REGULAR MEETING AGENDA
MOUNTAIN BROOK CITY COUNCIL

FEBRUARY 22, 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 0222021). Should the meeting be interrupted for any reason, meeting attendees, participants and presenters should contact the City at city@mtnbrook.org for instructions.

1. Approval of the minutes of the February 8, 2021, regular meeting of the City Council.

2. Consideration: Resolution designating City Manager Sam Gaston as the City’s Principal Executive Officer and “Administrator” associated to the “Hagood Street” site in the Alabama Environmental Permitting and Compliance System (AEPACS).

3. Consideration: Resolution authorizing the execution of a professional services agreement between the City and Skipper Consulting for their provision of traffic engineering services to a traffic control device designed for the pedestrian-actuated flashing beacon for the crosswalk crossing Church Street at West Jackson Boulevard.

4. Consideration: Resolution authorizing the execution of a contractor agreement for the replacement/ modification of the interior glass curtain in the O’Neal Library atrium.

5. Consideration: Resolution amending/clarifying the City’s holiday leave policy (and Employee Handbook).


7. Consideration: Ordinance amending Chapter 14 of the City Code with respect to fees associated with small cell antenna installations.


9. Comments from residents and attendees.

10. Announcement: The next regular meeting of the City Council is March 8, 2021, at 7:00 p.m. (means and location to be announced).

11. Adjourn.
[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 5:30 p.m. on the 8th day of February, 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. Mosquito Control—Ronnie Vaughn (Appendix 1).

It was the general consensus of the elected officials that the routine spraying (by way of truck-mounted fogger) program be discontinued. Public Works can still perform backpack spot spraying upon request and utilize larvicide tablets for infestations in standing water as needed.

2. Fiscal year 2021 street paving list—Ronnie Vaughn (Resolution No. 2021-019 was added to the formal meeting agenda.)

3. Guardrail contract for Wilderness Road at Cherokee Bend Condos—Ronnie Vaughn (Resolution No. 2021-021 was added to the formal meeting agenda.) The guardrail is needed to help prevent motor vehicles from crashing into the apartments below (two such accidents have occurred within the past six months). The cost of the unbudgeted project is approximately $11,000, however, there are sufficient budgetary funds available from another line item to cover the cost.

4. Roof replacement contract for Public Works—Ronnie Vaughn (Re: Resolution No. 2021-022, formal agenda item 10.) This project is budgeted and needed to address a recurring leaky roof issue over the main Public Works building.

5. Chevron signs for the “curve” at 3820 Spring Valley Road—Richard Caudle of Skipper Consultants (Appendix 2).

It was the general consensus of the elected officials:

a. That the proposed street not be installed as it is opposed by some residents and it will not provide any meaningful lighting of the curve over 180 feet away

b. Public Works will have the street restriped and reflectors installed at the suggestion of Charles Butterworth of 3825 Spring Valley Road (in the vicinity of the curve) to make the street more visible to motorists.
c. The Police department shall place the mobile speed detection devices on the street temporarily to alert motorists of their travel speeds and increase enforcement efforts in an attempt to slow traffic.
d. The neighbors were invited to return to the City Council should the perceived conditions not improve upon implementation of the aforementioned measures.
e. If any further modifications are warranted, the consultant suggests chevron signs (preferred over the street light per Mathew Nelson) before rumble strips due to the noise associated with rumble strips.
f. Reducing the speed (as suggested by Stacey McElrath) is not recommended by the consultant due to the length of the roadway and, according to the consultant and Police Chief, speed has been determined to be within acceptable limits based on the traffic study. The advisory (unenforceable) speed limit signed at the curve is 20 miles per hour.
g. Installing a stop sign as a means of reducing speed (as suggested by Betty Butterworth) when otherwise not warranted is discouraged by the consultant as motorists tend to ignore them thereby causing unintended risks.
h. The traffic engineer reaffirmed that “Children At Play” signage is not recognized as an approved traffic control device.

6. Options for adding pedestrian push buttons on flashing signs at Church Street and Jackson Boulevard at Crestline School—Richard Caudle of Skipper Consultants (Resolution No. 2021-018 authorizing the engineer to design the system was added to the formal meeting agenda. The purchase and installation agreement are expected to be presented for formal consideration at the February 22, 2021 meeting of the City Council.)
   - The consultant is recommending some type of flashing light pedestrian crossing signal
   - The improvement is needed primarily outside of the school drop-off and pick-up times when the crossing is generally controlled by crossing guards
   - Motorists frequently do not yield to pedestrians standing at the curb waiting to cross
   - It is contemplated that two Rapid Rectangular Flashing Beacons (RRFBs) will be recommended
   - The primary difficulty contemplated will be connecting the pedestrian activated push buttons to the lights
   - Option 2 is expected to be the best option at approximately $26,500

7. Appoint Philip Young to the Jefferson County Intellectual and Development Disabilities Authority, Inc. to fill the unexpired term of Kimm Eckhoff (Resolution No. 2021-020 was added to the formal meeting agenda.) Mr. Young was in attendance to introduce himself to the elected officials and was thanked for volunteering to serve.

8. Creation of a GIS Specialist position for the Department of Planning, Building and Sustainability—Dana Hazen (Resolution No. 2021-014 was added to the formal meeting agenda.)

9. Expense allowances for Planner and GIS Specialist positions—Dana Hazen (Resolution No. 2021-017 was added to the formal meeting agenda.)

