

**MEETING AGENDA
MOUNTAIN BROOK CITY COUNCIL**

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

NOVEMBER 14, 2022, 7 P.M.

As a matter of convenience, members of the public are invited to listen, observe and participate in public meetings by Internet video conference. Presenters and others interested in a particular matter for discussion are encouraged to attend the meeting in-person. The City is not responsible for technical issues that may occur that interfere with the virtual meeting. The City Council, at its sole discretion, may proceed with its in-person business meeting regardless of whether virtual attendees can hear and/or observe the proceedings. The City intends to make the meeting available by way of the Zoom app (re: Meeting ID 801-559-1126, password 11142022).

1. Small Business Proclamation
2. National American Indian Heritage Month Proclamation
3. Inauguration of Lloyd Shelton elected to office of the City Council
4. Mountain Brook Chamber of Commerce Semi-Annual Report
5. Approval of the minutes of the October 24, 2022, regular meeting of the City Council
6. Approval of the minutes of the November 7, 2022, organizational meeting of the City Council and Mountain Brook Emergency Communications (E911) District
7. Consideration: Resolution authorizing the sale or disposal of certain surplus property.
8. Consideration: Resolution authorizing the agreement for consulting services with Schoel Engineering Inc. with respect to the Lorena Lane and Fairmont Drive area drainage improvements
9. Consideration: Resolution awarding the bid for the janitorial services contract for the O'Neal Library to Hills Janitorial Services
10. Comments from residents and attendees
11. Announcement: The next regular meeting of the City Council is November 28, 2022 at 7:00 p.m.
12. Adjourn

PROCLAMATION

WHEREAS, the government of Mountain Brook, celebrates our local small businesses and the contributions they make to our local economy and community; and

WHEREAS, according to the United States Small Business Administration, there are 32.5 million small businesses in the United States, small businesses represent 99.7% of firms with paid employees, small businesses are responsible for 62% of net new jobs created since 1995, and small businesses employ 46.8% of the employees in the private sector in the United States; and

WHEREAS, 79% of consumers understand the importance of supporting the small businesses in their community on Small Business Saturday®, 70% report the day makes them want to encourage others to Shop Small®, independently-owned retailers, and 66% report that the day makes them want to Shop Small all year long; and

WHEREAS, 58% of shoppers reported they shopped online with a small business and 54% reported they dined or ordered takeout from a small restaurant, bar, or café on Small Business Saturday in 2021; and

WHEREAS, Mountain Brook supports our local businesses that create jobs, boost our local economy, and preserve our communities; and

WHEREAS, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

NOW, THEREFORE, I, Stewart H. Welch III, Mayor of Mountain Brook, Alabama do hereby proclaim, November 26, 2022, as

“SMALL BUSINESS SATURDA”

and urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Mountain Brook to be affixed the 14th day of November of the year of our Lord 2022 and of the Independence of the United States of America, the 246th.

Stewart H. Welch III, Mayor

LET'S GO SHOP SMALL[®]

ON SMALL BUSINESS SATURDAY[®]



WHAT IS SMALL BUSINESS SATURDAY[®]?

Since its inception in 2010, Small Business Saturday, proudly backed by American Express, has illuminated the significance of supporting small, independently owned businesses across the country. Falling between Black Friday and Cyber Monday, it's a day dedicated to supporting the diverse range of local businesses that help create jobs, boost the economy, and keep communities thriving across the country.

WHY SUPPORT SMALL BUSINESS SATURDAY?

- Demonstrates a conscious commitment to the communities in which we live.
- Creates goodwill within the communities.
- When we support small businesses, we help create jobs and local communities preserve their unique culture.

2021 SMALL BUSINESS SATURDAY FACTS:

- In 2021, U.S. consumers reported spending a record high total of an estimated \$23.3 billion at independent retailers and restaurants on Small Business Saturday.¹
- Elected officials in all 50 states, Washington, D.C., Puerto Rico, and other U.S. territories championed Small Business Saturday.
- Over 700 local governments issued proclamations in support of Small Business Saturday covering all 50 states and Washington, D.C.
- American Express enlisted the support of nearly 100 large companies, known as Corporate Supporters, to help drive excitement for and promote Small Business Saturday.
- The Small Business Saturday Coalition, comprised of national, state and local associations that help coordinate activities for Small Business Saturday with small business owners and consumers, had over 300 organizations help spread the Shop Small[®] message.

¹ The American Express 2021 Small Business Saturday Consumer Insights Survey was conducted by Teneo on behalf of American Express. The study is a nationally representative sample of 2,426 U.S. adults 18 years of age or older. The sample was collected using an email invitation and an online survey. The study gathered self-reported data and does not reflect actual receipts or sales. It was conducted anonymously on November 28, 2021. The survey has an overall margin of error of +/- 2.0%, at the 95% level of confidence. Projections are based on the current U.S. Census estimates of the U.S. adult population, age 18 years and over.

LET'S GO SHOP SMALL[®]

ON SMALL BUSINESS SATURDAY[®]



- According to the 2021 Small Business Saturday Consumer Insights Survey, a majority (79%) of consumers understood the importance of supporting the small businesses in their community on Small Business Saturday in 2021 and 66% reported that the day makes them want to Shop Small all year long.²

JOIN THE COALITION:

Building on the success of previous years, the Coalition of supporters are more committed than ever. This includes support from advocacy organizations that join the initiative to motivate constituents through incentives and offers to not only Shop Small on November 26, 2022 but Shop Small all year long.

The coalition will be led by Women Impacting Public Policy, a business advocacy organization representing small businesses. [Join Us!](#)

Contact Info:

Small Business Saturday Program

Women Impacting Public Policy

Phone: (415) 434-4314 | Email: sbscoalition@wipp.org

²The American Express 2021 Small Business Saturday Consumer Insights Survey was conducted by Teneo on behalf of American Express. The study is a nationally representative sample of 2,426 U.S. adults 18 years of age or older. The sample was collected using an email invitation and an online survey. The study gathered self-reported data and does not reflect actual receipts or sales. It was conducted anonymously on November 28, 2021. The survey has an overall margin of error of +/- 2.0%, at the 95% level of confidence. Projections are based on the current U.S. Census estimates of the U.S. adult population, age 18 years and over.

