

**MEETING AGENDA
MOUNTAIN BROOK CITY COUNCIL**

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

JANUARY 23, 2023, 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 01232023).

1. Colorectal Cancer Awareness Proclamation
2. Approval of the minutes of the January 9, 2023, regular meeting of the City Council.
3. Resolution ratifying change order No. 3 with respect to the Caldwell Mill Road Bridge project.
4. Resolution amending the retainer structure for the law firm of Bishop Colvin.
5. Resolution entering into a negotiated contract with Enviro Management Company (EMC) Inc. with respect to the Building and Onsite Sanitary Sewer Upgrades project located at the Mountain Brook High School.
6. Resolution executing a consulting engagement letter with Organizational Architecture, Inc. with respect to the Compensation Study at the O'Neal Library.
7. Resolution authorizing the sale or disposal of certain surplus property.
8. Resolution awarding the bid to Sunny King Ford for the purchase of one Ford F250 for use by the Mountain Brook Fire Department
9. Resolution authorizing the appropriation from the City's General Fund of \$70,000 payable to the Mountain Brook Board of Education with respect to the construction of the Pickle ball courts
10. Resolution granting the Right-of-Way and sewer easement for sanitary sewer purposes with respect to the Crestline Elementary Gymnasium project.
11. Comments from residents and attendees
12. Announcement: Public Hearing scheduled for January 30, 2023 at 5:00 p.m.-Request to rezone property from Residence B district to Planned Unit Development (PUD district-2305 Montevallo Road, Montevallo Road Partners, LLC
13. Announcement: The next regular meeting of the City Council is February 13, 2023 at 7:00 p.m.
14. Adjourn

COLORECTAL CANCER AWARENESS MONTH PROCLAMATION

WHEREAS, colorectal cancer is the second leading cause of cancer-related deaths for men and women combined in Alabama and the lifetime risk of being diagnosed with cancer of the colon or rectum is 4.4 percent for men and 4.1 percent for women in the United States;

WHEREAS, the vast majority of colon cancer deaths can be prevented through proper screening and early detection and if 80 percent of adults were screened for colon cancer, 203,000 fewer people will die by 2030;

WHEREAS, the survival rate of individuals who have colorectal cancer is 90 percent when detected in the early stages versus only a 10 percent survival rate when colorectal cancer is diagnosed after it has spread to other organs;

WHEREAS, the American Cancer Society estimates 2,570 new cases of colorectal cancer will be diagnosed in Alabama this year and 900 people will die from the disease, and deaths from colorectal cancer occur disproportionately among those who are underserved or underinsured;

WHEREAS, when detected early the five-year survival rates for colon cancer is 90%; however, only 39% of colorectal cancers are diagnosed at this stage, mostly due to low rates of screening;

WHEREAS, greater awareness of colon cancer and the means to prevent it could save the lives of hundreds of Alabamians every year because colorectal cancer is preventable, treatable, and beatable in most cases; and

WHEREAS, observing a “Go Blue Day” for Colorectal Cancer Awareness would provide a special opportunity to offer education on the importance of early detection and screening.

NOW, THEREFORE, I, Stewart H. Welch III, Mayor of Mountain Brook, Alabama recognize the importance of colorectal screenings and hereby proclaim March 2023 as

“COLORECTAL CANCER AWARENESS MONTH”

Throughout the City and encourage all residents of Mountain Brook who are 45 and over to get a colorectal screening and recognize March 3, 2023 as “Go Blue Day” for Colorectal Cancer Awareness in Mountain Brook, Alabama.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Mountain Brook to be affixed the 23rd day of January of the year 2023.

Stewart H. Welch III, Mayor



January 17, 2023

To whom it may concern,

Sadly, colorectal cancer is the 2nd deadliest cancer in the United States, but 60% of colorectal cancer deaths could be prevented with screening. Just six months ago, I lost my husband of 21 years to colorectal cancer. He had been a model of health just prior to diagnosis, but by the time he went to the doctor for some symptoms he had just started experiencing, it was too late. They gave him a year to live; we only got 10 months and two days. The recommended age to have your first colonoscopy used to be 50, but during the pandemic that age was lowered to 45, and even younger if you have a family history or are showing symptoms. Had Jamey had his first colonoscopy at 45, he would still be here today. Communicating the need for screening is the Hollingsworth Colorectal Cancer Awareness Fund's primary mission, so others will not have to endure the pain of losing a loved one too. March is nationally recognized as Colorectal Cancer Awareness Month. In honor of that, we would like to request that the Mountain Brook City Fountain and / or the clock tower be lit blue during the month of March to promote further awareness in the community where Jamey was born and raised. We would also like to include a couple of blue lanterns and possibly a yard sign explaining the lights for the month. It is truly our mission to make others aware of the need for screening at 45 and save others from the grief that me and my family are experiencing.

Thank you for your consideration,

Sincerely,
Dany Hollingsworth

Secretary of the Hollingsworth Colorectal Cancer Awareness Fund
[Hollingsworth Awareness Fund](#)

GET YOUR REAR IN GEAR. 45 IS THE NEW 50.

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
JANUARY 9, 2023**

[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 5:45 p.m. on the 9th day of January, 2023 (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
Graham L. Smith
Gerald A. Garner
Lloyd C. Shelton
Stewart Welch III, Mayor

Absent: None

Also present were City Attorney Steve Stine, City Manager Sam Gaston, and City Clerk Heather Richards.

1. EXECUTIVE SESSION

Council President Pro Tempore Pritchard made a motion that the City Council convenes in executive session to discuss a real estate matter and that the City Council shall 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 Virginia 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
Graham L. Smith
Lloyd C. Shelton

Nays: None

2. ANNOUNCEMENT

Virginia Smith-Council President

- Announced the Public Hearing regarding the rezoning of property from Residence B district to Planned Unit Development district will be removed from the 7pm formal agenda

Charlie Beavers-Developer

- An error was found on the notice that was sent to residents
- Requesting a special public meeting of January 30th

Virginia Smith

- The Public Hearing will be re-scheduled to January 30th at 5:00 p.m.

3. AGENDA

1. Agreement with City of Birmingham on maintenance of Lane Park Road

Stewart Welch-Mayor

- Received calls regarding potholes on Lane Park Road in front of Botanical Gardens
- This portion of the road is in Birmingham
- This agreement allows Mountain Brook to repair the road that is located in Birmingham
- This agreement is not a cost share with Birmingham, Mountain Brook will incur all costs associated with repairs

Ronnie Vaughn-Public Works Director

- Would like to get a more accurate cost of repairs before proceeding

2. Amwaste update

Rick Sweeney-Amwaste

- Provided a report of repeated missed services (Exhibit 1)
- Month 1 had 1355 missed services, last 6 weeks had 389 missed services
- 67 residents had repeat misses (this is down from the first 4 weeks)
- Goal is 0 missed services every day

3. Tree Protection ordinance update

Tyler Slaten-Senior Planner

- At the December meeting a proposed tree ordinance was discussed that is required to maintain the state of a Tree City USA
- Implemented changes that was discussed

Steve Stine-City Attorney

- Any cost to residents were removed

Virginia Smith-Council President

- Item added to the formal agenda (Ordinance No. 2138)