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

2. EXECUTIVE SESSION AND ADJOURNMENT

   The being no further topics for discussion, Council President Pro Tempore Pritchard made a motion that the City Council convene in executive session to discuss 1) a real estate matter and 2) another matter involving the good name and character of an individual and that the City Council shall reconvene at approximately 7 p.m. upon conclusion of the executive session. The City Attorney certified that the subject matters were allowed to be discussed in executive pursuant to Alabama Law. The motion was seconded by Council member Womack. 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

President Smith then adjourned the pre-meeting at approximately 6:45 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 February 8, 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 22, 2021
MINUTES OF THE REGULAR OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
FEBRUARY 8, 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 8th day of February, 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. PRESENTATION

Mayor Welch read aloud the Arbor Week Proclamation (No. 2021-008, Exhibit 1).

Sim Johnson, Chairman of the Board of Landscape Design:
- These proclamations and City’s continued recognition demonstrates the community’s commitment to protecting its urban forest
- Expressed appreciation to the City Manager, elected officials and past administrations for its support and commitment to these efforts

City Manager Sam Gaston
- This the City’s 27th consecutive year of being recognized by Tree City USA and 19th Growth Award recognition
- The City will soon be sponsoring its annual tree giveaway
- On February 26 at 10 a.m. the City will be presented with the Arbor City Award of the Year by the State of Alabama Urban Forestry Commission
- At this ceremony the City will plant a tree at the corner of Church Street and Hoyt Lane to replace the large diseased oak recently removed

President Smith:
- Much of the City’s recognition over the years is the result of Mr. Gaston’s early involvement in getting the City to form the Tree Commission (now the Board of Landscape Design) back in the early to mid-1990s and thanked him for his efforts

2. CONSENT AGENDA
Council President Smith announced that the following matters will be considered at one time on the consent agenda provided no one in attendance objects:

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

2021-008 Arbor Week Proclamation

2021-009 Authorize 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.

2021-010 Authorize the execution of a contractor agreement between the City and Stone and Sons Electrical Contractors with respect to the installation of LED lights at MBE playing field (2021-009)

2021-011 Authorize 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

2021-012 Authorize 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

2021-013 Authorize the removal of a street light between 321 and 325 Overbrook Road in Mountain Brook

2021-014 Authorize the creation of one (1) Geographic Information Systems (GIS) Specialist position (Class No. 2575, G25/4) for the Planning, Building, and Sustainability department to be filled at the discretion of the City Manager in accordance with the "Rules and Regulations" of the Personnel Board of Jefferson Count

2021-015 Authorize the execution of an Agreement for Fire and EMS Services for C-K Breckenridge, LLC

2021-017 Authorize expense allowances and budget amendments for the GIS Specialist and Planner positions

2021-018 Authorize the execution of a professional services agreement between the City and Skipper Consulting to design a pedestrian crossing at the Totlot located at the intersection of Church Street and West Jackson Boulevard

2021-019 Approve the proposed 2021 street resurfacing list

2021-020 Appoint Philip Young to the Jefferson County Intellectual and
Thereupon, the foregoing minutes, proclamation (No. 2021-008) and resolutions (Nos. 2021-009 through 2021-015 and 2021-017 through 2021-022) were introduced by Council President Smith and a motion for their immediate adoption made by Council member Womack. The minutes, proclamation and resolutions were then considered by the City Council. Council President Pro Tempore Pritchard seconded the motion to adopt the foregoing minutes, proclamation and resolutions. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Virginia C. Smith, 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, proclamation (No. 2021-008) and resolutions (Nos. 2021-009 through 2021-015 and 2021-017 through 2021-022) were adopted by a vote of 5—0 that and as evidence thereof she signed the same.


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 President Pro Tempore Pritchard 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 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 the motion passed by a vote of 5—0.

After said ordinance had been considered in full by the Council, Council member Shelton moved for the adoption of said ordinance. The motion was seconded by Council President Smith. 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

Council President Smith declared that said ordinance (No. 2098) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

4. CONSIDERATION OF AN ORDINANCE (NO. 2099) 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 (APPENDIX 16)

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 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

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

Council President Smith declared that the said ordinance (No. 2099) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.
5. CONSIDERATION OF A RESOLUTION (NO. 2021-016) REPURPOSING AN AREA OF ROADWAY BETWEEN THE INTERSECTION OF CANTERBURY ROAD AND CAHABA ROAD AND CANTERBURY ROAD AND VILLAGE CIRCLE TO BECOME PART OF THE MEDIAN ISLAND SEPARATING CAHABA ROAD AND VILLAGE CIRCLE FOR AN INDEFINITE PERIOD OF TIME IN CONJUNCTION WITH THE FUTURE INSTALLATION OF TWO ROUNDBOUTS IN MOUNTAIN BROOK VILLAGE (EXHIBIT 17)

Council President introduced the resolution in writing and called upon the City Attorney to briefly describe the intent of the resolution.

City Attorney Whit Colvin:
- Actually, the resolution is not required
- The City has control over its streets and traffic circulation
- All of the subject area is currently within the City’s right-of-way
- The City is repurposing a paved street area as part of the median
- The “closure” will be for an indefinite period of time for purposes customary for a right-of-way

There being no further comments or discussion, the resolution was then considered by the City Council. Afterward, Council President Pro Tempore Pritchard made a motion that the resolution be adopted as presented. The motion was then seconded by Council President Smith. 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

Council President Smith then declared that Resolution No. 2021-016 is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

6. ANNOUNCEMENT

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

7. ADJOURNMENT

There being no further business or other matters for discussion, Council President Smith adjourned the meeting at approximately 7:15 p.m.

8. 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 February 8, 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 22, 2021
RESOLUTION NO. 2021-023

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby designates City Manager Sam Gaston as the City’s Principal Executive Officer and “Administrator” associated to the “Hagood Street” site in the Alabama Environmental Permitting and Compliance System (AEPACS).