Dear Mayor Welch,

** I am resending this proclamation request to you because I have not heard back on whether or not you would like to participate this year. **If you've already signed a proclamation, please do email me a signature copy so Mountain Brook can be listed as a supporting community on the Shop Small website. Thank you!***

Women Impacting Public Policy (WIPP) and the Small Business Saturday Coalition are asking to please consider renewing mayoral support for Small Business Saturday®, the national effort to drive consumers to shop at local independently owned businesses on the Saturday after Thanksgiving, November 26, 2022.

Specifically, we request that your office issue a 2022 proclamation promoting Small Business Saturday in Mountain Brook. As a supporting community, you will be listed on the ShopSmall.com website.

We invite you to join in demonstrating your commitment to the small business constituents you serve. Falling between Black Friday and Cyber Monday, Small Business Saturday is essential to the preservation of the neighborhoods that compose the landscape of your local economy and enrich its unique culture. Small businesses need our help encouraging our communities to support small businesses during the holidays and beyond.

I have attached a Small Business Saturday [overview](#) and [sample proclamation](#) you can use to further amplify your support of small businesses in Mountain Brook.

In 2021 700+ mayors and local officials joined together to support Small Business Saturday. Below are some [highlights from last year](#):

- U.S. shoppers who shopped at independent retailers and restaurants on Small Business Saturday reported spending a record high total of an estimated \$23.3 billion.
- 79% of consumers understood the importance of supporting small businesses in their community on Small Business Saturday and 66% reported that the day makes them want to Shop Small all year long.
- 58% of Small Business Saturday shoppers reported they shopped online with a small business on the day, an increase from 56% in 2020 and 43% in 2019.

If you would like additional information about Small Business Saturday and the Shop Small movement, please visit www.ShopSmall.com or do not hesitate to contact me at (415) 434-4314 or pwoo@wipp.org.

As soon as we receive your reply and a copy of your signed proclamation, we will add you to the list of Small Business Saturday 2022 supporters. Please note we must receive a copy of your signed proclamation via email or mail by November 17, 2022, for posting on the Shop Small website.

Thank you for your consideration,
Pam

Pam Woo, Small Business Saturday Coalition
Women Impacting Public Policy (WIPP)
PO Box 31279, San Francisco, CA 94131
Phone: (415) 434-4314 — Fax: (415) 434-4331
PWoo@WIPP.org — www.WIPP.org — www.ShopSmall.com

<https://www.wipp.org/resource/resmgr/sbs22/SBS2022FactSheet.pdf>

<https://www.wipp.org/resource/resmgr/sbs22/SBS2022ProclamationSample.docx>

PROCLAMATION

Whereas, the history and culture of our great nation have been significantly influenced by American Indians and indigenous peoples; and

Whereas, the contributions of American Indians have enhanced the freedom, prosperity, and greatness of America today; and

Whereas, their customs and traditions are respected and celebrated as part of a rich legacy throughout the United States; and

Whereas, Native American Awareness Week began in 1976 and recognition was expanded by Congress and approved by President George Bush in August 1990, designating the month of November, as National American Indian Heritage Month; and

Whereas, in honor of National American Indian Heritage Month, community celebrations as well as numerous cultural, artistic, educational, and historical activities have been planned;

Now, Therefore, I, Stewart H. Welch III, Mayor of the City of Mountain Brook, Alabama do hereby proclaim, November, 2022, as:

“NATIONAL AMERICAN INDIAN HERITAGE MONTH”

and urge the residents of our community, and communities across the country, to observe this month with the appropriate programs, ceremonies and activities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Mountain Brook to be affixed the 14th day of November of the year of our Lord 2022 and of the Independence of the United States of America, the 246th.

Stewart H. Welch III, Mayor

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
OCTOBER 24, 2022**

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

The City Council of the City of Mountain Brook, Alabama met informally in-person at 6:15 p.m. on the 24th 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: William S. Pritchard III, Council President Pro Tempore
Alice B. Womack
Gerald A. Garner
Lloyd C. Shelton
Stewart Welch III, Mayor

Absent: Virginia C. Smith

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

1. AGENDA

1. Property at 341 Overbrook Road

Glen Merchant-Building Official

- This property has been abandoned for several years
- There is a current owner, which the City Attorneys are working on letter for proper engagement with the owners for a public hearing
- There will be a public hearing soon regarding abating the weeds and grass
- The taxes are current on the property and the shell of the house and roof is in great shape

Benjamin Webster-321Overbrook Road

- Construction stopped in 2020 at that property
- The problem is people wandering up to look at the property

Whit Colvin-City Attorney

- Options: make sure proper notice is given, then a public hearing will be had, then the city can proceed with cutting the grass (if owner fails to do so)

2. Update on Amwaste garbage/recycling/trash services

Rick Sweeney-Amwaste

- Provided information of the first three weeks of service (Appendix 1)
- Have received positive feedback from multiple residents regarding the transition
- Services started October 1st
- Have had missed pickups, but the missed pickups have reduced

- The backdoor service is an elective service and within the first week of service had additional 370 requests for this service-which may have accounted for the missed services within the first week
- Will be hiring operational administrative support person to assist with missed services which will allow them to respond quicker
- They are aware of their issues and they are working on correcting them

Lloyd Shelton-Council Member

- Would like to have a follow-up with Amwaste again before the end of the year

Gerald Garner-Council Member

- Has faith and confidence in Amwaste that the problems will be resolved

Billy Pritchard-Council President Pro Tempore

- Thanked Amwaste for the report and their attention to detail

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

Sam Gaston-City Manager

- Spire agreed that payment is not required until they relocate their line

Billy Pritchard-Council President Pro Tempore

- Item added to the formal agenda (Resolution No. 2022-167)

