Alternate Zoom meeting information to be used only if the Zoom meeting is disrupted unexpectedly:
Meeting ID: 889 6412 4727
Password: 802380
email: city@mtnbrook.org

PRE-MEETING AGENDA
MOUNTAIN BROOK CITY COUNCIL
CITY HALL COUNCIL CHAMBER (A108)
56 CHURCH STREET
MOUNTAIN BROOK, AL 35213
FEBRUARY 8, 2021, 5:30 P.M.

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

Due to COVID-19 and the mandate that public gatherings of 10 or more are not permitted. Therefore, should anyone wish to listen, observe or participate in the City Council meetings of February 8, 2021 at 7 p.m. (pre-meeting at 5:30 p.m.), please join by way of the Zoom app (re: Meeting ID: 801-559-1126, password 02082021).

1. Mosquito Control-Ronnie Vaughn (See attached information.)

2. Chevron signs for the “curve” at 3820 Spring Valley Road-Richard Caudle of Skipper Consultants (See attached information.)

3. Options for adding pedestrian push buttons on flashing signs at Church Street and Jackson Blvd by Crestline School-Richard Caudle of Skipper Consultants (See attached information. This item may be added to the formal agenda.)

4. FY-2021 Street Paving list-Ronnie Vaughn (See attached information. This item may be added to the formal agenda.)

5. Appoint Philip Young to the Jefferson County Intellectual and Development Disabilities Authority, Inc. to fill the unexpired term of Kimm Eckhoff (See attached information. This item may be added to the formal agenda.)

6. Guardrail contract for Wilderness Road at Cherokee Bend Condos-Ronnie Vaughn (See attached information. This item may be added to the formal agenda.)

7. Creation of a GIS Specialist position for the Department of Planning, Building and Sustainability-Dana Hazen (See attached information. This item may be added to the formal agenda.)

8. Auto allowance for Planner position –Dana Hazen (See attached information. This item may be added to the formal agenda.)

9. Executive Session
We have reduced the time spent on chemical mosquito control each year for several years. Last year we had one application in most all areas of the city and only two applications the year before. Each year our request for spraying goes down drastically and the number of complaints when we do spray have gone up each year. We receive calls requesting that we not spray and our trucks are stopped several times a night and asked to please not spray certain streets. Homewood and Vestavia have discontinued their spray programs and Hoover sprays very little but doesn't advertise that they spray.

We were spending $12,000.00 a year on chemicals but have reduced that line item slowly in recent years to only $2,000.00 last year. We would save approximately $80,000.00 every seven to ten years on equipment. I do have two employees that are classified as Herbicide Applicators but they run equipment and work in our Construction Division all year round except for the one to two weeks that we spray. With that said, we need to keep these two positions to continue the work they do when not spraying.

I would suggest we keep the employees classified as they are for now and keep the equipment for at least a year or two. Once we are satisfied that this is working we could then sell the equipment and reclassify the positions to Heavy Equipment Operators.

I will be happy to answer any questions.

Thanks

Ronnie Vaughn
Public Works Director
City of Mountain Brook AL
3579 East Street
Birmingham, Alabama 35243
205.802.3865 Office
205.967.2631 Fax
vaughnr@mtnbrook.org
Attached is a proposal to install chevrons on the curve in the 3800 block of Spring Valley Road for review and comments. I would prefer this to rumble strips as the next step.

Richard L. Caudle, P.E. (registered in AL and MS)
Skipper Consulting, Inc.
3644 Vann Road Suite 100
Birmingham, Alabama 35235
richard@skipperinc.com
(205) 655-8855 fax (205) 655-8825
Cell (205) 790-4307 home (205) 594-4708

Also, look and see if you think any rumble strips or reflectors would help in this area. There are curve/20MPH advisory speed limit signs at both ends as you approach the curve area.

Chief Ted Cook
Mountain Brook Police Department
101 Tibbett St.
Pedestrian Crossing Study
Church Street at West Jackson Boulevard
Tot Lot – Crestline Elementary School

Introduction

This report documents an analyses performed to determine options for improvements to the pedestrian crossing crossing Church Street at West Jackson Boulevard, generally between the Crestline “Tot Lot” and Crestline Elementary School. The City received a request on January 20, 2021 requesting that the City consider installing a “flashing light/crosswalk signal” for the crosswalk.