4. Sixty (60) day extension request on the Caldwell Mill Road bridge project

Sammy Harton-Gresham Smith

- Noticed a conflict on recommendation and letter in packet
- This extends the request another 14 days (provided updated extension request letter)
- Work ceased due to pipe, the piping had to be approved then ordered
- Contractor does not want to open road without guardrails
- Temporary barriers would cost around \$32,000
- Once change order is approved, it will take 5 to 6 weeks to get materials
- 74 day extension is for labor and materials (change order #3 for guardrail would need to be approved this week in order to keep timeline)

Steve Stine-City Attorney

- Completion dates can change over time due to weather, change in plans, etc.
- In these situations, requests are made by contractors if they believe there is good reason to extend the completion date
- The (\$200 a day) liquidated damages does not come into play if circumstances are agreed that the date should be moved
- If extension is granted, new date will be 74 days from December 16th
- Liquidated damages only applies if the contractor does not complete the work after the extension date

Virginia Smith-Council President

- Item added to the formal agenda (Resolution No. 2023-008)

5. Mirror on Right-of-Way at 2820 Cherokee Road

Steve Stine-City Attorney

- It appears the post is close to the road and looks like the post is on city Right-of-Way
- No request was made to the City to install a post or mirror at that location

Virginia Smith-Council President

- The City does not authorize mirrors as it is not part of the Uniform Traffic manual
- Typically mirrors are put up by agreeing neighbors
- The GIS will determine the location of the post to determine if it is on the City's Right-of-Way

6. Emily Christian to address the City Council regarding real estate and other signs at street corners on the weekends

Emily Christian-3900 Montevallo Road

- Lived at current residence for 9 years
- Asked real estate agents to remove signs and to cease putting signs in her yard
- Requesting the City to fine the agents or have someone to remove signs on weekends

Sam Gaston-City Manager

- Propose an administrative process to have employees remove the signs on weekends

7. Conditional Use application for Magic City Cheer located at 229 Country Club Park (in the former 32 Degrees Yogurt location)

Dana Hazen-Director of Planning, Building & Sustainability

- There is an excess of 13 parking spaces
- A fitness use requires more parking, would leave a surplus parking of 9 spaces
- On-site parking is adequate

Steven Hand-Owner of Magic City Cheer

- His wife started a cheering gym on Highway 280 10 years ago
- Small groups (4 kids to 1 coach); may look at 9 spots with 2 coaches.

Virginia Smith-Council President

- Item added to the formal agenda (Resolution No. 2022-007)

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 Virginia Smith adjourned the pre-meeting at approximately 7:10 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 January 9, 2023, 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 January 23, 2023

MINUTES OF THE REGULAR MEETING OF THE

**CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
JANUARY 9, 2023**

[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 7:12 p.m. on the 9th day of January, 2023 (others were allowed to listen to the meeting by way of Internet video conference). The Council President Pro Tempore 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
Graham L. Smith
Gerald A. Garner
Lloyd C. Shelton
Stewart Welch III, Mayor

Absent: None

Also present were City Attorney Steve Stine, City Manager Sam Gaston, and City Clerk Heather Richards.

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

1. 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:

Approval of the minutes of the December 12, 2022, regular meeting of the City Council

2023-001	Accept the proposal submitted by Stone and Sons Electrical Contractors for the installation of a flashing beacon and sign on Old Leeds Road	Exhibit 1
2023-002	Approve the City to enter into a negotiated contract with Wright Construction Company with respect to the Old Leeds Road sidewalk project	Exhibit 2, Appendix 1
2023-003	Execute a construction agreement with the State of Alabama (ALDOT) with respect to the TAP sidewalk project (TAPAA-TA23(919); CPMS Ref#100075860))	Exhibit 3, Appendix 2
2023-004	Execute a License Agreement with Birmingham Levite Jewish Community Center with respect to the City's use of the outdoor recreational field and Gymnasium	Exhibit 4, Appendix 3
2023-005	Ratify change order No. 2 with respect to the Caldwell Mill Road bridge project (Project#C-2016912-203)	Exhibit 5, Appendix 4

2023-006	Execute a Transit Service Agreement FY2023 with Birmingham-Jefferson County Transit Authority (BJCTA) (dba "MAX")	Exhibit 6
2023-007	Approve the conditional use application for Magic City Cheer located at 229 Country Club Park	Exhibit 7
2023-008	Approve a (74) working day extension on the Caldwell Mill Road bridge project	Exhibit 8

Thereupon, the foregoing minutes and resolutions (Nos. 2023-001 through 2023-008), were introduced by Council President Virginia Smith and a motion for their immediate adoption made by Council President Pro Tempore Pritchard. The minutes and resolutions were then considered by the City Council. Council Member Graham Smith 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
Graham L. Smith
Gerald A. Garner
Lloyd C. Shelton

Nays: None

Abstained: None

Council President Virginia Smith thereupon declared that said minutes and resolutions (Nos. 2023-001 through 2023-008) were adopted by a vote of 5—0 and as evidence thereof she signed the same.

2. RECOGNIZE JANET FORBES FOR RECEIVING THE CO-CITY EMPLOYEE OF THE YEAR AWARD FOR 2022

Stewart Welch-Mayor

- Congratulated Janet Forbes for receiving the co-city employee of the year award for 2022

3. CONSIDERATION: ORDINANCE NO. 2138 CITY OF MOUNTAIN BROOK TREE ORDINANCE (EXHIBIT 9)

Council President Virginia Smith introduced the ordinance in writing. It was then moved by Council Member Shelton 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 Pritchard and was unanimously carried, as follows:

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

Lloyd C. Shelton

Nays: None

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

After said ordinance had been considered in full by the Council, Council President Pro Tempore 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
Lloyd C. Shelton

Nays: None

Council President Virginia Smith declared that the ordinance (No. 2138) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

4. CONSIDERATION: RESOLUTION EXECUTING A CONTRACTOR AGREEMENT WITH NET CONNECTION LLC WITH RESPECT TO THE INSTALLATION OF BATTING CAGES AND FRAMES LOCATED AT CHEROKEE BEND ELEMENTARY

Shanda Williams-Parks and Recreation Director

- 2 batting cages were removed, want to put them back
- School wants the batting cages outside field area
- The batting cages would have a cover to provide shelter from elements

Scott Elledge-4345 Kennesaw Drive

- Through the years, the buffer between his house and the field has been removed
- Oppose the location of the batting cages, not the batting cages themselves
- Would like the City to look at other locations to install the batting cages

Kaye Houser-4341 Kennesaw Drive

- The previous location of the batting cages were never a bother
- Several trees have died, reducing the buffer
- Does not want to remove any more of the buffer

Virginia Smith-Council President

- Will look at alternate locations for the batting cages
- Will discuss adding more buffering with the school

Austin Ray-4349 Kennesaw Drive

- Proposed location of the batting cages would eliminate the last bit of buffer
- The pinging of bats could be a concern because there is no auditory barrier
- Appreciate the council's consideration of moving the location of the batting cages

5. ANNOUNCEMENT

Council President Virginia Smith announced the next regular meeting of the City Council is January 23, 2023, 7:00p.m.

6. ANNOUNCEMENT

Council President Virginia Smith announced the public hearing for the request to rezone property from Residence B district to Planned Unit Development (PUD) district will be January 30, 2023 at 5:00 p.m.

7. ADJOURNMENT

There being no further business to come before the City Council, Council President Virginia Smith adjourned the meeting at approximately 7:40 p.m.

