

**MEETING AGENDA  
MOUNTAIN BROOK CITY COUNCIL**

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

**OCTOBER 24, 2022, 7 P.M.**

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**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 10242022).**

1. Mountain Brook School Security updates
2. All-In Mountain Brook Committee updates.
3. Approval of the minutes of the October 10, 2022, regular meeting of the City Council.
4. Consideration: Resolution authorizing the execution of a service contract with the Mountain Brook Chamber of Commerce.
5. Consideration: Resolution authorizing the execution of a service contract with One Place Metro Alabama Family Justice Center.
6. Consideration: Resolution accepting the professional service agreement with Skipper Consulting, Inc. with respect to on-call traffic engineering services.
7. Consideration: Resolution authorizing the sale or disposal of certain surplus property.
8. Comments from residents and attendees.
9. Announcement: The next [organizational] meeting of the City Council is November 7, 2022, at 8:00 a.m. in the Council Chamber of City Hall, 56 Church Street, Mountain Brook, AL 35213.
10. Announcement: The next regular meeting of the City Council is November 14, 2022 at 7:00 p.m.
11. Adjourn.



# Safety Report 2022

MOUNTAIN BROOK SCHOOLS

# **Balance**

**Safe and Secure Environment**

**and**

**Culture of Learning**

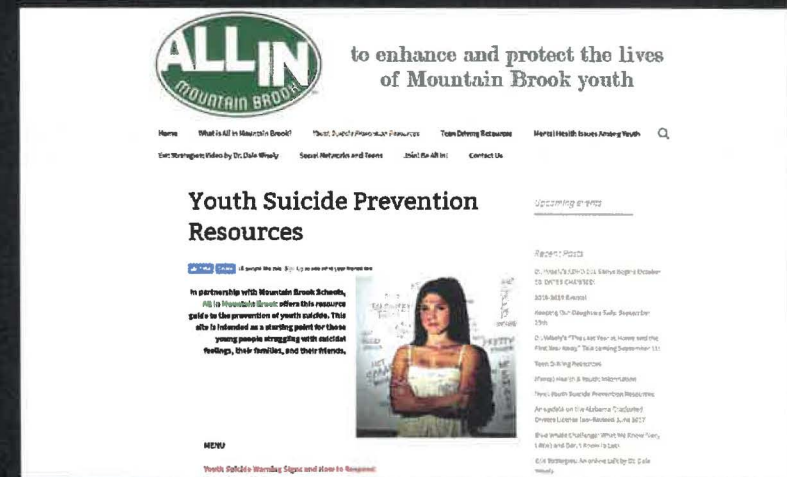
# Safety and Security Prongs



- ▶ Prevention
- ▶ Facilities and Support
- ▶ Training

# Prevention

- ▶ School Resource Officers in every school
- ▶ Mountain Brook Police Patrol Visits
- ▶ Police and Fire access to all schools
- ▶ Annual Crisis Planning with City Partners
- ▶ Resource families who are in need of support
- ▶ Gaggle
- ▶ Threat and Suicide Assessment Protocols
- ▶ Mental Health Network- Mental Health Services Coordinator



# Facilities and Support

- ▶ Visitor Access Systems
- ▶ Visitor Badging Systems
- ▶ Key Badge Access
- ▶ Video Surveillance Systems
- ▶ HS Campus Access Control-
  - ▶ Gate and Live Entry Monitoring





# Training

- ▶ Off-Site Reunification Trainings
- ▶ Parent Video sent in August
- ▶ Re-establishment of Evacuation Routes due to Construction
- ▶ Annual Safety Training with all Faculty and Staff
- ▶ Monthly Safety/Weather Drills
- ▶ AED/CPR/Crisis Training for all Faculty and Staff
- ▶ Bullying, Anxiety, Depression, Suicide Training for all Faculty and Staff
  
- ▶ City access to campuses for training on non-attendance days





# First Aide Crisis Training

Partnered with Mountain Brook Fire Department to train all faculty and staff on the use of basic items found in school system developed crisis bags.

Lieutenant Jon Head

Lieutenant Brent Cooper



# What to Expect in A Lockdown

Partnership with Mountain Brook Police Department and School Resource Officers to help employees develop their thinking in crisis situations.

- Leadership
- Caring for Students
- Brainstorming the Unpredictable
- Post Lockdown Procedures



School Resource Officers

Richard Knecht  
Scott Hall  
Bryan Kelley



# AED Training

Training focused on:

What is an AED?

When do I use an AED?

How do I use an AED?

Where are our AED's located in each school?

