REGULAR MEETING AGENDA
MOUNTAIN BROOK CITY COUNCIL

FEBRUARY 8, 2021, 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, public gatherings of 10 or more are generally not permitted without adequate social distancing. Should anyone wish to listen, observe or participate in the City Council meeting above, please join by way of the Zoom app (re: Meeting ID 801-559-1126, password 02082021). Should the meeting be interrupted for any reason, meeting attendees, participants and presenters should contact the City at city@mtnbrook.org for instructions.

1. Arbor Week proclamation.

2. Approval of the minutes of the January 25, 2021, regular meeting of the City Council.

3. Consideration: Resolution authorizing the purchase of light fixtures and equipment manufactured by Cooper Lighting, LLC by the City from Lighting Solutions of Alabama (a licensed Alabama Business and Cooper dealer) for $90,000; the same unit price that Cooper proposed in 2020 to sell this equipment to participants in the Sourcewell national, governmental entity purchasing cooperative. On November 30, 2020, the State of Alabama Department of Public Accounts approved the bidding process used by Sourcewell, thereby authorizing the City to purchase the lights at the stated price.

4. Consideration: Resolution authorizing the execution of a contractor agreement between the City and Stone and Sons Electrical Contractors for the installation of the aforementioned lights at the Mountain Brook Elementary playing field.

5. Consideration: Resolution authorizing the execution of a professional services agreement between the City and Sain Associates for the study of the potential necessity of a pedestrian crosswalk at the Mountain Brook Village Circle.

6. Consideration: Resolution authorizing the execution of an agreement between the City and United Ability, Inc. (dba Gone For Good Document Destruction) to provide community document destruction and e-waste recycling services.

7. Consideration: Resolution authorizing the removal of a street light between 321 and 325 Overbrook Road in Mountain Brook.

8. Consideration: Resolution authorizing the execution of an Agreement for Fire and EMS Services for C-K Breckenridge, LLC.

9. Consideration: Resolution authorizing the installation of a street light in the vicinity of 3820 Spring Valley Road.

10. Consideration: Resolution authorizing the execution of a contractor agreement between the City and Goodgame Company with respect to the Public Works roof replacement project.

11. Consideration: Ordinance extending for another 90-days the temporary modification of the temporary restaurant sidewalk dining regulations first implemented upon the adoption of Ordinance No. 2067 on May 11, 2020 and subsequently extended upon the adoption of Ordinance Nos. 2073 on August 10, 2020 and 2088 on November 9, 2020).
12. Consideration: Ordinance extending for another 90-days the time restrictions for the on-street public parking located in Mountain Brook, Crestline and English Village first implemented upon the adoption of Ordinance No. 2068 on May 11, 2020 and subsequently extended upon the adoption of Ordinance Nos. 2074 on August 10, 2020 and 2089 on November 9, 2020.


14. Announcement: The next regular meeting of the City Council is February 22, 2021, at 7:00 p.m. (means and location to be announced).

15. Adjourn.
ARBOR WEEK PROCLAMATION

Whereas, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

Now, Therefore, I, Stewart H. Welch III, Mayor of the City of Mountain Brook, do hereby proclaim February 22 through February 26, 2021, as

ARBOR WEEK

in the City of Mountain Brook, and I urge all residents to celebrate the occasion and to support efforts to protect our trees and woodlands, and

Further, I urge all residents to plant trees to gladden the heart and promote the well-being of this and future generations.

Given under my hand and the City of Mountain Brook, Alabama, on this 8th day of February, in the year of our Lord, 2021, and of the Independence of the United States of America, 245th.

Stewart H. Welch III, Mayor
Pursuant to a proclamation issued by Governor Kay Ivey on March 18, 2020, elected officials are allowed to meet remotely by means of Internet video or telephone conference and the public was invited to listen to, observe, or participate in the meeting by such means. The elected officials met by way of Internet video conference and allowed the public to listen, observe and participate by the same means.

The City Council of the City of Mountain Brook, Alabama met informally by way of Internet video conference at 6:15 p.m. on the 25th day of January, 2021. 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
         Gerald A. Garner
         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. Village Circle Project update—Sim Johnson of the Board of Landscape Design

      - Preliminary design drafts were viewed in December
      - The consultants are considering the optimal plantings and other details currently
      - It is expected that the conceptual design will be presented to City officials within the next couple of months
      - A traffic study will likely be necessary to ensure that the plantings will not obstruct the view of motorists
      - The scheduled sewer project (spring 2022) is not expected to impact Village Circle area
      - There are three tree within the area that the City Arborist wants removed that were not contemplated when this project began
      - The proposed traffic study contract with Sain may be presented to the City Council as early as February 8, 2021

   2. Request to remove a street light at 321 Overbrook Road—Ben Webster (Appendix 1)

      The elected officials expressed no opposition to the idea of removing this street light. The City Manager will mail notifications to area residents informing them that this matter will be formally considered by the City Council on February 8, 2021.

   3. Request for the city to conduct a study on the feasibility of a turn arrow at Oakdale/Bethune (no turn lane)—Richard Caudle of Skipper Consultants (Appendix 2)

      - While this intersection has been discussed several times, there has been no formal traffic study performed
      - The elected officials previously expressed their opposition to installing a turn lane due to the impact on residents along Oakdale
      - School officials have not requested a turn arrow
Richard Caudle of Skipper Consulting stated that a traffic study will cost $2,500. If a turn arrow is warranted, additional cost estimates include $3,000 for design and $7,500 to reprogram the traffic light.

The elected officials expressed their opposition to formally studying this intersection as there are alternative routes that may be used to enter and exit the area without traveling through this intersection at peak morning and afternoon school hours.

Caudle: The last study showed a 2,000 foot que. A traffic study could determine whether a traffic study might help or hurt the existing que during peak periods.

4. Request for a street light at 3820 or 3829 Spring Valley Road—Stacey McElrath (Appendix 3)

Chief Cook: Six traffic accidents were observed over the past ten years none of which were attributable to speed. Of the six, five were single car accidents.

The elected officials expressed their agreement to consider this request further. The City Manager is to mail notices to affected residents informing them that the matter will be formally considered by the City Council on February 8, 2021.

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

2. ADJOURNMENT

The being no further topics for discussion, Council President Smith adjourned the meeting at approximately 7 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 videoconference on January 25, 2021, 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 February 8, 2021
MINUTES OF THE REGULAR OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
JANUARY 25, 2021

[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 elected officials met by way of Internet video conference and allowed the public to listen, observe and participate by the same means.]

The City Council of the City of Mountain Brook, Alabama met by way of Internet video conference at 7:00 p.m. on the 25th day of January, 2021. 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
          Gerald A. Garner
          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. 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 January 12, 2021, regular meeting of the City Council

   2021-007 Authorize the execution of the “MWCF Deductible Addendum – 2021” and such other documents that may be determined necessary with respect to the $300,000 deductible workers’ compensation insurance coverage and claims administration services for the policy year beginning February 1, 2021

   Thereupon, the foregoing minutes and resolution (No. 2021-007) were introduced by Council President Smith and a motion for their immediate adoption made by Council member Shelton. The minutes and resolution were then considered by the City Council. Council President Pro Tempore Pritchard seconded the motion to adopt the foregoing minutes and resolution. Then, upon the question being put and the roll called, the vote was recorded as follows:

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

   Nays:  None

   Abstained: None
Council President Smith thereupon declared that said minutes and resolution (No. 2021-007) were adopted by a vote of 5—0 that and as evidence thereof she signed the same.

2. CONSIDERATION OF AN ORDINANCE (NO. 2097) AMENDING THE 2021 BUDGET TO INCLUDE THE ONE-TIME PAY ADJUSTMENT APPROVED BY THE CITY COUNCIL ON DECEMBER 14, 2020 (RESOLUTION NO. 2020-216) (APPENDIX 2)

The ordinance was introduced in writing by Council President Smith who then invited comments. There being no comments or questions, President Smith called for a motion. Council member Shelton made a motion 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 is given and that the reading of the ordinance at length be waived. The motion was seconded by Council President Pro Tempore Pritchard. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia C. Smith  
William S. Pritchard, III  
Gerald A. Garner  
Lloyd C. Shelton  
Alice B. Womack

Nays: None

Abstained: None

The Council President Smith declared the motion passed by a vote of 5—0.