8. 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 January 9, 2023, 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 January 23, 2023

EXHIBIT 1
RESOLUTION NO. 2023-001

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the Mayor or the City Manager to accept the proposal submitted by Stone & Sons Electrical Contractors for the installation of a flashing beacon and sign on Old Leeds Road at Cherokee Road in consideration of \$36,251.00 (Exhibit A attached hereto). Subject to entering a customary contract with the City.

APPENDIX 1

EXHIBIT 2
RESOLUTION NO. 2023-002

WHEREAS, on July 21st at 10:00 am the bid opening commenced for the Old Leeds Sidewalk Project (B-20220617-802) to which no bids were received.

WHEREAS, Mountain Brook negotiated the work for the above project with Wright Construction Company as prescribed by the Alabama bid law.

RESOLUTION NO. 2023-010

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby ratifying change order No. 3 (modification of guardrail and additional asphalt) with respect to the Caldwell Mill Road bridge project (Resolution No. 2022-040) (Project # C-2016912-203) in the amount of \$14,800.00 (Fourteen Thousand Eight Hundred Dollars).

ADOPTED: This 23rd day of January, 2023.

Council President

APPROVED: This 23rd day of January, 2023.

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 January 23, 2023, as same appears in the minutes of record of said meeting.

City Clerk



January 18th, 2023

TO: Sammy Harton

RE: Change Order #3

Sammy,

Change 1: Modification Guardrail which includes the changed end anchors and the prime and painted guardrail. The amount for this change is \$12,800.00.

Change 2: Addition 1.5" of asphalt between the asphalt and barrier railing. The amount of this change is \$2,000.00

Please contact me with any questions.

Approved
Sam Guston
1-20-23

Sincerely,

Gillespie Construction, LLC

A very faint, light-colored signature or stamp is visible at the bottom left of the page, appearing to be a stylized name.

RESOLUTION NO. 2023-011

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby amends the retainer structure for the law firm of Bishop Colvin effective February 1, 2023 from the current \$15,000.00 per month to \$17,500.00 per month. Said fees are to compensate the City Attorney for the regular and customary legal services performed for said City, such as attendance at City Council meetings, advice to the Mayor, Council, and employees, and preparation of ordinances and resolutions; said salary not to operate as compensation for extraordinary or unusual services, such as handling municipal bond issues, public improvements, litigation, and the like for which said attorney shall be paid such additional compensation as may be fixed by the Council.

ADOPTED: This 23rd day of January, 2023.

Council President

APPROVED: This 23rd day of January, 2023.

Mayor

CERTIFICATION

I, Heather Richards, City Clerk of the City 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 January 23, 2023, as same appears in the minutes of record of said meeting.

City Clerk



WHIT COLVIN
wcolvin@bishopcolvin.com

January 13, 2023

Virginia Smith
President, Mountain Brook City Council
P.O. Box 130009
Mountain Brook, AL 35213

Re: Adjustment in Retainer Rate

Dear Virginia:

Thank you for the continuing privilege of serving the City of Mountain Brook. We remain committed as a firm to look for ways to increase the value of our service to our clients and are grateful to you for providing us the opportunity to do so. Economic and business realities nevertheless require us to periodically re-evaluate and revise our fee schedule. We do not do so often. In fact, our current retainer arrangement with the City was approved in 2006—more than 16 years ago. As you can imagine, the cost of maintaining an appropriately staffed and equipped law practice has risen since then.

With those considerations in mind, we propose to amend our current retainer structure from the current \$15,000.00 per month to \$17,500.00 per month. We believe that even with this adjustment, our rates remain under market rates for the kind and quality of legal services we provide and hope you will find the proposed adjustment in order. If approved, the new retainer rate will become effective on February 1, 2023. We would ask that the current arrangement of billing separately for non-routine, special projects upon special approval continue to apply and believe that the rates approved for that purpose in March 2022 can remain as is and without any upward adjustment.

Thank you again for affording us the privilege of combining public and professional service, and for allowing us to develop and maintain the deeply gratifying professional and personal relationships that our association with the City has permitted us to enjoy for many years.

Page 2 of 2 Pages
January 13, 2023
Adjustment in Retainer Rate

Please do not hesitate to let me know should you have any questions or need additional information.

Sincerely,

A handwritten signature in blue ink that reads "Whit Colvin". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Whit Colvin

Cc: Mr. Stewart Welch, Mayor
Mountain Brook City Council Members
Mr. Sam Gaston, City Manager

RESOLUTION NO. 2023-012

WHEREAS, on July 28th at 10:00 am the bid opening commenced for the Building & Onsite Sanitary Sewer Upgrades Public Works Project (B-20220701-809) to which no bids were received.

WHEREAS, Mountain Brook negotiated the work for the above project with Enviro Management Company (EMC), Inc. as prescribed by the Alabama bid law.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby approves the City to enter into a negotiated contract with Enviro Management Company (EMC), Inc. with respect to the Building and Onsite Sanitary Sewer Upgrades Public Works Project located at the Mountain Brook High School.

ADOPTED: This 23rd day of January, 2023.

Council President

APPROVED: This 23rd day of January, 2023.

Mayor

CERTIFICATION

I, Heather Richards, City Clerk of the City 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 January 23, 2023, as same appears in the minutes of record of said meeting.

City Clerk



Heather Richards <richardsh@mtnbrook.org>

RE: Building & Onsite Sanitary System Upgrade Project (including Generator) - Mt. Brook High School

2 messages

Steve Stine <sstine@bishopcolvin.com>

Wed, Jan 18, 2023 at 4:38 PM

To: Ronald Vaughn <vaughnr@mtnbrook.org>

Cc: Darren Davis <davisd@mtnbrook.org>, Steven Gay <gayj@mtnbrook.org>, Heather Richards

<richardsh@mtnbrook.org>, Steve Boone <boones@mtnbrook.org>, Sam Gaston <gastons@mtnbrook.org>, Whit Colvin <wcolvin@bishopcolvin.com>

Ronnie, last summer the City advertised for a general contractor for this Project, but did not receive any bids. As contemplated in applicable law, Public Works has negotiated a contract price with Enviro Management Company, Inc. (EMC) for it to perform the work and serve as the Contractor on the Project. Attached is a draft Letter from you to Dudley Dickerson III of EMC that confirms this arrangement and that EMC – which is fully familiar with the obligations of the Contractor in the Bid materials -- will comply with those obligations. After Mr. Dickerson signs and returns the Letter, it and the Bid materials that are incorporated by reference in the Letter will comprise the "Contract" for this Project.

Let me know if I can assist you any further on this matter.

Steve Stine**From:** Steve Stine <sstine@bishopcolvin.com>**Sent:** Wednesday, January 18, 2023 10:55 AM**To:** Ronald Vaughn <vaughnr@mtnbrook.org>**Cc:** Darren Davis <davisd@mtnbrook.org>; Steven Gay <gayj@mtnbrook.org>**Subject:** Re: Generator Project

Thanks Ronnie.

Please clarify this about the Schedule so I can address it in the letter:

- What is the approx date the City will issue the Notice to Proceed to the Gen Contr? _____, ____ 2023

- Is the 20 weeks needed to get materials included in the 180 day project time?



