforts to complete the Project within thirty (30) days after the City supplies the Interlocking Block (or functional equivalent thereof) required for the New Wall;

2. The Defined Terms used herein have the same meaning as in the Contract Documents.

3. Except as set forth in this Amendment #1, all other terms, conditions and specifications forth in the Contract are reaffirmed and shall remain in effect for the duration of the Contract and Project.

CITY OF MOUNTAIN BROOK, ALABAMA

By: _____

Its: Mayor

Date: _____

MORRIS SHEA BRIDGE COMPANY, INC

By: _____

Its: _____

Date: _____

EXHIBIT A

See Attached Drawing.

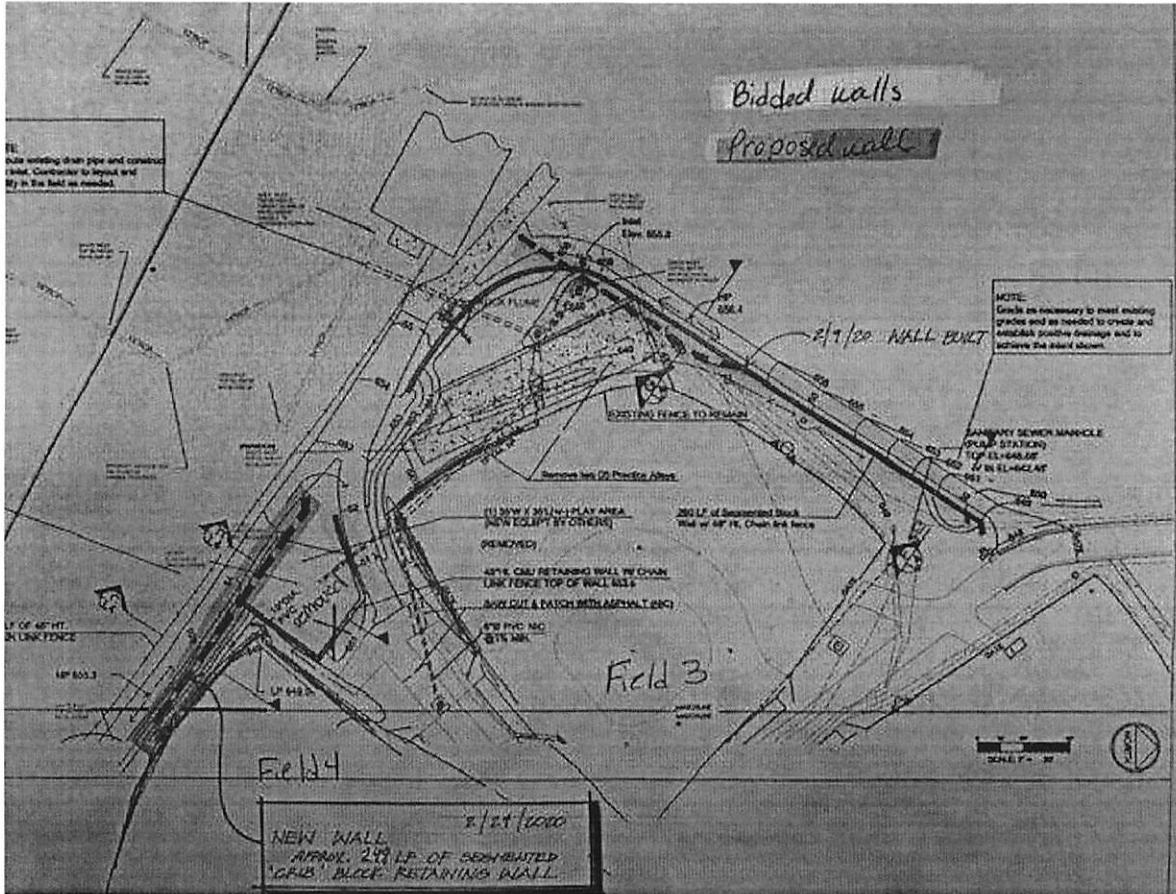
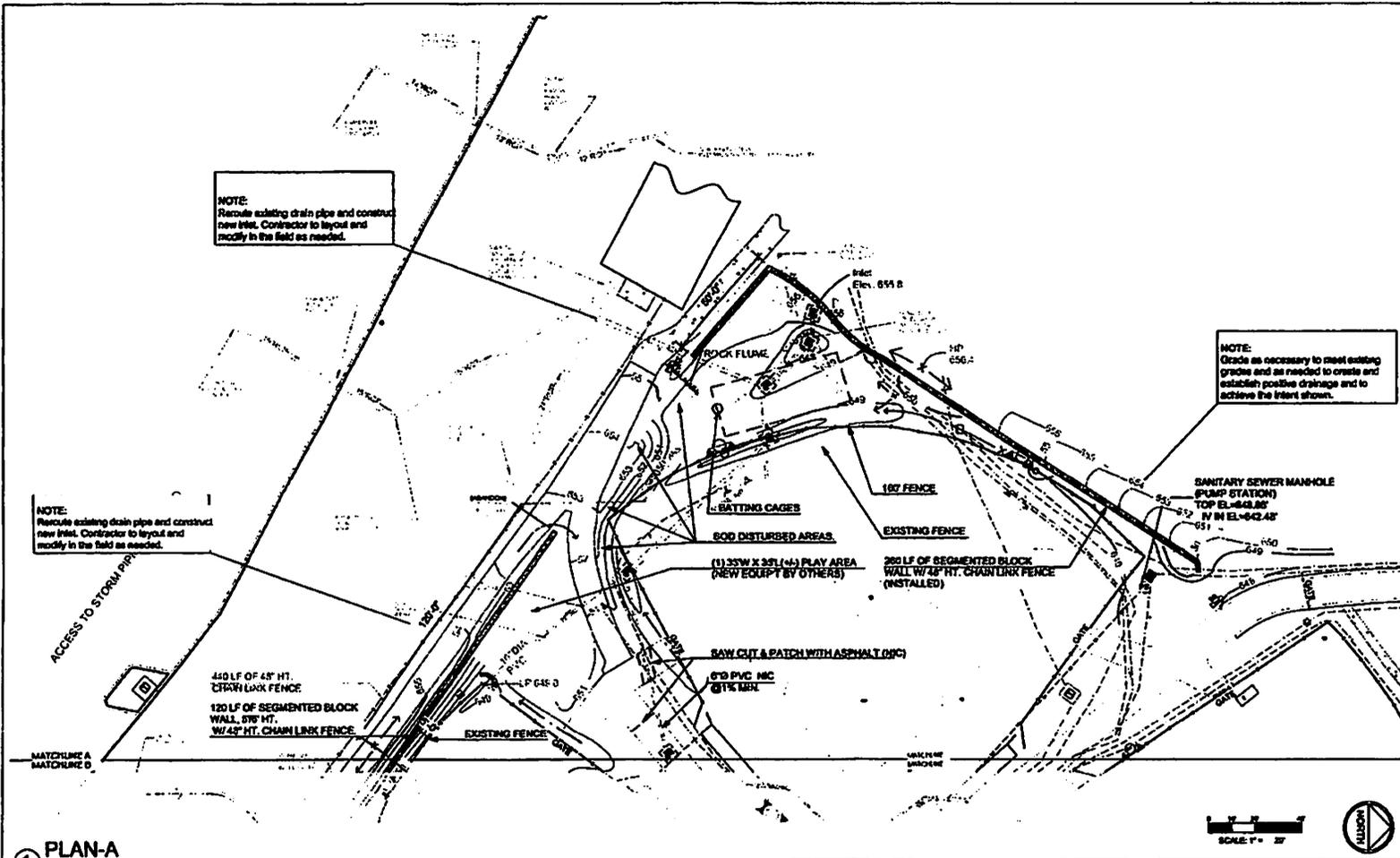


EXHIBIT B

See Attached Plans, Drawings & Specifications for New Wall.



NOTE:
Reroute existing drain pipe and construct new inlet. Contractor to layout and modify in the field as needed.