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

Ayes: Virginia C. Smith  
William S. Pritchard, III  
Gerald A. Garner  
Lloyd C. Shelton  
Alice B. Womack

Nays: None

Abstained: None

The Council President Smith declared that the said ordinance (No. 2097) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

3. SCHOOL SYSTEM UPDATE

Council President Smith invited Dr. Barlow to give his School System update.

Superintendent Richard Barlow:
- For most of the first semester, cases averages below 20 cases weekly
- The week of December 18, there were 84 cases of Covid-19 confirmed (teachers and students)
- Recently, the CDC reduced the quarantine period from 14 to 10 days
- Last week the entire CPM staff was quarantined requiring considerable effort to remain open
- Aides are being reassigned between schools to keep operations running as smoothly as possible under the circumstances
- We are now averaging 25 positive cases weekly and about 115 students quarantined
• The Schools continue to keep students together in their classes/groups to avoid cross exposures which minimizes the number of students to be quarantined when someone test positive
• 70% of the high school teachers are juggling both virtual and in-person students
• At the secondary schools, Wednesdays are virtual days for students
• The goal, once infection rates drop, is to transition to a late (10 a.m.) start for in-person instruction to allow teachers time to work with others virtually between 8 a.m. and 10 a.m.
• While the infection rate is higher than at any time this fall, the numbers seem to be trending down in Jefferson County
• The School System continues to try to secure vaccines for its teachers. While not released to this group in Jefferson County yet, some instructors have been able to get vaccines in other less densely populated counties.
• Regarding construction, the Board plans to borrow around $75 million
• The major projects include the Junior High, High School and Brookwood Forest.
• Improvements are planned for all six schools
• Bids will be staggered to allow contractors greater opportunity to secure portions of the work
• Construction is expected to begin immediately once school ends and will span a three year period
• Restroom work will be done during the summers only over the next three years

4. ANNOUNCEMENT

The next regular meeting of the City Council is tentative scheduled for February 8, 2021, at 7:00 p.m. (means to be announced).

5. ADJOURNMENT

There being no further business or matters for discussion, Council President Smith adjourned the meeting at approximately 7:20 p.m.

6. 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 videoconference on January 25, 2021, 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 February 8, 2021

EXHIBIT 1

RESOLUTION NO. 2021-007

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that City Council hereby authorizes the execution of the “MWCF Deductible Addendum – 2021”, in the form as attached hereto as Exhibit A, and such other documents that may be determined necessary with respect to the $300,000 deductible workers’ compensation insurance coverage and claims administration services for the policy year beginning February 1, 2021.

APPENDIX 1
RESOLUTION NO. 2021-009

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the purchase of Ephesus brand LED lights to be installed at the Mountain Brook Elementary playing fields, such purchase to be made from Lighting Solutions using the Sourcewell national, governmental entity purchasing cooperative approved by the Alabama Department of Examiners of Public Accounts.

ADOPTED: This 8th day of February, 2021.

_________________________________________
Council President

APPROVED: This 8th day of February, 2021.

_________________________________________
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 February 8, 2021, as same appears in the minutes of record of said meeting.

_________________________________________
City Clerk
Date: February 2, 2021

To: Council Members

From: Shanda Williams, Parks and Recreation

Subject: New Lights at MBE Field

The Park Board would like to replace the lights at the Mountain Brook Elementary field with new LED lights. We found a different brand of lights than the ones we used at the Athletic Complex that we would like to use. These are Ephesus brand lights and have been used at the University of Georgia as well as other prominent locations. We worked with a local dealer to figure out what we need on this field to achieve a good light level for youth sports, including lacrosse. We will re-use the existing poles and remove the old lights and brackets. The new lights will come with their own brackets and a wireless controller or “hub”. We will be getting the traditional white lights, plus some colored lights for special effects. We expect this feature to be an exciting addition for the youth games.

These light fixtures cost $90,000 and can be purchased through Sourcewell, a purchasing co-op that has been approved by the state. Sourcewell has a contract with CooperLights to provide the Ephesus lights and Lighting Solutions of Alabama is a local dealer out of Vestavia. I have attached all the supporting documents—the quote, a summary of the light fixtures, the active dates and number of the contract between Sourcewell and Cooper Lights, and the state’s letter of approval of Sourcewell and their bidding procedures.

In a separate agenda item, I am also asking for the approval of a contract with Stone and Sons to install the lights at MBE. I requested quotes from local electricians and received two quotes: $35,634 from Titan Electric and $26,230 from Stone and Sons.

Both parts of this project total $116,230.

I have $150,000 budgeted based on previous estimates we had received from other sources and these quotes came in well under that. Also Senator Dan Roberts graciously donated $53,516 to help with the new lights. That will be a huge help on this project!

The installation of these lights will take approximately two weeks. Since the school and sports will be using the fields consistently throughout the school year, we will wait until June for the delivery and installation of the lights. All parties have agreed to this.

I have shared the plan for new lights with BOE and MBE representatives, Tommy Prewitt and Ashley McCombs, with no complaints. Steve Stine has reviewed and approved all parts as well.

We feel these new LED lights will improve the safety of the players, reduce light pollution for the neighbors, and reduce the monthly electric bill.
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**Quotation Notes:**

Prices are in US Dollars

Customer shall pay all taxes, duties, levies or fees.

Payment terms are subject to credit approval.

Standard Incoterms of FOB Origin will apply.

This estimate is non-contractual.

Quote allows 4-5 weeks for fixture delivery.

LED fixtures include a 10-year parts warranty; reference version 04/09/2020.

Third party vendors extend their respective warranties, terms & conditions and exclusions apply.

Quote assumes that lighting circuit voltages are within 3% of nominal. Any sag or surge outside of that voltage range must be corrected before fixtures are installed.

Quote assumes electrical distribution system is properly grounded/bonded in accordance with NEC (NFPA 70) and for electronics as specified in IEEE Emerald Book.

Metallic conduits are not acceptable grounding methods for LED lighting systems. Improper grounding may impact fixture warranty.

Quote is for quantity of fixtures used in design 2001961R1. Fixture quantity/price are subject to change upon design revisions and/or technical scope review.

Geotech soil analysis costs not included, quote assumes standard foundation and soil condition of 2,000 PSI

Unforeseen environmental conditions that necessitate additional foundation design or modification may result in additional charges.

Structures quoted according to ATC Hazards by location ASCE 7-95 Wind Speed requirements; additional requirements may result in additional charges.

Cooper Lighting LLC reserves the right to take exception to any specification, drawing or detail that has not been communicated through the RFP.

Purchaser assumes all liability for any specification, drawing or detail not communicated at time of quotation.

Quote allows 8-10 weeks for fixture delivery.

Freight on structures is allowed for one complete shipment. Partial shipments will result in additional charges which is not included in this quotation.

Offloading of structures not included. Cooper Lighting is not responsible for any offloading related back charges.

Structural locations must be accessible and unobstructed.

Installation assumes standard 8-hour business hours, variations from schedule may result in additional charges.

Quote includes bid by licensed entities anticipated to perform the work.

Quote includes: auguring pole foundation holes, setting pole stubs in holes, center/plum/brace and backfill with 3000 PSI concrete. Build out pole tops including mounting cross arm assemblies, mount and wire all fixtures in place. Crane rental to set all pole tops in place, fixture aiming, commissioning, training and final clean up.

Quote excludes: Supply and installation of main distribution panel, breakers, contactors and switching. Installation, trenching and connections of underground conduit and wiring for each pole, permitting, bonding and prevailing wages.

Additional charges may apply if electrical power is not available at time of installation.

**Cooper Terms and Conditions:**

Prices are valid for 60 days after final approval unless otherwise noted on the quotation.

This assumes standard transportation methods and carriers are used.

Any special transportation requirements (including, but not limited to - city delivery truck, union driver, lift gate) will increase cost and may require additional charges to the customer.

Ephesus Sports Lighting has a $5,000 minimum pre-paid freight allowance. All orders less than $5,000 will be charged $100 per fixture freight.

Reference Cooper Lighting’s Terms & Conditions on our website for all product line freight allowances.