CITY OF MOUNTAIN BROOK

PUBLIC WORKS DEPARTMENT

3579 East Street
Mountain Brook, Alabama 35243
Telephone: 205.802.2390
Fax: 205.967.2631
www.mtnbrook.org

January 19, 2023

Mr. Dudley Dickerson, III
Enviro Management Company, Inc.
3165 Dublin Lane
Bessemer, AL 35022

Re: Building & Onsite Sanitary System Upgrade Project for City of Mountain Brook, Alabama - Work Specified in Bid # B20220701-809 – Project Location: Mountain Brook High School

Dear Mr. Dickerson:

Thank you for negotiating a mutually acceptable contract (the "Contract") whereby your firm, Enviro Management Company, Inc. ("EMC"), will serve as the general contractor (the "Contractor") to perform the above-referenced Project for the City of Mountain Brook ("City"). The Contract will be presented to the Mountain Brook's City Council for its consideration next week.

As you know, last summer in Bid # B202220701-809 (the "Bid") the City advertised for interested contractors to submit bids to perform the Project. Your firm had considerable input in preparing the materials and documents in the Bid package for this Bid, which package is incorporated herein by reference. Having not received any responses from bidders concerning the Bid, your firm is willing to serve as the Contractor on the Project. Indeed, at next week's City Council meeting, it will consider approving EMC to work in that capacity.

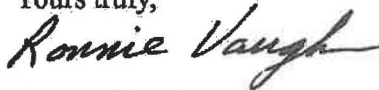
Please confirm the understandings regarding the Contract and your firm serving as the Contractor on the Project by signing below on behalf of EMC and returning a fully executed version of this correspondence to me as soon as possible:

- (a) EMC is familiar with the specifications, plans, drawings, responsibilities, and other terms and conditions in the Bid package with which the successful contractor is to comply;
- (b) except as provided herein, agrees to complete the Project and perform the obligations of the Contractor as specified in the Bid materials:
 - (i) the liquidated damages amount for delays caused by the Contractor to complete the Project will be \$100 per Calendar Day; and

- (ii) notwithstanding any provision on Exhibit D or elsewhere in the Bid materials, the City will issue its Notice to Proceed on or about January 25, 2023, and the Contractor agrees to substantially complete the work within 180 calendar days thereafter (i.e., on or about July 25, 2023).
- (c) the negotiated, lump sum Contract Price to be paid EMC for successful completion of the Project is \$150,000;
- (d) the Defined Terms used in this agreement shall have the same meaning as in the Bid; and
- (e) except as modified or changed herein, all provisions in the Bid Materials and Contract regarding the Project are effective and binding on the parties.

Do not hesitate to call me if you have any questions about these matters.

Yours truly,



Ronnie Vaughn

CONCURRED:

Enviro Management Company, Inc.

By:



Its:



Date: January 19, 2023

RESOLUTION NO. 2023-013

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes Lindsay Gardner, O’Neal Library Director, to execute a consulting engagement letter, in the form attached hereto as Exhibit A, between Organizational Architecture, Inc. and O’Neal Library with respect to a compensation study.

ADOPTED: This 23rd day of January 2023.

Council President

APPROVED: This 23rd day of January 2023.

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 January 23, 2023, as same appears in the minutes of record of said meeting.

City Clerk



3100 East 45th Street Suite 462
Cleveland Ohio 44127
216.586.4762
oahumanresources.com

11th January 2023

Lindsay Gardner
Director
O'Neal Library
50 Oak Street
Mountain Brook Alabama 35213

Re: **Consulting Engagement between Organizational Architecture, Inc. and O'Neal Library**

Dear Lindsay:

We would like to thank you for the opportunity to work with you. It is sincerely appreciated. Our relationship is important, and we want to be sure that we are meeting your needs and working to exceed your expectations.

Please let this letter confirm our understanding of the terms and objectives of this engagement and the nature and limitations of the services we will provide as a basis for the consulting services you have requested.

During this engagement we will issue reports to you explaining our findings and any recommendations that we deem appropriate. We will review these reports with you. Our reports are to be used only in connection with the referenced purpose and may not be published, or used in any other manner, without the prior written consent of Organizational Architecture, Inc.

Our fees will be charged for all pre-site visit preparation, conferences, and planning, as well as correspondence with you and if designated by you, other third parties. We will bill for performing the necessary analytical procedures, report drafting, schedule preparation, meeting attendance, travel, and telephone calls pertaining to the engagement. We will submit summary bills to you during the course of the engagement or on a monthly basis, as appropriate. Out of pocket expenses, if applicable, may also be billed. These costs may include items such as delivery charges, photocopier charges, postage, travel costs, etc. **These expenses are capped at \$1,500.00 and are subject to prior approval by the client.** Prompt payment is appreciated on issuance of our invoices, which are due upon receipt. Invoices not paid within 15 days will accrue interest at the rate of 1% per month.

The details of this engagement are outlined in the attached Exhibit(s).

Exhibit 1: Statement of Work and Deliverables

Included in the exhibits are estimated fees based on the assumptions listed. These fees are also based on the assumption that the information requested is gathered by your staff in an organized fashion and made available to us at the time prior to or during the on-site visits, as appropriate. Further, the estimated fees are for the scope of work as outlined. Any expansion of our scope because of irregularities discovered will require us to revise this fee schedule which we will discuss with you in advance.

If additional fees will be incurred for any services outside the scope of our agreed engagement, we will promptly notify you. You will then have the opportunity to assess the progress of the engagement and determine our next course of action. If the need for additional services arises, our agreement with

you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter.

Our performance of this project is further subject to compliance guidelines in terms of confidentiality. While information pertaining to your firm is in our possession, we understand that it is our responsibility to make reasonable efforts to protect its security and confidentiality. In the unlikely event of any breach of security or confidentiality, we will immediately notify you. Our obligation is to keep the information confidential and will survive the termination of this letter agreement and the completion of the project.

Once again, we thank you for the opportunity to be of service to you. If you agree with our above understanding of the engagement, please sign this document, keep a copy for your files, and return the other to our office. Should you have any questions regarding this letter or any other matter, please do not hesitate to call. We look forward to working with you.

Very truly yours,
Organizational Architecture, Inc.



Mark Fiala
President



ENGAGEMENT ACCEPTANCE

The engagement scope and terms as described in this engagement letter for consulting services are hereby approved and accepted.

Compensation study

Accept

Decline

ACCEPTED BY:

Printed Name

Title

Signed Name

Date

Statement of Work and Deliverables

Project name: Compensation Study

Role and approach: The role and approach to this project is as follows:

1. Project kick-off, document and data collection and review, and understanding your organization
 - Facilitate on-site project kick-off meeting with O'Neal Library's
 - Facilitate on-site project kick-off meeting with O'Neal Library's Project Leader, Key Stakeholders, and OA project team.
 - Review list of resources needed to conduct analysis and establish delivery commitments.
 - Establish project milestone and deliverable due dates.
 - Review and analyze documents and data required for the project, with follow-up discussions as needed.
2. Analyze current pay grade structure and recommend ways to increase effectiveness and administrative efficiency
 - Review current pay grade system, including analysis of the following:
 - Pay ranges and steps
 - Pay range minimums, midpoints, and maximums
 - Pay range spread
 - Pay range midpoint progressions
 - Perform analysis and provide recommendations on structure, changes, administration, and communication.
 - Provide information on current job analysis and job evaluation trends.
 - Document all methodologies for record-keeping purposes.
3. Perform job evaluation and benchmarking analysis
 - Review current position descriptions, job analysis documents, and other descriptive information about jobs, reporting relationships, and structure.
 - Benchmarking base compensation for 15 – 20 jobs will be accomplished using survey data tools, specifically:
 - Economic Research Institute

Statement of Work and Deliverables

- Alabama Public Library Service
- Industry-specific or region-specific surveys. We will work with you to focus our selection of industry- or region-specific surveys.
- We will also utilize publicly-disclosed information.
- Organizational Architecture will work with O'Neal Library to identify comparable employers and jobs for benchmarking purposes. Such factors for determining the characteristics of comparable employers are:
 - Size: in terms of headcount, number of jobs, locations, operating budget, etc.
 - Geographic location: Alabama, region, etc.
 - Industry segment
 - Private or public sector
 - Information supplied by O'Neal Library regarding organizations with which it competes for talent, considers peers, or uses as benchmarks.
- Compare incumbent salary information against survey benchmarks.
- Develop appropriate changes to salary grade structure, ranges, and others based on results of analysis.
- Perform impact analysis using recommended salary structure options.
- Provide recommendations on job analysis and job evaluation approaches, benchmarking methodologies, external and internal equity methodologies, and program administration.
- Document all methodologies for record-keeping purposes.

