

**MEETING AGENDA
MOUNTAIN BROOK CITY COUNCIL**

**CITY COUNCIL CHAMBER (A108)
56 CHURCH STREET
MOUNTAIN BROOK, AL 35213**

JUNE 27, 2022, 7 P.M.

As a matter of convenience, members of the public are invited to listen, observe and participate in public meetings by Internet video conference. Presenters and others interested in a particular matter for discussion are encouraged to attend the meeting in-person. The City is not responsible for technical issues that may occur that interfere with the virtual meeting. The City Council, at its sole discretion, may proceed with its in-person business meeting regardless of whether virtual attendees can hear and/or observe the proceedings. The City intends to make the meeting available by way of the Zoom app (re: Meeting ID 801-559-1126, password 06272022). Unvaccinated in-person attendees are asked to mask.

1. Approval of the minutes of the June 13, 2022, regular meeting of the City Council.
2. Consideration: Resolution awarding the bid to Stivers Chrysler, Dodge, Jeep, Ram for the purchase of five (5) 2021 Dodge Charger Police Pursuit Vehicles.
3. Consideration: Resolution forgiving the loan between the City and Mountain Brook Sports Park Foundation.
4. Consideration: Ordinance amending Section 50-46 (b) (5) and (b) (6) of the Code by reducing the speed limit of Surrey Road upper Canterbury Road to 20 miles per hour.
5. Consideration: Ordinance providing for an Interlocal Agreement between the City and the City of Birmingham.
6. Consideration: Ordinance approving the Real Estate Contract for 116 Hillsdale Drive.
7. Comments from residents and attendees.
8. Announcement: The next regular meeting of the City Council is July 11, 2022 at 7:00 p.m.
9. Adjourn.

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
JUNE 13, 2022**

[As a convenience, members of the public were invited to listen, observe and participate in the public meeting by Internet video conference.]

The City Council of the City of Mountain Brook, Alabama met informally in-person at 6:00 p.m. on the 13th day of June, 2022 (others were allowed to listen to the meeting by way of Internet video conference). 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
Alice B. Womack
Gerald A. Garner
Lloyd C. Shelton
Stewart Welch III, Mayor

Absent: None

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

1. AGENDA

1. Drainage issues on Cherry Street

Kelli Kelly-129 Cherry Street

- Lived on Cherry Street for 12 years
- Flooding issues began when new homes were built on Cherry Street
- Spent \$30,000 in repairing damages from flooding
- (Showed video of standing water in basement and water pouring off hill on side of house)
- Minor rainfall causes flooding
- Floods have occurred consistently over the past two years
- Provided documents regarding flooding issues and plan from Walter Schoel to Council Members (Exhibit 1)
- Requesting assistance from City to help with flooding

Glen Merchant-Building Official

- New homes on Spring Street were built in 2018
- New homes cover about 80% of what used to be a garden on an empty lot
- Everything from Spring Street naturally drains to Cherry Street

Billy Pritchard-President Pro Tempore

- Suggested a committee to get together to see what is feasible

Virginia Smith-Council President

- Volunteered to be on the committee

Gerald Garner-Council Member

- Volunteered to be on the committee

2. Request to lower speed limit on Surrey Road and upper Canterbury from 25MPH to 20MPH

George Thompson-2913 Surrey Road

- There are 33 children under the age of 7 that live from Montevallo to Surrey
- The width of the street is narrower than other streets with a 25MPH speed limit
- A petition was circulated in the neighborhood: 33 responded in favor of lowering the speed limit
- Asked the Council to consider lowering speed limit to 20MPH

Richard Caudle-Skipper Consultant Inc.

- The Police Department performed a study in 2020 and 2021 on Surrey Road: Average speed was 18 MPH
- The width of Surrey Road is 18 feet and on lower Canterbury it is 20 feet
- In support of reduction of speed limit to 20MPH

Jaye Loggins-Police Chief

- As of now there is not a speeding issue
- The police department does not have an issue of lowering the speed to 20MPH

Virginia Smith

- Requested letters be sent to houses in the area informing residents this will be on the next council agenda scheduled for June 27th

3. Brookwood Forest School/South Brookwood Road traffic improvements

Richard Caudle-Skipper Consultants

- Architect for the school proposed reversing the carpool drop off and pick up
- Currently 27 vehicles are able to be stored before Brookwood Road is blocked
- The proposed option would allow 52 vehicles before Brookwood Road is blocked and can accommodate 10 vehicles in loading area
- Estimate cost: \$12,000

Nathan Pitner-Brookwood Forest Principle

- Currently the car pool lane is free moving
- If proposed option is approved, protocols will need to be changed to allow the cars in the loading area to load/unload at same time before moving forward
- Will add additional crossing guard and put someone at the front of line
- System that is currently in place is fairly efficient, proposed new plan as an alternate due to complaints

4. Open Retirement Window

Steve Boone-Assistant City Manager/Finance Director

- Each year 6-10 employee retire
- Last retirement window closed in April of 2022
- Received request for someone who is ready to retire in August
- Recommend opening the retirement window from August 2022- April 2023

Virginia Smith-Council President

- Item added to the formal agenda (Resolution 2022-082)

5. Pine Crest Road culvert options

Mark Simpson-Schoel Engineering Inc.

- Series of culverts are undersized compared to culverts upstream
- Evaluated ways to improve capacity:
 - Remediate one existing culvert
 - Replace two smaller culverts with one single culvert
 - Downstream improvements
- Improvements would bring channel elevation down and improve capacity in front of Canterbury Church
- Complete design could take 6 months to complete
- Requesting additional study

Virginia Smith-Council President

- Item added to the formal agenda (Resolution 2022-083)

6. Montclair Road TAP grant application

Nathan Currie-Sain Associates

- An application was prepared for a TAP grant
- Application will be submitted by end of month
- Total cost 1.1 million (grant money \$800,000 with \$340,000 cost to city)
- Recommend council to pass resolution in support of TAP application to be attached to application

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

2. ADJOURNMENT

There being no further matters for discussion Council President Smith adjourned the pre-meeting at approximately 7:18p.m.

3. CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct synopsis of the discussion from the work session of the City Council of the City of Mountain Brook, Alabama held at City Hall, Pre-Council Room (A-106) on June 13, 2022, 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 June 27, 2022

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
JUNE 13, 2022**

[As a convenience, members of the public were invited to listen, observe and participate in the public meeting by Internet video conference.]