4. Board of Zoning Adjustment (BZA) appointment

Tyler Slaten-Senior Planner

- Scott Boohmhover was unanimously recommended by the BZA board

Billy Pritchard-Council President Pro Tempore

- Item added to the formal agenda (Resolution No. 2022-168)

5. Facilities Maintenance agreement for city buildings

Steve Boone-Assistant City Manager/Finance Director

- In August at the budget planning session, the idea of hiring a facilities maintenance manager was introduced
- It was suggested to contract that service
- Lemoine presented a proposal that is for 6 months with an hourly fee based on the level of expertise
- Two components: 1.) Inspections and 2.) assist staff with repair items
- This would be for all of Mountain Brook facilities (Library, Public Works, Fire Stations, City Hall, Police, Parks and Recreation)

Billy Pritchard-Council President Pro Tempore

- Item added to the formal agenda (Resolution No. 2022-169)

6. Conditional Use approval for Rougaroux for a rear patio use located at 2716 Culver Road in Mountain Brook Village

Chris Mullins-Fire Chief

- Proposal to council to is take the Right of Way behind buildings (in the alley) and stripe them off as a fire lane
- This would let people know where they cannot park
- Inside the Right of Way is the only place they can maintain 20 feet
- The Public Works department could do the striping of the Right of Way
- The alley will need to be enforced 24/7 to ensure there is not illegal parking in the alley

Billy Pritchard-Council President Pro Tempore

- Inquired if the fire department had any issues with the walk-up take-out window

Chris Mullins

- Only concern is safety-would need some type of bollard to protect pedestrians
- There is enough width and would not interfere with their access

Lloyd Shelton-Council Member

- Stated there were concerns regarding the sagging power lines

Chris Mullins

- When the patio is built, it will have to be brought up to code which will resolve the sagging power lines issue

Whit Colvin-City Attorney

- Will need the revised plan for the patio

Phillip Dore

- Stated he is paying taxes on 2,680 square feet but the building is 2,480.
- 200 square feet is missing-which they assumed was on the back of the building which is where they have been parking

Billy Pritchard

- Suggested he show his records to a surveyor to locate the missing 200 square feet

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

2. EXECUTIVE SESSION AND ADJOURNMENT

Council President Pro Tempore made a motion that the City Council convene in executive session to discuss a potential litigation matter and that the City Council shall reconvene at approximately 7 p.m. upon conclusion of the executive session. The City Attorney certified that the subject matters were allowed to be discussed in executive pursuant to Alabama Law. The motion was seconded by Council Member Shelton. Then, upon the question being put and the roll called, the vote was recorded as follows:

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

Nays: None

There being no further matters for discussion Council President Pro Tempore Pritchard adjourned the pre-meeting at approximately 6:55 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 24, 2022, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that no formal action or votes were conducted at said work session.

City Clerk, Approved by
City Council November 14, 2022

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
OCTOBER 24, 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 7:00 p.m. on the 24th 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: 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

Billy Pritchard-Council President Pro Tempore

- Thanked Council Member Alice Womack for her service on the Council

Alice Womack-Council Member

- She has enjoyed her time serving on the Council and will miss all of the people

1. PRESENTATION OF RESOLUTION TO DR. RICHARD (DICKY) BARLOW

Billy Pritchard

- Presented Dr. Richard (Dicky) Barlow with the Resolution No. 2022-170 recognizing Dr. Barlow for being selected for the prestigious honor of the 2023 Alabama Superintendent of the Year.

2. MOUNTAIN BROOK SCHOOL SECURITY UPDATE

Amanda Hood-Mountain Brook School System

- Overall approach to school safety is to balance learning with safety-Want kids to feel safe
- Three prongs regarding safety:
 - 1) Prevention- Have SRO in every school, police and fire have 24/7 access to all of the schools, provide for families in need, have researched based threat and suicide protocols
 - 2) Facilities and Support-Visitor access systems that control access into the building, video surveillance systems, and High School access control
 - 3) Training-Every facility took part in an off-site training, created parent video, have annual safety training and monthly drills

3. ALL-IN MOUNTAIN BROOK COMMITTEE UPDATES

Dale Wisley-All-In Executive Director

- The purpose of All-In is to enhance and protect the lives of the youth
- In 2014, a re-organization began that broaden the scope of the organization
- Focus on mental health issues, substance abuse and preventable accidents
- Thanked the Council for their support

Becky Holt-All-In Mountain Brook

- Have small group programs titled: Last year at home, First year away, Parenting the teenage driver, and an ADHD 3 part series
- Podcasts on ins and out of All-In Mountain brook and Facts about Fentanyl
- High School Student Conference is November 1st held at the High School
- The Parenting Conference is November 15th held at the High School

4. ONE PLACE METRO ALABAMA FAMILY SERVICES

Tony Lee-Board member of One Place

- Thanked the Council for their support
- Sexual violence and domestic violence is complex community issues that requires complex solutions
- This is done through partnerships
- One Place is grateful to partner with Mountain Brook to bring resources, training, and education
- One Place provides direct service for survivors of domestic violence and sexual violence in a one place under one roof

5. CONSENT AGENDA

Council President Pro Tempore 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 October 10, 2022, regular meeting of the City Council

2022-163	Authorize the City to enter into an agreement with the Mountain Brook Chamber of Commerce	Exhibit 1, Appendix 1
2022-164	Authorize a Memorandum of Understanding with One Place Metro Alabama Family Justice Center	Exhibit 2, Appendix 2
2022-165	Accept the professional service agreement with Skipper Consulting, Inc with respect to on-call engineering services	Exhibit 3, Appendix 3
2022-166	Authorize the sale or disposal of certain surplus property (Library)	Exhibit 4, Appendix 4
2022-167	Execute a Facility Relocation and Adjustment Agreement with Spire Alabama Inc. with respect to relocation of existing Spire Alabama Inc. Facilities (Field #1 fill-in project)	Exhibit 5, Appendix 5
2022-168	Re-appoint Scott Boomhover to the Board of Zoning Adjustment to serve without compensation through October 24, 2025	Exhibit 6, Appendix 6