4. Deliverables

- Detailed reports of the analysis, findings, and recommendations based on our activities will be provided in the format of written reports, operating procedures, meetings, and other means based on O'Neal Library's requirements, including:
 - Written, face-to-face, and teleconference status reports at the interval you desire

Statement of Work and Deliverables

- Tools and processes to ensure your compensation programs remain competitive
- Benchmarking data
- Salary grade system recommendations
- Impact analysis
- Current compensation trends and recommendations
- Meetings throughout the process to explain methodology, results, and recommendations
- We will meet with O'Neal Library to present analysis and findings as needed.

Data and information required:

The following documents and information are needed during the data collection and analysis phase. This is not an all-inclusive list; and other documents and materials may be required based on initial review of materials.

1. Organization chart, to include job titles and names
2. Organization mission and vision and strategic plans
3. Number of locations and where located
4. Organization or business unit revenues or operating budget
5. Employee handbooks and policies and procedures manuals pertaining to compensation
6. Position descriptions and job analysis documentation for study positions
7. Pay grade system
8. Total rewards philosophy and compensation strategy
9. Previous compensation studies and data used to develop current systems
10. Summary information related to bonus and incentive plans, including informal program communications such as emails and memos. If there are formal plan documents, please forward them, along with information on funding, payout schemes, and timing of payouts.
11. Summary information related to employee benefit programs, including all welfare benefit plans [medical, dental, etc.] and retirement programs [pension, 401k, profit sharing, etc.]
12. Summary information related to equity compensation, deferred compensation, qualified and non-qualified programs, and other long-term compensation programs, if any

Statement of Work and Deliverables

13. Number of hours per week to be considered full-time versus part-time
14. Number of hours in your workweek, i.e., 37.5 hours, 40.0 hours, etc.
15. Database of all study group employees / jobs to be benchmarked to include such demographic and salary information as job title, hire date, hourly rate, annual salary, and other information. We will provide specific information on what is needed when you are ready to provide it.

Timeline: Work will commence upon receipt of signed engagement letter and receipt of the project retainer

Project manager: Mark Fiala. Other workforce strategy specialists may be brought on to the project as needed.

Professional fees: Fees for this project are as follows:

Project Component	Investment
1. Project kick-off and data and document collection process 2. Analyze current pay grade structure and recommend ways to increase effectiveness and administrative efficiency 3. Perform job evaluation and benchmarking analysis	\$8,000
Total Project Investment	\$8,000

Work outside the scope of this project will be billed as follows:

- Senior workforce strategy professional \$250.00 to \$375.00 per hour
- Junior workforce strategy professional. \$75.00 to \$150.00 per hour
- Administrative and paraprofessional\$50.00 to \$75.00 per hour

Work will commence upon receipt of signed engagement letter and one-third of the engagement fee, or **\$2,600.00**.

- An additional one-third will be invoiced thirty [30] days from the commencement of the engagement.
- The final invoice will be sent upon delivery of the final report. Any remaining balances will be billed at the conclusion of the project.

Statement of Work and Deliverables

- OA guarantees not to exceed the top end of the estimated fee provided the project scope remains as described in this engagement.
- Billing will only include charges for actual time worked on behalf of the project. We will submit summary bills to you during the course of the engagement or on a monthly basis, as appropriate. Prompt payment is appreciated on issuance of our invoices, which are due upon receipt. Invoices not paid within 15 days will accrue interest at the rate of 1% per month.

Expenses: Workshop material developed by third parties will be invoiced at OA's cost.

Please note: Please note the following:

- Travel outside of Northeast Ohio for Organizational Architecture project team members will be paid for by O'Neal Library. This will include transportation and lodging expenses. Out-of-pocket expenses incurred in relation to this project, such as travel, printing, rental of meeting space and classrooms, document preparation, and others, will be billed in addition to the professional fees. **These expenses are capped at \$1,500.00 and are subject to prior approval by the client.**
- O'Neal Library will provide administrative and logistical support in scheduling meetings and providing meeting space, media, and other resources for Project Team meetings.
- O'Neal Library will provide a Project Team that will be in place and available throughout the project life cycle to allow for completion of the project in accordance with O'Neal Library's needs.
- O'Neal Library's Project Leader will have the appropriate level of authority to accept deliverables and authorize changes.
- Any new requirements outside the scope of this proposal will be handled through a Change Request and Control process.
- Third-party surveys deemed necessary to complete our work will be purchased by the client and shared with Organizational Architecture. We will work with you to identify valid and reliable compensation data, and all fees for surveys will be reviewed and pre-approved by client.
- The scope of this project does not include assumption of any liability by Organizational Architecture for any of the O'Neal Library's employment actions made related to staff or any other employee or affiliate thereof.
- The scope of this project does not include acting as a legal advisor or providing legal counsel. Organizational Architecture is not a law

Statement of Work and Deliverables

firm. Organizational Architecture recommends client engage with appropriate legal counsel as necessary.

- Organizational Architecture understands the required practice of Alabama's public bid process, and respectfully requests that this proposal be shared with other prospective bidders only to the extent required, in order to ensure Organizational Architecture's ability to fairly compete in public bids against such other prospective bidders in the future.
- The information provided by Organizational Architecture in this proposal is and remains confidential and proprietary information of Organizational Architecture, Inc. and may be used by you solely in connection with your consideration of Organizational Architecture's proposal and, if a contract is subsequently executed by the parties, in connection with the receipt of services from Organizational Architecture. In no event will you disclose the information provided in the Organizational Architecture proposal to any third party except as may be required by law.
- If O'Neal Library requests significant changes to Organizational Architecture's regular engagement letter and statement of work, the O'Neal Library will disclose the nature of these proposed changes as early as possible in the service provider screening process. We are willing to share a sample engagement letter and statement of work for review.
- If O'Neal Library's invoice payment terms are significantly different than those stated by Organizational Architecture in this proposal, the O'Neal Library will disclose them as early as possible in the service provider screening process.
- **This agreement may terminate before the expiration of its Term if any of the following events occur:**
 - **Library may terminate the Agreement for cause if [1] OA defaults on material obligations to the Library and [2] following the Library's provision of written notice, OA fails to correct or remedy that Default within 30 days after receipt of the notice.**
 - **OA may terminate this agreement for cause if [1] Library defaults on material obligations to OA and [2] following OA's provision of written notice, the Library fails to correct or remedy that Default within 30 days after receipt of notice. In the event of such termination of cause, OA shall be limited to the prorated amount owed it by the Library for services performed up to the effective time of termination.**
- This engagement letter and statement of work is valid for 30 days.