All other standard terms and conditions apply - please see the website for details.
Ephesus Sports Lighting (Cooper Lighting, LLC)

Sports Lighting

#071619-CPL
Maturity Date: 08/27/2023

Contract Documents

Sports Lighting with Related Supplies and Services
Contract #071619-CPL
Effective 08/27/2019 - 08/27/2023

Contract Documentation

- Request for Proposal (RFP) (222.49 KB)
- Contract (1.05 MB)

Competitive Solicitation Documentation

- Proposal Opening Record Page (203.07 KB)
- Proposal Evaluation (119.84 KB)
- Evaluation Committee Comment & Review (194.69 KB)
- Proof of Publication (2.21 MB)
- Board Resolutions (6.23 MB)

Search Vendors & Contracts

General Contracts
eziQC Contracts

Sourcewell’s website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization’s services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.
Ephesus
LUMASPORT 8
White LED Sports & Entertainment Luminaire

Typical Applications:
- Pro Arenas
- University & Collegiate Arenas
- University & Collegiate Stadiums
- Multi-Event & Convention Centers
- Gymnasiums & Field Houses

Interactive Menu
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- Visor (VHE) Configuration page 4
- Performance Data page 5
- Optical Performance Data page 6
- Ordering Information for Accessories page 8
- Accessory Dimensions and Part Details page 9
- Example System Topology page 11

Product Certification

Top Product Features
- 55,000 or 90,000 lumen output options
- Glare and cutoff control via Hybrid Reflector and TIR Optical System
- Reduce install time with pre-aimable two-piece assembly
- Virtually eliminate maintenance with power redundancy
- Industry leading light source reliability with Chip-on-Board LEDs
- Greater than 92% lumen maintenance at 55,000 hours
- Wired DMX or Wireless AirMesh controls options to suit your needs

Dimensio nal Details

LIGHT HEAD

- TOP
- 7.70in [195.58mm]
- 18.65in [473.50mm]
- HEAD ON
- 12.27in [311.68mm]
- HEAD OFF
- 7.51in [191.04mm]
- 18.65in [473.50mm]
- BOTTOM

DRIVER BOX

- TOP
- 13.7in [347.92mm]
- FRONT
- 16.7in [424.61mm]
- PROFILE

COOPER
Lighting Solutions

TD528018EN page 1
December 2, 2022/9:09 AM
Ephesus
PRISM RGBA
RGB LED Sports
& Entertainment Luminaire

Typical Applications:
- Pro Arenas
- University & Collegiate Arenas
- University & Collegiate Stadiums
- Multi-Event & Convention Centers
- Gymnasiums & Field Houses

Interactive Menu
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- Performance & Optical Performance Data page 3
- Required Mounting Options and Accessories page 4
- Sample System Topology page 6

Product Certification
- UL
- FCC
- IP66

Top Product Features
- Custom-engineered optics precisely direct light while minimizing glare
- Control options provide flexibility and fan experience effects
- Rugged and weather-tight for use even in harsh environments
- Solid state design means no moving parts - maintenance-free operation

multi-colored light

Dimensional Details

HEAD ON

LEFT PROFILE

BACK

16in [381mm]

15-7/16in [392mm]

17-1/8in [435mm]

Clearance for 3/4in [20mm] Bolt
2-7/8in [73mm] Slot diameter
Clearance for 3/8in Bolt
Ephesus
AirMesh Hub
Wireless Lighting System Controls

Top Product Features
- Can be installed anywhere you need wireless, push-button control
- Five-button, pre-programmed switch provides easy control of all lights at specified dimming levels (0%, 25%, 50%, 75%, 100%)
- Can communicate via LAN connection, Wi-Fi, or through a cellular network*
- Weather-protected for outdoor venues
- Includes internal surge protection
- Enables Static and Dynamic Scenes

Dimensional Details

HEAD ON

LEFT PROFILE

BOTTOM

*Subject to continuous improvement efforts; specifications are subject to change without notice.
Rachel Laurie Riddle  
Chief Examiner  

November 30, 2020

Alabama Community College System  
Alabama County Commissions  
Alabama Municipalities  
City and County Boards of Education  
Other Entities subject to §§ 16-13B-1, et seq. and 41-16-50, et seq., Ala. Code 1975

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), Ala. Code 1975, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department’s review, the competitive bid process used by Sourcewell is approved for use through December 31, 2021. This approval authorizes the purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), Ala. Code 1975. This approval does not apply to State Public Four-Year Universities within the State of Alabama.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased are not at the time available on the state purchasing program or are not available at a price equal to or less than that on the state purchase program. Id. Further, any such purchases must be made through a participating Alabama vendor holding an Alabama business license if such vendor exist. Id.

Should the Department receive notice that Sourcewell or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Sourcewell’s competitive bid process approval will subject to immediate revocation by the Department.

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle  
CHIEF EXAMINER

RLR/jcp
RESOLUTION NO. 2021-010

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of a contractor agreement between the City and Stone and Sons Electrical Contractors, Inc., in the form as attached hereto as Exhibit A, with respect to the installation of LED lights at the Mountain Brook Elementary playing fields.

ADOPTED: This 8th day of February, 2021.

__________________________
Council President

APPROVED: This 8th day of February, 2021.

__________________________
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 February 8, 2021, as same appears in the minutes of record of said meeting.

__________________________
City Clerk
CONTRACTOR AGREEMENT

Stone and Sons Electrical Contractors, 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”) on the understated project (the Project)

   Name of Project: Install LED Lights at MBE field
   Site of Project: Mountain Brook Elementary Field
                  3041 Cahaba Road
                  Mountain Brook, AL 35213

2. Scope of Work. See Exhibit A (which includes the City Scope of Work and January 27, 2021 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 up to six (6) 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 Twenty-six thousand two hundred and thirty dollars ($26,230.00) as compensation for performing the Work (the “Contract Price”). Unless agreed in a writing or amendment to this Agreement that is signed by duly
authorized representatives of both Parties, the total amount payable to the Contractor for the Work shall not exceed the Contract Price.

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

(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.

(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.

(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.


a. This Agreement which is comprised of this instrument, the City Scope of Work attached to Exhibit A and the January 27, 2021 Contractor Proposal attached to Exhibit A (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. 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
For a 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: ____________________________

STONE AND SONS ELECTRICAL CONTRACTORS, INC

By: ____________________________

Its: ____________________________

Date: ____________________________
EXHIBIT A – SPECIFICATIONS

1. **Scope of Work.**

See attached

(a) January 2021 request from City titled “Replace Athletic Lights at Mountain Brook Elementary Field” (the “City Scope of Work”); and

(b) January 27, 2021 Contractor Proposal to install City-supplied Lights per the attached December 8, 2020 specifications prepared by Ephesus Sports Lighting.

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 Parties anticipate the Work will be performed in June 2021. Weather permitting, Contractor expects to complete the Work within an approximate 2 week period after the City provides it a Notice to Proceed.

3. **Project Representatives.**

City Project Representative: Contractor Project Representative:
Shanda Williams
3698 Bethune Drive
Birmingham, AL 35223
Email: williamssh@mtnbrook.org
Day Tel #: 205-802-3879
Brody Stone
2530 Queenstown Road
Birmingham, AL 35210
Email: bstone@stoneandsons.com
Day Tel #: (205) 833-8494

4. **Special Conditions.**

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

8
RESOLUTION NO. 2021-011

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of a professional service agreement/work authorization between the City and Sain Associates, in the form as attached hereto as Exhibit A, with respect to traffic engineering services to support the installation of a pedestrian crosswalk at Village Circle in Mountain Brook Village.

ADOPTED: This 8th day of February, 2021.

__________________________________________________________________________
Council President

APPROVED: This 8th day of February, 2021.

__________________________________________________________________________
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 February 8, 2021, as same appears in the minutes of record of said meeting.

__________________________________________________________________________
City Clerk
February 2, 2021

Sam Gaston
City Manager
56 Church Street, PO Box 130009
Mountain Brook, AL 35213

SUBJECT: Scope and Fee
Village Circle - Crosswalk and One-Way Review
Mountain Brook, AL

Dear Sam:

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

Scope of Services
Sain Associates will provide professional traffic engineering services to support your Village Circle modification project in Mountain Brook, AL. The modifications being currently considered are constructing crosswalks at four locations along Village Circle and converting a portion of the roadway to one-way operations. The following tasks will be undertaken as part of our work:

- We will collect 4.5 hour turning movement counts at the 5 intersections along Village Circle between 7:30 – 9:00 AM and 3:00 – 6:00 PM. These counts will be summarized and presented on volume figures. The counts will include vehicles, pedestrians, and bicyclists.
- The traffic counts will be used to detail the amount of exposure pedestrians would face during the peak periods if the proposed crosswalks are constructed.
- We will evaluate and list the pros/cons of installing pedestrian crosswalks along Village Circle. This will include evaluating the pedestrian sight lines (from pedestrian to vehicle and from vehicle to pedestrian) for existing conditions and for the proposed conditions with mature vegetation, benches, and paths in place. Elevations for the proposed changes will be provided by OLIN/NLA/LANDAU.
- If pedestrian crosswalks are recommended, we will also recommend the appropriate signage and pavement markings to be installed in conjunction with the crosswalks.
- We will also evaluate the potential impacts of converting the northeast quadrant of Village Circle to one-way operations and list the pros/cons of that conversion.
- We will summarize our data collection and evaluation into a memorandum for your review and approval.
- For the purposes of preparing a fee, our budget includes preparation for and attendance at two meetings in Mountain Brook. We are available to attend meetings throughout the duration of the project. Attendance at any additional meetings will be undertaken on an hourly basis per the attached terms and conditions, with your authorization.
Exclusions
The following services are excluded from this proposal but can be provided if deemed necessary and requested by you:

- Traffic Modeling
- Additional Meetings

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

Crosswalk and One-Way Review (including traffic counts @ $2,000) .........................$7,500 (fixed fee)

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

Schedule:
We are available to start work immediately upon receipt of the signed contract or NTP.