ADOPTED: This 22nd day of February, 2021.

__________________________________________
Council President

APPROVED: This 22nd 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 22, 2021, as same appears in the minutes of record of said meeting.

__________________________________________
City Clerk
February 22, 2021

Alabama Department of Environmental Management
1350 Coliseum Boulevard
Montgomery, AL 35110

Re: Qualified Principal Executive Officer

To whom it may concern:

I hereby certify that the City Council has formally designated City Manager Sam Gaston as the City’s Principal Executive Officer and “Administrator” associated to the “Hagood Street” site in the Alabama Environmental Permitting and Compliance System (AEPACS). If you have any questions or require any additional information, please contact Sam Gaston at (205) 802-3803 or by e-mail at gastons@mtnbrook.org.

Sincerely,

Virginia Smith, President
Mountain Brook City Council
RESOLUTION NO. 2021-024

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 between the City and Skipper Consulting, Inc., in the form as attached hereto as Exhibit A, for their provision of traffic engineering services to a traffic control device designed for the pedestrian-actuated flashing beacon for the crosswalk crossing Church Street at West Jackson Boulevard.

ADOPTED: This 22nd day of February, 2021.

__________________________________________
Council President

APPROVED: This 22nd 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 22, 2021, as same appears in the minutes of record of said meeting.

__________________________________________
City Clerk
PROFESSIONAL SERVICES AGREEMENT
Between
The City of Mountain Brook and Skipper Consulting, Inc.

This Agreement is made by and between the City of Mountain Brook, Alabama ("Client"), doing business at 56 Church Street, Mountain Brook, Alabama 35213 and, Skipper Consulting, Inc. ("Consultant"), doing business at 3644 Vann Road, Suite 100, Birmingham, Alabama 35235.

WHEREAS, the Client requests that the Consultant perform professional traffic engineering services related to a traffic control device design for a pedestrian-actuated flashing beacon for the crosswalk crossing Church Street at West Jackson Boulevard in the City of Mountain Brook (the "Project" or "Services");

WHEREAS, the parties intend that the Consultant be authorized to start work on the services outlined in this agreement upon execution of this Agreement, and

WHEREAS, the Client and Consultant agree that the Services be performed pursuant to the terms of this Agreement, together with the attached Exhibit A and the Addendum related hereto, which writings constitute the entire agreement between them relating to this assignment.

1. PROFESSIONAL SERVICES: The Consultant agrees to perform the following Services under this Agreement:

SEE SCOPE OF WORK SET FORTH ON EXHIBIT "A"

The Consultant agrees to perform its Services in a manner that is consistent with professional skill and care that would be provided by other professionals in its industry under same or similar conditions, and in the orderly progress of the Project.

2. CLIENT'S RESPONSIBILITIES: Client, at its expense, will provide the Consultant with all required site information, existing plans, reports, studies, project schedules and similar information that is contained in its files. The Consultant may rely on the information provided by the Client without verification.

The Client will designate a representative who shall have the authority to act on behalf of the Client for this project.

The Client shall participate with the Consultant by providing all information and criteria in a timely manner, review documents and make decisions on project alternatives to the extent necessary to allow the Consultant to perform the scope of work within established schedules.

3. COMPENSATION/ BILLING/ PAYMENT: Skipper Consulting Inc. will undertake and perform the work and Services outlined in Exhibit "A" for a fixed fee (inclusive of all expenses) for a fixed fee in the following amounts:

Flashing Warning Beacon Design – Church Street at West Jackson Boulevard $ 3,500.00

The CLIENT will bill for its Services monthly based on the work completed during the billing period. Invoices for uncontested amounts are payable within 30 days from the receipt by the Client, and such payment shall not be contingent or dependent upon any conditions or any action or undertaking of the Client other than those conditions, if any, specifically set forth in this Agreement.
If complications or other unforeseen factors cause a change in the scope of work outlined in Exhibit "A", the Consultant will notify the Client in writing of the changes and any adjustments to the fee required by such change. If the Client wishes to undertake tasks that are identified as being outside the proposed scope of services, the Consultant will submit a proposal for the additional work. No additional work or services other than those contemplated herein shall be performed without the written approval of the Client.

If for any reason, payment for uncontested amounts reflected on invoices is more than 30 days delinquent, the Consultant shall have the right to stop work on the assignment until such payment is made. The Consultant will not be liable for any delays to project schedules caused for such work stoppage.

4. STANDARD TERMS AND CONDITIONS

The Client shall have final right of review and approval of all plans and specifications that shall be delivered in connection with the performance of the Services; however, review and approval shall not be withheld unreasonably.

The rights and obligations of the parties to this Agreement may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

Either party may terminate this Agreement upon 10 days' written notice to the other party should the defaulting party substantially fail to perform any or its material responsibilities in the Agreement through no fault of the party desiring to terminate. In the event of termination of this Agreement, due to the fault of a person or party other than the Consultant, Consultant shall be paid for Services performed to termination date.

The Consultant agrees to furnish consulting services only related to the Project. Consultant shall be responsible for coordination of its work with that of Client.

This Agreement (including Exhibit A and the Addendum) shall constitute the entire agreement between the parties concerning the matters herein, and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated into this Agreement.

Any modification or amendment of this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

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

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect.

Neither party to this Agreement shall be liable to the other for any loss, cost, or damages, arising out from or resulting from, any failure to perform in accordance with its terms where the causes of such failure shall occur due to events beyond a party’s reasonable control, include, but not limited to, the following: acts of God, strikes, lockouts, or other industrial disturbances, wars, whether declared or undeclared, blockades,
insurrections, riots, governmental action, explosions, fire, floods, or any other cause not within the reasonable control of either party.