RESOLUTION NO. 2023-014

**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
Laserjet 38A	HP	Q1338A	1
Black Shades	N/A	N/A	6
Shelving lot	N/A	N/A	1
File Cabinet	N/A	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 23rd day of January, 2023.

Council President

APPROVED: This 23rd day of January, 2023.

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 January 23, 2023, as same appears in the minutes of record of said meeting.

City Clerk

Surplus

Toner - HP Laserjet 38A, Black

1

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



Shades – Black

6, about 105" wide

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



Lot of Shelving

Lot includes frames and end brackets.

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



File Cabinet

1 - H 65" x W 36" x D 18"

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



RESOLUTION NO. 2023-015

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby awards the bid for one (1) 2022 F250 to Sunny King Ford in the amount of \$58,671.58, having been determined by the City to have submitted the only bid in conformance with the expressed specifications.

ADOPTED: This 23rd day of January, 2023.

Council President

APPROVED: This 23rd day of January, 2023.

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 January 23, 2023, as same appears in the minutes of record of said meeting.

City Clerk

BID TABULATION AND RECOMMENDATION
BID NUMBER B-20230111-839
CITY OF MOUNTAIN BROOK

One bid was received on January 18, 2022 by 2:00 pm at Mountain Brook City Hall regarding the purchase of a Ford F250 for Battalion Shift Commander vehicle.

Sunny King Ford	\$58,671.58
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It is my recommendation to award the bid to Sunny King Ford. Sunny King Ford has submitted the lowest responsible bid.

Lt. Jonathan King
Mountain Brook Fire Department

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

**BID COVER SHEET
BID # B-20230111-839**

Bid Request Posted this Date: January 11, 2023 Bids to be Opened this Date and Time: January 18, 2023 at 2:00 pm

To Whom It May Concern:

Bids can be emailed back to Jonathan King (kingj@mtnbrook.org) or shall be sealed and delivered to the Office of the Purchasing Agent in the City Hall, City of Mountain Brook, Alabama, prior to the above specified date and time. Bids shall be publicly opened at the date and time specified above or as soon as practicable thereafter.

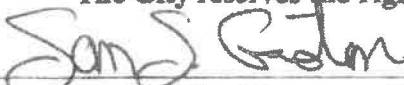
To be considered by the City, a bid must comply with Alabama law, including, but not limited to, Ala. Code (1975) §§41-16-50 *et seq.* and 31-13-1 *et seq.*, and provide documentation of enrollment in the E-Verify program pursuant to Ala. Code §31-13-9.

All bidders must use the bid form provided by the City for the project. This Bid Cover Sheet should be completed, scanned, and emailed back or submitted with the mailed bid. Bids completed in pencil will not be accepted. If mailed, bids should be clearly marked "SEALED BID" and indicate on the outside of the envelope the project for which the bid is submitted (BATTALION BID – FIRE DEPT) and the date of bid opening. If emailed, the subject line should state the project (BATTALION BID – FIRE DEPT) and the date of the bid opening.

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

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

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

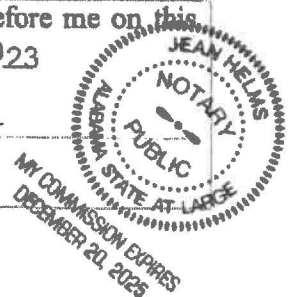

Sam S. Gaston, City Manager and Purchasing Agent

BIDDER SUNNY KING FORD TELEPHONE 256-831-5300
ADDRESS 1507 S QUINTARD AVENUE EMAIL _____
CITY ANNISTON STATE AL ZIP 36201
BID AMOUNT (AS PER SPECIFICATIONS) \$ 58,671.50

Note: MUNICIPALITIES ARE EXEMPT FROM STATE SALES TAX

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

Auth. Signature: 	Sworn to and subscribed before me on this
Name: <u>CARL WILSON</u>	18 day of <u>JANUARY</u> , 2023
Title: <u>Commercial Sales Manager</u>	
	Notary Public
	My Commission Expires:



Mountain Brook Fire Department

INVITATION TO BID – #B-20230111-839

INSTRUCTIONS TO BIDDERS

Emailed or sealed bids will be received by January 18, 2023, until 2 P.M., at Office of the Purchasing Agent (City Manager) or kingj@mtnbrook.org for the furnishing of all necessary labor, equipment and material for the 2022 F250 (see specifications below).

Bids will be addressed and submitted in accordance with the instructions provided above. The type of bid, bid opening date and time will be stated on the front of the bid envelope.

All specifications herein contained are considered as minimum. No exceptions to these minimum standards will be allowed.

Submit only one (1) bid that meets or exceeds the minimum specifications. No substitutes, stock units, or alternates will be permissible unless such units are requested later in the specifications. If this is done, the bidder will be automatically disqualified.

All bids must be signed. Failure to do so will cause the bid to be non-responsive and rejected.

The competency and responsibility of Bidders will be considered in making the award. The Fire Department reserves the right to reject any or all bids, or to reject the bid of the bidder who, in the judgment of the buying authority is not in a position to perform the Contract. These specifications, together with any other documents required herein, will be included in the final contract. Each bidder will submit a copy of his proposed contract form. The purchaser reserves the right to reject a bid based on unacceptable provisions of a bidder's contract and does not obligate itself to accept the lowest or any bid.

It will be the responsibility of the bidder to assure that their proposal arrives at the proper location by the time indicated. Late proposals, telegrams, facsimile, or telephone bids will not be considered. Bids will not be considered from firms, individuals or the same owners of separate companies submitting more than one bid.

Any erasures, strike over's and/or changes to prices written in numerals should be initialed by the bidder. Failure to initial may because to reject the bid as irregular and disqualified from consideration.

THE PURCHASER WILL NOT ACCEPT ANY BIDS, WHICH DO NOT MEET THESE SPECIFICATIONS AND IS THE SOLE DECIDER TO DEEM WHICH BID IS IN THE BEST INTEREST OF THE PURCHASER.

INFORMATION REQUIRED WITH BID

EXCEPTIONS

To the right side of each paragraph of the fire department specifications, the bidder will state "YES" or "NO" indicating compliance with the specifications. All deviations, no matter how slight, will be clearly explained on a separate cover sheet entitled "EXCEPTIONS TO SPECIFICATIONS". Any exceptions or variations to these specifications must be set forth on separate sheets, indicating page number (s) of the specifications, and must be submitted with the bid. Any bids deemed as taking total exception to these published specifications will result in immediate rejection of the bid.

Proposals that are found to have deviations without listing them will be rejected. No Exceptions

Mountain Brook Fire Department

SPECIFICATIONS FOR BATTALION ONE FORD F-250

2022 or newer ¾ ton pickup

Crew Cab 4x4, 6.75 box (shortbed)

6.2L V8 Gasoline Engine

6 Speed Automatic Transmission

3.73 Locking rear axle ratio

10,000# GVWR

Gray Cloth Seats with full center console

LT275/70R18E All Terrain Tires

Chrome Package with Chrome wheels

Power seats, windows & locks w/remotes

Power slide rear window w/defrost

8" LCD touch screen

400 Watt/110 Volt A/C power outlet

GPS location capability

Reverse Sensing (Reverse vehicle aid sensor)

Off-Road Package with skid plates

Power extending mirrors

Pro Trailer Backup assist

Lane departure warning

360 Camera

LED Roof Clearance Lights

Carbonized Gray metallic exterior

Medium Earth Gray interior (or equivalent)

5 year/100,000 Powertrain Warranty

Vehicle must be available for immediate delivery.