Existing Conditions

The existing traffic conditions in the area of the crosswalk are complicated by numerous signs. The crosswalk itself is 8 feet wide and is a high visibility ‘ladder’ design, with 6” white side lines and 2’ white crossbars. The markings are currently in good repair.

The crosswalk is further identified with two S1-1 School Zone Crossing signs, one facing Church Street eastbound on the south end of the crosswalk (near the Tot Lot) and one facing Church Street westbound on the north end of the crosswalk (near Crestline Elementary).

In advance of the crosswalk, there are two School Zone flashing assemblies. Each assembly has the following elements attached to round aluminum pole:
- A two-section yellow flashing beacon signal
- An S1-1 School Zone Crossing sign
- A "SCHOOL" placard
- A "NO CELL PHONE ZONE" sign
- A time placard "7:30-8:00 AM/2:30-3:30 PM"

The School Zone Crossing assembly on Church Street eastbound is approximately 155 feet in advance of the crosswalk. The assembly on Church Street westbound is approximately 125 feet in advance of the crosswalk. The flashing yellow beacons on the School Zone Crossing assemblies are activated by a time clock in a cabinet located on the back side of the aluminum pole.

In addition to the signs related to the crosswalk, there is also a flashing sign to alert motorists on Church Street eastbound that a fire truck is exiting Oak Street onto Church Street.

An overall layout of existing conditions surrounding the crosswalk is shown in Figure 1.
FIGURE 1. EXISTING SIGNS
Improvement Options and Cost Estimates

Three potential options were identified to install pedestrian-activated flashing lights for the pedestrian crossing crossing Church Street at West Jackson Boulevard.

Option 1 - Modify existing S1-1 School Zone Signs

Option 1 would modify the existing Flashing School Zone assemblies on Church Street to be activated by a pedestrian pushbutton in addition to operation via time clock control. The following work items would be involved:

- Replacing the existing time clock control cabinets (2 total) with new cabinets that would have pedestrian pushbutton control, a timer relay, and a time clock control
- Installing two pedestrian pushbutton stub poles at either end of the crosswalk

- Wiring the entire system together to allow each pushbutton to activate both flashing sign assemblies

Initial consideration of Option 1 revealed a significant concern: There is no clear method to install the wiring which would interconnect the two existing School Zone Crossing sign assemblies with the two proposed pedestrian pushbutton stub poles. Implementation will most likely require extensive underground conduit and directional boring work.

Cost to implement Option 1 is estimated as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction</td>
<td>$27,300</td>
</tr>
<tr>
<td>Design</td>
<td>$ 4,000</td>
</tr>
<tr>
<td>Total</td>
<td>$31,300</td>
</tr>
</tbody>
</table>

Approximately half of the cost estimate for construction involves underground wiring, conduit, and directional boring, the exact extent of which cannot be determined until detailed design efforts are undertaken.
Option 2 - Install New AC-Powered RRFB Assemblies

The second option to provide pedestrian-actuated flashing sign assemblies at the crosswalk would be to install new Rapid Rectangular Flashing Beacon (RRFB) assemblies at each end of the crosswalk. The sign assemblies would be AC-powered, and power appears to be readily available at the corner of Church Street/West Jackson Boulevard/Oak Street, near the Tot Lot.

Cost to implement Option 2 is estimated as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction</td>
<td>$23,000</td>
</tr>
<tr>
<td>Design</td>
<td>$ 3,500</td>
</tr>
<tr>
<td>Total</td>
<td>$26,500</td>
</tr>
</tbody>
</table>
Option 3 - Install New Solar-Powered RRFB Assemblies

The third option to provide pedestrian-actuated flashing sign assemblies at the crosswalk would be to install new Rapid Rectangular Flashing Beacon (RRFB) assemblies at each end of the crosswalk. The sign assemblies would be solar-powered. Solar power is possibly a viable option at this site due to limited tree cover directly over the road blocking exposure to the southern sky.

The advantage of Option 3 over Option 2 is that no conduit/directional bore crossing of Church Street would be required and no power service from Alabama Power Company would be required, eliminating the monthly recurring cost. The decreased cost of construction would generally be offset by the additional cost of the solar panels and batteries.