NOTE:
Grade as necessary to meet existing grade and as needed to create and establish positive drainage and to achieve the intent shown.

NOTE:
Reroute existing drain pipe and construct new inlet. Contractor to layout and modify in the field as needed.

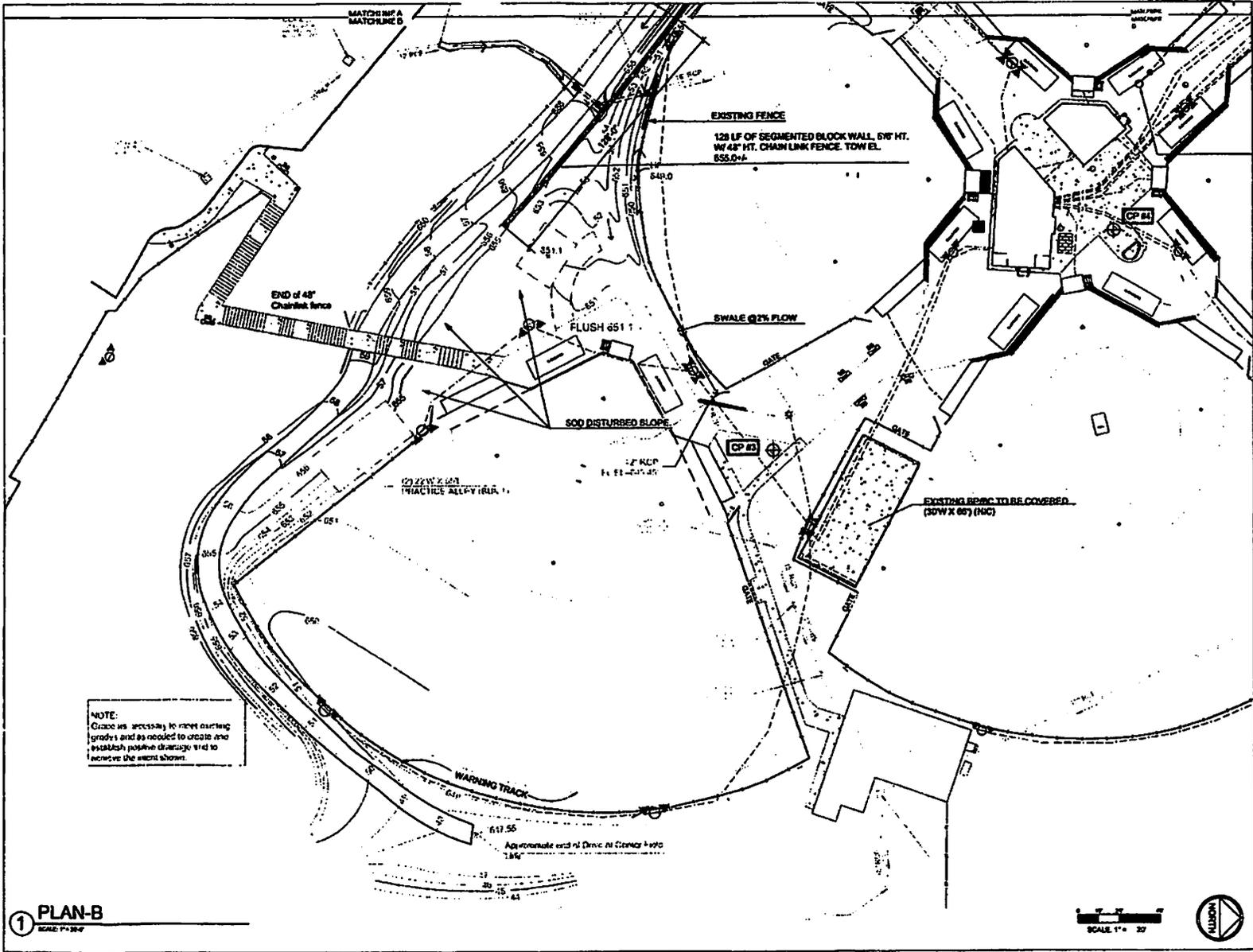
1 PLAN-A
SCALE: 1" = 20'



Phase 2- Fields 3, 4 & 5
Mountain Brook Baseball Fields
Mountain Brook, Alabama

Date: May 21, 2010

Sheet
2 of 4



NOTE:
 Grade as necessary to meet parking
 grades and as needed to create and
 establish positive drainage tied to
 receive the street shown.