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.

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.

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).
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.

Charles Cochran, P.E., PTOE, RSP
Project Manager
AL P.E. # 36282

Enclosures:
Sain Terms & Conditions (sch. 2021)

OFFERED:
SAIN ASSOCIATES, INC.
BY: Jeff Stephenson, P.E., PTOE
Traffic Team Leader
AL P.E. #25129

Signature of Authorized Representative

Date: February 2, 2021

ACCEPTED:
CITY OF MOUNTAIN BROOK

BY: _______________________
Signature of Authorized Representative

_________________________
Print Name & Title

Date: _______________________

Engineering Better Partnerships
SAIN ASSOCIATES, INC.
TERMS AND CONDITIONS

Rates:
Principal .................................................. $180.00 - $250.00 per Hour
Engineer/Planner ...................................... $98.00 - $144.00 per Hour
Senior Engineer ....................................... $150.00 - $200.00 per Hour
GIS Professional ....................................... $120.00 - $133.00 per Hour
Designer .................................................. $87.00 - $122.00 per Hour
Surveyor .................................................. $93.00 - $130.00 per Hour
Survey Crew (1-Person) ......................... $70.00 per Hour
Survey Crew (1-Person + Robot) ............ $140.00 per Hour
Survey Crew (2-Person) ......................... $140.00 - $160.00 per Hour
Survey Crew (3-Person) ......................... $180.00 - $195.00 per Hour
Survey Per Diem ....................................... $150.00 per person per Night
Administrative Support .............................. $60.00 - $75.00 per Hour

Reimbursable Expenses
Printing, contract carrier service, and travel expenses are not included within our basic fee and will be passed along to you at our cost, plus 10%.

Payment
To be made monthly based upon the percentage of work completed and invoiced to you. Your obligation to pay for services rendered hereunder is in no way dependent upon your ability to obtain financing, to obtain payment from a third party, or to obtain approval of any governmental or regulatory agencies, or upon your 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 Sain will issue a past due statement with interest of 1½% per month from said thirtieth (30th) day. Sain may elect to seek assistance in collection of accounts in excess of 120 days in which case you 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. We reserve the right to suspend services under this agreement until receipt of payment in full for all amounts due for services rendered and expenses incurred.

Standard of Care
The standard of care for all professional services performed or furnished by Sain Associates under this Agreement will be the skill and care used by members of Consultant’s profession practicing under similar circumstances at the same time and in the same locality. Sain makes no warranties, express or implied, under this Agreement or otherwise, in connection with Sain’s services.

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

Schedules, Budgets and Estimates or Opinions 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.

Jobsite Safety/Construction Phase Services
The Contractor has sole responsibility for jobsite safety and construction means and methods, not the design professional. The Consultant/design professional is not responsible for the acts or omissions of any contractor, subcontractor or material supplier.

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 this 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.

Dispute Resolution
Client and Sain Associates agree that if a dispute arises out of or relates to this contract, 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 irrevocably prejudice one of the parties. Mediation to take place in County where project is located and if mediation cannot be agreed upon by parties then it is agreed that AAA (American Arbitration Association) will appoint mediator.

Indemnification
Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, 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 an ownership and property 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 by others acting through Client.

Schedule 2021
Charles,

I would like to present the Sain contract regarding the Village Circle project to the Mountain Brook city council at their next premeeting on February 8th for authorization. However, the scope of work needs to be clarified please from what is stated in the attached initial draft you provided on January 15th. The crosswalk locations are most important to be studied by Sain together with sight lines that may be effected by the mature height of proposed vegetation in the islands and proposed benches and paths in the islands. In order to comprehensively study the best use of the Village Circle space, we feel compelled to additionally study the effect of one-way travel on improving safety and traffic flow, particularly looking at whether making the section of the outer vehicular circle in front of Abhi/Carrigans one way turning from Montevallo Rd onto Cahaba Rd and removing the turn there from Cahaba Rd to Montevallo Rd to improve traffic and enlarge that island’s depth toward Abhi/Carrigans, but potential one-way changes are much less important to the design team than study of the sight lines and crosswalks.

I would appreciate if you would please revise the proposal to clarify the inclusion of the sight line work regarding island paths, benches and vegetation. Please also note that Sain will be provided proposed elevations to review from OLIN/NLA/LANDAU. Please call me if you have any questions and I recommend that instead of addressing the proposal to Joel, as the initial draft was, that you instead direct the revised proposal to City Manager Sam Gaston. Sam or I will loop in city attorney Whit Colvin sooner than later to finalize the paperwork, but I have left Whit off for now as we are cleaning up the scope of work.

Thank you and Sain very much for your assistance with the Village Circle project!

Sim S.W. Johnson
Chair, Mountain Brook Board of Landscape Design

cell 205.215.8621
Instagram @simswjohnson

Begin forwarded message:

From: "Cochran, Charles" <CCochran@sain.com>
Date: January 15, 2021 at 4:14:51 PM CST
To: Joel Eliason <jeliasan@nimrodlong.com>
Cc: Simeon Johnson <simeonjohnson@msn.com>, "Venonsky, Judy" <jvenonsky@theolinstudio.com>, Chris Landau <chris@landau.design>, "Currie, Nathan" <NCurrie@sain.com>, "Bailey, Alicia" <abailley@sain.com>
Subject: RE: Mountain Brook Village Circle Improvements

Joel,

I have attached our scope and fee for this work. Please let me know if you have any questions. I’m out of my office the rest of the day but you can reach my on my cell at 334-669-9621 if you would like to discuss.
Thanks,

Charles Cochran, P.E., PTOE, RSP  
Project Manager  
Direct: 205.263.2174

From: Bailey, Alicia <abailey@sain.com>  
Sent: Friday, January 8, 2021 1:43 PM  
To: ‘Joel Eliason’ <jeliasong@nimrodlong.com>  
Cc: Simeon Johnson <simeonjohnson@msn.com>; Venonsky, Judy <jvenonsky@theolinstudio.com>; Chris Landau <chris@landau.design>; Currie, Nathan <NCurrie@sain.com>; Cochran, Charles <CCochran@sain.com>  
Subject: RE: Mountain Brook Village Circle Improvements

Thanks Joel,  
We will prepare a proposal. Charles Cochran with our office will be our traffic project manager. He will be in touch with you to discuss the crosswalk locations. Thanks.

From: Joel Eliason <jeliasong@nimrodlong.com>  
Sent: Thursday, January 7, 2021 2:35 PM  
To: Bailey, Alicia <abailey@sain.com>  
Cc: Simeon Johnson <simeonjohnson@msn.com>; Venonsky, Judy <jvenonsky@theolinstudio.com>; Chris Landau <chris@landau.design>  
Subject: Mountain Brook Village Circle Improvements

Alicia --

Design concepts for the Village Circle are moving forward and we anticipate having schematic concepts to present to the City sometime in the next few months. Once the concepts are presented, the intent is to engage Sain to assist with concept review and comment and to determine if a traffic study is warranted by the proposed design changes.

We'd like Sain to review proposed new pedestrian crosswalks to several islands and the circulation and safety aspects of adding those. We also need Sain to address advantages and disadvantages of making Village Circle one way. The attached plan indicates where we anticipate adding crosswalks to serve the new island improvements.

We'd like to get a fee/scope proposal from you in the next week. If you have any questions, please give me a call.