Consultant shall secure and maintain such insurance as is reflected on the Addendum.

Client shall provide Consultant access to the Project site necessary for the Consultant to provide the services outlined.

The Client's reuse of any report, documents or other deliverables prepared by the Consultant for the Project on any other project without written verification by the Consultant shall be at the Client's risk.

The persons signing this Agreement warrant that they have the authority to sign on behalf of the Client and Consultant.

**CLIENT: CITY OF MOUNTAIN BROOK, AL**

**By:** Sam S. Melton
**Printed Name:** Sam S. Melton
**Title:** City Manager
**Date:** 2-9-21

**CONSULTANT: SKIPPER CONSULTING INC.**

**By:** Richard L. Caudle, P.E.
**Printed Name:** Richard L. Caudle, P.E.
**Title:** Senior Traffic Engineer
**Date:** February 9, 2021
EXHIBIT “A”
SCOPE OF WORK

The Consultant shall perform the following scope of work in relation to preparing a traffic control device design for the crosswalk crossing Church Street at West Jackson Boulevard in the City of Mountain Brook.

**Flashing Warning Beacon Design – Church Street at West Jackson Boulevard Crosswalk**

Based on the Council decision of February 8, 2021, the Consultant will prepare design plans for construction of a Rapid Rectangular Flashing Beacon warning system with pedestrian pushbutton actuation. It is anticipated that construction efforts would be less than $50,000, and thus could be performed under Public Works bid law. The Consultant will assist the City in selection of a contractor, reviewing equipment submittals, coordinating any required power service with the City and APCO, and performing an inspection of contractor work.

**Schedule**

The Consultant will perform the scope of work described above, up to and including issuing a design for contractor pricing, within a period of three (3) weeks from notice to proceed, barring unforeseen circumstances outside of the control of the Consultant.
ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MOUNTAIN BROOK AND SKIPPER CONSULTING, INC. – TRAFFIC ENGINEERING SERVICES (Church Street/West Jackson Boulevard Crosswalk)

THIS ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT ("the Addendum") between the City of Mountain Brook, Alabama ("the City") and Skipper Consulting, Inc. ("the Contractor") is entered between the parties.

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

1. Definitions. For purposes of this Addendum, the terms below have the following meanings:

A. "The City" refers to and includes the City of Mountain Brook, Alabama, and its constituent departments, boards, and agencies. The City may also be referenced in the Agreement as the "Client."

B. "The (this) Agreement" refers to the principal contract, agreement, proposal, quotation, or other document that sets forth the basic terms and conditions under which the Contractor is engaged to provide goods, materials, or services to the City, including the payment or other consideration to be provided by the City in exchange therefor.

C. "The Contractor" refers to the person, firm, or other legal entity that enters the Agreement with the City to provide goods, materials, or services to the City, and includes vendors and suppliers providing goods, materials, and services to the City with or without a formal contract as well as the Contractor's vendors, suppliers, and subcontractors. The Contractor may also be referenced in the Agreement as the "Consultant."

2. Dispute Resolution. If a disagreement, claim, issue or disagreement arises between the parties with respect to the performance of this Agreement or the failure of a Party to perform their respective rights or obligations hereunder (a "Dispute"), the parties will use reasonable efforts to resolve any Dispute at the designated representative level. If the parties are unable to amicably resolve any Dispute at that level, each agree to escalate that matter to senior managers or senior officials for consideration by and potential resolution by them. If the Dispute is not resolved at the senior level, the dispute resolution mechanism shall be litigation in a court with competent jurisdiction that is located in Jefferson County, Alabama.
3. Attorney’s Fees; Court Costs; Litigation Expenses. The City shall not be liable for attorney’s fees, court costs, litigation expenses, and like charges except and to the extent such fees, costs, and charges would be assessed against the City under applicable law in the absence of any contractual provision imposing or assigning liability therefor.

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

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

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

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

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

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

   a. Comprehensive General Liability: This insurance shall cover all operations performed by or on behalf of Contractor, and provide coverage for bodily injury and
property damage with a combined single limit of not less than $500,000 per occurrence.

.2 Automobile Liability: If the work or services performed by the Contractor involves use of motor vehicles on public streets, Automobile Liability covering owned and rented vehicles operated by Contractor with policy limits of not less than Five Hundred Thousand Dollars ($500,000) combined single limit and aggregate for bodily injury and property damage, per occurrence.

.3 Workers Compensation: Workers’ Compensation and Employers Liability as required by statute.

.4 Professional Liability: If Contractor is providing professional services, Professional Liability covering Contractor’s negligent acts, errors and omissions in its performance of professional services with policy limits of not less One Million Dollars ($1,000,000) per claim and in the aggregate.