Cost to implement Option 3 is estimated as follows:

<table>
<thead>
<tr>
<th>Construction</th>
<th>$23,000</th>
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</thead>
<tbody>
<tr>
<td>Design</td>
<td>$3,500</td>
</tr>
<tr>
<td>Total</td>
<td>$26,500</td>
</tr>
</tbody>
</table>
Recommendation

This report does not constitute a detailed traffic study for the pedestrian crossing crossing Church Street at West Jackson Boulevard. Important factors such as pedestrian crossing volumes, pedestrian age, crashes, vehicle-pedestrian conflicts, and lighting have not been studied, and therefore the need for improvements to the existing pedestrian crossing has not been established by engineering analysis. The City, can of course, elect to proceed with improvements to the crossing without an engineering study, based on the citizen request and other personal experience and anecdotal evidence.

The recommended course of action for the City is, if the City decides to proceed with improvement to the existing crosswalk, for the City to implement Option 2 - Install New AC-Powered RRFB Assemblies.

Option 2 is, in the opinion of the Engineer, superior to Option 1 due to the unknown factors which would be encountered in attempting to interconnect wiring between the two existing signs and two new pedestrian pushbutton stub poles. Option 2 is, in the opinion of the Engineer, superior to Option 3 due to problematic experience with solar-powered systems at other locations in the City.
2021 Mountain Brook Paving

English Village Lane
23rd Street
Peacock Lane
Park Lane
Country Club Road (Ridge Drive to Montclair)
Sheridan Drive
Crestwood Drive
Crestview Drive & Circle
Delmar Terrace
Sheridan Place
Southwood Road
Grand Rock Road
Grand Rock Circle
Robin Drive
North Woodridge Road (Dip)
Green Valley Road (City Limits to Hwy. 280)
2021 City of Mountain Brook Paving Plan

English Village Lane Area
Country Club Road
Sheridan Place Area
Southwood Rd

Grand Rock Circle and Grand Rock Rd
Robin Dr
North Woodridge Road (DIP)

Green Valley Road
- Entire Road
  - English Village Lane
  - Robin Dr
  - Country Club Road
  - Sheridan Place Area
  - Southwood Rd

https://mountainbrook.maps.arcgis.com/apps/MapSeries/index.html?appid=c56f56d07cc3415fb786fc5766e53635
2021 City of Mountain Brook Paving Plan

- English Village Lane Area
- Country Club Road
- Sheridan Place Area
- Southwood Rd

Grand Rock Circle and Grand Rock Rd

- Entire Road
  - English Village East
  - Green Valley Road
  - English Village
  - English Village East
  - Robin Dr
  - North Woodridge Road (DIP)

https://mountainbrook.maps.arcgis.com/apps/MapSeries/index.html?appid=c56f56d07cc3415fb786fc5766e53635
January 26, 2021

Dear Mayor Welch:

On behalf of the Board of Directors of The Jefferson County Intellectual and Developmental Disabilities, Inc., we are respectfully requesting the appointment of Mr. Philip Young to our Board of Directors. In our Board meeting of January 26, 2021, the nomination of Mr. Young as our representative for the City of Mountain Brook was approved. Mr. Young has expressed his willingness to serve if appointed.

Mr. Young resides at 2300 Brook Manor Drive, Mountain Brook, Alabama 35223. Mr. Young brings to our Board the valuable perspective of being the parent of an adult child with a disability and our Board feels as though his contribution will be paramount.

We appreciate your consideration of Mr. Philip Young to fill the vacancy created by the resignation of Mrs. Kimm Eckhoff. Should you have any questions, please contact our Executive Director, Kendra Eidson at 205-945-9310 extension 242 and she will be happy to assist you.

Respectfully,

[Signature]
John Norman
Board President
PHILIP YOUNG

3342351738
bama.pyoung@gmail.com
2300 Brook Manor Drive,
Birmingham, Al 35223

PROFESSIONAL SUMMARY

Spent 40 years advising and serving high net worth families. Past President of University of Alabama Alumni Association, Past Chairman of Glenwood Mental Health, Montgomery YMCA board Executive Committee, Watersound Compass Point Condo Board, former Trustee Huntingdon College and other boards.

SKILLS

- Proven servant leader at work and in community

EXPERIENCE

My career began as a financial advisor, and retired as a financial advisor. Also served as a branch manager and regional director.