Joel
RESOLUTION NO. 2021-012

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of an agreement between the City and United Ability, Inc. (dba Gone For Good Document Destruction), in the form as attached hereto as Exhibit A, with respect to a community document destruction and e-waste recycling event to be held in Mountain Brook.

ADOPTED: This 8th day of February, 2021.

______________________________
Council President

APPROVED: This 8th day of February, 2021.

______________________________
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 February 8, 2021, as same appears in the minutes of record of said meeting.

______________________________
City Clerk
THIS AGREEMENT ("Agreement") is made effective as of the 26th day of January, 2021, by and between
UNITED ABILITY, INC, an Alabama nonprofit corporation, doing business as GONE FOR GOOD DOCUMENT
DESTRUCTION (hereinafter called "GFG") and the CITY OF MOUNTAIN BROOK, ALABAMA with a billing address
of 56 Church Street, Mountain Brook, AL 35213, (hereinafter called "Client"). GFG and Client hereby agree as
follows:

Terms and Conditions

1. Event Address: Mountain Brook High School, 3650 Bethune Drive, Mountain Brook, AL 35223
2. Event Date and Time: Saturday, April 3, 2021 from 9:00 am until 1:00 pm.
3. Sole Terms. All services provided by GFG to Client for the Event are subject solely to the terms
   contained herein and any addenda agreed to by the parties in writing and attached hereto. No term or
   condition on Client’s purchase order or any other instrument, agreement or understanding shall be
   binding upon GFG unless agreed to by the parties in writing. All typographical and clerical errors are
   subject to correction.
4. Authorized Representative: Client’s authorized representative (“Authorized Representative”) shall be
   Tyler Slaten, slatent@mtnbrook.org, 205-802-3811.
5. Services.
   (a) Paper Materials. GFG Mobile-based operations: At the Event GFG staff will receive
       and dump paper material delivered by the public for shredding into a large rolling
       container, which will be locked when not in use by GFG staff and during transport to the
       mobile shred truck. Containers filled with sensitive Materials will be tipped and shredded
       on the mobile GFG truck. Paper material that has been shredded will be transported by
       GPG to a contracted recycling entity for baling within GPG’s sole discretion.
   (b) E-Waste. At the Event GPG Staff will receive electronic waste delivered by the public
       and properly dispose of that waste in the manner selected by GPG.
   Gone for Good will provide paper and e-waste disposal services for the Event at no charge.
7. Limitation of Liability. GFG is not liable for (a) any loss or damage whatsoever relating to the Material or
   its destruction by GFG or (b) for the repair, replacement or restoration of any destroyed Material.
   GFG’s aggregate liability, if any, arising under this Agreement or the provision of services to Client is
   limited to the amount of the Service Fees received by GFG from Client during the last year of the term
   of this Agreement. Notwithstanding the foregoing, in no event will GFG be liable for any special,
   indirect, consequential, exemplary, or punitive damages, loss of profits or revenue, or loss of use even if
   informed of the possibility of such damages. To the extent permitted by applicable law, these
   exclusions and limitations will apply regardless of whether liability arises from breach of contract,
   warranty, tort (including but not limited to negligence), by operation of law, or otherwise.
8. Setoff. Client will not set off invoiced amounts or any portion thereof against sums that are due or may

February 3, 2021
become due from GFG, its parent, affiliates, subsidiaries or other divisions or units.

9. **Indemnification; Attorney's Fees and Collection Costs.** Intentionally Deleted because Service Fees are not contemplated pursuant to this Agreement.

10. **Miscellaneous.** This Agreement and any addenda attached hereto and agreed to by the parties in writing represents the entire agreement between the parties and supersedes any and all prior agreements and arrangements, whether oral or written between the parties that relate to the Event. No modification of this Agreement shall be binding unless in writing, attached hereto, and signed by both parties. This Agreement shall be construed in accordance with the laws of the State of Alabama. All words and phrases in this Agreement shall be construed to include the singular or plural number, and the masculine, feminine or neutral gender, as the context requires. The failure of either party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to that party under this Agreement, will not be construed as a waiver of that provision or any other provision, and the provision will continue to be in full force and effect. If any provision is found to be illegal, invalid, or otherwise unenforceable by any judicial or administrative body, then other provisions will not be affected and will remain in full force and effect. Provisions herein which by their very nature are intended to survive termination or cancellation of this Agreement will survive such termination or cancellation. Any notices to be given by one party to the other will be considered properly given if deposited in the United States Mail or by express mail, sent to Client at its billing address identified on the first page of this Agreement, and if to GFG, to the respective GFG branch with whom the original contract was signed unless notice of a new address is given and received in accordance with this paragraph.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first shown above.

UNITED ABILITY, INC. – “GFG”

By: ____________________________

Name: __________________________

Its: ____________________________

Date: ____________________________

2/3/2021

CITY OF MOUNTAIN BROOK, ALABAMA – “CLIENT”

By: ____________________________

Name: __________________________

Its: ____________________________

Date: ____________________________
RESOLUTION NO. 2021-013

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes Alabama Power Company to remove a street light in between 321-325 Overbrook Road.

ADOPTED: This 8th day of February. 2021.

________________________________________
Council President

APPROVED: This 8th day of February. 2021.

________________________________________
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 February 8, 2021, as same appears in the minutes of record of said meeting.

________________________________________
City Clerk
January 28, 2021

Dear Resident,

The City of Mountain Brook has received a request to remove an existing street light located between 321-325 Overbrook Road. (See attached map.) The street light over the crosswalk at Overbrook Road and Pine Crest Road will remain in place.

The Mountain Brook City Council will consider this request to remove this street light at its February 8, 2021 meeting which will begin at 7pm. Due to the COVID-19 pandemic, City Council meetings are held by Zoom. Check our website, www.mtnbrook.org, on Friday afternoon February 5th under Government, Agendas & Minutes, and scroll down to the 2/8/21 Agenda packet for the login information for the Council meeting on February 8th.

You are invited to attend this council meeting to express your support or opposition to the removal of this street light. If you cannot attend the February 8th City Council meeting, but would like to offer your comments on this request, please feel free to contact me at (205) 802-3800 or gastons@mtnbrook.org.

Sincerely,

Sam S. Gaston
City Manager
RESOLUTION NO. 2021-015

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 an Agreement for Fire Protection and EMS Services between the City and C-K Breckenridge, LLC, in the form as attached hereto as Exhibit A.

ADOPTED: This 8th day of February 2021.

__________________________________________
Council President

APPROVED: This 8th day of February 2021.

__________________________________________
Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City 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 February 8, 2021, as same appears in the minutes of record of said meeting.

__________________________________________
City Clerk
AGREEMENT FOR FIRE PROTECTION & EMS SERVICES

This Agreement for Fire Protection & EMS Services (the “Agreement”) is made and entered into between the City of Mountain Brook, Alabama, a municipal corporation (the “City”), and C-K Breckenridge, LLC c/o CLK Management Corporation (the "Owner") effective as of January 1, 2021. The City and Owner may be individually referenced herein as a “Party” or collectively as “Parties”.

WHEREAS, Owner owns residential facilities that are known as the Breckenridge Apartments and located at 3209 Greendale Place, Jefferson County, AL 35243, which location is within the police jurisdiction of the City but not within its municipal limits (the "Premises");

WHEREAS, Owner has requested that the City provide fire protection services for the Premises and emergency medical services to the occupants thereof (collectively, the “Services”);

WHEREAS, §11-43-142 of the Code of Alabama (1975) provides, in pertinent part, that the governing body of a municipality may authorize its fire department to enter a contract for rendering aid in fire protection in a place such as the Premises on such terms as may be agreed upon by that municipal body and the management of those Premises; and

WHEREAS, the City has agreed to provide the requested Services pursuant to the terms and conditions contained in this Agreement, and Owner agrees to accept and receive those Services on those terms and conditions.

WITNESSETH

In consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Owner and City agree as follows.

1. Scope of Services. The City agrees to provide the Services described herein during the Term of this Agreement.

2. Term. The term of this Agreement and period in which Services shall be provided will commence on January 1, 2021 and end December 31, 2023 (the “Term”). Each twelve-month period beginning on the start date of service or anniversary thereof may be referenced herein as a “Contract Year”.