- | | | |
|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| 2022-169 | Accept the proposal submitted by Lemoine Program Services with respect to facilities management consulting and maintenance for the Mountain Brook facilities | Exhibit 7 |
| 2022-170 | Recognize Dr. Richard (Dicky) Barlow for being selected for the 2023 Alabama Superintendent of the Year and thank Dr. Barlow for his leadership and commitment to the Mountain Brook Schools | Exhibit 8,
Appendix 7 |

Thereupon, the foregoing minutes and resolutions (Nos. 2022-163 through 2022-168), were introduced by Council President Pro Tempore Pritchard 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: William S. Pritchard III, Council President Pro Tempore
Alice B. Womack
Gerald A. Garner
Lloyd C. Shelton

Nays: None

Abstained: None

Council President Pro Tempore Pritchard thereupon declared that said minutes and resolutions (Nos. 2022-163 through 2022-170) were adopted by a vote of 4—0 and as evidence thereof she signed the same.

6. ANNOUNCEMENT

Council President Pro Tempore announced the next [organizational] meeting of the City Council is November 7, 2022, at 8:00 a.m. in the Council Chamber of City Hall

7. ANNOUNCEMENT

Council President Pro Tempore announced the next regular meeting of the City Council is November 14, 2022, 7:00p.m.

8. ADJOURNMENT

There being no further business to come before the City Council, President Pro Tempore Pritchard adjourned the meeting at approximately 7:28 p.m.

9. 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 24, 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.

**MINUTES OF THE ORGANIZATIONAL MEETING AND
MOUNTAIN BROOK EMERGENCY COMMUNICATIONS (E911) DISTRICT
OF THE CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA
NOVEMBER 7, 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 special public session to conduct its organizational meeting as required by the laws of the State of Alabama in the City Hall Council Chambers (Room A108) of the City of Mountain Brook on Monday, the 7th day of November 2022, at 8:00 a.m.

The meeting was called to order by the Council Member Virginia Smith and the roll was called with the following results:

Present: Virginia C. Smith
William S. ("Billy") Pritchard III
Gerald A. Garner
Graham L. Smith
Stewart H. Welch III

Absent: Lloyd C. Shelton

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

1. INTRODUCTION OF K. C. HAIRSTON

City Manager Sam Gaston introduced Mountain Brook Municipal Court Judge K. C. Hairston who will administer the oaths of office.

Judge Hairston then administered the oaths of office to Council members William "Billy" Pritchard and Graham Smith (Appendix 1) who then assumed their respective roles on the City Council.

2. ELECTION OF OFFICERS

Council member Pritchard made a motion that Council member Virginia Smith be appointed City Council President. The motion was seconded by Council member Graham Smith. Thereupon, Council member Smith called for vote with the following results:

Ayes: Virginia C. Smith
Gerald A. Garner
William S. ("Billy") Pritchard III
Graham L. Smith

Nays: None

Council President Virginia Smith declared that the motion is hereby adopted by a vote of 4—0.

Council President Virginia Smith then made a motion that Council member Pritchard be appointed City Council President Pro Tempore. The motion was seconded by Council member Garner. Thereupon, Council President Virginia Smith called for vote with the following results:

Ayes: Virginia C. Smith
William S. ("Billy") Pritchard III
Gerald A. Garner
Graham L. Smith

Nays: None

Council President Virginia Smith declared that the motion is hereby adopted by a vote of 4—0.

3. CONSENT AGENDA

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

2022-173	Adopt of the rules of order and procedure	Exhibit 1
2022-174	Appoint the City Attorney(s) (Bishop, Colvin, Johnson & Kent and Starnes, Davis & Florie, LLP)	Exhibit 2
2022-175 Motion	Motion appointing Council representatives to the: <ul style="list-style-type: none"> • Planning Commission (voting member)-Philip E. Black (Council representative) • Board of Zoning Adjustment (liaison)-Virginia C. Smith • Parks and Recreation Board (liaison)-Gerald A. Garner • O'Neal Library Board (liaison)-Lloyd C. Shelton • Board of Education (liaison)-William S. Pritchard III • Finance Committee (voting member)-Lloyd Shelton/Stewart Welch • Villages Design Review Committee (liaison)-Graham L. Smith • Editorial Board-William S. Pritchard III/Virginia C. Smith • Board of Landscape Design (liaison)-Virginia C. Smith • Chamber of Commerce (liaison)-Graham L. Smith • Parking Committee-All Council Members • Municipal judges-Stewart Welch III • Public safety departments-Stewart Welch III • All In Committee (voting member)-William S. Pritchard III 	Exhibit 3
2020-176	Appoint the members of the Mountain Brook City Council as the Board of Commissioners of the Mountain Brook Emergency Communication District and nomination of the Chairman (Virginia C. Smith) of the Emergency Communication District Board	Exhibit 4
2020-177	Reaffirm the prior removal (Resolution No. 2015-142) of all elected officials of the City of Mountain Brook from the covered employee classification with respect to the City's Local Government Health Insurance Plan (LGHIP)	Exhibit 5

Thereupon, the foregoing motion and resolutions were introduced by Council President Virginia Smith and a motion for their immediate adoption was made by Council President Pro Tempore Pritchard. The motion and resolutions were then considered by the City Council. Council member Graham Smith seconded the motion to adopt the foregoing motion and resolutions. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Virginia C. Smith
William S. ("Billy") Pritchard III
Gerald A. Garner
Graham L. Smith

Nays: None

Council President Smith thereupon declared that said motion (No. 2022-175) and resolutions (Nos. 2022-173, 174, 176 and 177) are adopted by a vote of 4—0 and as evidence thereof she signed the same.