① PLAN-B
 SCALE: 1" = 20'-0"

SCALE: 1" = 20'



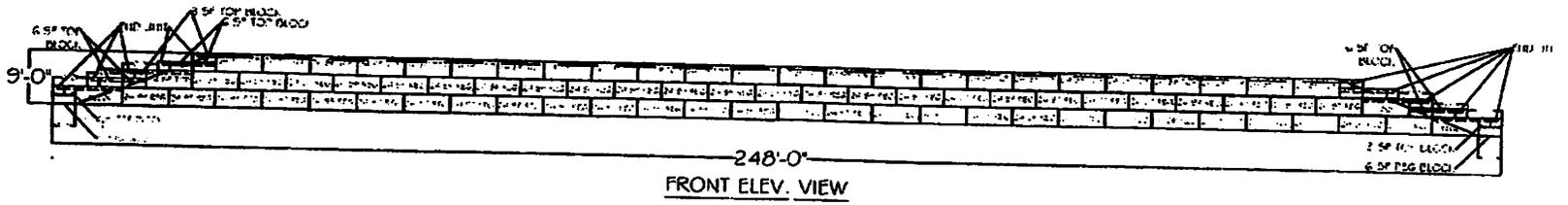
Kelly
 ENGINEERS ARCHITECTS

1000
 1000
 1000

Phase 2- Fields 3, 4 & 5
Mountain Brook Baseball Fields
 Mountain Brook, Alabama

Date: May 21, 2019

Sheet
 13 of 4



248'-0"
FRONT ELEV. VIEW

- 53- 24-44 REG BLOCKS
- 28- 24-44 TOP BLOCKS
- 6-- 3-44 SF TOP BLOCKS
- 10- END UNITS
- 8-- 6-44 SF TOP BLOCKS

NOTE: THIS IS FOR PRELIMINARY LAYOUT ONLY.
ENGINEERING FOR THIS WALL PROVIDED BY OTHER.

RESOLUTION NO. 2020-065

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby rescinds Resolution No. 2020-058 awarding the bid approved the April 27, 2020, meeting of the City Council for the purchase of interlocking blocks required for a retaining wall between Files 3 and 4 at the Athletic Complex.

ADOPTED: This 11th day of May, 2020.

APPROVED: This 11th day of May, 2020.

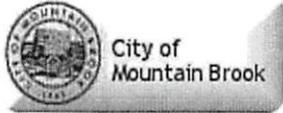
Council President

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on May 11, 2020, as same appears in the minutes of record of said meeting.

City Clerk



Steve Boone <boones@mtnbrook.org>

Annual ad valorem tax levy --City of Mountain Brook-Metadact-e_Error

1 message

Zeigler, Alan <azeitler@bradley.com>

Mon, May 4, 2020 at 2:01 PM

To: Steve Boone <boones@mtnbrook.org>

Cc: "BARLOW, DICKY" <BARLOWD@mtnbrook.k12.al.us>, "AUSTIN, KARI" <AUSTINK@mtnbrook.k12.al.us>

Steve –

I am following up on our earlier email correspondence.

Please find attached a suggested draft of an ordinance for consideration by the City Council levying the City's ad valorem taxes for the tax year commencing October 1, 2020.

For the most part, this draft is based on the form of Ordinance No. 922, adopted on May 12, 1986, which you provided to me. I believe that is the last ad valorem tax levy ordinance adopted by the City.

Among the changes from Ordinance No. 922, in addition to increasing the rate of the 10.6 mill school tax to a rate of 20.6 mills, you will note that I have added a reference to the millage rate of each municipal tax (principally for easy reference). I have continued the use of the "per centum" reference as well as the reference to the rate in terms of dollars and cents on each \$100 dollars of the assessed value of the taxable property.

