PRE-MEETING AGENDA MOUNTAIN BROOK CITY COUNCIL

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

JUNE 27, 2022, 6:15 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 inperson attendees are asked to mask.

- 1. Drainage issues on Mountain Lane and Richmar Drive-Frank Long (See attached information including a study proposal from Schoel Engineering. This item could be added to the formal agenda.)
- 2. Increase Purchase Order limits from \$1,000 to \$3,000-Steve Boone (See attached information.)
- 3. Replacement/Repairs of weathered/damaged signs and awnings in our commercial areas-Mayor Welch.
- 4. Executive Session.

Mountain Brook City Council Pre-Meeting - June 27, 2022

Re: Flooding issues on Mountain Lane and Richmar Drive

June 23, 2022

Summary: Homeowners on Richmar Drive and Mountain Lane have experienced severe flooding events and request that the City Council commission a study of potential storm water infrastructure improvements to address recurring flooding issues.

Background

- o In 2021, the City engaged Schoel Engineering to complete a study in connection with improvements needed at MBJH to prevent another flooding event like the one experienced on May 4, 2021. Schoel presented its findings along with three proposed options to correct the MBJH issues at the Council's December 13, 2021 meeting.
- During the December 13, 2021 meeting, Council members noted that it is important to take into consideration the potential impact of the three options on residents and organizations downstream from MBJH. During subsequent Council meetings, Schoel was engaged to study such downstream impacts.
- Schoel delivered its findings and suggestions regarding downstream impacts to the Council on May 9, 2022. At the same meeting, Schoel provided its recommendation regarding the three options first introduced during the December 13, 2021 Council meeting.
- Schoel recommended an option that primarily includes the expansion of the MBHS retention pond by approximately 20%, the installation of a larger box culvert under Hillsdale Road, and the construction of a 42" relief culvert running behind MBHS and under the sports fields. An alternate option presented to the Council included the construction of an additional retention pond on the Hillsdale property purchased by the City in 2021.
- Many residents on Richmar Drive and Mountain Lane experienced flooding and costly property damage to the interior and exterior of their homes during the flash flooding events that took place on May 4, 2021 and June 8, 2022.
 - Multiple other events have come close to creating similar impacts,
 - The flooding is attributable to inadequate storm-water infrastructure.
 - The flooding results in severe property damage and health and safety hazards for residents in the area.
 - Significant upstream construction activity and residential development over the years has directly contributed to the flooding risks.
 - Larger driveways
 - Bigger roofs

- Piping gutters underground and extending them to the curb
- New home construction
- This activity causes water to run off more quickly than the former lawns and smaller houses that occupied the uphill neighborhoods, contributing to much more rapidly rising waters in a flash flood event.
- The City is addressing flooding impacts to MBJH and downstream organizations and residents but thus far hasn't considered or addressed the flooding in the Richmar Drive /Mountain Lane area.
- Significant flooding events are increasingly common, resulting from flash floods, when thunderstorms create heavy rain in a short period of time.
 - The drainage ditch in the walkthrough area connecting Mountain Lane to Richmar Drive (the "Cut") is consistently overwhelmed by the amount of water entering from Mountain Lane and both directions of Montevallo Lane on the surface and through both: 1. the culvert running under Montevallo Lane and 2. the drainage pipe originating uphill near a power substation located on an alley off of Montevallo Lane (See Exhibit A).
 - When this happens, the entire Cut area floods because the culvert running under Richmar is not large enough to carry sufficient water from the Cut to the ditch running down to the MBJH retention pond to keep the Cut from flooding. Likewise, the ditch behind the houses on Mountain Lane overflows into back yards because water can't flow downstream into the Cut due to the bottleneck at the culvert running under Montevallo Lane.
 - On May 4, 2021 and June 8, 2022, flood waters overtopped Richmar Drive and then flowed south on Richmar Drive all the way down to MBJH. On May 4, 2021, Richmar Drive was under approximately a foot of water (See related video) resulting in heavy flooding in residents' yards, finished basements and garages. Likewise, the June 8, 2022 event caused similar damage to residents' homes due to flooding of Richmar Drive. Impacts include flooded garages, basements, generators, crawl spaces, vehicles, washed out landscaping, and sewage backups.
 - There have been a number of recent instances when the Cut has almost overtopped Richmar Drive. This is a fairly regular occurrence. Any considerable rainfall causes the ditch in the Cut to breach its banks and flood the adjoining properties (See Figure 3).
- During these flood events, the culverts at the Cut become severe safety hazards, with giant "whirlpools" descending into narrow culverts that could easily result in death for anyone who falls into the water near the culverts.
 - The Cut serves as a walking path for children and adults throughout the neighborhood.
 - Neighborhood children use the Cut to reach both Crestline Elementary and MBJH during the school year.
 - o Repetitive flooding carries trash and waste into the ditch in the Cut.