4. CONSIDERATION: RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE E911 DISTRICT ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023 (EXHIBIT 6)

Council President Pro Tempore Pritchard made a motion adopt the budget for the fiscal year beginning on October 1, 2022 and ending September 30, 2023 of the Board of Commissioners of the E911. The motion was seconded by Council member Graham Smith. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia C. Smith
Gerald A. Garner
William S. ("Billy") Pritchard III
Graham L. Smith

Nays: None

Council President Virginia Smith declared that the motion is hereby adopted by a vote of 4—0.

5. CONSIDERATION: RESOLUTION AWARDING THE BID TO JD MORRIS CONSTRUCTION CO. INC. FOR THE MOUNTAIN BROOK JUNIOR HIGH DRAINAGE IMPROVEMENTS PROJECT (EXHIBIT 7)

Council President Pro Tempore Pritchard made a motion award the bid to JD Morris Construction Co. Inc. for the Mountain Brook Junior High Drainage Improvements Project. The motion was seconded by Council President Virginia Smith. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia C. Smith
Gerald A. Garner
William S. ("Billy") Pritchard III
Graham L. Smith

Nays: None

Council President Virginia Smith declared that the motion is hereby adopted by a vote of 4—0.

6. CONSIDERATION: ORDINANCE (NO. 2133) APPOINTING THE CITY MANAGER (EXHIBIT 8)

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

Ayes: Virginia C. Smith
William S. ("Billy") Pritchard III
Gerald A. Garner
Graham L. Smith

Nays: None

Council President Virginia Smith declared the motion carried by a vote of 4—0.

After said ordinance had been considered in full by the Council, President Pro Tempore Pritchard then moved for the adoption of said ordinance. The motion was seconded by Council President Virginia Smith. Thereupon, Council President Virginia Smith called for vote with the following results:

Ayes: Virginia C. Smith
William S. ("Billy") Pritchard III
Gerald A. Garner
Graham L. Smith

Nays: None

Council President Virginia Smith declared that the ordinance (No. 2133) is hereby adopted by a vote of 4—0 and, as evidence thereof, she signed the same.

7. CONSIDERATION: ORDINANCE (NO. 2134) APPOINTING THE CITY CLERK (EXHIBIT 9)

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

Ayes: Virginia C. Smith
William S. ("Billy") Pritchard III
Gerald A. Garner
Graham L. Smith

Nays: None

Council President Virginia Smith declared the motion carried by a vote of 4—0.

After said ordinance had been considered in full by the Council President Pro Tempore Pritchard then moved for the adoption of said ordinance. The motion was seconded by Council President Smith. Thereupon, Council President Virginia Smith called for vote with the following results:

Ayes: Virginia C. Smith
William S. ("Billy") Pritchard III
Gerald A. Garner
Graham L. Smith

Nays: None

Council President Virginia Smith declared that the ordinance (No. 2134) is hereby adopted by a vote of 4—0 and, as evidence thereof, she signed the same.

8. CONSIDERATION: ORDINANCE (NO. 2135) APPOINTING THE CITY TREASURER (EXHIBIT 10)

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

Ayes: Virginia C. Smith
William S. ("Billy") Pritchard III
Gerald A. Garner
Graham L. Smith

Nays: None

Council President Smith declared the motion carried by a vote of 4—0.

After said ordinance had been considered in full by the Council President Pro Tempore Pritchard then moved for the adoption of said ordinance. The motion was seconded by Council Member Graham Smith. Thereupon, Council President Virginia Smith called for vote with the following results:

Ayes: Virginia C. Smith
William S. ("Billy") Pritchard III
Gerald A. Garner
Graham L. Smith

Nays: None

Council President Virginia Smith declared that the ordinance (No. 2135) is hereby adopted by a vote of 4—0 and, as evidence thereof, she signed the same.

9. CONSIDERATION: ORDINANCE (NO. 2136) APPOINTING THE ASSISTANT CITY TREASURER (EXHIBIT 11)

Council President Virginia Smith introduced the ordinance in writing. It was then moved by Council President Pro Tempore Prichard that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended and that unanimous consent to the immediate consideration of said ordinance be given and that the reading of the ordinance at length be waived. The motion

was seconded by Council President Virginia Smith and was unanimously carried, as follows:

Ayes: Virginia C. Smith
William S. ("Billy") Pritchard III
Gerald A. Garner
Graham L. Smith

Nays: None

Council President Virginia Smith declared the motion carried by a vote of 4—0.

After said ordinance had been considered in full by the Council President Pro Tempore Pritchard then moved for the adoption of said ordinance. The motion was seconded by Council President Virginia Smith. Thereupon, Council President Virginia Smith called for vote with the following results:

Ayes: Virginia C. Smith
William S. ("Billy") Pritchard III
Gerald A. Garner
Graham L. Smith

Nays: None

Council President Virginia Smith declared that the ordinance (No. 2136) is hereby adopted by a vote of 4—0 and, as evidence thereof, she signed the same.

10. INAUGURATION OF THE AFOREMENTIONED OFFICERS

Judge Hairston then administered the oaths of office to Sam Gaston, Heather Richards, and Leigh Ann Sisson (Appendix 2), who then assumed their respective duties as officers of the City of Mountain Brook.

11. CONSIDERATION: RESOLUTION EXECUTING A CONTRACT AGREEMENT WITH THE FRIENDS OF JEMISON PARK WITH RESPECT TO THE JEMISON PARK (IRONDALE FURNACE TRAIL) IMPROVEMENT PROJECT (EXHIBIT 12, APPENDIX 3)

Nimrod Long-Representing the Friends of Jemison Park

- Had great success in raising money
- Goal is to match the City's money 1:1
- The request before the Council is to complete the smaller projects on the Irondale Furnace Trail and Woodland Trail

Shanda Williams-Parks and Recreation Superintendent

- In favor of the two projects

Steward Welch-Mayor

- Thanked Mr. Long and the Friends of Jemison Park for raising money for this project

Council President Pro Tempore Pritchard made a motion to execute the contract agreement with the Friends of Jemison Park with respect to the Jemison Park (Irondale Furnace Trail) Improvement Project. The motion was seconded by Council President Virginia Smith. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia C. Smith
Gerald A. Garner
William S. ("Billy") Pritchard III
Graham L. Smith

Nays: None

Council President Virginia Smith declared that the motion is hereby adopted by a vote of 4—0.