Notwithstanding, this Agreement may terminate before its expiration if either of the following occur:

(a) Either Party may terminate this Agreement at any time during the Term by giving the other Party hereto at least thirty (30) days prior written notice of termination. In the event of such termination, City will refund to Owner the pro-rata portion of any annual fee that is attributable to the period remaining in a Contract Year after the effective time of termination; or

(b) If either Party fails to perform a material obligation owed to the other herein (a “Breach”), the Party not in default may terminate the Agreement effective fifteen (15) days after furnishing written notice of that Breach to the defaulting Party if it fails to take remedial action to cure the subject Breach within that cure period.
3. Fees. Owner shall pay the City the following annual fees for Services to be provided during the Term:

- 2021 - $17,500
- 2022 - $17,500
- 2023 - $17,500

Payments are due and payable no later than the first day of each Contract Year throughout the Term.

4. City’s Right to Allocate Resources. Owner understands and agrees that, in the event the City receives multiple calls for Services during a given period and its resources to respond and provide those Services must be allocated, the City may afford priority in responding and providing Services to buildings, structures and locations within the City limits before it responds to or provides Services to Owner’s Premises.

5. Exclusions from Scope of Services. Owner agrees, understands, and acknowledges that the scope of Services that are provided by the City hereunder do not include the following:

(a) the investigation, inspection, or evaluation of the Premises for compliance with fire prevention or safety codes, regulations, or standards that may be applicable in the jurisdiction in which the Premises is located, or to report or undertake any corrective or ameliorative action with respect thereto; or

(b) review of Owner’s building, architectural or other plans related to the construction or renovation of improvements on the Premises to determine compliance of any such plans with fire prevention or fire safety codes, regulations, or standards that may be applicable in the jurisdiction in which the Premises are located.

Further, no actions or operations City or its personnel related to or arising from it rendering aid for fire protection and other Services pursuant to this Agreement shall be deemed or construed to impose, establish, or recognize a duty or obligation on the City to investigate, inspect, or evaluate the Premises for compliance with any fire prevention or safety codes, regulations, or standards, to report or undertake any corrective or ameliorative action with respect thereto, or to create any special or enhanced standard of care with respect those operations.

6. Notwithstanding any other provisions contained in this Agreement, Owner agrees, acknowledges and understands that the City shall have no greater liability for claims with respect to it providing the Services or other its responsibilities hereunder based on alleged negligence, breach of contract or any other action, cause or theory that is greater than the limitations on recovery that are imposed under the provisions of the Code of Alabama 1975, Section 11-93-2, as now in effect or as may be modified.

7. Exclusion of Consequential Damages. In no event may Owner 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. Immigration Law Compliance. The Owner 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 Reason-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 shall provide documentation establishing that enrollment, and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations; and (iii) by signing this Agreement, it affirms, for the duration of the Agreement, 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 Owner 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.

9. Miscellaneous. (a) This Agreement may be executed in counterparts, a complete set of which together shall constitute an original and in duplicates, each of which shall constitute an original. Copies of this Agreement showing the signatures of the respective Parties, whether produced by photographic, digital, computer, or other reproduction, may be used for all purposes as originals. (b) This Agreement may not be amended or modified, and none of its provisions or the rights of any Party hereunder can be waived by their conduct, except by a subsequent writing executed by duly authorized representatives of each Party. (c) This Agreement expresses the entire agreement and all understandings between the parties concerning the subject matters herein. All statements, representations, understandings, and agreements heretofore made concerning the subject matters herein are merged into this Agreement, and unless those understandings or agreements are expressed herein, they are void and of no force and effect. (d) If the meaning of any provision herein is disputed or claimed to be ambiguous, no presumption shall be drawn against the party that drafted that provision(s). (e) The City and Owner are independent contractors. Nothing herein shall be deemed or construed to create an employer-employee relationship, principal-agent relationship, or relationship between them other than that of independent contractors.

In witness whereof, the Parties have caused this Agreement to be executed by their respective undersigned, duly authorized representatives on the date(s) indicated below.

Witness:

______________________________
Steven Boone, City Clerk

Witness:

______________________________
Kathleen Walser

City of Mountain Brook, Alabama (City)

By: __________________________

Its: __________________________

Date: _________ __, 2021

C-K Breckenridge, LLC c/o CLK Management Corporation (Owner)

By: __________________________

Its: Authorized Signatory

Date: January 13, 2021
January 19, 2021

Steven Boone
Director of Finance
City of Mountain Brook
PO Box 130009
Mountain Brook, Alabama
35213-0009

RE: Fire Protection and Emergency Medical Services Contract - Breckenridge Apartments

Dear Mr. Boone:

Attached please find the Fire and Emergency Medical Services Contract mentioned above for:

Breckenridge Apartments
3209 Greendale Place
Birmingham, AL 35243

Thank you.

Sincerely,

[Signature]
Margaret Walsh
Asset Manager
RESOLUTION NO. 2021-016

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 LED street light on an existing pole with a 20' bracket arm in the vicinity of 3820 Spring Valley Road 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 8th day of February, 2021.

______________________________
Council President

APPROVED: This 8th day of February, 2021.

______________________________
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 February 8, 2021, as same appears in the minutes or record of said meeting.

______________________________
City Clerk

Street Light at 3820 Spring Valley Road 2021-016
January 28, 2021

Dear Resident,

The City of Mountain Brook has received a request to mount a street light on an existing utility pole located at 3820 Spring Valley Road. (See attached map.) The street light will be a 35 watt LED with a 20’ arm.

The Mountain Brook City Council will consider this request at its February 8, 2021 meeting which will begin at 7pm. Due to the COVID-19 pandemic, City Council meetings are held by Zoom. Check our website, www.mtnbrook.org, on Friday afternoon February 5th under Government, Agendas & Minutes, and scroll down to the 2/8/21 Agenda packet for the login information for the Council meeting on February 8th.

You are invited to attend the February 8th meeting to offer your comments for or against this street light request. If you cannot attend the Zoom Council meeting, but would like to offer your comments, please contact me at (205)802-3800 or gastons@mtnbrook.org.

Sincerely,

Sam S. Gaston
City Manager
Install 35w Philips LED cobra on 20' bracket arm
# Lighting Services NESC® Lease Agreement (Governmental)

**Customer Legal Name:** City of Mountain Brook  
**DBA:** Spring Valley Rd

**Service Address:** 0 STREETLIGHTS, UNREG NESC LIGHTS 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

---

## Equipment

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<th>Qty</th>
<th>Wattage</th>
<th>Type</th>
<th>Description</th>
<th>OH/ UG</th>
<th>M/ UM</th>
<th>Equipment Amount ($)</th>
<th>Estimated Regulated Charge ($)</th>
<th>Estimated Monthly Charge ($)</th>
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<td>35</td>
<td>LED</td>
<td>LED Cobra - 4000k - gray - 3500 to 5000 Lumens</td>
<td>OH</td>
<td>UM</td>
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<td>$0.78</td>
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**Monthly Total:** $7.47

---

**Project Notes:** To install light on existing pole near curve on Spring Valley Rd

---

**Initial Term:** 36 months  
**Prepaid Amount:** $ 0.00

---

* 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

**Sign Here**  
**Print Name**  
**Print Title**

---

### Alabama Power Company

**Sign Here**  
**Print Name**  
**Print Title**

---

APC Internal Use Only - APC Reference Number (if applicable):
TERMS and CONDITIONS (NESC Governmental)

1. **Lightning 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 the Premises. The "Equipment" includes all poles, bases, wires, conduit, fixtures, controls, and related items necessary to provide lightning service through the listed fixtures, unless expressly noted otherwise in "Project Notes." Customer acknowledges that regulatory change during the Term may require APC to modify or replace some Equipment.

2. **Intend 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 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 2841, Birmingham, Alabama 35223; 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 request 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, 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 activities (items (i) through (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 shall be clearly marked before Installation.

7. **Equipment Protection and Damage:** After Installation and throughout this Agreement 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 notice and locate requests by calling Alabama 811 or 1-800-222-5555; and (ii) provide notice 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 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 waives any right to consequential, special, indirect, incidental, exemplary, punitive, loss of business reputation, or loss of use (including loss of revenues, 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 of Customer's Agreement obligations by Customer may 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, "Indemnifying" means "indemnifying. 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.
Install 35w Philips LED cobra on 20' bracket arm
This is a Ms. McElrath. Apparently the recent accident in this area has aroused the neighbors.

This is the study we conducted in the 3800 block of Spring Valley in late February of last year, 2020. 91% of traffic was traveling within 5 miles per hour of the speed limit or lower. 99% of traffic was traveling within 10 miles per hour of the speed limit or lower. After the study we placed flashing speed limit signs in the area and participated in extra patrol in the area for speeding. I do not believe we showed this to Richard but may be mistaken. The Chief reached out to Ms. Holt back then, and she was surprised with the results but seemed satisfied with the measures taken.