Mountain Brook School Nurses

Sandra Overstreet

Marilyn Ingram

Barbie Sanak



# Audio-Enhancement Safety Features

- ▶ On-Person Emergency Alert Devices
- ▶ Programmable Emergency Notifications
- ▶ Live Map of Alert Location
- ▶ Live Camera of Emergency Situation
- ▶ Immediate Recording of Incident
- ▶ Zoned Communication Options for all Buildings
- ▶ Creates Two-Way Communication in Emergency Situations



**MOUNTAIN BROOK CITY COUNCIL  
PRE-MEETING DISCUSSION  
OCTOBER 10, 2022**

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[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 10<sup>th</sup> day of October, 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. Discussion of Conditional Use for Rougaroux

Virginia Smith-Council President

- The conditional use was based on the Fire Marshall's study

Lee Rhudy-Fire Marshall

- Where the vehicles are parking illegally is considered fire access road and not private parking
- Concerns were the illegally parked cars and the size of the patio (for Rougaroux)
- Once the cars that are illegally parked are gone, it will make it easier for fire and emergency vehicle to enter the alley
- On Saturday counted 17 vehicles in the alley (plus a delivery truck)
- Biggest safety concern are cars parked illegally in the alley

Gerald Garner-Council Member

- Inquired from a safety standpoint if no cars should be allowed in alley

Lee Rhudy

- Biggest challenge is fire and emergency vehicles entering from Culver Road and making radius turn behind Old Sneaky Pete's
- The original patio size was causing a problem; however, Mr. Freeman brought a new design that reduces the patio size

Virginia Smith

- Inquired if the council has seen the updated design for the patio

Jay Freeman-owner of 2716 Culver Road Building

- The council has not seen the new design, was awaiting Fire Marshall and Building Official's approval when they submit their building set for permit
- Not ready to submit new patio design, need engineering tweaks
- Brought in the patio a couple of feet (instead of building to property line) which has a greater turning radius for cars to pass
- The issue is behind Another Broken Egg parking in the fire access road
- If illegal parking is not allowed, the access width would accommodate emergency vehicles and the patio would not cause significant problems

Gerald Garner

- The alley needs to be cleared of illegally parked cars

Billy Pritchard-Council President Pro Tempore

- Inquired with legal parking (on private property) and the patio being constructed if that would cause a problem
- From the original memo from the Fire Marshall he thought the patio would be a problem due to it impeding the fire department from responding

Chris Mullins-Fire Chief

- Mr. Freeman has a revised plan for the patio which would give the clearance needed IF the illegal parking goes away
- Just saw the revised patio plan today, will need to measure before able to give a clear answer on if it will be a problem or not

Lloyd Shelton-Council Member

- Need to clean up the alley, individuals who are parked illegally (not in a designated spot) should not be parking in the alley
- Another Broken Egg and other businesses need to be notified of the illegal parking in the alley

Virginia Smith

- Inquired about the dumpster that is sticking out beyond the private property around Another Broken Egg
- Asked if the dumpster location could be addressed with the owner
- The dumpster and the pad it sits on cannot be pushed back further due to it being built against the building.

Lee Rhudy

- The dumpster belongs to Another Broken Egg
- Half of the dumpster is not on their property
- With no illegal cars parking, the dumpster is not an issue

Billy Pritchard

- Stated he was recusing himself (with respect to the dumpster) due to a client of his owning the building where Another Broken Egg is located
- Stated the revised patio plan needs to be re-measured to have clarity on the patio

## 2. Observations of the Starbucks drive through in Lane Parke

Richard Caudle-Skipper Consultants

- Was able to observe today; however, it was Columbus Day (would expect to have a lower number of cars than typical day due to holiday)
- Presented handout to Council Members (Appendix 1)
- Based on observation, during mid-day peak, there is no issue
- The PM peak hours had even fewer cars
- The AM (after 8:00 and 8:40) had about 5 or 6 cars in queue
- Would suggest observing it again on another day
- In 2019, did project the queue would exceed the limit for 3 minutes

Lloyd Shelton-Council Member

- Last Thursday (October 7<sup>th</sup>), the queue exceeded the 3 minutes

Billy Pritchard-Council President Pro Tempore

- Phone orders can be placed that could expedite service

Richard Caudle

- Recommend he observe it again on one or two more occasions

Stewart Welch-Mayor

- Inquired what can be done if too many cars are in the queue

Virginia Smith-Council President

- If there is a problem, someone may be present to work the traffic

### 3. Drainage projects/studies update

Mark Simpson-Schoel Engineering

- Update on drainage projects:
  - Euclid-about 90 % complete for design
  - Richmar “the cut”-survey is complete and in middle of hydraulic study. Should have ideas to present on solution within a few weeks
  - Northcote-project is currently under construction and is about 60-70 % complete
  - Junior High-drainage improvements are out for bid (October 27<sup>th</sup>)
  - Pinecrest-construction documents are almost complete (may be a few more weeks before it is ready)
  - Cherry Street-very close to completing construction documents
  - Canterbury/Surrey Road-new inlets, pipework, and cleaning out existing inlets
  - Fairmont/Lorena Lane-the preliminary design is complete but needs to hold until the meeting with property owners have been conducted
  - West Montcrest Drive-looking at survey data and coming up with potential solutions to the problem

Lloyd Shelton-Council Member

- With all of these projects, need to follow water all the way to where it is supposed to go
- If doing something upstream, need to follow the water downstream