Prepared for: JONATHAN KING

Mountain Brook Fire Department205

Prepared by: SUNNY KING FORD

01/09/2023

Sunny King Ford | 1507 S Quintard Ave Anniston Alabama | 362018294



2022 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XLT

(W2B) Price Level: 280 | VIN: | Quote ID: 22-140

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
W2B	Base Vehicle Price (W2B)	\$52,675.00
Packages		
603A	Order Code 603A <i>Includes:</i> - Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel - Transmission: TorqShift-G 6-Spd Auto w/SelectShift - GVWR: 10,000 lb Payload Package - Radio: AM/FM Stereo/MP3 Player <i>Includes 7 speakers.</i> - SiriusXM Radio <i>Includes a 3-month prepaid subscription and 1 I/P mounted center speaker. Service is not available in Alaska and Hawaii. SiriusXM audio and data services each require a subscription sold separately, or as a package, by SiriusXM Radio Inc. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. SiriusXM and all related marks and logos are trademarks of SiriusXM Radio Inc.</i> - SYNC 3 Communications & Entertainment System <i>Includes enhanced voice recognition, 8" LCD capacitive touch screen in center stack with swipe capability, pinch-to-zoom capability included with available voice-activated touchscreen navigation system, 4.2" productivity screen in IP cluster, AppLink, 911 Assist, Apple CarPlay and Android Auto capability and 2 smart charging USB-C ports.</i>	N/C
Powertrain		
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel	Included
44S	Transmission: TorqShift-G 6-Spd Auto w/SelectShift	Included
X3E	Electronic-Locking w/3.73 Axle Ratio	\$430.00
STDGV	GVWR: 10,000 lb Payload Package	Included
Wheels & Tires		
TDX	Tires: LT275/70Rx18E BSW A/T (4) <i>Spare may not be the same as road tire.</i>	\$265.00
647	Wheels: 18" Chrome PVD Aluminum	Included
Seats & Seat Trim		
2	Cloth 40/Console/40 Front Seats <i>Includes 2-way adjustable driver/passenger headrests and driver's side manual lumbar.</i>	\$300.00

Prepared for: JONATHAN KING

Mountain Brook Fire Department205

Prepared by: SUNNY KING FORD

01/09/2023

Sunny King Ford | 1507 S Quintard Ave Anniston Alabama | 362018294



2022 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XLT

(W2B) Price Level: 280 | VIN: | Quote ID: 22-140

As Configured Vehicle (cont'd)

Code	Description	MSRP
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Includes:
 - Flow-Through Console
 Includes 110V/400W outlet in rear.

Other Options

160WB	160" Wheelbase	STD
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17P	XLT Premium Package	\$3,295.00
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Includes 2 front chrome tow hooks and foldable/locking rear under-seat storage.

Includes:
 - Wheels: 18" Chrome PVD Aluminum
 - Autolock/Auto Unlock
 - Chrome Exhaust Tip
 - Body-Color Door Handles w/Chrome Insert
 Includes chrome tailgate handle.
 - Halogen Fog Lamps
 - 8-Way Power Driver's Seat
 Includes 2-way passenger adjuster.
 - Heated Driver & Passenger Seats
 - Reverse Sensing System
 - SecuriCode Driver's Side Keyless Entry Keypad
 - Unique Chrome Mirror Caps

17X	FX4 Off-Road Package	\$495.00
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Includes:
 - Hill Descent Control
 - Off-Road Specifically Tuned Shock Absorbers
 Includes front/rear.
 - Transfer Case & Fuel Tank Skid Plates
 - Unique FX4 Off-Road Box Decal

41P	Transfer Case & Fuel Tank Skid Plates	Included
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54F	PowerScope Trailer Tow Mirrors w/Heat	\$280.00
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Includes power-folding with Autofold, telescoping, power glass, turn signal, high intensity LED security approach lamps and utility lighting system (LED side-mirror spotlights).

18D	6" Angular Bright Polished Extended Running Boards	\$440.00
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595	Halogen Fog Lamps	Included
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53R	Pro Trailer Backup Assist	\$1,655.00
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Includes:
 - Lane Departure Warning
 - Ultimate Trailer Tow Camera System
 Includes rear view camera, 360 degree camera system, rear CHMSL camera, trailer reverse guidance and LED center high-mounted stop lamp.

Prepared for: JONATHAN KING

Mountain Brook Fire Department205

Prepared by: SUNNY KING FORD

01/09/2023

Sunny King Ford | 1507 S Quintard Ave Anniston Alabama | 362018294



2022 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XLT

(W2B) Price Level: 280 | VIN: | Quote ID: 22-140

As Configured Vehicle (cont'd)

Code	Description	MSRP
592	LED Roof Clearance Lights	\$95.00
PAINT	Monotone Paint Application	STD
435	Power-Sliding Rear-Window w/Defrost <i>Includes:</i> <i>- Privacy Glass</i>	\$405.00
76R	Reverse Sensing System	Included
585	Radio: AM/FM Stereo/MP3 Player <i>Includes 7 speakers.</i> <i>Includes:</i> <i>- SiriusXM Radio</i> <i>Includes a 3-month prepaid subscription and 1 I/P mounted center speaker. Service is not available in Alaska and Hawaii. SiriusXM audio and data services each require a subscription sold separately, or as a package, by SiriusXM Radio Inc. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. SiriusXM and all related marks and logos are trademarks of SiriusXM Radio Inc.</i> <i>- SYNC 3 Communications & Entertainment System</i> <i>Includes enhanced voice recognition, 8" LCD capacitive touch screen in center stack with swipe capability, pinch-to-zoom capability included with available voice-activated touchscreen navigation system, 4.2" productivity screen in IP cluster, AppLink, 911 Assist, Apple CarPlay and Android Auto capability and 2 smart charging USB-C ports.</i> <i>- 110V/400W Outlet</i> <i>Includes 1 in-dash mounted outlet.</i>	Included
19Z	4G LTE Wi-Fi Hotspot Removal	-\$20.00
76D	Advanced Security Pack Inclination Sensor Removal <i>Intrusion sensor removal. Includes SecuriLock Passive Anti-Theft System (PATS).</i>	-\$50.00

Fleet Options

WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. <i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>	N/C
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Emissions

Prepared for: JONATHAN KING

Mountain Brook Fire Department205

Prepared by: SUNNY KING FORD

01/09/2023

Sunny King Ford | 1507 S Quintard Ave Anniston Alabama | 362018294



2022 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XLT

(W2B) Price Level: 280 | VIN: | Quote ID: 22-140

As Configured Vehicle (cont'd)

Code	Description	MSRP
425	50-State Emissions System	STD
Exterior Color		
M7_02	Carbonized Gray Metallic	N/C
Interior Color		
2S_01	Medium Earth Gray w/Cloth 40/Console/40 Front Seats or Cloth 40/Console/40 Front Seats	N/C
SUBTOTAL		\$60,265.00
Destination Charge		\$1,795.00
TOTAL		\$62,060.00