Financial Advisor

Sales Manager, ChemHaulers Truck Line, Aug 1973 - Feb 1979, Florence, Al
National Sales

EDUCATION

Bachelor of Science, Finance
University of Alabama, Tuscaloosa, Al
Finance with emphasis on transportation

May 1981
John,

It is bittersweet that I let you know that my husband has accepted a job in Boston with Harvard’s Beth Israel. His appointment is effective August 1, 2020 so my last meeting with the Board will be the April meeting so that I can focus on selling our house, buying a new one, all the while protecting my one at risk and helping our 15 yo with the transition. We have felt that Birmingham embraced us and have so many cherished friendships and fond memories. I hope that I have been a valuable asset to the BoaTd. I know I will truly miss The Board and the meaningful work that we do trying to protect the marginalized and unvoiced citizens of Jeff Co. I leave however, knowing they are in good, trustworthy hands.

Many many thanks for letting me part of this organization.

Please feel free to share with other Board members and staff.

Warmly,
Kim
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null
CONTRACTOR AGREEMENT

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

1. **Project.** Unless otherwise stated on the attached Exhibit A - Specifications (which is incorporated by reference), Contractor, at its expense, will furnish all the labor, materials, supplies, supervision, and equipment needed to perform the work, services, and operations (collectively, the “Work”) at Wilderness Road at Sharpsburg Drive (the “Site”) in accordance with the terms, conditions, and specifications in this Agreement and on Exhibit A (the “Project”).

2. **Term/Termination.** The term of this Agreement shall commence on the Effective Date and thereafter continue in effect for one (1) month (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.

3. **Contract Price/Invoice/Certification.** As stated on Contractor’s December 21, 2020 Quote Sheet that is attached to Exhibit A (the “December 21, 2020 Contractor Proposal”), Contractor estimates Eleven Thousand Seven Hundred Twenty-Five Dollars ($11,725.00) is the total amount it will be paid to perform the Work (the “Contract Price”). Notwithstanding, City agrees to compensate Contractor based on actual quantities installed at the Per Unit Price set forth on the December 21, 2020 Contractor Proposal.

Within ten (10) days following the successful completion of the Project, Contractor will submit to City Project Representative an invoice for the total amount it determines is payable by the City for the entirety of the Work. With such invoice Contractor shall submit records reasonably supporting its request for 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.
4. **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 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.

5. **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 oblige 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.

7. **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.

8. **Miscellaneous Provisions.**

   a. This Agreement (which includes Exhibit A) is comprised of this instrument and the December 21, 2020 Contractor Proposal. These instruments 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 concerning the Project 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 (including Exhibit A); and (3) the December 21, 2020 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, the Contractor shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations; (iii) it will comply with all applicable provisions of the Act with respect to subcontractors, if any, that it engages on the Project by entering into an agreement with or by obtaining an affidavit from such subcontractors providing work on the Project in Alabama that such subcontractors are in compliance with the Act with respect to their participation in the E-Verify program. Contractor further represents and warrants that it shall not hire, retain, or contract with any subcontractor to work on the Project in Alabama which it knows is not in compliance with the Act; and (iv) by signing this Agreement, it affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if Contractor is found to be in violation of this provision, it shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

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

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

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

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

CITY OF MOUNTAIN BROOK, ALABAMA

By: __________________________

Its: Mayor

Date: __________________________

ALABAMA GUARDRAIL, INC

By: Keith Dillard ________________

Its: President

Date: __________________________
EXHIBIT A – SPECIFICATIONS

1. **Scope of Work.**

   Install 175 feet of Cor-Ten guardrail along Wilderness Road starting at Sharpsburg Drive. (the “Scope”).

   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.** Contractor will commence performing the Work within two (2) days after the City issues a Notice to Proceed, and successfully complete the Project within thirty (30) days following its receipt of that notice.

3. **Project Representatives.**

   **City Project Representative:**
   Daniel Davis
   3579 East Street
   Mountain Brook, AL 35243
   Email: issi114000@msn.com
   Day Tel #: 205-802-3869

   **Contractor Project Representative:**
   Keith Dillard
   PO Box 126
   Cleveland Alabama 35048
   Email: kddillard@comcast.net
   Day Tel #: 205-625-3880

4. **Special Conditions.**

   Contractor shall be responsible for all traffic control.
ALABAMA GUARDRAIL, INC.  
P.O. BOX 126  
CLEVELAND, ALABAMA 35049  
TELEPHONE (205) 625-3866  
FACSIMILE (205) 625-3875  