Sam Gaston-City Manager

- There is a contract with Schoel for design for Canterbury and Surrey Road

Virginia Smith

- Item added to the formal agenda (Resolution No. 2022-161)

## 4. Board of Zoning Adjustment (BZA) appointment

Dana Hazen-Director of Building, Planning and Sustainability

- There were 2 people who submitted their resume on the City's website
- The resumes were sent to the BZA board for their review
- The board unanimously recommended Scot Boomhover to serve another term

Virginia Smith-Council President

- Recommended moving this item to the next council session so the council can view the two resumes of the individuals who submitted their names

## 5. Junior High drainage and recreational field improvements contract

Billy Pritchard-Council President Pro Tempore

- Junior High construction project continues
- Brasfield and Gorrie is under contract with them until March 1<sup>st</sup> 2023
- The drainage project is going to be bid at the end of this month
- If bid comes in acceptable, this is the City's project and could start after 1<sup>st</sup> of the year
- Work could start by the "Hick's ditch" towards the end of the property line (south) and work up to the Junior High building and come across the field
- By late spring, the construction will hopefully be up to the alley
- At this point, can connect to all lines in alley and dig up alley to put in new lines
- The bid for the field project could be bid at the first of the year and work could start soon thereafter
- The goal is to have the construction complete before school starts in August 2023
- One project is the ongoing school project that Brasfield and Gorrie is under contract for
- The school stated we could use Brasfield and Gorrie until March 1<sup>st</sup> for construction services and management service of sewer/drainage project the City is doing
- After March 1<sup>st</sup> there will be another construction management contract with Brasfield and Gorrie that will go through September 2023 for the City's ongoing drainage project and the field project which is a shared project with the Board of Education
- Will also need a construction management contract (in the summer) for another elementary school project
- The fee for services for Brasfield and Gorrie is about \$700,000
- The fee for services will need to be discussed when bids are received to figure out how to allocate the service fee

## 6. Agreement with Spire for relocation of their line in conjunction with Field #1 fill project

Sam Gaston-City Manager

- Have been working with utilities for field fill-in project that is already underway below field #1
- Spire stated we could fill-in but their line would need to be relocated
- The money is in the FY2023 budget to relocate Spire's line

Virginia Smith-Council President

- The fill-in project has a lot of moving parts
- There is a \$100 contract with Morris-Shea who will move dirt and rock from Grants Mill and fill-in the ditch by field #1
- They will also cut down trees in ALDOT's right of way and will put the trees in the with the dirt and rock
- Inquired if a parking lot be able to be built on top of trees that are decomposing



Sam Gaston

- The council approved on May 24<sup>th</sup> 2022 a contract with Morris-Shea for this fill-in project
- The Shea's made one minor change to the contract (which was approved by City Attorney-Whit Colvin)
- There is a contract with Building and Earth to do inspections 3 days a week for the next 4 weeks as the ditch is filled in
- Spire will not move their lines until the fill-in project is complete

Virginia Smith

- Inquired if after money is spent, if there was a guarantee that a parking lot could be built

Sam Gaston

- If the decision is made to build a parking lot, then the space will need to be graded and compacted
- It was estimated to cost around \$150,000 to build a parking lot (This would include some retaining walls, compaction, engineering, and paving)

Stewart Welch-Mayor

- For phase 1-the initial plan was to use space as overage and gravel (not pave) the lot

Billy Pritchard-Council President Pro Tempore

- Wants to ensure payment is not sent to Spire until the fill project has been completed

Virginia Smith

- The Spire contract will be on the next session after clarification from Spire on when payment is due

Sam Gaston

- Morris-Shea has been moving dirt/rock for 2 weeks and will continue to do so for 3 more weeks
- Would like for Building and Earth to come and inspect the fill dirt
- The contract for Building and Earth is \$375 (per inspection) 3 times a week for 4 weeks (12 visits)

Virginia Smith

- Item added to the formal agenda (Resolution No. 2022-162)

7. Organizational meeting of the new City Council on November 7<sup>th</sup> (Time?)

- Meeting is scheduled for November 7<sup>th</sup> at 8:00 a.m.
- Judge Hairston will be contacted to administer the oaths

8. 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 adjourned the pre-meeting at approximately 7:04 pm.

**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 regular session of the City Council of the City of Mountain Brook, Alabama held at City Hall, Pre-Council Room (A-106) on October 10, 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.