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

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

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

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

10. **Indemnification for Claims by Third Parties.** The Contractor agrees to defend, indemnify, and hold harmless the City, and its agents, employees and officials (collectively hereinafter the “Indemnites”) from and against all demands, actions, damages, judgments, expenses (including but not limited to attorneys' fees, expert fees, court costs and other litigation costs), losses, damages, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property, or those for financial loss or damages, collectively hereinafter "Claim(s)") that are made against the City by any third parties (including any employee, agent or representative of the Contractor, collectively “Third Parties”) to the extent that such Claims are caused or allegedly caused by the negligence of the Consultant in the performance of its Services, its work on the Project described in the Agreement or its failure to perform its obligations in the Agreement.
11. EXCLUSION OF CONSEQUENTIAL DAMAGES. THE CONTRACTOR AGREES AND ACKNOWLEDGES THAT, IN THE EVENT THAT IT ASSERTS ANY CLAIM, DEMAND OR ACTION OF ANY TYPE AGAINST THE CITY ARISING FROM ITS ALLEGED BREACH OF THE AGREEMENT OR ITS FAILURE TO PERFORM ANY OF ITS OBLIGATIONS THEREUNDER, THE MAXIMUM AMOUNT THAT THE CONTRACTOR MAY RECOVER FROM THE CITY AS DAMAGES IN ANY SUCH ACTION IS LIMITED TO THE ACTUAL DAMAGES THAT DIRECTLY ARISE FROM THAT BREACH. THE CONTRACTOR FURTHER ACKNOWLEDGES THAT THE COMMERCIAL TERMS HEREIN WERE PROPOSED AND BASED ON THE ASSUMPTION THAT THIS SPECIFIC LIMITATION IS APPLICABLE, AND THAT THE CITY WOULD NOT ENTERED INTO THIS AGREEMENT WITHOUT INCLUDING THIS LIMITATION. IN NO EVENT WILL THE CITY BE LIABLE TO THE CONTRACTOR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR OTHER SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS. NOTHING IN THIS PROVISION IS INTENDED TO IMPACT, MODIFY, AMEND OR LIMIT THE TERMS OR APPLICATION OF THE INDEMNIFICATION PROVISION IN THE PROVISION ABOVE THAT PERTAINS TO CONTRACTOR’S OBLIGATIONS TO INDEMNIFY THE CITY FOR CLAIMS MADE AGAINST THE CITY BY THIRD PARTIES.

CITY: CITY OF MOUNTAIN BROOK

By: 
Printed Name: SAM S. GASTON
Title: City Manager
Date: 2-9-21

CONTRACTOR: SKIPPER CONSULTING INC.

By: 
Printed Name: Richard L. Caudle, P.E.
Title: Senior Traffic Engineer
Date: February 9, 2021
RESOLUTION NO. 2021-025

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 Rives Construction, in the form as attached hereto as Exhibit A, with respect to the installation of interior glass in the atrium of the O'Neal Library.

ADOPTED: This 22nd day of February, 2021.

________________________________________
Council President

APPROVED: This 22nd 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 22, 2021, as same appears in the minutes of record of said meeting.

________________________________________
City Clerk
CONTRACTOR AGREEMENT

Rives Construction (hereinafter the "Contractor") enters this Contractor Agreement ("Agreement") with the City of Mountain Brook, Alabama (dba O'Neal Library), 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: O'Neal Library glass, handrail and fire shutter modifications

Site of Project: O'Neal Library  
50 Oak Street  
Mountain Brook, AL 35213

2. Scope of Work. See Exhibit A (which includes the City Scope of Work and January 26, 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 Forty-Eight thousand three hundred and two dollars ($48,302.00) 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.


(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 and the January 26, 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.

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: ________________________________

Rives Construction Co., Inc.

By: ________________________________

Its: Senior Vice President

Date: 2/10/21
EXHIBIT A – SPECIFICATIONS

1. **Scope of Work.**

   See attached City Scope of Work and **January 26, 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.

2. **Project Schedule.** Contractor expects to complete the Work within an approximate 4 week period after execution of the Agreement and the City provides it a Notice to Proceed.

3. **Project Representatives.**

   Library Representative:
   LIndsy Gardner, Director
   50 Oak Street
   Mountain Brook, AL 35213
   Email: lgardner@oneallibrary.org
   Day Tel #: 205-445-1192

   Contractor Project Representative:
   Brad Avery
   5200 Grantswood Road
   Irondale, AL 35210
   Email: brada@rives.com
   Day Tel #: (205)443-5133

4. **Special Conditions.**

   __________________________________________
   __________________________________________
   __________________________________________
   __________________________________________
   __________________________________________
## Schedule of Values

<table>
<thead>
<tr>
<th>Description of Work</th>
<th>BID PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) General Conditions</td>
<td>$17,610</td>
</tr>
<tr>
<td>2) Demo Handrails &amp; Cut Back Carpet</td>
<td>$2,325</td>
</tr>
<tr>
<td>3) Wood Blocking</td>
<td>$1,245</td>
</tr>
<tr>
<td>4) Black Anodized Storefront Glass</td>
<td>$18,250</td>
</tr>
<tr>
<td>5) Insurance &amp; Permit</td>
<td>$986</td>
</tr>
<tr>
<td>6) GC Fee</td>
<td>$7,886</td>
</tr>
<tr>
<td>Total</td>
<td>$48,302</td>
</tr>
</tbody>
</table>
CONSTRUCTION DOCUMENTS
PROJECT NO: 5009.00
DATE: October 23, 2020

PROJECT DESCRIPTION


CODE REVIEW DATA

APPLICABLE CODES
- 2018 INTERNATIONAL BUILDING CODE
- 2018 INTERNATIONAL MECHANICAL CODE
- 2018 INTERNATIONAL FIRE CODE
- 2018 INTERNATIONAL ELECTRICAL CODE
- 2018 INTERNATIONAL PLUMBING CODE
- 2018 NATIONAL ELECTRICAL CODE
- 2018 INTERNATIONAL ENERGY CODE
- THE AMERICANS WITH DISABILITIES ACT (ADA)

BUILDING INFORMATION

DOCUMENT: A0.0
CONSTRUCTION TYPE: Type I-A
FULLY SPRINKLERED: Yes
BUILDING HEIGHT: 17'-0" (max)
NUMBER OF STORIES: 2

CODE ANALYSIS:

SECTION 404.6 Smoke Control. A smoke control system shall be installed in accordance with Section 909.

Exception: Where other than Group I-2 and Group I-1, condition 2, smoke control is not required for atriums that connect only two stories.