The City Council of the City of Mountain Brook, Alabama met in person at 7:22 p.m. on the 13th day of June, 2022 (others were allowed to listen to the meeting by way of Internet video conference). 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 Chairman, Council President Pro Tempore
Alice B. Womack
Gerald A. Garner
Lloyd C. Shelton
Stewart Welch III, Mayor

Absent: None

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

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

1. CONSENT AGENDA

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

Approval of the minutes of the May 23, 2022, regular meeting of the City Council

2022-076	\$300,000 Deposit to Section 115 (retiree medical insurance) Trust	Exhibit 1, Appendix 1
2022-077	Authorize the Purchase and Sale Agreement with F&B Holdings, LLC	Exhibit 2
2022-078	Approve the sidewalk café application and hold harmless agreement for Real & Rosemary	Exhibit 3, Appendix 2
2022-079	Accept the professional services proposal submitted by Enviro Management Corp. with respect to the Wastewater Treatment Plant Project	Exhibit 4, Appendix 3
2022-080	Execute an Interlocal Cooperation Agreement with the City of Birmingham for the upcoming World Games	Exhibit 5, Appendix 4
2022-081	Declare certain property surplus and authorizing it sale at public Internet auction	Exhibit 6, Appendix 5

2022-082	Retirement Window for employees	Exhibit 7, Appendix 6
2022-083	Authorize the agreement for consulting services with Schoel Engineering Company Inc. for consulting services associated with the drainage improvements at Mountain Brook Junior High.	Exhibit 8, Appendix 7
2022-084	Support the TAP application for the installation of sidewalk along Montclair Road.	Exhibit 9, Appendix 8
2022-085	Award the bid for the Ford Police Interceptor Utility Vehicles to Stivers Ford Lincoln	Exhibit 10, Appendix 9
2022-086	Authorize the creation of a First Horizon bank account to hold funds paid to the City by the Circuit Court in connection with an ongoing theft of property case.	Exhibit 11, Appendix 10

Thereupon, the foregoing minutes and resolutions (Nos. 2022-076 through 2022-086), were introduced by Council President Smith and a motion for their immediate adoption made by Council Member Shelton. The minutes and resolutions were then considered by the City Council. Council Member Womack seconded the motion to adopt the foregoing minutes and resolutions. Then, upon the question being put and the roll called, the vote was recorded as follows:

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

Nays: None

Abstained: None

Council President Smith thereupon declared that said minutes and resolutions (Nos. 2022-076 through 2022-086) were adopted by a vote of 5—0 and as evidence thereof she signed the same.

2. CONSIDERATION OF AN ORDINANCE (NO. 2123) AUTHORIZING THE SALE OF CERTAIN SURPLUS PROPERTY (APPENDIX 11)

Council President Smith introduced the ordinance in writing. It was then moved by council President Pro Tempore Pritchard that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended and that unanimous consent to the immediate consideration of said ordinance be given and that the reading of the ordinance at length be waived. The motion was seconded by Council Member Garner and was unanimously carried, as follows:

Ayes: Virginia C. Smith
William S. (“Billy”) Pritchard III
Alice B. Womack
Gerald A. Garner
Lloyd C. Shelton

Nays: None

Council President Smith declared the motion carried by a vote of 5-0.

After said ordinance had been considered in full by the Council, Council President Pro Tempore then 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. ("Billy") Pritchard III
Alice B. Womack
Gerald A. Garner
Lloyd C. Shelton

Nays: None

Council President Smith declared that the ordinance (No. 2123) is hereby adopted by a vote of 5-0 and, as evidence thereof, she signed the same.

3. ANNOUNCEMENT

Council President Smith announced the next regular meeting of the City Council is June 27, 2022, 7:00p.m.

4. EXECUTIVE SESSION AND ADJOURNMENT

There being no further topics for discussion, Council Member Garner made a motion that the City Council convene in executive session to discuss a real estate matter. 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
Alice B. Womack
Lloyd C. Shelton

Nays: None

President Smith then adjourned the meeting at approximately 7:24 p.m.

5. CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the regular meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Council Chamber (Room A-108) on June 13, 2022, 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 June 27, 2022

RESOLUTION NO. 2022-087

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby awards the bid for five (5) 2021 Dodge Charger Police Pursuit Vehicles to Stivers Chrysler, Dodge, Jeep, Ram in the amount of \$153,215.75, having been determined by the City to have submitted the only bid in conformance with the expressed specifications.

ADOPTED: This 27th day of June, 2022.

Council President

APPROVED: This 27th day of June, 2022.

Mayor

CERTIFICATION

I, Heather Richards, 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 June 27, 2022, as same appears in the minutes of record of said meeting.

City Clerk

BID TABULATION AND RECOMMENDATION
BID NUMBER B-20220614-804
CITY OF MOUNTAIN BROOK
Dodge Charger Police Pursuit Vehicles

One bid was received on June 21, 2022 by 10:00 am at Mountain Brook City Hall regarding the purchase of (5) 2021 Dodge Charger Police Pursuit Vehicles.

Stivers Chrysler, Dodge, Jeep, Ram	\$153,215.75
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It is my recommendation to award the bid to Stivers Chrysler, Dodge, Jeep, Ram. Stivers Chrysler, Dodge, Jeep, Ram has submitted the lowest responsible bid.

Lt. Jason Rhoads
Mountain Brook Police Dept.

**CITY OF MOUNTAIN BROOK
56 CHURCH STREET
MOUNTAIN BROOK, ALABAMA 35213
OFFICE OF PURCHASING AGENT (CITY MANAGER)**

BID COVER SHEET – BID NUMBER B-20220614-804

Bid Request Posted this Date: June 14, 2022

Bids to be opened this Date and Time: June 21, 2022 10:00am

To Whom It May Concern:

Bids shall be sealed and delivered to the Office of the Purchasing Agent in the City Hall, City of Mountain Brook, Alabama, prior to the above specified date and time. Bids shall be publicly opened at the date and time specified above or as soon as practicable thereafter.

To be considered by the City, a bid must comply with Alabama law, including, but not limited to, Ala. Code (1975) §§41-16-50 *et seq.* and 31-13-1 *et seq.*, and provide documentation of enrollment in the E-Verify program pursuant to Ala. Code §31-13-9.