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City Clerk, Approved by  
City Council October 24, 2022

**MINUTES OF THE REGULAR MEETING OF THE**

**CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK  
OCTOBER 10, 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 7:06 p.m. on the 10<sup>th</sup> day of October, 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. INTRODUCED SPECIAL GUEST-BOY SCOUTS**

Jackson Eatman-Troup 320 out of Mountain Brook Presbyterian Church  
• Present for Communications Merit badge

**2. CONSENT AGENDA**

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

Approval of the minutes of the September 26, 2022, regular meeting of the City Council

<b>2022-151</b>	Authorize the City to enter into an agreement with All In Mountain Brook	Exhibit 1, Appendix 1
<b>2022-152</b>	Authorize the City to enter into an agreement with the Birmingham Zoo	Exhibit 3, Appendix 3
<b>2022-153</b>	Authorize the City to enter into an agreement with the Birmingham Botanical Society	Exhibit 4, Appendix 4
<b>2022-154</b>	Authorize the City to enter into an agreement with Prescott House	Exhibit 5, Appendix 5

<b>2022-155</b>	Establish the employees' and retirees' monthly premiums for medical insurance effective for employee payroll checks dated December 9, 2022, and retiree premiums due on January 1, 2023	Exhibit 6, Appendix 6
<b>2022-156</b>	Authorize a solid waste collection and disposal contract with Cahaba Solid Waste Disposal Authority	Exhibit 7, Appendix 7
<b>2022-157</b>	Amend the City of Mountain Brook Employee Handbook with respect to Authorized use of City Vehicles (Take-Home Vehicles)	Exhibit 8, Appendix 8
<b>2022-158</b>	Execute a Statement of Work Order between the City and Ricoh with respect to the DocuWare On-Premise Upgrade/Migration	Exhibit 9, Appendix 9
<b>2022-159</b>	Accept the proposal submitted by Sain Associates with respect to surveying and engineering services for the sidewalk project on Brookwood Road	Exhibit 10, Appendix 10
<b>2022-160</b>	Create one (1) Police Officer position (Class no. 06031, G17/10) for the Police Department to be filled at the discretion of the City Manager	Exhibit 11, Appendix 11
<b>2022-161</b>	Authorize the agreement for consulting services between the City and Schoel Engineering Company Inc. for consulting services associated with the drainage improvement on Surrey Road and Canterbury Road	Exhibit 12, Appendix 12
<b>2022-162</b>	Accept the proposal submitted by Building and Earth with respect to performing construction materials testing and geotechnical consultation for the Mountain Brook High School Overflow parking	

Thereupon, the foregoing minutes and resolutions (Nos. 2022-151 through 2022-162), 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. 2022-151 through 2022-162) were 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 October 24, 2022, 7:00p.m.

#### 4. EXECUTIVE SESSION AND ADJOURNMENT

There being no further business to come before the City Council, President Pro Tempore Pritchard made a motion that the City Council convene in executive session to discuss potential litigation and that the City Council will not reconvene upon conclusion of the executive session. The City Attorney certified that the subject matters were allowed to be discussed in executive pursuant to Alabama Law. The motion was seconded by Council President Smith. Then, upon the question being put and the roll called, the vote was recorded as follows:

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

Nays: None

President Smith adjourned the meeting at approximately 7:09 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 October 10, 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.

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City Clerk Approved by  
City Council October 24, 2022

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#### EXHIBIT 1 RESOLUTION NO. 2022-151

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that either the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to enter into an agreement with All In Mountain Brook, in the form as attached hereto as Exhibit A, subject to such minor changes as may be determined appropriate by the City Attorney.

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#### APPENDIX 1

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#### EXHIBIT 2 RESOLUTION NO. 2022-152

**RESOLUTION NO. 2022-163**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that either the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to enter into an agreement with the Mountain Brook Chamber of Commerce, in the form as attached hereto as Exhibit A, subject to such minor changes as may be determined appropriate by the City Attorney.

**ADOPTED:** This 24th day of October, 2022.

\_\_\_\_\_  
Council President

**APPROVED:** This 24th day of October, 2022.

\_\_\_\_\_  
Mayor

**CERTIFICATION**

I, Heather Richards, City Clerk for the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on October 24, 2022, as same appears in the minutes of record of said meeting.

\_\_\_\_\_  
City Clerk

**EXHIBIT A**

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**AGREEMENT FOR SERVICES**

This Agreement entered into between the City of Mountain Brook, an Alabama municipal corporation (“City”) and Mountain Brook Chamber of Commerce, an Alabama non-profit corporation (“Chamber”). City and Chamber hereby agree as follows.

1. This Agreement shall be in effect for a period of one year (October 1, 2022 through September 30, 2023).
2. Notwithstanding any other provision of this Agreement, it is agreed that City shall not be liable for any of the debts or obligations incurred by Chamber, nor shall City be deemed or considered a partner, joint venture or otherwise interested in the assets of Chamber, or profits earned or derived by Chamber, nor shall Chamber at any time use the name or credit of City in purchasing, or attempting to purchase, any equipment, supplies or any other materials or services.
3. Chamber, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City, but shall be deemed to be an independent contractor in every respect and shall take all steps, at Chamber’s expense, as City may, from time to time, request to indicate that Chamber is an independent contractor.
4. City shall allow Chamber to include membership application, Chamber information and cover letter to be included with the City’s annual business license renewal mailing.
5. Chamber may not transfer or assign its interest in this Agreement or assign its rights, duties or obligations under this Agreement without the prior written approval of City.
6. City shall not assume any responsibility for the means by which, or the manner in which, services are provided by Chamber.
7. Chamber agrees to comply strictly with all applicable ordinances and laws while performing its obligations under this Agreement.
8. City agrees to pay Chamber an amount not to exceed the sum of \$153,235.00 each year from October 1, 2022 through September 30, 2023 for all services to be performed by Chamber under this Agreement. Said sum shall be paid as follows:

<b>Installment Due Date or Event</b>	
Upon Execution of Agreement.....	\$38,308.75
December 1, 2022.....	\$38,308.75
May 1, 2023.....	\$38,308.75
September 1, 2023.....	\$38,308.75

9. In consideration of the foregoing, Chamber agrees to provide City the following services:

- (a) provide and maintain within the Chamber organization a program for citywide economic development;
- (b) provide a professionally qualified Chamber staff to carry on the functions of Chamber;
- (c) seek, discover and endeavor to attract and promote tourism and commercial development for the benefit and economic improvement of City;
- (d) gather, keep updated, research and distribute information and data to be used as advertisements and presentations for general and specific commercial prospects;
- (e) develop, produce and secure maps, charts, photographs, brochures, briefing facilities, reports, etc., as are necessary and required to promote adequately new and expanding commercial and office development within City;
- (f) for the economic development of City, maintain contact, and cooperate and work closely, with other agencies and organizations with similar purposes such as the Alabama Development Office, industrial development departments of public and private utilities, The Metropolitan Development Board, local, area and regional planning agencies, highway, air and other transportation agencies, organizations and individuals;
- (g) stay familiar with local, state, regional and national trends in economic development; create more and better jobs, for the benefit of City and its citizens, through land control, site development, local and area technical institutions and any and all other sources and aids;
- (h) receive, study and respond to all mail inquires and City referrals which are directly or otherwise sent to City by potential visitors, businesses and professional people, students from all over the United States -and the world, research and survey agencies and outside sources and individuals seeking information about the community, its people, government, history, economic base, institutions, professions, state and federal agencies, schools and educational institutions, housing, job opportunities, legal professions, hospitals, and paramedical services, churches, climatic conditions, laws and statutes, taxes and licenses;
- (i) serve as principal public relations and information agency for City and for all people who are referred to Chamber by City and who come to Chamber's office or otherwise contact Chamber, but would otherwise have to call upon City for the services and information enumerated in the above item;
- (j) welcome individuals and groups deemed by City to be important to City, and assist and help in coordinating ground-breaking ceremonies, openings, -civic presentations and other activities involving City and its officials;
- (k) report semi-annually to the Mountain Brook City Council on activities within City relating to economic development and other important subjects relating to City;
- (l) assist businesses in conjunction with the City Council and assist new and expanding
- (m) businesses, agencies, institutions and people moving to the area; and
- (n) through management and staff of the Chamber, as well as volunteers, to do what is possible to foster and promote the City to create and maintain its good name.

10. In addition to the foregoing services to be provided by Chamber to City:

- (a) Chamber will prepare and coordinate a commercial marketing campaign for the winter 2007 holiday shopping season which shall encompass each of the City's primary commercial areas for the purpose of promoting the shopping in such areas. In connection with the marketing campaign, the Chamber shall solicit and secure funds from various merchants located in the City where such funds



shall be used toward the cost of such advertising.

(b) Chamber will assist in the planning and implementation of at least two major promotional campaigns for each of the three major commercial areas of the City and assist in any other planned and approved minor event for any of the villages or commercial areas of the City. i.e. Highway 280 or Overton Village, which may include but is not limited to advertising, live entertainment, promotional prizes, contest prizes, and refreshments.

(c) Chamber will conduct a yearly membership drive.

(d) Chamber shall continue to aggressively promote, market, and administer the Village Gold Gift Certificate Program along with developing, marketing and administering other phases of the Village Gold Program.

(e) Chamber shall continue to develop its web technology as one of the primary methods of marketing the City, its commercial areas and individual businesses, along with serving as a primary communication tool to the residence and general public.

(f) Chamber will continue to develop a branding image for the organization and its membership to include marketing materials in keeping with the image of the Chamber and the City of Mountain Brook.

In witness whereof, City of Mountain Brook has caused this Agreement to be executed by its duly authorized Mayor and Mountain Brook Chamber of Commerce has caused this Agreement to be executed by its duly authorized corporate officer, on the date or dates beneath their signatures.

**ATTEST:**

**CITY OF MOUNTAIN BROOK**

By \_\_\_\_\_  
Its City Clerk

By \_\_\_\_\_  
Its Mayor

\_\_\_\_\_  
Date of Execution

**ATTEST:**

**MOUNTAIN BROOK  
CHAMBER OF COMMERCE**

By \_\_\_\_\_  
Its Executive Director

By \_\_\_\_\_  
Its President

\_\_\_\_\_  
Date of Execution

**RESOLUTION NO. 2022-164**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that either the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to authorize a Memorandum of Understanding with One Place Metro Alabama Family Justice Center, in the form as attached hereto as Exhibit A, subject to such minor changes as may be determined appropriate by the City Attorney.