404.6. Enclosure of Atriums. Atrium spaces shall be separated from adjacent spaces by a 1-hour fire barrier constructed in accordance with Section 707 or a horizontal assembly constructed in accordance with Section 711, or both.

Exemption: A fire barrier is not required between the atrium and the adjoining spaces where the atrium is not required to be provided with a smoke control system.
RESOLUTION NO. 2021-026

AMENDMENT TO THE CITY’S EMPLOYEE HANDBOOK WITH RESPECT TO THE HOLIDAY LEAVE WITH RESPECT TO EXEMPT EMPLOYEES

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

WHEREAS it has been determined that the City’s holiday policy requires clarification to more clearly express the City Council’s desire and intent with respect to administration of said policies; now therefore,

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that Section VI of the City’s “Employee Handbook” is hereby amended as follows:

“VI. LEAVES

Employees of the City of Mountain Brook are entitled to the following leaves under the terms outlined below:

A. Holidays

Beginning January 1, 2008, permanent status employees are given the following paid holidays each year:

<table>
<thead>
<tr>
<th>New Year’s Day</th>
<th>January 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Martin Luther King, Jr. Day</td>
<td>3rd Monday in January</td>
</tr>
<tr>
<td>Washington’s Birthday</td>
<td>3rd Monday in February</td>
</tr>
<tr>
<td>Good Friday</td>
<td>Friday before Easter</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Last Monday in May</td>
</tr>
<tr>
<td>Independence Day</td>
<td>July 4</td>
</tr>
<tr>
<td>Labor Day</td>
<td>1st Monday in September</td>
</tr>
<tr>
<td>Veterans Day</td>
<td>November 11</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td>4th Thursday in November</td>
</tr>
<tr>
<td>Day After Thanksgiving Day</td>
<td>4th Friday in November</td>
</tr>
<tr>
<td>Christmas Eve</td>
<td>December 24</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>December 25</td>
</tr>
<tr>
<td>Personal Holiday</td>
<td>(As approved by Department Head)</td>
</tr>
</tbody>
</table>

When one of the holidays falls on a Saturday or Sunday, the holiday will generally be observed on the Friday before or the Monday after the holiday, respectively. When a Friday or Monday is designated as the day to observe a weekend holiday, the designated day becomes the holiday for pay purposes.

Non-exempt employees who are required to work on a holiday shall be awarded eight (8) hours (or the equivalent thereof in the case of firefighters) at his regular hourly rate or eight (8) hours (or the equivalent thereof in the case of firefighters) of Compensatory Time, in addition to the employee’s regular pay for the day. Exempt employees who are required to work on a scheduled holiday will be given eight (8) hours (or the equivalent thereof in the case of firefighters) of compensatory time in lieu of the holiday. (Due to different work schedules in some departments, the policy in effect may differ from that previously stated).
When a recognized holiday falls on an non-exempt employee’s regularly scheduled off-day and the employee takes the full day off, the employee shall be awarded eight (8) hours pay (or the equivalent thereof in the case of firefighters) at his regular hourly rate or eight (8) hours (or the equivalent thereof in the case of firefighters) of Compensatory (Holiday) Time. When a recognized holiday falls on an non-exempt employee’s regularly scheduled off-day and the employee takes only part of the day off, the employee shall be paid for the hours worked, plus either eight (8) hours (or the equivalent thereof in the case of firefighters) pay at his regular hourly rate or eight (8) hours (or the equivalent thereof in the case of firefighters) of Compensatory (Holiday) Time. When a recognized holiday falls on an exempt employee’s regularly scheduled off-day, the employee shall modify their schedule and take the holiday on an alternate day within the applicable work period. Similarly, when a recognized holiday falls on an exempt employee’s regularly scheduled work day, the employee shall either take off on the holiday or modify their schedule to take the holiday on an alternate day within the applicable work period. Holiday time shall not be credited to an exempt employee’s holiday leave balance.

Employees crediting holiday time for later use shall only be allowed to accumulate up to eighty (80) hours (103.38 hours for firefighters). After the accumulation of 80 hours (or 103.38 for firefighters) of Compensatory (Holiday) Time off, any overtime work will be paid.

If an employee’s regular work day is more than eight (8) hours and the employee takes the full day off for the holiday without adjusting their schedule during the 40-hour or other work period, the employee shall be granted eight (8) hours (or the equivalent thereof for firefighters) of holiday pay and shall be charged accrued vacation or Compensatory Time, if any, for the balance.

Any employee scheduled to work on a holiday that reports-in sick on such holiday may be required by their supervisor or Department Head to provide a doctor’s excuse or otherwise be charged for the holiday taken as opposed to being granted sick leave. Without prior approval, an employee who does not report to work on the scheduled work day just prior to and/or immediately following a holiday will not be paid for such holiday.”

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama that the Appointment Authority of the City is hereby authorized and directed to submit the City’s amended leave policy to the Personnel Board of Jefferson County.

ADOPTED: This 22nd day of February, 2021.

_________________________
Council President

APPROVED: This 22nd day of February, 2021.

_________________________
Mayor
DATE: February 22, 2021

TO: Mayor, City Council & City Manager

FROM: Dana Hazen, Director of PB&S

RE: Small Cell ORD Revisions (to conform to adopted FCC Guidelines)

The revised Small Cell Ordinance proposed herein is intended to change certain pricing and administrative provisions that are in Mountain Brook’s existing Ordinance so as to be consistent with FCC regulations on those subjects.