I included a reference in section 1 to the article in the Alabama Code pursuant to which this levy is being adopted, and I added a sentence to section 2 to acknowledge the Code provision that this levy will remain in effect for each successive tax year unless a superseding ordinance is adopted by the Council.

Please let me know if there are any questions or comments. If you want me to attend the Council meeting or the work session at which this will be discussed, I will happy to do so.

I am available to assist you in getting certified copies of this to the county Tax Assessor (and also to Travis Hulsey for motor vehicles), in accordance with section 11-51-42.

I hope you are doing well during this difficult time.

Kind regards.

Alan

Alan K. Zeigler

Partner

e: azeitler@bradley.com w: bradley.com

d: 205.521.8257 f: 205.488.6257



Bradley Arant Boult Cummings LLP

One Federal Place, 1819 Fifth Avenue North
Birmingham, AL 35203-2119[LinkedIn](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [Blogs](#) | [My Bio](#)

ORINANCE NO. 2066

**AN ORDINANCE TO LEVY AD VALOREM TAXES FOR
THE CITY OF MOUNTAIN BROOK, ALABAMA,
FOR THE CITY TAX YEAR COMMENCING OCTOBER 1, 2020**

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

Section 1. That, pursuant to the laws of Alabama and particularly Division 2 of Article 1 of Chapter 51 of Title 11 of the Code of Alabama 1975, as amended, taxes are hereby levied for the City tax year commencing on the first day of October, 2020, on all real and personal property and other properties and franchises in the City of Mountain Brook, Alabama, subject to taxation by the laws of the State of Alabama based on the valuation of said property as assessed for county taxation as shown by the books of assessment for the State and County tax year ending on the 30th day of September, 2020, as follows:

(a) A tax of one and fifty-five one hundredths of one per centum, equal to 15.5 mills or one dollar and fifty-five cents on each one hundred dollars of the assessed value of taxable property, to be used for general municipal purposes;

(b) A further tax of two and six one hundredths of one per centum, equal to 20.6 mills or two dollars and six cents on each one hundred dollars of the assessed value of taxable property, in addition to the above-mentioned tax, for school purposes; the proceeds of such additional tax to be appropriated by the City Council of the City of Mountain Brook, Alabama, and used solely and exclusively for the erection, construction, building and/or the support, operation and maintenance, and/or for the purpose of securing the issuance of bonds to defray the cost of erection, construction, or building of public schools and public school buildings open to, serving and used by residents of the City of Mountain Brook, Alabama; pursuant to the Constitution and elections held on May 20, 1947, and on September 24, 2019; and

(c) A further tax of one and six one hundredths of one per centum, equal to 10.6 mills or one dollar and six cents on each one hundred dollars of the assessed value of taxable property, in addition to the above-mentioned taxes, to be used for general municipal purposes; pursuant to the Constitution and the election held on November 5, 1974.

Section 2. It is hereby acknowledged that, pursuant to section 11-51-42 of the Code of Alabama 1975, as amended, the levy herein made shall be continued for any succeeding tax year in the event a subsequent and superseding levy is not made. Should any provisions of this ordinance or any tax levied herein be held invalid, the remainder of said ordinance and any other tax or taxes levied herein shall not be affected thereby but shall remain in full force and effect; and all ordinances not in conflict herewith shall remain in full force and effect.

ADOPTED: This 11th day of May, 2020.

Council President

APPROVED: This 11th day of May, 2020.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of an ordinance adopted by the City Council of the City of Mountain Brook, Alabama, at its regular meeting held on May 11, 2020, as same appears in the minutes of record of said meeting, and published by posting copies thereof on May 12, 2020, at the following public places, which copies remained posted for five days as required by law:

City Hall, 56 Church Street
Gilchrist Pharmacy, 2850 Cahaba Road

Overton Park, 3020 Overton Road
Cahaba River Walk, 3503 Overton Road

City Clerk