**ADOPTED:** This 24th day of October, 2022.

\_\_\_\_\_  
Council President

**APPROVED:** This 24th day of October, 2022.

\_\_\_\_\_  
Mayor

**CERTIFICATION**

I, Heather Richards, City Clerk for the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on October 24, 2022, as same appears in the minutes of record of said meeting.

\_\_\_\_\_  
City Clerk



City of  
Mountain Brook

Heather Richards <[richardsh@mtnbrook.org](mailto:richardsh@mtnbrook.org)>

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## Next Council Agenda

1 message

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**Jay Loggins** <[logginsj@mtnbrook.org](mailto:logginsj@mtnbrook.org)>

Thu, Oct 13, 2022 at 5:15 PM

To: Heather Richards <[richardsh@mtnbrook.org](mailto:richardsh@mtnbrook.org)>

Please place an MOU approval with One Place Metro Alabama Family Justice Center on the agenda. We will be providing them with financial support of \$5000 that is currently in our budget. I have sent the MOU back to them for a revision. I will forward the corrected one to you when I receive it. I am sure that I will have it back by the 24th. Thanks

Sent from my iPhone

## **Memorandum of Understanding (MOU)**

### **The City of Mountain Brook & One Place Metro Alabama Family Justice Center**

Names, Titles, and Contact Information for Primary Points of Contact:

Chief of Police Jaye Loggins  
Mountain Brook Police Department  
101 Tibbett Street  
Mountain Brook, Alabama 35213  
(205) 802-3855  
[logginsj@mtnbrook.org](mailto:logginsj@mtnbrook.org)

Allison L. Dearing  
Executive Director  
One Place Family Justice Center in Birmingham  
3613 6<sup>th</sup> Avenue South  
Birmingham, Alabama 35222  
(205) 453-7261  
[adearing@oneplacebirmingham.com](mailto:adearing@oneplacebirmingham.com)

Time period: October 1<sup>st</sup>, 2022 – September 30<sup>th</sup>, 2023

#### **City of Mountain Brook – Mountain Brook Police Department:**

The mission of the Mountain Brook Police Department is to serve the community by protecting life and property; by preventing crime; by enforcing the law; and by maintaining order while safeguarding Constitutional guarantees for all.

#### **One Place Metro Alabama Family Justice Center (“One Place”):**

One Place Metro Alabama Family Justice Center is a public safety organization committed to reducing the number of fatalities associated with domestic and sexual violence in our region. One Place provides coordinated services to victims and survivors of domestic and sexual violence through a multi-disciplinary team of professionals working together under one roof, including the Jefferson County District Attorney’s Office, local law enforcement agencies, YWCA Central Alabama, and Hispanic Interest Coalition of Alabama.

*In response to City of Mountain Brook financial support, One Place commits the following:*

**Localized Reporting.** One Place accepts for service any residents of Mountain Brook who have experienced domestic or sexual violence, and offers annual localized reporting to help Mountain

Brook officials with an understanding of the scope of need and resources addressing domestic and sexual violence accessed through One Place.

**First Responder Professional Development and Support.** Through trained law enforcement partners onsite, One Place can provide professional development opportunities for the police department and other first responders throughout the year at no additional cost. The focus of the trainings can be aligned with department priorities and in partnership with law enforcement leadership.

**K-12 Annual Professional Development and Student Support.** One Place Director of Hope Initiatives is available to support Mountain Brook Schools students exposed to violence and trauma, in addition to providing professional development for teachers and administrators on the impact of trauma and the science of hope, for students and employees.

The undersigned have reviewed this Memorandum of Understanding and accept it as the basis for the working partnership. By our signatures contained herein, we indicate our approval.

\_\_\_\_\_  
City of Mountain Brook, AL

\_\_\_\_\_  
Date

\_\_\_\_\_  
Allison L. Dearing  
Executive Director, One Place Family Justice Center

\_\_\_\_\_  
Date

**RESOLUTION NO. 2022-165**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby accepts the professional services agreement submitted by Skipper Consulting, Inc., in the form as attached hereto as Exhibit A, with respect to on-call traffic engineering services.

**ADOPTED:** This 24th day of October, 2022.

\_\_\_\_\_  
Council President

**APPROVED:** This 24th day of October, 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 October 24, 2022, as same appears in the minutes of record of said meeting.

\_\_\_\_\_  
City Clerk

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

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

WHEREAS, during the duration of this Agreement, the City Manager for the Client may request in a writing to the Consultant's undersigned representative that it perform general traffic engineering services on small matters or projects affecting the City of Mountain Brook (the "Services" or collectively a "Project");

WHEREAS, the Consultant may commence work on a request for Services after, in writing, it acknowledges the City Manager's request and furnishes Client a scope of work (which will include a schedule) for the work it will perform in response thereto (the "Scope of Work"); and

WHEREAS, the Client and Consultant agree that the Services will be performed according to the terms of this Agreement (which include Exhibit A), the City Manger's written request, and Consultant's Scope of Work, all of which along with the Addendum constitute the entire Agreement concerning the performance of Services hereunder.