---------- Forwarded message ----------
From: Jason Carmack <carmackj@mtnbrook.org>
Date: Tue, Mar 3, 2020 at 8:38 AM
Subject: Fwd: Quick Question
To: Ted Cook <cookt@mtnbrook.org>

Lt. Jason Carmack
Patrol Division
Mountain Brook Police Department
101 Tibbett Street
Mountain Brook, AL 35213
(205) 802-3858
-------- Forwarded message --------
From: Sam Gaston <gastons@mtnbrook.org>
Date: Wed, Feb 19, 2020 at 3:28 PM
Subject: RE: Quick Question
To: ELIZABETH HOLT <elizabeth.holt@bbva.com>
Cc: Ted Cook <cookt@mtnbrook.org>, Jason Carmack <carmackj@mtnbrook.org>

What is your street? Our Police Dept would need to conduct a traffic and speed study first and other criteria would have to be met as well. Then our traffic engineer/consultant would have to review them.

Speed humps are not promote unless necessary because they slow down the response for emergency police and fire calls.

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: ELIZABETH HOLT [mailto:elizabeth.holt@bbva.com]
Sent: Wednesday, February 19, 2020 3:19 PM
To: gastons@mtnbrook.org
Subject: Quick Question

Hey Sam,

Hope you are doing well.
I am hoping you can point me in the right direction. My neighbors and I would like to apply to have speed bumps installed on our street and I am hoping you can tell me who we need to contact about that?

Thanks,

--

BBVA USA
Elizabeth Holt
Institutional Real Estate Credit Products Officer
Tel. 205.297.1364 - Cell. 205.732.2514 - Elizabeth.Holt@bbva.com
Daniel Building – 15 South 20th Street, Suite 1503, Birmingham, AL 35233
AL Bi CH NMB
Connect with BBVA Compass  Find us on Facebook  Follow us on Twitter
Before you print this message please consider if it is really necessary. Antes de imprimir este mensaje, por favor compruebe que es necesario hacerlo.

--

Lt. Jason Carmack
Patrol Division
Mountain Brook Police Department
101 Tibbett Street
Mountain Brook, AL 35213
(205) 802-3858
RESOLUTION NO. 2021-022

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of a contractor agreement between the City and Goodgame Company, Inc., in the form as attached hereto as Exhibit A, with respect to the Public Works roof replacement project.

ADOPTED: This 8th day of February, 2021.

____________________________________
Council President

APPROVED: This 8th day of February, 2021.

____________________________________
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 February 8, 2021, as same appears in the minutes of record of said meeting.

____________________________________
City Clerk
CONTRACTOR AGREEMENT

Goodgame Company, Inc ("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") on the understated project (the Project)

Name of Project: Public Works Roof Replacement Main Building

Site of Project: 3579 East Street
Mountain Brook, AL 35243

2. Scope of Work. See Exhibit A (which includes the City Scope of Work and January 6, 2021 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 specifications 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 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.

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 amount of Forty-Eight Thousand Eight Hundred Forty Dollars and thirty-five cents ($48,840.35) 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.

The City will pay the Contract Price after certification of completion of Work. Within ten (10) days following the successful completion of the Project, Goodgame 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 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.


a. This Agreement, which is comprised of this instrument, the City Scope of Work and the January 6, 2021 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 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, 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 (City)

By: ____________________________

Its: Mayor

Date: ____________________________

GOODGAME COMPANY, INC. (Contractor)

By: ____________________________

Its: ____________________________

Date: ____________________________
EXHIBIT A – SPECIFICATIONS

1. **Scope of Work.**

   See attached City Scope of Work and January 6, 2021 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 will complete the Work within an approximate 8-week period after receiving a Notice to Proceed from the City. The Parties understand that Contractor will order materials for the Project immediately after execution of the Agreement, and that the City will issue its Notice to Proceed after notification from Contractor that its materials are available.

3. **Project Representatives.**

   City Project Representative:                               Contractor Project Representative:
   Ronald Vaughn                                             Brad Kelly
   3579 East Street                                          2311 3rd Avenue South
   Birmingham, AL 35243                                      Pell City, AL 35128
   Email: vaughnr@mtnbrook.org                               Email: www.goodgamecompany.com
   Day Tel #: 205-802-38                                      Day Tel #: 205-338-2551

4. **Special Conditions.** None
SCOPE OF WORK

Name of Company: City Of Mountain Brook
Project Name: Roof Replacement Main Building Public Works
Project Manager: Ronald Vaughn
Prepared by: James S. Gay
Date: 12/17/2020

The Scope of Work is the official description of the work that is to be completed during the contract. The Scope of Work must be consistent with the project timeline.

PROJECT BACKGROUND AND DESCRIPTION STATEMENT

Replace existing metal roof of main building City of Mountain Brook Public Works.

TASK LIST
Each task has been assigned a number for reference throughout the rest of this document and during the commission of the project.

<table>
<thead>
<tr>
<th>Task No.</th>
<th>Task</th>
<th>Equipment &amp; Services Needed</th>
<th>Equipment Delivery Date</th>
<th>Reporting Head</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Order replacement Materials</td>
<td></td>
<td></td>
<td>Contactor</td>
</tr>
<tr>
<td>2</td>
<td>Removal and replacement of Public Works roof</td>
<td></td>
<td></td>
<td>Ronald Vaughn</td>
</tr>
</tbody>
</table>

PROBLEM STATEMENT

The original metal roof has several leaks and material has become unsightly.

PROJECT GOALS

<table>
<thead>
<tr>
<th>GOAL</th>
<th>HOW GOAL WILL BE ACHIEVED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Order Material and Replace Metal Roof with New materials before the end of August 2021</td>
<td>Get materials order in a timely manner. Project Schedule. Weather permitting, Contractor expects to complete the Work within an approximate 8 week period from the start of project.</td>
</tr>
</tbody>
</table>
PROJECT APPROACH PLAN

Remove existing metal roof.
Remove existing metal insulation.
Replace 4" thick metal building insulation.
Install new 24-gauge standing seam roof (colored).
Install New flashing, gutters and downspouts.
Remove debris from Public Works facility.

PROJECT MEETINGS

<table>
<thead>
<tr>
<th>Meeting Date</th>
<th>Purpose</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Meeting with Contractor the Week before removal occurs</td>
<td></td>
</tr>
</tbody>
</table>

By signing below, I verify that I am a representative of the below identified entity and that I have the authority to bind such entity.

Project Approval & Signatures

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Roof Replacement Main Building Public Works</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager:</td>
<td>Ronald Vaughn</td>
</tr>
</tbody>
</table>

The purpose of this document is to provide a vehicle for documenting the initial planning efforts for the project. It is used to reach a satisfactory level of mutual agreement among the Project Manager, Project Sponsors and Owners with respect to the objectives and scope of the project before significant resources are committed.
Date: January 6, 2021
To: City of Mountain Brook Public Works
   Attn: Darren Davis
   3579 East Street
   Mountain Brook, Alabama 35243

Email: daviddard@mtobrook.org

From: Brad Kelley

Subject: Roof Replacement Estimate

Goodgame Company is pleased to quote the following scope of work:

Roof replacement for the following roof section:
   1. 72’ x 60’ Office roof:
      - Remove existing metal roof panels;
      - Remove existing metal building insulation;
      - Furnish and install new 4” thick metal building insulation;
      - Furnish and install new 24-gauge standing seam roof (Colored);
      - Install new flashing, gutters and downspouts;
      - Remove debris from site;
      - Does not include any other roofs besides noted above;

   TOTAL:   $48,840.35

Exclusions:
   - All work is done on regular time;
   - Nothing not specifically mentioned;

Material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will be an extra charge order above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. The purchaser hereby agrees to secure and maintain hazard insurance in the amount no less than the contract-finished price. Said insurance must cover the minimum hazards of fire, lightning, windstorm, vandalism, and theft. Purchaser agrees that any deductible secured with the hazard insurance is the responsibility of the purchaser. Builder agrees to furnish General Liability Insurance and Workman’s Comp. Insurance. Due to rapidly escalating prices and extreme volatility in the pricing of steel, petroleum-based construction products and other related items, the price set forth in this proposal/contract applies only to orders that are ordered and paid for within 10 days of the date of this proposal/contract. All other orders shall be subject to change based on changes in the price of steel, petroleum-based construction products and other related items charged to Contractor.