QUOTE SHEET  

TO:  
Daniel Davis  

FROM:  
KEITH DILLARD  

COMPANY:  
City of Mountain Brook  

DATE:  
December 21, 2020  

FAX/EMAIL:  
davis@mtmbrook.org  

TOTAL NO. OF PAGES INCLUDING COVER:  
1  

PHONE NUMBER:  
205-802-3869  

QUOTE: CITY OF MOUNTAIN BROOK - COR-TEN GUARDRAIL  

We respectfully submit the following quote for guardrail material and installation, as per your request, on your project: Wilderness Rd at Sharpsburg Drive  

<table>
<thead>
<tr>
<th>ITEM DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>EXTENDED PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steel Beam Guardrail Class A Type 2</td>
<td>175</td>
<td>LF</td>
<td>$65.00</td>
<td>$11,375.00</td>
</tr>
<tr>
<td>Guardrail End Treatment (Half Round)</td>
<td>2</td>
<td>EA</td>
<td>$175.00</td>
<td>$350.00</td>
</tr>
</tbody>
</table>

TOTAL QUOTE AMOUNT: $11,725.00  

- All quotes are based on customer provided quantities.  
- Payment is due on actual quantities installed. Quote is approximate quantities  
- Alabama Guardrail, Inc. is not responsible for utilities  
- Presence of any existing utilities will need to be relocated before installation.  
- Price is good for 60 days.  
- Request contract be issued Per Unit Price, lump sum contract not acceptable.  
- Quote based on the assumption there will be normal working conditions.  
- Quote assumes rock will not be encountered.  

We are pleased to submit this quote for consideration. If approved, a Purchase Order, Work Agreement or Contract will be required prior to scheduling the work to be done. Thank you for thinking of us for your guardrail needs.  

Keith Dillard  
Keith Dillard, President
DATE: February 8, 2021

TO: Mayor, City Council & City Manager

FROM: Dana Hazen, Director of PB&S

RE: Budget Modifications for Planning, Building, & Sustainability

The PB&S Department has completed its interview process for the GIS Manager position (vacated in August 2020). Three rounds of eligibility lists from the Personnel Board were exhausted, including GIS Tech II (G22) and GIS Specialist (G25). No qualified candidates emerged from the Tech II eligibility list; therefore, the council is asked to approve the creation of the GIS Specialist position.

The candidate that is most qualified for the position is a classified employee with another municipality (GIS Tech II, G22/10, $69,118). The proposal is to bring him to the city as a GIS Specialist (G25/4, $71,240). The 2021 PB&S budget for the GIS manager is $78,187.

For the GIS position, an annual auto allowance of $3,000 is proposed to compensate for a wide variety of field work, including data collection for Public Works and Parks/Rec. An auto allowance has historically been granted to the GIS manager, but was left out of the 2021 budget as an overabundance of caution in an uncertain fiscal year. Since the GIS position has been vacant for the first 5 months of the fiscal year the PB&S budget is approximately $30,000 in the black; therefore, it is proposed to add this auto allowance back into the budget at this time.

It is also proposed to add into the budget an annual auto allowance of $3,000 for the Planner position. Duties for this position entail routine field inspections for VDR and BZA case work, inspections for zoning complaints, and inspections for stormwater compliance. Approval of these two auto allowances would bring the PB&S annual budget for auto allowances from $7,800 to 13,800, where they were in the 2020 budget (see attached).
RESOLUTION NO. 2021-

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the creation of one (1) Geographic Information Systems Specialist position (2575, G25/4) for the Planning, Building, and Sustainability (PB&S) department to be filled at the discretion of the City Manager in accordance with the “Rules and Regulations” of the Personnel Board of Jefferson County, and to amend 1105-6160 of the PB&S budget to include an annual $3,000 auto allowance for the GIS position.

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

GIS Specialist for the Planning, Building, and Sustainability Dept 2021-
RESOLUTION NO. 2021-

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes a amendment to 1105-6160 of the PB&S budget to include an annual $3,000 auto allowance for the Planner position (3084, G22).

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
### Budget Preparation Worksheet
City of Mountain Brook, Alabama  
Year Ended September 30,

#### Planning, Building & Sustainability

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Ledger Number</th>
<th>Description</th>
<th>Actual 2019</th>
<th>Budget 2020</th>
<th>Projected 2020</th>
<th>Budget 2021</th>
<th>Reference/Notes</th>
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<tbody>
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#### (1300) Inspection Services

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<tr>
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<th>Ledger Number</th>
<th>Description</th>
<th>Actual 2019</th>
<th>Budget 2020</th>
<th>Projected 2020</th>
<th>Budget 2021</th>
<th>Reference/Notes</th>
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