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

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

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

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

**3. COMPENSATION/ BILLING/ PAYMENT:** Skipper Consulting Inc. will undertake and perform the work and services as requested by the City on a time and materials basis, including reimbursement of out-of-pocket expenses, according to the labor rate and expense schedule included in Exhibit A. The maximum amount billable under this contract shall be **\$20,000.00**. The duration of the contract shall be for a period not to exceed twenty-four (24) months from the date of execution of the agreement, or until such a time that the maximum amount billable under this agreement has been expended.

The CLIENT will bill for its Services monthly based on the work completed during the billing period. Invoices for uncontested amounts are payable within 30 days from the receipt by the Client, and such payment shall not be contingent or dependent upon any conditions or any action or undertaking of the Client other than those conditions, if any, specifically set forth in this Agreement.

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

#### 4. STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

**CONSULTANT: SKIPPER CONSULTING INC.**

By: \_\_\_\_\_

By: Richard L. Caudle

Printed Name: \_\_\_\_\_

Printed Name: Richard L. Caudle, P.E.

Title: \_\_\_\_\_

Title: Senior Traffic Engineer

Date: \_\_\_\_\_

Date: October 11, 2022

**EXHIBIT "A"**

**Skipper Consulting, Inc.  
Hourly Labor Rates**

<b><u>Classification</u></b>	<b><u>Hourly Rate</u></b>
Clerical	\$ 50.00/hour
Engineering Technician	\$ 80.00/hour
Technician/CADD I	\$ 50.00/hour
Technician/CADD II	\$ 90.00/hour
Traffic Engineer I	\$ 100.00/hour
Traffic Engineer II	\$ 135.00/hour
Traffic Engineer III	\$ 160.00/hour
Senior Traffic Engineer I	\$ 170.00/hour
Sr. Transportation Engineer/Planner	\$ 180.00/hour
Senior Traffic Engineer II	\$ 195.00/hour
Principal	\$ 215.00/hour
 <b><u>Direct Expenses</u></b>	
Mileage	IRS current rate plus 10%
Traffic counts, etc.	cost plus 10%
Misc. Direct Expenses	cost plus 10%

**ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MOUNTAIN BROOK AND SKIPPER CONSULTING, INC. – TRAFFIC ENGINEERING SERVICES (On-Call Traffic Engineering Services)**

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

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

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

- A. “*The City*” refers to and includes the City of Mountain Brook, Alabama, and its constituent departments, boards, and agencies. The City may also be referenced in the Agreement as the “Client.”
- B. “*The (this) Agreement*” refers to the principal contract, agreement, proposal, quotation, or other document that sets forth the basic terms and conditions under which the Contractor is engaged to provide goods, materials, or services to the City, including the payment or other consideration to be provided by the City in exchange therefor.
- C. “*The Contractor*” refers to the person, firm, or other legal entity that enters the Agreement with the City to provide goods, materials, or services to the City, and includes vendors and suppliers providing goods, materials, and services to the City with or without a formal contract as well as the Contractor’s vendors, suppliers, and subcontractors. The Contractor may also be referenced in the Agreement as the “Consultant.”

2. *Dispute Resolution.* If a disagreement, claim, issue or disagreement arises between the parties with respect to the performance of this Agreement or the failure of a Party to perform their respective rights or obligations hereunder (a “Dispute”), the parties will use reasonable efforts to resolve any Dispute at the designated representative level. If the parties are unable to amicably resolve any Dispute at that level, each agree to escalate that matter to senior managers or senior officials for consideration by and potential resolution by them. If the Dispute is not resolved at the senior level, the dispute resolution mechanism shall be litigation in a court with competent jurisdiction that is located in Jefferson County, Alabama.

3. *Attorney's Fees; Court Costs; Litigation Expenses.* The City shall not be liable for attorney's fees, court costs, litigation expenses, and like charges except and to the extent such fees, costs, and charges would be assessed against the City under applicable law in the absence of any contractual provision imposing or assigning liability therefor.

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

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

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

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

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

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

.1 *Comprehensive General Liability:* This insurance shall cover all operations performed by or on behalf of Contractor, and provide coverage for bodily injury and

property damage with a combined single limit of not less than \$500,000 per occurrence.

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

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

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

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

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

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

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

10. *Indemnification for Claims by Third Parties.* The Contractor agrees to defend, indemnify, and hold harmless the City, and its agents, employees and officials (collectively hereinafter the "Indemnitees") from and against all demands, actions, damages, judgments, expenses (including but not limited to attorneys' fees, expert fees, court costs and other litigation costs), losses, damages, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property, or those for financial loss or damages, collectively hereinafter "Claim(s)") that are made against the City by any third parties (including any employee, agent or representative of the Contractor, collectively "Third Parties") to the extent that such Claims are caused or allegedly caused by the negligence of the Consultant in the performance of its Services, its work on the Project described in the Agreement or its failure to perform its obligations in the Agreement.