- The residents of these streets have invested significant amounts of money protecting their properties from flooding through the installation of driveway improvements, landscaping, and drainage on their own properties
 - We are out of options. The flooding results from the inadequate storm water infrastructure, not water that falls on our properties.
- The City's own external engineers have described the culverts at the Cut as inadequate and too small for the volume of water in a meeting with Richmar Drive residents shortly following the June 8, 2022 flood event.
- The City has planned for large investments at MBJH and adjacent to Pine Crest Road, but has not considered or addressed the failures of storm water infrastructure upstream from the MBJH retention pond.
 - The residents of this area are concerned that all of the studies completed to date, and recommendations resulting from those studies, have not taken into account the volume of water that is forced down Richmar Drive when the ditch at the Cut overtops Richmar Drive. Those studies were completed before the residents contacted the City Manager regarding the flooding issues at the Cut. The options considered by the City to address the MBJH issues don't appear to take into account the volume of surface water that travels down Richmar Drive into the MBJH area during one of these events.
 - The residents of this area are advocating for a comprehensive plan that will address the increasing volume of water that is currently entering the neighborhood upstream of the MBJH retention pond from higher elevation areas and causing flooding and significant property damage. We do not live in a flood plain, yet our properties continue to flood due to an inadequate storm water system.
- We request the City immediately commission a comprehensive engineering study to examine
 options for improving the storm water drainage infrastructure upstream of the MBJH retention
 pond in conjunction with the improvements planned for MBJH and specifically at the Richmar
 Drive /Mountain Lane Cut.

Exhibit A
-Sources of Surface Water
-Sources of Drainage Water
Carried by the City System

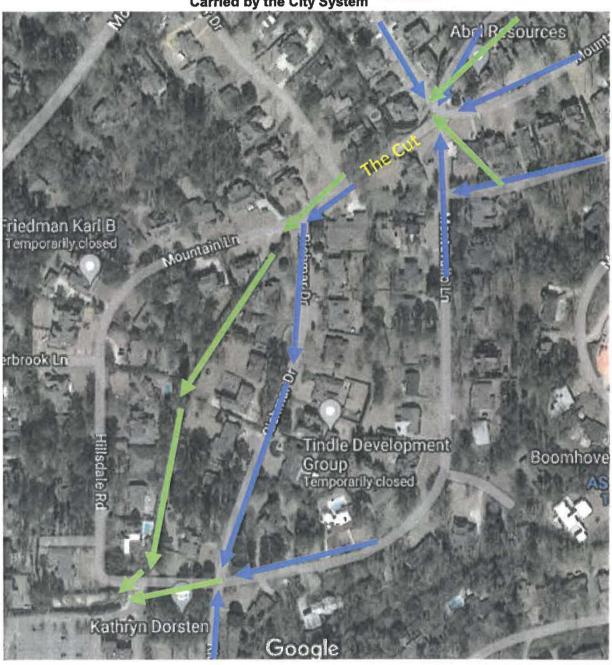


Figure 1. The Cut (June 23, 2022)



Figure 2. The Cut overtopping Richmar Drive (May 4, 2021).



Figure 3. The Cut (March 16, 2022). Water in the ditch in the Cut frequently reaches this level during non-flash flooding rainfalls (ignore the yellow circle).



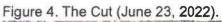
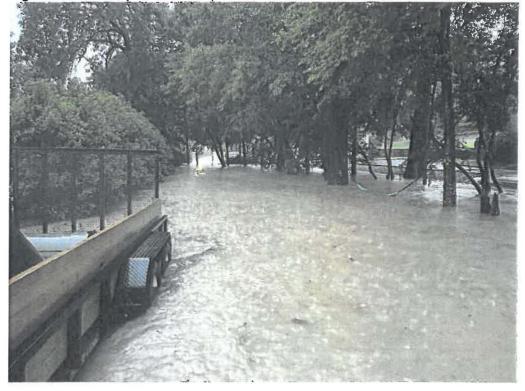




Figure 5. The Cut (June 8, 2022)



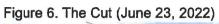




Figure 7. The Cut (June 8, 2022).