All bidders must use the bid form provided by the City for the project. This Bid Cover Sheet should be completed and submitted with the bid. Bids completed in pencil will not be accepted. Bids should be clearly marked "SEALED BID" and indicate on the outside of the envelope the project for which the bid is submitted and the date of bid opening.

The City reserves the right to require a bid bond, in which case specific information shall be provided with the request for bids.

The City reserves the right to utilize life cycle cost analysis in determining the lowest responsible bidder, in which case specific information shall be provided with the request for bids.

The City reserves the right to accept or reject any or all bids and to waive formalities.

s/ Sam Gaston, City Manager

Sam S. Gaston, City Manager and Purchasing Agent

BIDDER Stivers C, D, J, R TELEPHONE Cell 116-315-7796

ADDRESS 2209 Cobbs Ford Rd

EMAIL butchadkins57@aol.com

CITY Prattville STATE AL ZIP 36066

BID AMOUNT (AS PER SPECIFICATIONS) \$ 30,643.15

Note: MUNICIPALITIES ARE EXEMPT FROM STATE SALES TAX

This bid must be signed below by bidder's principal/officer/agent and notarized:

Auth. Signature: <u>Butch Adkins</u> Name: <u>Butch Adkins</u> Title: <u>Fleet Manager</u>	Sworn to and subscribed before me on this ____ day of _____, 20__. Notary Public My Commission Expires:
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**INVITATION TO BID – BID NUMBER B-20220614-804
CITY OF MOUNTAIN BROOK, ALABAMA
BIDDER ACKNOWLEDGMENT**

SUBMIT PATROL VEHICLES BID TO:

Attention: City Manager
City of Mountain Brook
56 Church Street, Mountain Brook, Alabama 35213-0009
Telephone: (205) 802-3800

AGENCY MAILING DATE: June 14, 2022

BID TITLE: Dodge Charger Police Pursuit Vehicles Bid

BIDS WILL BE OPENED: June 21, 2022 at 10:00am and may not be withdrawn within 10 days after such date and time.

**FEDERAL EMPLOYER IDENTIFICATION (FEIN)
OR SOCIAL SECURITY NUMBER:** _____

CASH DISCOUNT TERMS: _____ 0

VENDOR NAME: Stivers C, D, J, R.

VENDOR MAILING ADDRESS: 2209 Cobbs Ford Rd

CITY, STATE, ZIP: Prattville, AL 36066

TELEPHONE: Cell 706-315-7996

REASON FOR NO BID, IF APPLICABLE: _____

POSTING OF BID TABULATIONS

Bid tabulations with recommended awards will be posted for review by interested parties at the location where bids were opened and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed shall constitute a waiver of proceedings. All bidders are encouraged to attend the bid opening. No information or opinion concerning the ultimate outcome will be given while consideration of the award is in progress. Bid award may be held for ninety (90) days pending evaluation.

BIDDER CERTIFICATION

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion of fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder and that the bidder is in compliance with all requirements of the Invitation to Bid, including but not limited to certification requirements in submitting bid to an agency of the State of Alabama.


Authorized Signature

Butch Adkins Fleet Manager
Printed Name and Title

NOTICE TO BIDDERS

The City of Mountain Brook is seeking the lowest and most responsible bid for (5) 2021 Dodge Charger Police Pursuit Vehicles, 5.7 liter V8 for the City of Mountain Brook. Specifications may be obtained from Lt. Jason Rhoads located at 101 Tibbett Street, Mountain Brook, Alabama 35213. For information call (205) 802-3857. Sealed, written proposals will be received until June 21st at 10:00am in the Office of the City Manager, at which time they will be publicly opened and read.

BIDDER QUALIFICATIONS

Only companies that have been actively engaged in the sales and service industry of Ford Police Interceptor Utility Vehicles for a minimum period of five (5) years will be considered qualified to respond to this bid.

Bidders must provide The City of Mountain Brook with a history of their company. Public companies may address this requirement by submitting a copy of their annual report.

Bidders should include a description of the evolution of the services that they offer in response to this solicitation. The description should clearly state the date the service was introduced by the company.

Questions regarding technical aspects of the bid should be directed to:

Lt. Jason Rhoads
The City of Mountain Brook
Police Department
(205) 802-3857

Questions regarding the formalities of the bid process should be directed to:

Steven Boone
The City of Mountain Brook
(205) 802-3825

Bids must be delivered to The City of Mountain Brook in sealed envelopes that are clearly marked with your legal company name and the Ford Police Interceptor Utility Vehicles Bid. Sealed, written proposals will be received until June 21, 2022 at 10:00am at which time they will be publicly opened and read.

Bids will be evaluated on the basis of adherence to required formats, completeness, manpower availability, support, product suitability to the task, whether vehicle is in stock and availability, time of delivery, and price. Vendors are advised that suitability to task and product support are subjective and the judgment of the City on these matters is final.

The City of Mountain Brook reserves the right to reject all bids received with or without a statement of cause.

The disposition of the bids and award, if appropriate, will be announced at the convenience of The City of Mountain Brook.

CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS

The undersigned person declares that he/she is legally authorized to bind the firm hereby represented, and that the firm being represented is authorized to do business in the State of Alabama and hereby certifies that he/she has examined and fully comprehends the requirements of and specifications for the items to be bid.

We propose to furnish said items quoted and guarantee that if the order is placed with us, we shall furnish said items in accordance with your specifications and requirements unless otherwise indicated.

COMPANY: Stivers C, D, J, R
ADDRESS: 2209 Cobbs Ford Rd
CITY/STATE: Prattville, AL ZIP CODE: 36066
PHONE NUMBER: cell 716-315-7796
DATE: 06/14/2022
TYPE OR PRINT NAME: Butch Adkins
AUTHORIZED SIGNATURE: Butch Adkins
(Officer of the company)

1. Base unit price (Bid)\$ 30,643.15

(Attach documentation for any substitutions regarding specifications).