Mountain Brook’s Small Cell Ordinance is actually exempt from application of the new State Small Cell Law as outlined in new State Small Cell Legislation in SB 76 & HB 251 which passed each chamber, but that, before that law was sent to Governor Ivey for her signature, an amendment was made to it in Section 11, which provides as follows:

HB 251
“Section 11. This act does not apply to an authority that has entered into an agreement with a wireless provider, or that has adopted an ordinance or other resolution, relating to the permitting of small wireless facilities and poles in the rights-of-way of the authority before May 1, 2021. In order to remain exempt from the provisions of this act, an authority shall modify the local agreement, ordinance, or resolution to be in compliance with applicable federal laws, orders, or regulations within 90 days from a final non-appealable federal order, rule, or regulation relating to small wireless facilities.”

Mountain Brook passed its Small Cell Ordinance several years ago, so Mountains Brook would be excluded from application of the New State Law if Governor Ivey signs that law.

While the city is not likely to be held to the provisions of said state law, the Small Cell Ordinance proposed herein includes aesthetic provisions (as to the height of poles) so as to align with the height limits set forth in the new State small cell legislation (SB 76 & HB 251).
ORDINANCE NO. 2100

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF MOUNTAIN BROOK, CHAPTER 126 – SMALL CELL FACILITIES - TO COMPLY WITH FCC MANDATES REGARDING THE APPLICATION PROCESS AND FEE STRUCTURE

WHEREAS, the Federal Communications Commission has issued a Declaratory Order regarding the appropriate fees and placement of small cell facilities for all state and local governments and mandated new guidelines entitled “Accelerating Wireless and Wireline Broadband Deployment by Removing Barriers to Infrastructure Investment” as published in the Federal Register/Vol. 83, No. 199 on October 15, 2018;

WHEREAS, as a result of this Order and established guidelines, municipalities across the United States are required to reexamine the fees paid in connection with a cellular provider’s use of the ROW to deploy small wireless facilities, including, but not limited to, fees for access to the ROW itself, and fees for the attachment or use of property within the ROW owned or controlled by the government (i.e. street lights, traffic lights, utility poles, and other infrastructure within the ROW suitable for their placement) and otherwise enact legislation complying with the changes;

WHEREAS, upon review of Ordinance 18-2378 and its subsequent amendment in Ordinance 18-2385, the City Council of City of Mountain Brook determines that it is necessary to amend “Chapter 126 Small Cell Technology Facilities.”

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

SECTION 1.
Amend Sec. 126-2. - PERMIT REQUIRED TO PLACE SMALL CELL TECHNOLOGY FACILITIES IN RIGHT-OF-WAY subsection (c) APPLICATION PROCESS subsection (1), as follows:

Delete the following:
Within 30 calendar days after an application for permit is submitted, the city shall notify the applicant in writing if any additional information is needed to complete that application or supplemental information is required to process the request. If the city does not notify the applicant in writing that the application is incomplete within 30 days following its receipt, the application is deemed complete.

And replace with the following:
Within 10 calendar days after an application for permit is submitted, the city shall notify the applicant in writing if any additional information is needed to complete that application or supplemental information is required to process the request. If the city does not notify the applicant in writing that the application is incomplete within 10 days following its receipt, the application is deemed complete.

SECTION 2.
Amend Sec. 126-2. - PERMIT REQUIRED TO PLACE SMALL CELL TECHNOLOGY FACILITIES IN RIGHT-OF-WAY subsection (c) APPLICATION PROCESS subsection (2) TIME FOR PROCESSING APPLICATION, as follows:

Delete the following:
To the extent additional information is required to complete the application after it is filed, the applicable calendar day review period set forth in this subsection shall be tolled and not continue to run until the applicant has provided any missing or requested supplemental information; provided that tolling shall not
occur if the city does not advise the applicant in writing of the incompleteness of a submitted application within 30 days after that submission.

**And replace with the following:**
To the extent additional information is required to complete the application after it is filed, the applicable calendar day review period set forth in this subsection shall be tolled and not continue to run until the applicant has provided any missing or requested supplemental information; provided that tolling shall not occur if the city does not advise the applicant in writing of the incompleteness of a submitted application within 10 days after that submission.

**SECTION 3.**
Amend Sec. 126-2. - PERMIT REQUIRED TO PLACE SMALL CELL TECHNOLOGY FACILITIES IN RIGHT-OF-WAY subsection (c) APPLICATION PROCESS subsection (3) RECONSIDERATION/APPEAL, as follows:

**Delete the following:**
Any applicant that desires reconsideration of an administrative decision by the city manager to deny a request for a permit to place a facility or support structure on the right-of-way may seek review, modification or reversal of that decision by the city council by submitting a request for reconsideration with the city clerk within 21 calendar days following the city manager's decision. That request for reconsideration will be considered by the city council at a regular council meeting that will be conducted as soon as practical after the request for reconsideration is made. If no request for reconsideration is submitted, the decision of the city manager will be final.

Additionally, the applicant, within 30 days following a decision by the city council to deny either:
   a. A request for reconsideration; or
   b. A decision by the city council to not approve the placement of a new support structure on the right-of-way;
may appeal either of those decisions by the city council to the county court. If no appeal of those decisions of the city council is made, those will be deemed final.

**And replace with the following:**
*Repealed in its entirety, Sec. 126-2 (c)(3)*

**SECTION 4.**
Amend Sec. 126-2. - PERMIT REQUIRED TO PLACE SMALL CELL TECHNOLOGY FACILITIES IN RIGHT-OF-WAY subsection (c) APPLICATION PROCESS subsection (e) PERMIT AND LICENSE FEES (1) - (3), as follows:

**Delete the following:**
(1) A permit application and review fee ($200/support structure) to be paid when an application is submitted;
(2) A permit issuance fee ($100) per each support structure on the right-of-way contemplated for attachment; and
(3) An annual license fee ($500) per each support structure on the right-of-way pertaining to the ongoing use of public property.