Figure 8. Richmar Drive Facing West at the Cut. All of this water overflowed from the ditch in the Cut and traveled down Richmar Drive to MBJH. (May 4, 2021).



Figure 9. Residence adjacent to the Cut (May 4, 2021).

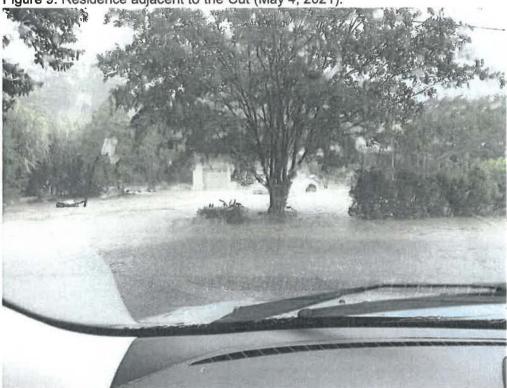


Figure 10. Residence adjacent to the Cut (May 4, 2021)



Figure 11. Residence adjacent to the Cut looking out at the east end of the Cut (May 4, 2021). Note the amount of surface water traveling towards the Cut: 1.down Montevallo Lane from both directions and 2.down Mountain Lane.



Figure 12. The east end of the Cut (May 4, 2021). Note that the water in the ditch is above street level.

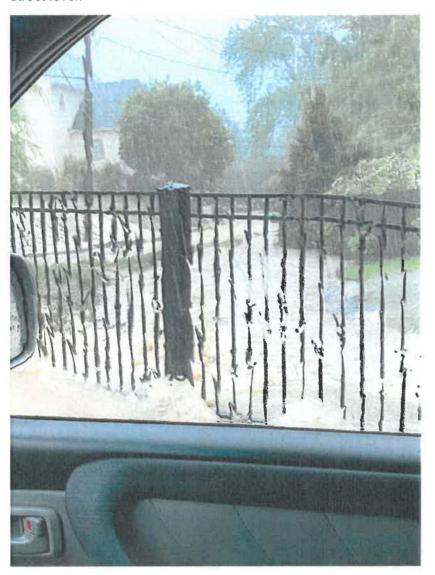
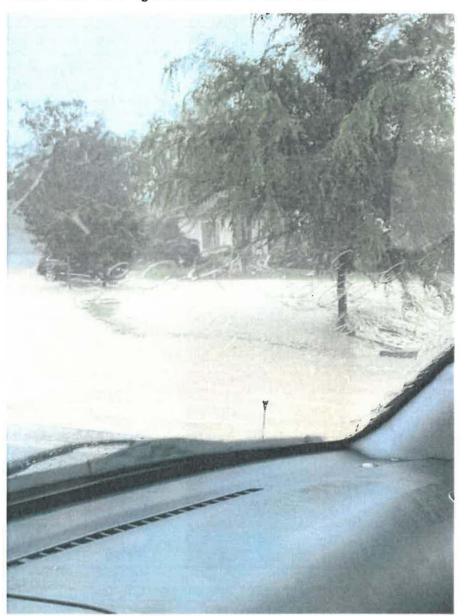


Figure 13. The east end of the Cut (May 4, 2021). Note the volume of water that moved those railroad ties.



Figure 14. East end of the Cut looking up Montevallo Lane (May 4, 2021). Note the amount of surface water traveling down Montevallo Lane to the Cut.



Agreement for Additional Consulting Services

Mountain Brook Junior High Drainage Improvements Study and Design

Study and Preliminary Design of Up-Basin Drainage in Mountain Brook Junior High Area

June 20, 2022

This AGREEMENT, entered into by and between The City of Mountain Brook, Alabama, hereinafter referred to as the Client, and Schoel Engineering Company, Inc., hereinafter referred to as the Consultant, is for additional Consulting Services associated with the drainage improvements at Mountain Brook Junior High in Mountain Brook, Alabama. In this work study and preliminary design of up-basin drainage will be performed

PROPOSED SCOPE & SERVICES

1. ADDITIONAL TOPOGRAPHIC SURVEYING

The Consultant would obtain certain additional topographic information on drainage upstream from the Juniour High. The detailed scope is as follows:

- Obtain topography in the Hillsdale Road/Richmar intersection
- Obtain Topography of drainage in the vicinity of "The Cut"
- Obtain channel cross sections and building floor elevations along main channel
- Process data and incorporate into design base file

Lump Sum Fee:

\$ 9,700

2. UPDATE OF HYDROLOGIC MODEL TO EXAMINE UP-BASIN DRAINAGE FEATURES

The Consultant would update the Hydrologic Model in order to examine detailed up-basin drainage. The detailed scope is as follows:

- Develop basin limits and parameters for drainage features up-basin
- Input drainage structures and cross sections into SWMM Model
- Run model simulations

Lump Sum Fee:

\$ 6,500

3. PRELIMINARY DESIGN OF DRAINAGE IMPROVEMENTS IN UP-BASIN AREAS

The Consultant would develop preliminary design and prepare preliminary plans for drainage improvements upbasin. This is likely to include a replacement for the pipe draining "The Cut", as well as local drainage improvements to better collect stormwater and direct it into the drainage infrastructure. The detailed scope is as follows:

- Coordinate as required with Client
- Develop preliminary design of major drainage infrastructure up-basin
- Design of improvements to local drainage and the collection system
- · Preparation of brief study report and exhibits

Lump Sum Fee:

\$ 10,450

4. FINAL DESIGN OF DRAINAGE IN MONTEVALLO LANE

The Consultant would develop final design of drainage infrastructure in Montevallo Lane. This design will be incorporated into the overall Mountain Brook Junior High construction plans. The detailed scope is as follows:

- Develop final design of drainage in Montevallo Lane
- · Develop construction plans, including:
 - o Drainage Layout Plan
 - o Storm Drainage Profile Plan

Lump Sum Fee:

\$ 7,450

FEE SUMMARY

1.	Additional Topographic Surveying	\$ 9,700	
2.	Update of Hydrologic Model to Examine Up-Basin Drainage Features	\$ 6,500	
3.	Preliminary Design of Drainage Improvements in Up-Basin Areas	\$ 10,450	
4.	Final Design of Drainage in Montevallo Lane	\$ 7,450	
	Total Lump Sum Fee	\$ 34,100	

NOT INCLUDED IN SCOPE OF WORK

1. Final Design (except for Item 4 above)

If additional services not included in the above scope are performed, those additional services should be approved by Client in advance and may be billed according to the attached Schedule of Unit Rates.

SCHEDULE OF UNIT RATES – EFFECTIVE THROUGH 12/31/2022

Senior Principal		275.00 per hour
Principal		200.00 per hour
Field Survey Party		185.00 per hour
Chief Land Surveyor/Assistant Director		175.00 per hour
Senior Project Manager		165.00 per hour
Project Manager		150.00 per hour
Senior Professional		140.00 per hour
Project Professional		125.00 per hour
Staff Professional		115.00 per hour
Senior Designer / Drafter / Specialist		115.00 per hour
Designer 2 / Drafter 2 / Specialist 2		100.00 per hour
Designer 1 / Drafter 1 / Specialist 1		90.00 per hour
Administrative / Technical Support		75.00 per hour
Transportation		0.56 per mile

Printing and other reimbursable expenses will be charged at cost, and are not included in the fee basis described above. Sub-consultant invoices will be billed to the client at a rate of 110% of the sub-consultant invoice. Overtime rates may apply for work required during non-standard work hours.

GENERAL TERMS AND CONDITIONS

¹⁾ Services performed under this Agreement will be conducted in a manner consistent with that level of care and skill exercised by members of the profession currently practicing under similar conditions. Plans, specifications, and submittals will be prepared in accordance with the written standards of the governing authorities having jurisdiction.

Any extraordinary requirements for approvals will be considered additional services. Except as expressed herein, no other warranty, expressed or implied, is made. Nothing in this agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