FORD POLICE INTERCEPTOR UTILITY VEHICLES SPECIFICATIONS
CITY OF MOUNTAIN BROOK
INVITATION TO BID – BID NUMBER B-20220615-803
DATE: JUNE 14, 2022

The Mountain Brook Police Department is interested in purchasing (5) 2021 Dodge Charger Police Pursuit Vehicles, 5.7 liter V8. The vehicles should come installed with specified emergency equipment and meet or exceed the following specifications listed below. The cost and installation of the specified emergency equipment should be included in the bid. If equivalent, bidder must clearly state so in bid and attach documents to support such statement. The cost of vehicle delivery to the City of Mountain Brook should be included in the bid. Product delivery shall be within 30 days from awarding of the bid. Ability to meet this time frame must be specified in the bid. The City/Department reserves the right to accept or reject the items.

Vehicles

1. Must be a Dodge Charger Police Pursuit Vehicle
2. Vehicle year 2021
3. 5.7 liter V8
4. Agate black in color
5. Cloth front bucket seats with vinyl rear seats

Installed Emergency Equipment in Each Vehicle

1. Allegiant light bar package (All blue lights)
2. Base Light Package

GENERAL CONDITIONS

SEALED BIDS: All bid sheets and this form must be executed and submitted in a sealed envelope (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE). The face of the envelope shall contain, in addition to the above address, the date and time of the bid opening and the bid number. Bids not submitted on attached bid form may be rejected. All bids are subject to the conditions specified herein. Those bids that do not comply with these conditions are subject to rejection.

Bids that are late will not be accepted.

1. **EXECUTION OF BID:** Bid must contain a manual signature of the authorized representative in the space provided above. Bid must be typed or printed in ink. Use of erasable ink is not permitted. Bids written in pencil will not be accepted. All corrections made by bidder to their bid price must be initialed. The company name and FEIN shall appear on each page of the bid.
2. **NO BID:** If not submitting a bid, please respond by returning only the "Bidder Acknowledgment" form, marking it NO BID and provide an explanation in the space provided above. Failure to respond to a procurement solicitation without giving justifiable reason for such failure shall be cause for removal of the supplier's name from the mailing list.

3. **BID OPENING:** The bid opening shall be public on the date and at the time specified on the bid form. It is the bidder's responsibility to assure that the bid is delivered at the proper time and place prior to the bid opening. Bids which are not so delivered timely (for any reason) will not be considered. Offers by telegram or telephone are not acceptable. A bid may not be altered after opening of the bids.

NOTE: Bid tabulations will be furnished upon written request with an enclosed, self-addressed, stamped envelope and payment of a \$5 handling fee. Bid files may be examined during normal working hours by appointment. Bid tabulations will not be provided by telephone.

4. **PRICES, TERMS AND PAYMENT:** Firm prices shall be bid and include all packing, handling, shipping charges and delivery to the destination shown herein.

(a) **TAXES:** The City of Mountain Brook does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See exemption number on face of purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of City-owned real property.

(b) **DISCOUNTS:** Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

(c) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of a mistake in extension, the unit price will govern.

(d) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be a new, current standard production model available at the time of the bid.

(e) **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under.

(f) **INVOICING AND PAYMENT:** The contractor shall be paid upon submission of properly certified invoices to the purchaser at the prices stipulated on the contract at the time the order is placed, upon delivery and acceptance of goods, less deductions if any, as provided. Invoices shall contain the contract number, purchase order number and the contractor's Federal Employer Identification Number. An original and two (2) copies of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment. The City will not be responsible for the payment of penalties or interest. All prices submitted on this proposal are to be delivered prices.

5. **IDENTICAL TIE BIDS:** Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by The City of Mountain Brook, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

b) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug violations.

c) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 5.a) above.

d) In the statement specified in subsection 5.a), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 383 or of any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

e) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

f) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


Vendor's Signature

6. **DELIVERY:** Product delivery shall be within 30 days from awarding of the bid. Ability to meet this time frame must be specified in the bid. Delivery time may become a basis for making an award. Delivery shall be Tuesday through Friday, 8:00 a.m. to 11:00 a.m. and 1:00 p.m. to 4 p.m., excluding City of Mountain Brook holidays, unless otherwise specified. The City reserves the right to purchase like items from any vendor, if, after thirty days from taking an order, the winning vendor has not delivered said items.

7. **ADDITIONAL TERMS AND CONDITIONS:** No additional terms and conditions included with the bid response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions, if any, in this bid solicitation are the only conditions applicable to this bid and the bidder's authorized signature affixed to the bidder acknowledgment form attests to this.

8. **MANUFACTURERS NAME AND APPROVED EQUIVALENTS:** Any manufacturers names, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s). If a bidder elects to offer merchandise wherein some of all of the specifications exceed those specified in the attached invitation to bid, such bidder shall include a narrative description documenting the reason such substitutions have been incorporated into the bid and include the incremental price difference of the substituted components (failure to provide such information may result in the rejection of said bid). Customary measurements appearing in these specifications are not intended to preclude bids for commodities with metric measurements. If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with his bid, cuts, sketches, and

descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The City of Mountain Brook reserves the right to determine acceptance of item(s) as an approved equivalent

Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The purchaser is to be notified of any proposed changes in: (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City of Mountain Brook unless evidenced by a Change Notice issued and signed by the City.

9. **INTERPRETATIONS/DISPUTES/TELEPHONE CALL:** Any questions concerning conditions and specifications shall be directed in writing to this office prior to the bid opening. Inquiries must reference the date of bid opening and bid number. No interpretation shall be considered binding unless provided in writing by The City of Mountain Brook in response to requests in full compliance with this provision. Any actual or prospective bidder who protests the terms, specifications and conditions of the Invitation to Bid, bid selection, or contract award recommendation, shall file such protest in the form of a petition. Failure to file a protest within the time prescribed shall constitute a waiver of proceedings.

10. **CONFLICT OF INTEREST:** All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of The City of Mountain Brook or any of its agencies. Further, all bidders must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches.

11. **AWARDS:** As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical district basis and/or a state-wide basis with one or more suppliers; to reject any and all bids or waive any minor irregularity or technicality in bids received. When it is determined there is competition to the lowest responsible bidder, evaluation of other bids is not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. All awards made as a result of this bid shall conform to applicable Alabama statutes.

12. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications as outlined in the Invitation to Bid. Should the items fail testing, the City may require the vendor to reimburse the City for costs incurred in connection with the examination or testing of the commodity, including costs relating to transporting the commodity samples to the testing site, actual test cost, personnel costs and other applicable costs. The data derived from any tests for compliance with specifications are public records and open to examination thereto. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or purchase order may result in bidder being found in default in which event any and all re-procurement costs may be charged against the defaulting contractor. Any violation of these stipulations may also result in:

- a) Suppliers name being removed from The City of Mountain Brook vendor mailing list.
- b) All City departments being advised not to do business with the supplier without written approval from the City Manager of The City of Mountain Brook until such time as supplier reimburses the City for all re-procurement and cover costs.

13. **INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the

responsibility of the contract supplier until accepted by the City of Mountain Brook, unless loss or damage results from negligence by the City. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist in the expeditious handling of damage claims, the City will:

- a) Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
- b) Report damage (visible and concealed) to the carrier and contract supplier, confirming such reports, in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
- c) Retain the item and its shipping container, including inner packing material, until inspection is performed by the carrier, and disposition given by the contract supplier.
- d) Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.

14. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the supplier to notify The City of Mountain Brook, City Clerk at once, indicating in his letter the specific regulation which required an alteration. The City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the City.

15. **ADDITIONAL QUANTITIES:** For a period not exceeding three hundred sixty (360) days from the date of the bid award by the City, the right is reserved to acquire additional quantities at the bid price. If additional quantities are not acceptable, the bid sheets must be noted **BID IS FOR SPECIFIED QUANTITY ONLY.**

16. **SERVICE AND WARRANTY:** Unless otherwise specified, the bidder shall define any warranty service and replacement that will be provided during and subsequent to this contract. Bidder must explain on attached sheet to what extent warranty and service facilities are provided.

17. **LEGAL REQUIREMENTS:** Applicable provision of all Federal, State, County and Local laws, and of all ordinances, rules and regulations shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City of Mountain Brook by and through its officers, employees and authorized representatives, or any other person natural or otherwise; and lack of knowledge by a bidder shall not constitute a cognizable defense against the legal effect thereof.

18. **PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save harmless the purchaser and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or un-patented invention, process, or article manufactured or supplied by the bidder. The bidder has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by contractor or is based solely and exclusively upon the City's alteration of the article. The purchaser will provide prompt written notification of a claim of copyright or patent infringement and will afford the bidder full opportunity to defend the action and control the defense.

Further, if such a claim is made or is pending, the contractor may, at its options and expenses, procure for the purchaser the right to continue use of, replace or modify the article to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the

contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

19. **ASSIGNMENT:** Any Purchase Order issued pursuant to this bid invitation and the monies which may become due hereunder are not assignable except with the prior written approval of The City of Mountain Brook.

20. **LIABILITY:** The supplier shall hold and save The City of Mountain Brook, its officers, agents and employees harmless against claims by third parties resulting from the supplier's breach of this contract or the supplier's negligence.

21. **FACILITIES:** The City reserves the right to inspect the bidder's facilities at any reasonable time with prior notice.

22. **PUBLIC RECORDS:** Any material submitted in response to this Invitation to Bid will become a public document. This includes material which the responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening.

NOTE: ALL SPECIAL CONDITIONS AND SPECIFICATIONS, IF ANY, ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

23. **BID BOND:** No bid bond shall be required.

24. **SPECIFICATIONS:** All bids received shall guarantee items bid to meet or exceed specifications listed. If quoting other than as specified, pictures, description and specifications shall accompany all bids. Bidder shall specify make and model quoted. Items furnished as a result of this bid and delivered to purchaser must meet or exceed the specifications indicated. Items not conforming to specifications may be rejected and returned at the vendor's expense.

NOTE: Equivalent or substitute products different from those specified herein must have prior approval. Submit detailed information for review and approval to:

Lieutenant Jason Rhoads
The City of Mountain Brook
Police Department
101 Tibbett Street
Mountain Brook, Alabama 35213

Failure to submit detailed information for review and approval will result in disqualification.

25. **BID SUBMISSION:** Bidder will submit on or before the date of proposal opening, one (1) original of the complete proposal. All bidders are allowed to submit one (1) alternate bid per proposal.

26. **BID REVISIONS:** No proposal may be revised unless a written modification, signed in the same manner as the proposal is actually received at the business office before proposal opening time. Proposals may be withdrawn prior to opening time by presentation of written request to withdraw, signed in the same manner as the proposal, and received at the business office prior to proposal time. All material submitted in response to this request shall become the property of the City.

27. **ADDITIONAL COPIES:** Additional copies of this bid can be obtained from the City Clerk.
28. **CONTRACT PERIOD:** Prices quoted in this bid proposal shall remain as bid or less for 12 months after the date of bid opening and may be accepted or rejected by the City at any time prior to the expiration of this period.
29. **CANCELLATION:** Order will be subject to immediate cancellation if either product or service does not comply with specifications as stated herein or fails to meet the performance standards.
30. **PRODUCT EVALUATION:** The decision concerning the satisfactory use and performance of any item on this bid shall be that of The City of Mountain Brook or its authorized representative.
31. **FIRM PRICES:** For the purpose of this bid solicitation, the prices will remain the same or less for 1 year after the bid opening date.
32. **SPECIFICATIONS/CHECKLISTS/CLARIFICATION:** Contractors will adhere to the provided specifications.
33. **BRAND NAMES:** If bidding other than as specified, the brand or trade name, manufacturer's name, and/or catalog number must be given. If bidder fails to indicate brand or trade name the item bid may be disqualified.
34. **COLLUSION:** Any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement, to bid at a fixed price or to refrain from bidding or otherwise shall render the bids of such bidders void and shall cause such bidders to be disqualified from submitting further bids to The City of Mountain Brook future purchases.
35. **WARRANTY:** Standard Manufacturer's warranty shall be provided.
36. **EQUAL OPPORTUNITY STATEMENT:** The City of Mountain Brook believes in equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and is committed to nondiscrimination because of race, creed, color, sex, age, national origin, or religion. Vendors and Contractors providing goods/services to The City of Mountain Brook are encouraged to take positive steps to assure that their personnel do nothing of a racially offensive nature during the performance of the contract.

Racially offensive conduct by contractors and suppliers of goods/services to The City of Mountain Brook is forbidden. Discrimination, harassment, complaint procedures provides steps for filing a complaint involving either discrimination or harassment.