12. CONSIDERATION: RESOLUTION EXECUTING A CONTRACT AGREEMENT WITH THE FRIENDS OF JEMISON PARK WITH RESPECT TO THE JEMISON PARK (WOODLAND TRAIL) IMPROVEMENT PROJECT (EXHIBIT 13, APPENDIX 4)

Council Member Garner made a motion to execute the contract agreement with the Friends of Jemison Park with respect to the Jemison Park (Woodland Trail Trial) Improvement Project. The motion was seconded by Council Member Graham Smith. Thereupon, Council President Virginia Smith called for vote with the following results:

Ayes: Virginia C. Smith
Gerald A. Garner
William S. ("Billy") Pritchard III
Graham L. Smith

Nays: None

Council President Virginia Smith declared that the motion is hereby adopted by a vote of 4—0.

13. ANNOUNCEMENT: THE NEXT MEETING OF THE CITY COUNCIL

Council President Virginia Smith announced that the next meeting of the Mountain Brook City Council will be held on November 14, 2022 at 7:00 p.m.

14. ADJOURNMENT

There being no further matters for discussion Council President Virginia Smith adjourned the Organizational Meeting at approximately 8:19 am.

15. CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the organizational meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Council Chamber (Room A-108) on November 7, 2022, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that a quorum was present.

City Clerk Approved by
City Council November 14, 2022

RESOLUTION NO. 2022-183

**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:

Item	Manufacturer	Model	Number
Mat rest cart	N/A	N/A	1
Yellow mat 49 ½"x24"	N/A	N/A	9
Purple mat 49 ½"x24"	N/A	N/A	4
Purple mat 31 ½"x20 ½"	N/A	N/A	14

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 14th day of November, 2022.

Council President Pro Tempore

APPROVED: This 14th day of November, 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 November 14, 2022, as same appears in the minutes of record of said meeting.

City Clerk

Surplus

Mats and cart –

- 1 metal rest mat cart 50" x 24"
- 9 yellow rest mats 49 1/2" x 24"
- 4 Purple rest mats 49 1/2" x 24"
- 14 purple mats 31 1/2" x 20 1/2"

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



Bunn Coffee Maker – 1

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



RESOLUTION NO. 2022-184

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorize the agreement for consulting services between the City and Schoel Engineering Company, Inc., in the form attached hereto as Exhibit A, for consulting services associated with Lorena Lane and Fairmont Drive Area drainage improvements design and preparation of construction documents.

ADOPTED: This 14th day of November, 2022.

Council President

APPROVED: This 14th day of November, 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 November 14, 2022, as same appears in the minutes or record of said meeting.

City Clerk



Lorena Lane/Fairmont

Preliminary Drainage Plan

October 20, 2022

The plan involves first improving the drainage conditions at northern Fairmont. A concrete swale/flume is proposed to direct stormwater from eastern Fairmont down Lorena such that it will not enter the alley drainage system. In addition, two new inlets and a new 18" pipe are proposed to collect the water along Lorena and convey it to the alley and not allow it to run down the adjacent driveway and bypass the alley system.

Next the plan proposes intercepting the drainage coming from the existing rip-rap flume in the unopened alley between Lorena and Fairmont with an inlet or headwall and directing the stormwater south down the unopened alley in an 18" pipe to a point where the alley turns ninety degrees and thence runs east-west. The drainage would then be directed west in the un-opened alley to Fairmont. The pipe would then turn to the south and run some 206 feet to a point below Braddock where it would tie to an existing inlet.

Established 1888

SCHOEL ENGINEERING COMPANY, INC.
1001 22nd Street South | Birmingham, AL 35205
P 205-323-6166 | F 205-323-2252 | schoel.com

Agreement for Consulting Services

Lorena Lane/Fairmont et Area Drainage Improvements Design and Preparation of Construction Documents

November 08, 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 Consulting Services associated with the drainage improvements in the vicinity of Lorena lane in Mountain Brook, Alabama. These improvements will be based on the recommendations and preliminary design of drainage improvements previously performed and presented to the City.

PROJECT OVERVIEW

There has periodic and serious flooding in the rear of residences fronting on Lorena Lane. A preliminary design suggestion has been developed to mitigate the flooding. In this work, Final Design and the preparation of Construction Documents will be performed based on the preliminary design.

PROPOSED SCOPE & SERVICES

1. Required Topographic and Boundary Surveying of Certain Items

The Consultant would field survey certain items which were identified as being needed to be located in the preliminary study. This includes locations in Fairmont Lane and in the east-west alley. The detailed scope is as follows:

- Walk site with Survey Crew to identify needed locations
- Field surveying of additional information
- Tie to lot boundaries in study area
- Process data and add to survey base map

Lump Sum Fee \$ 10,400

2. Final Design and Preparation of Construction Documents

The Consultant would prepare final design and Construction Documents of the Lorena Lane drainage improvements as identified in the study phase. The detailed scope is as follows:

- Coordinate as required with Client
- Meet with affected neighbors on plans
- Develop final design of proposed drainage improvements
- Preparation of Final Construction Plans, Including:
 - o Cover Sheet
 - o Layout Plan of drainage improvements
 - o Profile of proposed storm line
 - o Demolition plan (if required)
 - o Design Details
- Preparation of technical specifications

Lump Sum Fee \$ 17,500

3. Assistance with bidding and Contractor Selection

The Consultant would assist the Client with contractor selection. This work would include assisting the City with the preparation of Bid Documents, attending pre-bid conference, answering contractor questions, and assisting the City in the review of the bids. The Detailed Scope is as follows:

- Assist in the selection of the Contractor
- Attend pre-bid conference
- Address questions posed by selected Contractor, issue clarifications if required
- Assist client with contract preparation and coordinate Client/Contractor administration

Lump Sum Fee \$3,800

4. Construction Administration

The Consultant will perform Construction Review to evaluate the Contractor's general conformance with plans and specifications. The Consultant will review Shop Drawings, and work with the Contractor and Client in solving any minor construction related problems that may arise. The Consultant will review and approve pay request and assist with project closeout. The detailed scope is as follows:

- Review of shop drawings
- Construction observation to be performed on an as-needed basis and at the direction of the Client
- Minor construction-related revisions – Revisions required as a result of field conditions or as agreed upon by the Client

Lump Sum Fee \$ 3,500

NOT INCLUDED IN SCOPE OF WORK

1. Structural engineering
2. Design or modification to public sanitary sewers (if required, this would be added to scope and a new fee developed)
3. Full Construction Engineering and Inspection (CEI), not assumed to be required
4. Construction surveying
5. Major revisions
6. Stormwater permitting with ADEM (not required)
7. Design or study of downstream improvements
8. Negotiations with property owners for easement rights (not believed to be required)

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	\$ 325.00 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 plus 15% and are not included in the fee basis described above. Lodging and Meals and Incidentals (M&IE) will be billed according to government Services Administration (GSA) rates. Sub-consultant invoices will be billed to the client at a rate of 115% of the sub-consultant invoice amount. Overtime rates may apply for work required during non-standard work hours.

The above fees are inclusive of all expenses or charges that Consultant may incur in connection with provision of Services on the Project, including travel, mail, courier services, communication and a commercially reasonable quantity of copying and reproduction expenses.

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.

10) 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.

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.

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)

By: _____
Stewart H. Welch III

Its: Mayor

Date: _____

SCHOEL ENGINEERING COMPANY, INC. (CONSULTANT)

By: Walt Schoel III

Walter Schoel, III

Its: President

Date: 11/08//2022

Below please print or type the following information for the individual to whom invoices for payment should be sent, and enter the names of the respective Project Representatives.

Company: _____

Client: _____

Street Address: _____

City, State, Zip: _____

Phone Number: _____ **Fax Number:** _____

Email Address: _____

Client's Project Number: _____ **Client's Purchase Order Number:** _____

Consultant's Project Representative: _____

Client's Project Representative: _____



2 OF 2

PRELIMINARY DRAINAGE IMPROVEMENTS PLAN

DATE: 10/20/22

SCALE: 1" = 30'