**And replace with the following:**
(1) An administrative review and permit issuance fee:
(i) A $500 non-recurring fee for a single up-front application for collocation that includes up to five small wireless facilities, with an additional $100 for each small wireless facility beyond five in a consolidated application.

(ii) A $250 non-recurring fee for the modification or replacement of an existing pole together with the mounting or installation of an associated small wireless facility in the right-of-way.

(iii) A $1,000 non-recurring fee for the installation of a new pole together with the mounting or installation of an associated small wireless facility in the right-of-way.

(iv) $270 annual license fee per Small Wireless Facility for all recurring fees, including any possible right-of-way access fee or fee for attachment to municipally-owned structures in the right-of-way.

SECTION 5.
Amend Sec. 126-3. - PLACEMENT OF SMALL CELL TECHNOLOGY FACILITIES ON PRIVATE PROPERTY subsection (c) PERMIT AND LICENSE FEES (1) - (2), as follows:

Delete the following:
(1) A permit application and review fee ($200/support structure) to be paid when an application is submitted;
(2) A permit issuance fee ($100) per each support structure on the right-of-way contemplated for attachment.

And replace with the following:
(1) An administrative review and permit issuance fee:

   (i) A $500 non-recurring fee for a single up-front application for collocation that includes up to five small wireless facilities, with an additional $100 for each small wireless facility beyond five in a consolidated application.

   (ii) A $250 non-recurring fee for the modification or replacement of an existing pole together with the mounting or installation of an associated small wireless facility in the right-of-way.

   (iii) A $1,000 non-recurring fee for the installation of a new pole together with the mounting or installation of an associated small wireless facility in the right-of-way.

SECTION 6. This ordinance is cumulative in nature and is in addition to any power and authority which the City of Mountain Brook may have under any other ordinance or law.

SECTION 7. 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 8. This ordinance shall become effective immediately upon adoption and publication as approved by law.
ADOPTED: This 22th day of February, 2021.

________________________________________
Council President

APPROVED: This 22th 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 22, 2021, as same appears in the minutes of record of said meeting, and published by posting copies thereof on February 23, 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. 2101

AN ORDINANCE TO AMEND CHAPTER 14 OF THE MOUNTAIN BROOK MUNICIPAL CODE

WHEREAS, in Ordinance No. 2100 the City Council of the City of Mountain Brook, Alabama ("City Council") amends regulations that apply to placement of Small Cell Technology Facilities ("Facilities", as defined in Ordinance No. 1948) along public right of ways and on private properties within the City;

WHEREAS, the regulations in Ordinance No. 2101 will be codified in an amended Chapter 126 of the Mountain Brook Municipal Code; and

WHEREAS, Sections 2(e) and 3(c) of Ordinance No. 2101 amend certain fees to be paid by personal wireless service providers or applicants in connection with the review of applications and permit issuance to construct, place, maintain and operate Facilities in the City;

WHEREAS, the City Council herein amends Chapter 14 of the Mountain Brook Municipal Code to set forth the level of fees contemplated in Sections 2(e) and 3(c) of Ordinance No. 2101.

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

SECTION 1.
Chapter 14 of the Mountain Brook Municipal Code is amended as follows:

<table>
<thead>
<tr>
<th>CHAPTER 126 SMALL CELL TECHNOLOGICAL FACILITIES</th>
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<tbody>
<tr>
<td>126-2 Application and permit fees to place &amp; operate facilities on public right-of-way</td>
</tr>
<tr>
<td>126-2(e)(1)(i) Consolidated permit application review fee &amp; permit issuance fee for up to 5 small wireless facilities on existing structure (collocate) $500.00</td>
</tr>
<tr>
<td>126-2(e)(1)(i) Consolidated permit application review fee &amp; permit issuance fee for each small wireless facility on existing structure (collocate) beyond five $100.00</td>
</tr>
<tr>
<td>126-2(e)(1)(ii) Permit application review fee &amp; permit issuance fee for each small wireless facility involving modification or replacement of an existing pole (non-collocated) $250.00</td>
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<tr>
<td>126-2(e)(1)(iii) Permit application review fee &amp; permit issuance fee for each small wireless facility involving for the installation of a new pole $1,000.00</td>
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<tr>
<td>126-2(e)(1)(iv) Annual fee per Small Wireless Facility per year for all recurring fees, including any possible ROW access fee or fee for attachment to municipally-owned structures in the ROW $270.00</td>
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<td>126-3</td>
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<tr>
<td>126-3(c)(1)(i)</td>
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<td>126-3(c)(1)(ii)</td>
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<td>126-3(c)(1)(iii)</td>
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</tbody>
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**SECTION 2.** This ordinance is cumulative in nature and is in addition to any power and authority which the City of Mountain Brook may have under any other ordinance or law.

**SECTION 3.** 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 4.** This ordinance shall become effective immediately upon adoption and publication as approved by law.

**ADOPTED:** This 22th day of February, 2021.

________________________________________
Council President

**APPROVED:** This 22th 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 22, 2021, as same appears in the minutes of record of said meeting, and published by posting copies thereof on February 23, 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
MAYORAL APPOINTMENT 2019-090

Mayor Welch announced his reappointment of Luther Barner ("Barney) Lanier to serve on the Planning Commission to serve without compensation through March 9, 2027.

____________________________________
Stewart H. Welch, Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct synopsis of an announcement by the Mayor of the City of Mountain Brook during the regular meeting of the City Council conducted on February 22, 2021, as same appears in the minutes of record of said meeting.

____________________________________
City Clerk