37. **REFERENCES:** Bidders shall submit three (3) references for this evaluation. The references should be from customers approximately the size of the Mountain Brook Police Department.

Any questions regarding this bid should be directed to:

Lieutenant Jason Rhoads
205-802-3857



Heather Richards <richardsh@mtnbrook.org>

Request for council agenda

Jason Rhoads <rhoadsj@mtnbrook.org>

Tue, Jun 21, 2022 at 12:41 PM

To: Heather Richards <richardsh@mtnbrook.org>

Cc: Sam Gaston <gastons@mtnbrook.org>, Steve Boone <boones@mtnbrook.org>, Janet Forbes <forbesj@mtnbrook.org>

I'm requesting the following Bid be added to the council agenda for Monday 6/27/22 for council approval. Thank you.

--

Lt. Jason Rhoads

Patrol Division

Mountain Brook Police Department

101 Tibbett Street

Mountain Brook, AL 35213

205.802.3857 (desk)

205.288.1372 (cell)

205.874.0631 (fax)

rhoadsj@mtnbrook.org

2 attachments



Police Dodge Chargers Bid Tabulation and Recommendation.docx

14K



Dodge Charger Bid.pdf

1052K

RESOLUTION NO. 2022-088

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby forgives the loan between the City and Mountain Brook Sports Park Foundation (Resolution No. 2021-089) with respect to the public improvements at Rathmel Sports Park.

ADOPTED: This 27th day of June, 2022.

Council President

APPROVED: This 27th day of June, 2022.

Mayor

CERTIFICATION

I, Heather Richards, 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 June 27, 2022, as same appears in the minutes of record of said meeting.

City Clerk

ORDINANCE NO. 2124

AN ORDINANCE TO REDUCE THE SPEED LIMIT ON SURREY ROAD AND UPPER CANTERBURY ROAD TO 20 MILES PER HOUR AND TO PROVIDE FOR PUNISHMENT FOR VIOLATIONS

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

Section 1. Speed limit of Surrey Road. Section 50-46(b)(5) of the “Code of Ordinances” of the City of Mountain Brook, Alabama which lists those streets of portions thereof that have been ordained a speed limit of twenty-five (25) miles per hour is hereby amended to exclude the following street along with all other streets or portions thereof currently included therein:

- a. Surrey Road

Section 2. Speed limit of Surrey Road and Upper Canterbury Road. Section 50-46(b)(6) of the “Code of Ordinances” of the City of Mountain Brook, Alabama which lists those streets of portions thereof that have been ordained a speed limit of twenty (20) miles per hour is hereby amended to include the following streets along with all other streets or portions thereof currently included therein:

- a. Surrey Road
- b. Upper Canterbury Road

Section 2. Any person violating the provisions of this ordinance shall be punished by a fine not to exceed \$500.00, or by imprisonment not to exceed 180 days, or both.

Section 4. All ordinances or portions of ordinances conflicting with this ordinance are hereby repealed.

Section 5. If a court or competent authority finds that any provision of this ordinance is invalid, illegal, or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this ordinance shall not be affected.

Section 6. This ordinance shall become effective when published as required by law.

ADOPTED: This 24th day of June, 2022.

Council President

APPROVED: This 24th day of June, 2022.

Mayor

CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of an ordinance adopted by the City Council of the City of Mountain Brook, Alabama, at its meeting held on this 27th day of June, 2022, as same appears in the minutes of record of said meeting, and published by posting copies thereof on June 28, 2022, 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



CITY OF MOUNTAIN BROOK

56 Church Street
P.O. Box 130009
Mountain Brook, Alabama 35213
Telephone: 205.802.3803
Fax: 205.870.3577
gastons@mtnbrook.org

SAM S. GASTON
CITY MANAGER

June 16, 2022

Dear Resident,

The City has received a request to lower the speed limit on Surrey Road and upper Canterbury Road from 25MPH to 20MPH. (See attached map.) Our traffic consultant, Skipper Consultants, has reviewed this request and recommends the lowering of the speed limit on these two streets.

The Mountain Brook City Council will consider this speed reduction at its June 27th meeting which will begin at 7pm. You are invited to attend this meeting to voice your comments on this proposed ordinance changing the speed limit from 25MPH to 20MPH.

If you are unable to attend the City Council meeting on June 27th, but would like to offer your comments, please feel free to contact me at (205) 802-3803 or gastons@mtnbrook.org.

Sincerely,

A handwritten signature in purple ink that reads "Sam S. Gaston". The signature is written in a cursive, flowing style.

Sam S. Gaston
City Manager

ORDINANCE NO. 2125

**AN ORDINANCE TO PROVIDE FOR AN
INTERLOCAL AGREEMENT
BETWEEN THE CITY OF MOUNTAIN BROOK
AND THE CITY OF BIRMINGHAM**

WHEREAS, the CITY OF BIRMINGHAM, ALABAMA (“**Birmingham**”), a municipal corporation, and the CITY OF MOUNTAIN BROOK, ALABAMA (“**Mountain Brook**”) a municipal corporation, desire to enter into an Agreement that will benefit both cities (“**Agreement**”); and

WHEREAS, the Eleventh Edition of the World Games (“**TWG2022**”) are scheduled to be held in the Birmingham area during July 7-17, 2022; and

WHEREAS, the Alabama Legislature adopted Alabama Code §11-102-1 which provides that:

Except as otherwise provided in this chapter or as otherwise prohibited by law, any county or incorporated municipality of the State of Alabama may enter into a written contract with any one or more counties or incorporated municipalities for the joint exercise of any power or service that state or local law authorizes each of the contracting entities to exercise individually. For purposes of this chapter, it is sufficient if each of the contracting entities has the authority to exercise or perform the power or service which is the subject of the contract regardless of the manner in which the power or service shall be exercised or performed, provided that at least one of the contracting parties has the authority to exercise the power or service in the manner agreed upon by the parties. The joint contract may provide for the power or service to be exercised by one or more entities on behalf of the others or jointly by the entities.

; and

WHEREAS, all parties find that it is in the public interest that the parties enter into a joint service agreement in accordance with Alabama Code §11-102-1, *et seq.*, in order to authorize the sharing of municipal equipment and services for the benefit of both municipalities.