PROJECT: LORENA LANE

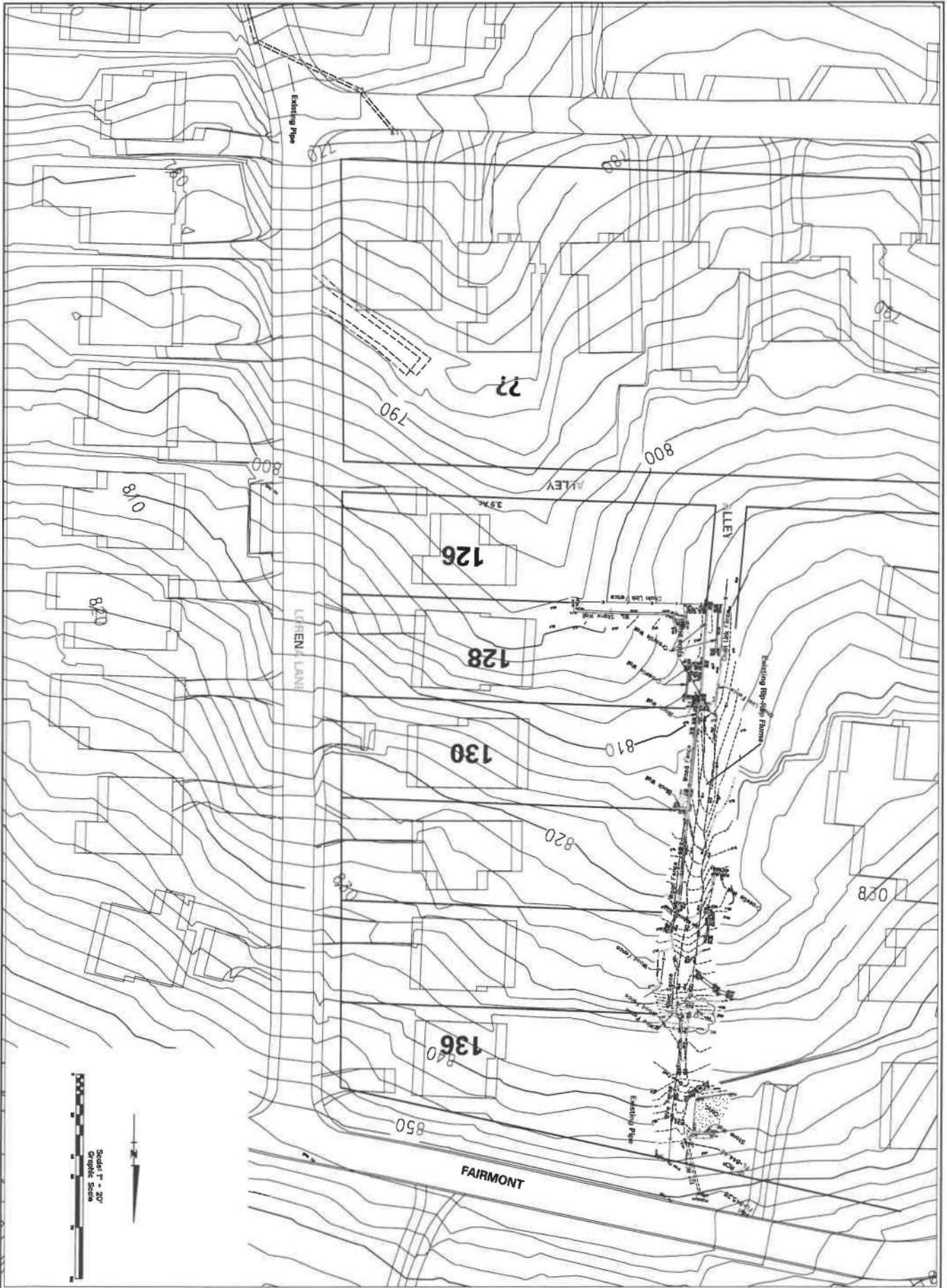
LORENA LANE
PRELIMINARY DRAINAGE IMPROVEMENTS
MOUNTAIN BROOK, ALABAMA

Civil Engineering | Land Surveying | Landscape Architecture
 Environmental | Water Resources | Laser Mapping & Modeling

SCHOBEL

1585 15th Street South 2500 Memorial Pkwy SW Box 349
 Birmingham, Alabama 35202 Huntsville, Alabama 35892
 205.332.8765 256.426.1201

SCHOBEL.COM



DRAWING SET:
 PLAN SHEET 10-05-22
 DATE: 10/20/22
 DRAWN BY: VHS
 FILE NAME: ZENER.GPJ
 1 OF 2

**LORENA LANE
 PRELIMINARY DRAINAGE IMPROVEMENTS
 MOUNTAIN BROOK, ALABAMA**

3D Modeling | 3D Modeling | Laser Scanning
 Environmental | Water Resources | Laser Scanning + Modeling
SCHÖEL
 1901 25th Street South | 2200 Memorial Pkwy. Ste. 200
 Birmingham, Alabama 35202 | Mountain Brook, Alabama 35062
 205.929.2166 | 205.439.1971
 SCHÖEL.COM

RESOLUTION NO. 2022-186

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby awards the bid [B-20220830-817] for the Janitorial Services contract at the O'Neal Library to Hills Janitorial Services in the amount of \$22,850.00, having been determined by the City to have submitted the lowest responsible bid in conformance with the expressed specifications.

ADOPTED: This 14th day of November, 2022.

Council President

APPROVED: This 14th day of November, 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 November 14, 2022, as same appears in the minutes of record of said meeting.

City Clerk



O'Neal Library

To: Mountain Brook City Council
From: Lindsay E Gardner
CC:
Date: 11/10/22
Re: Janitorial Services Bid

After careful review of the bids received today, I am recommending Hills Janitorial Services for the O'Neal Library Janitorial Services Bid B-20220830-817.

Please find below a simple ranking of bids by the annual cost of services. A detailed tabulation is attached.

1. Hills Janitorial Services - \$22,850.00
2. Eagle Cleaning Services - \$47,106.00
3. Acceptance Janitorial Services - \$51,302.88
4. Pritchard Industries Southeast - \$53,800.00
5. Office Pride Commercial Cleaning Service - \$62,630.00

Janitorial Service Bid (B-20220830-817) Tabulation O'Neal Library							
November 10, 2022							
			Disqualified				
Bid Form		Bid 1	Bid 2	Bid 3	Bid 4	Bid 5	Bid 6
Base Bid		Acceptance	Eagle	Baza	Office Pride	Hills	Pritchard
1	Evening Janitorial Services	37,052.88	38,244.00	7,800.00	47,880.00	16,800.00	34,800.00
2a	Restorative Carpet Cleaning	1,500.00	2,202.00	8,000.00	6,500.00	2,300.00	8,800.00
2b	Strip Wax VCT Tile Flooring	3,750.00	3,430.00	12,000.00	4,000.00	1,350.00	6,000.00
2c	Interior/Exterior Window Cleaning	9,000.00	3,230.00	2,800.00	4,250.00	2,400.00	4,200.00
Annualized Services		51,302.88	47,106.00	30,600.00	62,630.00	22,850.00	53,800.00
Alternate Bids							
1	Intermittent Day Custodian Service	17.25	16.15	30.00	25.00	18.50	24.00
2	Light Housekeeping Service for Special Events	17.25	16.15	30.00	25.00	18.50	20.00
Other Requirements							
Attended mandatory pre-bid meeting		Y	Y	Y	Y	Y	Y
Bid Form Notarized		Y	Y	Y	Y	Y	Y
Bidder Affidavit and Warranty Notarized		Y	Y	N	Y	Y	Y
Bidder Qualification Form:							
1	Name, Address	Y	Y	Y	Y	Y	Y
2	Contact	Y		Y	Y	Y	Y
3	History	Y	Y	not add	Y	Y	Y
4	Experience at least 4 yrs	not add	not add	not add	not add	not add	not add
5	Prior Contracts 3 similar clients	Y	Y	not add	Y	Y	Y
6	Staff 6 minimum	Y	Y	not add	Y	Y	Y
7	Key Personnel	Y	Y	not add	Y	Y	Y
8	Subcontractors	N	N	N	N	Windows - Sunlight or star Brite Cleaners	Yes - evening service
9	Resources	Y	Y	not add	Y	Y	Y
10	Licensing	need MB	need MB	need MB	need MB	need MB	Y
11	Insurance Certificate	Y	Y	not add	Y	No auto, prop damage	Y
12a	Claims History	N	N	N	N	N	N
12b	Performance Bond/Surety Claims	N	N	N	N	N	N
12c	Customers declared provider in default	N	N	N	N	N	N
12d	Ever failed to complete awarded work	N	N	N	N	N	N
12e	Judgements or arbitrations	N	N	N	N	N	N
12f	Failed to complete a service contract	N	not add	N	N	N	N
	Notarized	Y	Y	Y	Y	Y	Y
	Federal W-9?	Y	Y	N	N	Y	Y
	e-Verify?	Y	Y	not add	not add	Y	Y
	Copies of bid response provided	Y	Y	N	Y	Y	Y
not add=not addressed							