- 2) Consultant agrees that, to the fullest extent permitted by law, it will defend, indemnify, reimburse and hold Client harmless from the expenses (including those for attorneys' fees, litigation costs and court expenses), damages (including those for bodily injury, death or damage to Clients' property or that owned by third parties) and losses that Client might incur that arise from the following types of claims, causes, suits or actions relating to the Project, the Project site, or Consultant's breach of its obligations under this Agreement (collectively, "Claims"):
 - (a) professional liability Claims by the Client against the Consultant to the extent caused by Consultant's negligent performance of its professional services contemplated hereunder (a "Professional Liability Claim"); provided that (i) Consultant's total liability for a Professional Liability Claim (including. but not limited to, those arising from its negligence, errors and omissions, or those alleging strict liability, breach of contract or breach of warranty) shall not exceed the minimum limits of the Consultant's Professional Liability insurance coverage required herein in subpart 7(a) below; and (ii) nothing in this provision obligates Consultant to indemnify Client from a Professional Liability Claims resulting from Client's negligence or willful misconduct;
 - (b) any Claims for bodily injury, death, or property damage by third parties against the Client that arise out of any "occurrence" as that term is defined by Consultant's policy of Commercial General Liability insurance required in section 7(b) below, provided that (i) Consultant's total liability under this provision shall not exceed the amount of the minimum limits of the Comprehensive General Liability policy required in subpart 7(b) below; and (b) nothing in this provision shall obligate Consultant to indemnify the Client for Claims by third parties that result from the sole negligence or the willful misconduct of the Client. Nothing herein is intended or shall be interpreted to demand or require Consultant to defend or indemnify the Client from and against any third-party claims, demands, actions, proceedings or suits alleging or in any way arising out of Consultant's breach of its professional services obligations or warranty hereunder, except to the extent provided for in subsection (a) above.
- 3) The fees for different phases of Services in this Agreement are based on the Scope of Services herein. If the above outlined Scope of Services is changed, or if there are other services that may be requested by the Client, these additional services will be performed at the above hourly rates, or at a revised fee that the parties will negotiate to their mutual satisfaction. If construction of the Project is delayed and completed more than six (6) months following the anticipated completion date set forth herein, the Consultant reserves the right to adjust its Hourly rates for inflation costs on a one-year interval from the date of this proposal.
- 4) If a claim, dispute, and other controversy arises between Consultant and Client concerning this Agreement or the alleged failure to perform their respective responsibilities hereunder (a "Dispute"), the respective Project Representatives for the Parties will use good faith efforts to amicably resolve such Dispute. If the Dispute is not resolved by the Project Representatives, it will be escalated to the senior official or manager level of each party for consideration. If a Dispute other than as a result of Client's failure to pay amounts undisputedly due hereunder is not resolved at the senior level, it will be submitted to mediation before, and as a condition precedent to, either party availing themselves of remedies provided by law. Mediation shall be held in the county where the Project is located, and if the parties cannot agree on a mediator, then one shall be appointed by the American Arbitration Association (AAA). The parties agree to equally split the cost billed by the mediator.
- 5) Services not expressly set forth in writing as basic or additional services and listed in the proposal to this Agreement are excluded from the scope of the Consultant's Services, and the Consultant assumes no duty to the Client to perform them unless agreed in a subsequent writing.
- 6) 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 Client's files. The Consultant may rely on the information provided by the Client without verification. 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 Services within established schedules.

- 7) Consultant's Insurance. For the duration of the Project and the Agreement and for limits not less than stated below, Consultant, at its sole expense, shall maintain the following insurance with a company(ies) lawfully authorized to do business in Alabama and reasonably acceptable to Client:
 - (a) Professional Liability with minimum limits of not less than One Million Dollars (\$1,000,000.00) covering claims to the extent caused by Consultant's negligent performance of professional services or breach of professional warranty. This Professional Liability policy shall include coverage on an occurrence basis.
 - (b) Comprehensive General Liability with minimum limits of not less than One Million Dollars (\$1,000,000.00), combined single limit and aggregate for bodily injury and property damage. This Comprehensive General Liability policy shall include coverage on an occurrence basis for premises/operations, products/completed operations, assumed contractual obligations, and independent contractors; and
 - (c) 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.

Consultant may satisfy its insurance obligations hereunder through a combination of primary, umbrella and excess policies. Before commencement of any Services, the Consultant shall provide Client a certificate(s) of insurance evidencing compliance with the requirements in this section. Further, through an endorsement, Client shall be named an additional insured on the Comprehensive General Liability and any applicable umbrella and excess policies

- 8) All reports, plans, documents, materials created by Consultant or its work product from its Services (collectively, the "Instruments of Service") shall remain the property of the Consultant, and are intended solely for uses related to this Agreement and construction of the Project. Notwithstanding, Consultant grants Client a perpetual license to distribute to any third party, reproduce or otherwise use any of the Instruments of Service for purposes it deems reasonably necessary that relate to construction of the Project or conditions at the Project site. Client agrees and acknowledges any reuse of the Instruments of Service for purposes outside of this Agreement or the Project, or any failure to follow Consultant's recommendations in those Instruments without Consultant's written permission, shall be at the Client's and other user's sole risk.
- 9) This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure to perform in accordance with its terms by the other party through no fault of the terminating party. If this Agreement is terminated by Consultant due to default of Client, it agrees that Consultant shall be paid for total charges for work performed prior to the termination notice date.