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

SECTION 1. Authorization

The Mayor of the City of Mountain Brook, Alabama is hereby authorized to enter into an Agreement with the City of Birmingham, containing the following terms:

- A. **PURPOSE:** The Parties agree to the sharing of equipment and services for the mutual benefit of each municipality during the period leading up to and extending through and after TWG2022, including particularly June 30, 2022 – July 21, 2022. Mountain Brook will provide upon request and subject to availability certain equipment and services to Birmingham, including but not limited to 4 police officers and accompanying police vehicles, for use in preparing for and hosting TWG2022.

B. **TERM:** The provisions of this agreement shall become effective on June 15, 2022. The duration of this contract shall not exceed two months from the date of its final execution and in no event shall extend beyond July 31, 2022.

C. **IMPLEMENTATION:** The parties agree as follows:

a. Mountain Brook will provide the following described personnel, and make available for pick up by Birmingham the following described equipment and such other available equipment as the parties may agree:

Description: 4 police officers and accompanying police vehicles.

b. Birmingham will assign operators for any other equipment which is requested by Birmingham and agreed to be provided by Mountain Brook.

c. Except as expressly provided in this agreement, no party to the contract shall have any power to incur any debt which shall become the responsibility of any other contracting party.

d. Except as specifically provided in this agreement, the execution of this Agreement or the performance of any act pursuant to the provisions thereof shall not be deemed or construed to have the effect of creating between the parties the relationship of principal or agent or of partnership or of joint venture.

e. Except as otherwise provided by law and as limited by this Agreement between the parties, the parties to this Agreement shall have the full power and authority to act within the jurisdiction of all contracting entities to the extent necessary to carry out the purposes of the contract.

f. This Joint Services Agreement shall not take effect until it has been approved by the governing body of each of the contracting municipalities and required publications have been made. Approval by a municipal governing body shall be by adoption of an ordinance of general and permanent operation. Each party to this agreement shall also adopt all ordinances, resolutions, or policies necessary to authorize the other contracting entities to carry out their contractual duties and responsibilities. Each of the contracting municipalities shall each deliver a copy of their ordinance to the other party prior to any exchange of equipment or services.

D. **IMMIGRATION LAW COMPLIANCE:** By signing this Contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

E. **TERMINATION:** Any party hereto may terminate this Agreement at any time by giving thirty (30) days' notice of the intention to do so to the other party. Such notice shall be sent to the governing body of the other party.

F. **SEVERABILITY:** If any provision of this agreement is declared by a court having jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular provision held to be invalid.

G. **GOVERNING LAW:** This agreement shall be governed by and construed in accordance with the laws of the State of Alabama as interpreted by Alabama courts.

SECTION 2. Severability.

The provisions of this Ordinance are hereby declared to be severable. If any of these sections, provisions, sentences, clauses phrases, or parts is held to be unconstitutional or void, the remainder shall continue in full force and effect.

SECTION 3. Publication.

This Ordinance shall become effective upon publication as required by statute.

ADOPTED: This 24th day of June, 2022.

Council President

APPROVED: This 24th day of June, 2022.

Mayor

CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of an ordinance adopted by the City Council of the City of Mountain Brook, Alabama, at its meeting held on this 27th day of June, 2022, as same appears in the minutes of record of said meeting, and published by posting copies thereof on June 28, 2022, 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

**INTERLOCAL COOPERATION AGREEMENT
(The World Games 2022)**

The CITY OF BIRMINGHAM, ALABAMA (“Birmingham”), a municipal corporation, and the CITY OF MOUNTAIN BROOK, ALABAMA (“Mountain Brook”) a municipal corporation, enter into the Agreement on the 27th day of June, 2022.

WHEREAS, Birmingham and Mountain Brook, desire to enter into an Agreement that will benefit both cities (“**Agreement**”); and

WHEREAS, the Eleventh Edition of the World Games (“**TWG2022**”) are scheduled to be held in the Birmingham area during July 7-17, 2022; and

WHEREAS, the Alabama Legislature adopted Alabama Code §11-102-1 which provides that:

Except as otherwise provided in this chapter or as otherwise prohibited by law, any county or incorporated municipality of the State of Alabama may enter into a written contract with any one or more counties or incorporated municipalities for the joint exercise of any power or service that state or local law authorizes each of the contracting entities to exercise individually. For purposes of this chapter, it is sufficient if each of the contracting entities has the authority to exercise or perform the power or service which is the subject of the contract regardless of the manner in which the power or service shall be exercised or performed, provided that at least one of the contracting parties has the authority to exercise the power or service in the manner agreed upon by the parties. The joint contract may provide for the power or service to be exercised by one or more entities on behalf of the others or jointly by the entities.

; and

WHEREAS, all parties find that it is in the public interest that the parties enter into a joint service agreement in accordance with Alabama Code §11-102-1, *et seq.*, in order to authorize the sharing of municipal equipment and services for the benefit of both municipalities.

WHEREAS, all parties find that it is in the public interest that the parties enter into a joint service agreement in accordance with Alabama Code §11-102-1, *et seq.*, in order to authorize the sharing of municipal equipment and services for the benefit of both municipalities; and

IN CONSIDERATION OF THE PREMISES stated herein Birmingham and Mountain Brook mutually agree as follows:

- A. **PURPOSE:** The Parties agree to the sharing of equipment and services for the mutual benefit of each municipality during the period leading up to and extending through and after TWG2022, including particularly June 30, 2022 – July 21, 2022. Mountain Brook will provide upon request and subject to availability certain equipment and services to Birmingham, including but not limited to 4 police officers and accompanying police vehicles, for use in preparing for and hosting TWG2022.
- B. **TERM:** The provisions of this agreement shall become effective on June 15, 2022. The duration of this contract shall not exceed two months from the date of its final execution and in no event shall extend beyond July 31, 2022.