We appreciate the opportunity to submit our quotation and look forward to working with you on this project. Please feel free to contact our office should you have any questions or need additional information.

Sincerely,

Brad Kelley
Project Manager
ORDINANCE NO. 2098

THIRD 90-DAY EXTENSION OF THE TEMPORARY MODIFICATION OF RESTAURANT SIDEWALK DINING REGULATIONS

WHEREAS, many small businesses and have suffered financially due to the business disruptions caused by government and business restrictions imposed to curtail the spread of the COVID-19 virus; and

WHEREAS, restaurants are among those small businesses facing economic challenges as those restrictions required them to cease on-premises dining; and

WHEREAS, the State of Alabama has passed new guidelines which permits restaurants to provide on-premises dining, albeit with appropriate safeguards; and

WHEREAS, the City, its small business community, restaurants and residents understand the importance of keeping appropriate safeguards in place so as maintain the progress that has been achieved through social distancing; and

WHEREAS, the City understands that continued productivity and economic activities are necessary to the welfare of business owners, employees, families and the entire Mountain Brook community and is committed to protecting both the economic health of its business owners and the health of the community; and

WHEREAS, one of the ways that the City believes on-premise dining can be made safer and compliant with State Health requirements is by use of outdoor dining areas, including those on sidewalks in front of dining establishments; and

WHEREAS, the City has detailed regulations and standards in place concerning the use of public sidewalks for dining operations and those regulations are designed to protect the character of the City’s historic villages; and

WHEREAS, during these unprecedented times, the City finds that temporary modification of some of those standards and regulations to be appropriate and necessary to permit business operations and the economic vitality of the community to continue, as well as to protect the health and safety of patrons.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mountain Brook, Alabama, pursuant to relevant provisions of the Emergency Management Agency Act of 1955, as amended, Governor Kay Ivey’s State of Emergency Proclamations and the Alabama State Health Officer’s Orders as follows:

1. For a period of time beginning on the date of passage of this Ordinance and ending 90 days thereafter (the “Restaurant Relief Period”), Section 46-6 of the City Code containing Sidewalk Café Regulations shall be temporarily modified so as to facilitate and expedite the ability of restaurants to utilize sidewalks for dining operations. Such modifications are as follows:

   a) Village Design Review Committee review and approval provided for in Section 46-6 (b)(2) & (3) shall not be required.

   b) City Council review and approval required by Section 46-6 (b)(4) shall not be required; provided, however, that city clerk shall not issue a Sidewalk Café Permit until such time as the owners of both the restaurant and the property have executed the City’s Hold Harmless & Release Agreement in the form attached hereto.
c) New sidewalk cafés permitted pursuant to these temporary modifications and expansion of existing sidewalk cafes shall also be subject to the following in lieu of those regulations found in Sections 46-6 (c)(1) & (2):

   a. Limitations on the area permitted to be used by a sidewalk café during the Restaurant Relief Period shall be temporarily modified so as to allow the area to be expanded beyond the area directly in front of the building in which the restaurant is located, as may be approved by the City Clerk, provided that sufficient clearance for pedestrian passage is maintained pursuant to ADA requirements.

   b. Operation of outdoor areas approved under these temporary standards shall be restricted to evening hours from 5:00 p.m. until close of business.

   c. Tables and chairs shall be removed from the sidewalk and stored during the hours in which operation is not permitted.

   d) Sidewalk cafes approved prior to the passage of these modification and under the existing Code provisions shall be permitted to continue to operate pursuant to and within the scope of the City Council approval for such café.

2. All other provisions of City Code Section 46-6 that are not specifically modified hereby shall remain in full force and effect.

3. The Administrative Processing Fee imposed pursuant to Section 46-6(b)(1) is hereby waived for all applications submitted pursuant to this Ordinance.

4. Repealer. All ordinances or parts of ordinances heretofore adopted by the City Council of the City of Mountain Brook, Alabama, that are inconsistent with the provisions of this ordinance are hereby expressly repealed.

5. Severability. If any part, section or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect notwithstanding such holding.

6. Effective Date. This ordinance shall become effective immediately upon adoption and publication as provided by law. The provisions of this ordinance shall expire ninety (90) days from the date of passage unless otherwise extended or made permanent by the City Council.

ADOPTED: This 8th day of February, 2021.

__________________________
Council President

APPROVED: This 8th day of February, 2021.

__________________________
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, as its meeting held on February 8, 2021, as same appears in the minutes of record of said meeting, and published by posting copies thereof on February 9, 2021, at the following public places, which copies remained posted for five (5) 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
ORDINANCE NO. 2099

AN ORDINANCE EXTENDING FOR 90-DAYS THE TIME RESTRICTIONS FOR THE ON-STREET PUBLIC PARKING LOCATED IN MOUNTAIN BROOK, CRESTLINE AND ENGLISH VILLAGES FIRST IMPLEMENTED UPON THE ADOPTION OF ORDINANCE NOS. 2068 ON MAY 13, 2020, 2074 ON AUGUST 10, 2020 AND 2089 ON NOVEMBER 9, 2020

WHEREAS, the City of Mountain Brook has been operating under a State of Emergency issued by the Governor of the State of Alabama and the City of Mountain Brook due to the COVID-19 pandemic; and

WHEREAS, COVID-19 is a highly contagious communicable disease spread by contact between people and activities of residents and patrons of City businesses have been restricted so as to minimize such contact through “social distancing”; and

WHEREAS, while COVID-19 impacts people of all ages, from children to the elderly, the greatest impact, in terms of severity, has been to the elderly and those with underlying medical conditions; and

WHEREAS, on this date, by order of the Governor and State Health Officials, the restrictions that were in place are being eased to permit the operation of most commercial establishments, including restaurants which, prior to today, had been restricted to “take out only” operation; and

WHEREAS, while most establishments may resume operation under careful social distancing guidelines, contactless commercial transactions remain the safest and most effective way to effectuate the social distancing, which is still believed to be necessary to manage the spread of COVID-19; and

WHEREAS, most of the City’s commercial enterprises in its historic villages are without dedicated private parking and rely on shared public parking to support operations; and

WHEREAS, in order to facilitate the use of “take out” services for restaurants and contactless “pick up” of other commercial goods, the City wishes to provide a parking zone on each block in Mountain Brook Village and Crestline Village for contactless delivery of services so those who want to utilize the services of commercial operations in those areas but want to maintain social distancing through contactless delivery will have a place to do so; and

WHEREAS, the City understands that continued productivity and economic activities are necessary to the welfare of business owners, employees, families and the entire Mountain Brook community and is committed to the economic health of its business owners and the health of the community; and

WHEREAS, during these unprecedented times, the City finds that temporary identification of “take out parking” and regulation of the use of spaces in those areas to be appropriate and necessary to allow the economic vitality of the community to continue, as well as to protect the health and safety of patrons.

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

Section 1. The parking spaces located on the following streets and identified as “Take Out Zones” on the attached parking maps shall be designated as “Take Out Only” and shall be used only for the delivery of food or other commercial goods directly to the automobiles parked therein:
Section 2. Vehicles parked in any “Take Out Zone” must be occupied and the occupants thereof must be waiting on the delivery of commercial services. Vehicles that are unoccupied or are parked in such areas for any other reason shall be in violation of this ordinance.

Section 3. Any person violating the provisions of Section 1 or 2 of this ordinance shall, upon conviction thereof, be punished within the limits and as provided by Section 50-107 of the Code of the City of Mountain Brook.

Section 4. Repealer. All ordinances or parts of ordinances heretofore adopted by the City Council of the City of Mountain Brook, Alabama, that are inconsistent with the provisions of this ordinance are hereby expressly repealed.

Section 5. Severability. If any part, section or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect notwithstanding such holding.

Section 6. Effective Date. This ordinance shall become effective immediately upon adoption and publication as provided by law. The provisions of this ordinance shall expire ninety (90) days from the date of passage unless otherwise extended or made permanent by the City Council.

ADOPTED: This 8th day of February, 2021.

________________________________________
Council President

APPROVED: This 8th day of February, 2021.

________________________________________
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, as its meeting held on February 8, 2021, as same appears in the minutes of record of said meeting, and published by posting copies thereof on February 9, 2021, at the following public places, which copies remained posted for five (5) days as required by law.

City Hall, 56 Church Street          Overton Park, 3020 Overton Road
Gilchrist Pharmacy, 2850 Cahaba Road    Cahaba River Walk, 3503 Overton Road

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City Clerk