Additionally, at Client's convenience and without cause or default by Consultant, Client may suspend or cancel the Agreement, performance of Services or work on the Project at any time by providing written notice to Consultant. In the event of such suspension or cancelation, Client will compensate Consultant for Services performed up to through the date of that notice.

- Delayed Performance/Force Majeure Events. Neither party to this Agreement shall be liable to the other for any failure to perform its respective obligations (including payment obligations) under it 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.
- 11) 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.
- 12) Consultant shall not be responsible for construction safety or construction procedures at the Project site, nor will it be responsible for the quality of the work performed by the Contractor or any consultants that are not retained by it.

13) At Client's request and for its convenience, Consultant may provide documents and its work product in electronic format. Data, words, graphical representations, and drawings that are stored on electronic media or which are transmitted electronically, may be subject to uncontrollable alteration. The printed, signed and sealed hard copy is the actual professional Instrument of Service. In the event of a discrepancy between the electronic document and the hardcopy document, the hardcopy document will prevail.

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- 14) This Agreement is entered with the expectation that it is not being used in a price comparison with other firms. Alabama law prohibits licensed engineers and land surveyors from participating in any process that solicits prices from two or more licensed engineers or land surveyors simultaneously. The law defines this practice as bidding and participation by a licensee is prohibited. If this agreement is being used in this manner, we must by law, withdraw this agreement from consideration.
- 15) Limitation of Liability. In no event may Consultant recover from Client 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 Client's breach of its obligations hereunder or suspension or termination of this Agreement.
- 16) Project Representative. Each party shall appoint a representative who shall coordinate with the other party on all matters related to the performance of the Services 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.
- 17) 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.
- 18) Any forbearance or delay on the part of Client 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.
- 19) Consultant may not assign its rights, obligations or the benefits of this Agreement to any third party without the written consent of Client, which consent may be withheld for any reason.
- 20) 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.
- 21) Consultant is an independent contractor of Client. This Agreement does not create any partnership, joint venture or principal-agent relationship between the parties. Further, Client retains no control or authority with respect to its means and methods in which Consultant (or any of its employees or representatives) performs their work or Services.
- 22) Immigration Law Compliance. Consultant represents and warrants to Client 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 has enrolled or will enroll in the E-Verify program prior to performing any Services 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 Consultant 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. Consultant 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 Consultant 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.
- 23) Amendment. Neither this Agreement nor any of the provisions herein may be amended or modified except in accordance with the terms of a subsequent written instrument that is signed by both parties.

- 24) This instrument sets forth the entire understanding between the parties concerning the matters herein, and, unless expressed herein, all oral representations, prior negotiations, understandings, agreements, conditions, and terms discussed between them prior to acceptance and signing of this Agreement are of no effect and are deemed to have merged herein.
- 25) This Agreement shall be governed by, construed and enforced 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 (CLIENT)
Ву:	Stewart H. Welch III
Terri	
Its:	Mayor
Date: _	
	EL ENGINEERING COMPANY, INC. (CONSULTANT)
ву: <u>(</u>	Nall Sllte
	Walter Schoel III
Its:	President
Date: _	June 23, 2022
	nt or type the following information for the individual to whom invoices for payment should r the names of the respective Project Representatives.
Company:	
Client:	
Street Address:	
	Fax Number:
Client's Project	Number:Client's Purchase Order Number:
Consultant's Pr	oject Representative:
Client's Project	Representative:



CITY OF MOUNTAIN BROOK

P. O. Box 130009 Mountain Brook, Alabama 35213-0009 Telephone: 205.802.2400 www.mtnbrook.org

To: Sam Gaston, City Manager

From: Steven Boone
Date: June 24, 2022
Subject: Purchase order limit

Currently, the City's purchasing policies generally require purchase orders for purchases of \$1,000 or more. This threshold was set in 2012 (Resolution No. 2012-135). Several department supervisors have requested that the threshold be increased.

In order to align with federal procurement guidelines applicable whenever federal funds are involved, I am recommending the City's purchase order threshold be increased from \$1,000 to \$3,000.