C. **IMPLEMENTATION:** The parties agree as follows:

- a. Mountain Brook will provide the following described personnel, and make available for pick up by Birmingham the following described equipment and such other available equipment as the parties may agree:
Description: 4 police officers and accompanying police vehicles.
- b. Birmingham will assign operators for any other equipment which is requested by Birmingham and agreed to be provided by Mountain Brook.
- c. Except as expressly provided in this agreement, no party to the contract shall have any power to incur any debt which shall become the responsibility of any other contracting party.
- d. Except as specifically provided in this agreement, the execution of this Agreement or the performance of any act pursuant to the provisions thereof shall not be deemed or construed to have the effect of creating between the parties the relationship of principal or agent or of partnership or of joint venture.
- e. Except as otherwise provided by law and as limited by this Agreement between the parties, the parties to this Agreement shall have the full power and authority to act within the jurisdiction of all contracting entities to the extent necessary to carry out the purposes of the contract.
- f. This Joint Services Agreement shall not take effect until it has been approved by the governing body of each of the contracting municipalities and required publications have been made. Approval by a municipal governing body shall be by adoption of an ordinance of general and permanent operation. Each party to this agreement shall also adopt all ordinances, resolutions, or policies necessary to authorize the other contracting entities to carry out their contractual duties and responsibilities. Each of the contracting municipalities shall each deliver a copy of their ordinance to the other party prior to any exchange of equipment or services.

D. **IMMIGRATION LAW COMPLIANCE:** By signing this Contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

E. **TERMINATION:** Any party hereto may terminate this Agreement at any time by giving thirty (30) days' notice of the intention to do so to the other party. Such notice shall be sent to the governing body of the other party.

F. **SEVERABILITY:** If any provision of this agreement is declared by a court having jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not

be affected; the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular provision held to be invalid.

- G. **GOVERNING LAW:** This agreement shall be governed by and construed in accordance with the laws of the State of Alabama as interpreted by Alabama courts.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative as reflected below.

CITY OF MOUNTAIN BROOK, ALABAMA

Date

BY: _____
Mayor

ATTEST:

City Clerk

CITY OF BIRMINGHAM, ALABAMA

Date

BY: _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2126

**AN ORDINANCE TO APPROVE
THE REAL ESTATE CONTRACT
FOR 116 HILLSDALE DRIVE**

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

SECTION 1.

On June 13th, 2022 the City Council of Mountain Brook approved Ordinance No. 2123 authorizing the sale of 116 Hillside Road and declaring said real property as no longer needed for public or municipal purposes.

- 116 Hillside Drive Mountain Brook, Alabama (21-00-43-1-001-034.000 Book 41, Page 73) Map reference: 28-04-3/28-04-3

SECTION 2.

The Mountain Brook City Council approves the real estate contract, in the form attached hereto as Exhibit A.

SECTION 3.

The Mayor or City Manager is authorized and directed to execute and attest, respectively, for and on behalf of the City of Mountain Brook, Alabama any and all documents necessary to effectuate closing of the sale including but not limited to a deed transferring title to the purchaser.

SECTION 3. Publication.

This Ordinance shall become effective upon publication as required by statute.

ADOPTED: This 24th day of June, 2022.

Council President

APPROVED: This 24th day of June, 2022.

Mayor

CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of an ordinance adopted by the City Council of the City of Mountain Brook, Alabama, at its meeting held on this 27th day of June, 2022, as same appears in the minutes of record of said meeting, and published by posting copies thereof on June 28, 2022, 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

Lawrence-Arendall-Humphries Real Estate, Inc.
 Seller's Cash **Estimated** Settlement Statement

Seller: City of Mountain Brook
 Property: 116 Hillsdale Road
 Type: Cash

Date Prepared: 06/22/2022
 Closing Date: 07/08/2022

SALES PRICE: \$997,152.00

ESTIMATED EXPENSES:

Attorney:	<u> - 0 - </u>
Fire Dues	<u> </u>
Home Warranty Premium:	<u> </u>
Payoff FAX Fee:	<u> </u>
Prepayment Penalty:	<u> </u>
Purchaser's Closing Costs (as per contract):	<u> </u>
Real Estate Commission: Rate: <u>5.00%</u> ..	<u> \$49,857.60 </u>
Termite Contract:	<u> - 0 - </u>
Wood Infestation Report	<u> - 0 - </u>
Repairs (as per contract):	<u> </u>
Title Insurance Premium*:	<u> - 0 - </u>
Incentives:	<u> </u>
LAH Service Fee	<u> 199.00 </u>
Other:	<u> </u>
Other:	<u> </u>

TOTAL ESTIMATED EXPENSES: Less: (\$50,056.60)

TOTAL ESTIMATED GROSS PROCEEDS: \$947,095.40

Approximate Mortgage Balance:

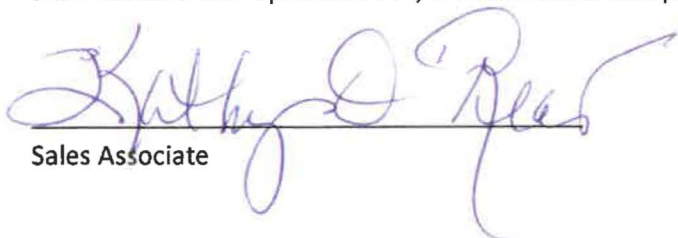
Less: ()

Tax Pro Ration:

Less: (\$2.00)

ESTIMATED NET PROCEEDS: \$947,093.40

The undersigned understands and agrees that the above mentioned items prepared by the sales associate are based upon general estimated lender information and that certain items may vary according to different lenders, service vendors, money market conditions at the time of closing, and other unpredictable variable circumstances. The Seller shall not hold the representative, the real estate company, or sales associate responsible for these estimated items.


 Sales Associate

 Seller

 Seller

LAH Calculation of Buyer and Seller Tax Expense

Total Taxes Paid for Year: \$5.00
 County / City: Jefferson Mountain Brook
 Closing Date: 07/08/2022
 Fiscal Year-End Date (change the year as applicable) 09/30/2022
 Total taxes paid from above: \$5.00
 City tax proration: 37.00% \$1.85
 State and county tax proration: 63.00% \$3.15

Item	Amount	Factor	Buyer	Seller
City Tax Proration	\$1.85	0.23	\$0.43	(\$0.43)
State and County Tax Proration	\$3.15	0.77	(\$2.43)	\$2.43
Net Cost to Buyer and Seller			-\$2.00	\$2.00

Note:

The city proration is always a charge to the buyer and a credit to the seller. The state & county proration is always a credit to the buyer and a charge to the seller. The escrow amount is always a charge to the buyer and does not affect the seller.

City Tax Proration
 # of days from closing date to fiscal year-end: 84
 Divided by 365 equals: 0.23

State and County Tax Proration
 # of days from fiscal year-end to closing date: 281
 Divided by 365 equals: 0.77