Prepared for: JONATHAN KING

Mountain Brook Fire Department205

Prepared by: SUNNY KING FORD

01/09/2023



Sunny King Ford | 1507 S Quintard Ave Anniston Alabama | 362018294

2022 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XLT (W2B)

Price Level: 280 | VIN: | Quote ID: 22-140

Pricing Summary - Single Vehicle

MSRP

Vehicle Pricing

Base Vehicle Price	\$52,675.00
Options	\$7,590.00
Colors	\$0.00
Upfitting	\$0.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,795.00
Subtotal	\$62,060.00

Pre-Tax Adjustments

Code	Description	MSRP
ADJ-MKT	Adjusted Market Value	\$2,895.00
GPC	Government Price Concession	-\$6,300.00
Subtotal		\$58,655.00

Sales Taxes

Code	Description	MSRP
AL Title	Alabama State Title Fee	\$16.50
Subtotal		\$58,671.50
Total		\$58,671.50

Customer Signature

Acceptance Date

RESOLUTION NO. 2023-016

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the appropriation from the City's General Fund of \$70,000 (Seventy Thousand Dollars) payable to the Mountain Brook Board of Education (BOE) to be used for the construction of Pickle Ball courts to be available for the general public.

ADOPTED: This 23rd day of January, 2023.

Council President

APPROVED: This 23rd day of January, 2023.

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 January 23, 2023, as same appears in the minutes of record of said meeting.

City Clerk

From: Steve Boone [mailto:boones@mtnbrook.org]

Sent: Thursday, January 19, 2023 2:43 PM

To: Sam Gaston

Subject: Pickleball courts

Tommy Prewitt called inquiring how much the City has received from elected officials earmarked for the Pickleball courts. Below are the amounts received to date and their sources:

Date	Jeff Co Comm Fund	Reference	Amount
Aug 2021	Faulkner	RV17837/Check 839380	\$20,000
Apr 2021	Roberts	RV17311/Check 249539	5,000
Feb 2021	Faulkner	RV17078/Check 247716	10,000
May 2021	Faulkner	RV17689/Check 252333	10,000
Jul 2021	Shellnut	RV17728/Check 251513	5,000
Nov 2021	Faulkner	RV18168/Check 254147	<u>20,000</u>
			<u>\$70,000</u>

I propose we add a resolution to the formal agenda authorizing the appropriation from the City's General Fund of \$70,000 payable to the MB BOE to be used for the construction of Pickleball courts to be available for the general public.

--

Steven Boone
City of Mountain Brook
P. O. Box 130009
Mountain Brook, AL 35213-0009
Direct: (205) 802-3825
Facsimile: (205) 874-0611

RESOLUTION NO. 2023-017

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby grants a sewer easement to the Jefferson County Commission, in the form as attached hereto as Exhibit A subject to such minor revisions that may be determined appropriate by legal counsel, with respect to the Crestline Elementary Gymnasium project.

ADOPTED: This 23rd day of January, 2023.

Council President

APPROVED: This 23rd day of January, 2023.

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 January 23, 2023, as same appears in the minutes of record of said meeting.

City Clerk



Heather Richards <richardsh@mtnbrook.org>

FW: Crestline Elementary Renovations and Add

Sam Gaston <gastons@mtnbrook.org>
To: Heather Richards <richardsh@mtnbrook.org>

Fri, Jan 20, 2023 at 9:05 AM

Add this to the formal agenda.

Sam S.Gaston
City Manager
City of Mountain Brook, AL.
56 Church Street
P.O. Box 130009
Mountain Brook AL. 35213
(205) 802-3803 Phone
www.mtnbrook.org



From: Corey Shoop [mailto:corey.shoop@gmcnetwork.com]
Sent: Thursday, January 19, 2023 9:49 AM
To: Sam Gaston
Cc: PREWITT, THOMAS (TOMMY); Culwell, Mike
Subject: Crestline Elementary Renovations and Add

Sam,

We are having to extend the existing sewer main in the Crestline fields over to the school site to serve the new gym. Because the field property is owned by the city, the easement that will be granted as part of the main extension will need to be approved by the City and not the school board. I've attached a copy of the deed for review and a copy of the current plan for context. I believe the main question is who needs to sign whether it be the Mayor, or you as the City Manager. Please give me a call with any questions.

Thanks,

Corey Shoop, PE
Design Manager/Project Manager, Engineering

This instrument prepared by:
Corey Shoop, P.E.
Goodwyn Mills Cawood, LLC
2400 5th Avenue South Suite 200
Birmingham, AL 35233

STATE OF ALABAMA)

JEFFERSON COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of One and no/100s Dollars (\$1.00) cash in hand paid by Jefferson County, the receipt whereof is hereby acknowledged, we the undersigned, do hereby grant, bargain, sell and convey unto the said Jefferson County, Alabama, its successors and assigns, a right-of-way and easement for sanitary sewer purposes, including the installation and maintenance of sewer pipelines, underground and on the surface, and underground and surface support facilities, including stations, access points, stubouts and manholes, said right-of-way and easement being located in Jefferson County, Alabama and described as follows, to-wit:

Commence at the Southwest corner of Lot 13 of Crestline Heights per plat recorded in Map Book 7, Page 16 in the Office of the Judge of Probate of Jefferson County, Alabama; thence run along the Northern line of said lot Northeasterly, 157.85 feet to the **Point of Beginning** of the centerline of a 20' Sanitary Sewer Easement, being 10' on each side of said centerline, herein described; thence departing said Northern lot line turn left a deflection angle of 90°50'48" and run 54.69 feet along said centerline to the terminus of said easement.

Said easement lying and being situated in Section 4, Township 18 South, Range 2 West, Jefferson County, Alabama, and contains 1,093.90 S.F., more or less.

For the consideration aforesaid, the undersigned do grant bargain sell and convey unto the said County the right and privilege of a perpetual use of said lands for such public purpose, together with all rights and privileges necessary or convenient for the full use and enjoyment thereof, including the right of ingress to and egress from said strip and the right to cut and keep clear all trees, undergrowth and other obstructions on the lands of the undersigned adjacent to said strip when deemed reasonably necessary for the avoidance of danger in and about said public use of said strip, and the right to prohibit the construction or Maintenance of any improvement or obstruction (except fencing) or the placement of spoil or fill dirt and/or heavy equipment over or on top of the easement/right-of-way without the written permission of the Jefferson County Commission or its authorized agent.

In consideration of the benefit to the property of the undersigned by reason of the construction of said sewer facility, the undersigned hereby release Jefferson County, the State of Alabama, and/or the United States of America, and/or any of their agents, from all damages present or prospective to the property of the undersigned arising or resulting from the construction, maintenance and repair of said improvement, and the undersigned do hereby admit and acknowledge that said sewer facility, if and when constructed, will be a benefit to the property of the undersigned.

The undersigned covenant with said Jefferson County that the undersigned are seized in fee-simple of said premises and have a good right to sell and convey the same and that the same are free from all encumbrances, and the undersigned will warrant and defend the title to the aforegranted strip of ground from and against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this _____ day of _____, 20__.

City of Mountain Brook

BY: _____

ITS: Mayor _____

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, THE UNDERSIGNED AUTHORITY, in and for said County, in said State, hereby certify that _____ whose name as _____ of the _____ a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, (he/she), as such officer, and with full authority, has executed the same voluntarily for and as the act of said Corporation.

Given under my hand and official seal, this _____ day of _____, 20__.

My commission expires _____.

Notary Public