11. *EXCLUSION OF CONSEQUENTIAL DAMAGES.* THE CONTRACTOR AGREES AND ACKNOWLEDGES THAT, IN THE EVENT THAT IT ASSERTS ANY CLAIM, DEMAND OR ACTION OF ANY TYPE AGAINST THE CITY ARISING FROM ITS ALLEGED BREACH OF THE AGREEMENT OR ITS FAILURE TO PERFORM ANY OF ITS OBLIGATIONS THEREUNDER, THE MAXIMUM AMOUNT THAT THE CONTRACTOR MAY RECOVER FROM THE CITY AS DAMAGES IN ANY SUCH ACTION IS LIMITED TO THE ACTUAL DAMAGES THAT DIRECTLY ARISE FROM THAT BREACH. THE CONTRACTOR FURTHER ACKNOWLEDGES THAT THE COMMERCIAL TERMS HEREIN WERE PROPOSED AND BASED ON THE ASSUMPTION THAT THIS SPECIFIC LIMITATION IS APPLICABLE, AND THAT THE CITY WOULD NOT ENTERED INTO THIS AGREEMENT WITHOUT INCLUDING THIS LIMITATION. IN NO EVENT WILL THE CITY BE LIABLE TO THE CONTRACTOR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR OTHER SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS. NOTHING IN THIS PROVISION IS INTENDED TO IMPACT, MODIFY, AMEND OR LIMIT THE TERMS OR APPLICATION OF THE INDEMNIFICATION PROVISION IN THE PROVISION ABOVE THAT PERTAINS TO CONTRACTOR'S OBLIGATIONS TO INDEMNIFY THE CITY FOR CLAIMS MADE AGAINST THE CITY BY THIRD PARTIES.

**CITY: CITY OF MOUNTAIN BROOK**

**CONTRACTOR: SKIPPER CONSULTING INC.**

By: \_\_\_\_\_

By: Richard L. Caudle

Printed Name: \_\_\_\_\_

Printed Name: Richard L. Caudle, P.E.

Title: \_\_\_\_\_

Title: Senior Traffic Engineer

Date: \_\_\_\_\_

Date: January 11, 2022

**RESOLUTION NO. 2022-166**

**A RESOLUTION AUTHORIZING THE SALE OR DISPOSAL  
OF CERTAIN SURPLUS PROPERTY**

**WHEREAS**, the City of Mountain Brook, Alabama, has certain items of personal property which are no longer needed for public or municipal purposes; and

**WHEREAS**, Section 11-43-56 of the Alabama Code of 1975 authorizes the municipal governing body to dispose of unneeded personal property.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Mountain Brook, as follows:

Section 1. It is hereby established and declared that the following equipment owned by the City of Mountain Brook, Alabama is no longer needed for public or municipal purposes and is hereby declared surplus property:

<b>Item</b>	<b>Manufacturer</b>	<b>Model</b>	<b>Number</b>
3D Printer	N/A	N/A	1
Cubicles	N/A	N/A	2
Icemaker	Scotsman	N/A	1
Mini Fridge	N/A	N/A	1
Microwave	Panasonic	N/A	1

Section 2. That the City Manager, or his designated representative, is hereby authorized and directed to sell said property by way of public Internet auction or to dispose of said items not sold.

**ADOPTED:** This 24th day of October, 2022.

\_\_\_\_\_  
Council President Pro Tempore

**APPROVED:** This 24th day of October, 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 meeting held on October 24, 2022, as same appears in the minutes of record of said meeting.

\_\_\_\_\_  
City Clerk

# Surplus

## 3D Printer – 1

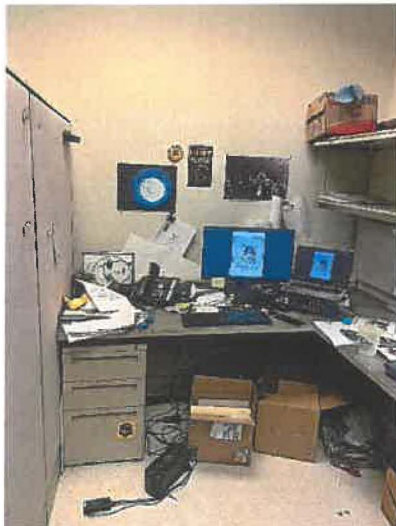
The library does not have a loading deck, and staff are not available to assist with moving/loading.



## Cubicles - 2



The partition 79"l x 29"w x 67"h, the desk is 72 x 24 and another section that is 48 x 24. Only two under the desk file cabinets are included. The library does not have a loading deck, and staff are not available to assist with moving/loading.



Icemaker - 1

33.5" h x 15" w, leaks. The library does not have a loading deck, and staff are not available to assist with moving/loading.



### Mini Fridge - 1

Height: 32.5" Width: 18.5" Depth: 17.5". The library does not have a loading deck, and staff are not available to assist with moving/loading.



### Microwave - 1

