

**PRE-MEETING AGENDA  
MOUNTAIN BROOK CITY COUNCIL**

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

**MARCH 13, 2023, 6:00 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 03132023)**

1. BZA appointment-Tyler Slaten (See attached information. This item may be added to the formal agenda.)
2. Junior High Field Project bids-John Bricken of GMC (See attached information. This item may be added to the formal agenda.)
3. “Small Car Only” parking spaces on Cahaba Road at Brook Manor Drive-Chief Loggins (See attached information. This item may be added to the formal agenda.)
4. Request by Schoel Engineering for additional fees for consulting services on the Junior High drainage project-Walter Schoel of Schoel Engineering (See attached information. This item may be added to the formal agenda.)
5. Executive Session

**CITY OF MOUNTAIN BROOK**



**Tyler Slaten**  
**Senior Planner**  
56 Church Street  
Mountain Brook, Alabama 35213  
Telephone: 205/802-3811  
Fax: 205.879.6913  
hazend@mtnbrook.org  
www.mtnbrook.org

**DATE:** March 13, 2023

**TO:** Mayor, City Council & City Manager

**FROM:** Tyler Slaten, City Planner

**RE:** BZA Term Appointment

Norman Orr's BZA term expires on March 24, 2023; Mr. Orr has expressed a wish to continue to serve on BZA, and the BZA members have unanimously recommended that he renew for another term.



# BRADLEY J. CAIN

2916 Pump House Road, Birmingham, AL. 35243

(p): 205.807.2430

(e): bradleyjcain@gmail.com

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## PROFESSIONAL EXPERIENCE

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**NAPHCARE, INC., BIRMINGHAM, AL.**

**2007 to present**

*Executive Vice President & Chief Legal Officer*

- ★ *Serve as chief legal officer, compliance officer, secretary and operational strategist for national 2000+ employee company transacting business and providing health services in over 30 states*
- ★ *Ensure compliance of all federal, state and local regulations governing the provision of health care, electronic health records, pharmaceutical distribution, governmental contracting, software services, intellectual property, employment, and general business practices*
- ★ *Assisted with significant growth of company's revenues over the last ten years by implementation of proactive policies and procedures, contract compliance measures, and risk and litigation management protocols*
- ★ *Direct responsibility for company's Legal, Employee Benefits, Insurance and Aviation Departments*
- ★ *Oversight of transactional matters, request for proposal responses, risk management, multi-jurisdiction litigation management, corporate compliance, traditional insurance coverage for business operations as well as captive insurance management*
- ★ *Provide daily strategic guidance to Operations, Sales, Marketing, Human Resources and IT Departments to ensure daily operational, risk management and contract compliance*
- ★ *Oversee all labor and employment matters including union collective bargaining agreement compliance*
- ★ *Oversight of company lobbying activities and lobbying compliance throughout the United States*

**CARR ALLISON, BIRMINGHAM, AL.**

**2005 to 2007**

*Attorney*

**WAINWRIGHT, POPE & McMEEKIN, BIRMINGHAM, AL.**

**2003 to 2005**

*Attorney*

**10<sup>TH</sup> JUDICIAL CIRCUIT, STATE OF ALABAMA, BIRMINGHAM, AL.**

**2002 to 2003**

*Law Clerk to the Hon. J. Scott Vowell, Presiding Judge*

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## EDUCATION

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- |             |  |
|-------------|--|
| <b>2010</b> | <b>Graduate Certificate</b><br><i>The University of North Carolina at Chapel Hill, Kenan-Flagler Business School</i> |
| <b>2002</b> | <b>Juris Doctor</b><br><i>Birmingham School of Law</i>   |
| <b>1999</b> | <b>Bachelor of Science</b><br><i>Troy University</i>   |

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## BAR ADMISSIONS

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- ★ *Alabama*
- ★ *District of Columbia*

## **ORGANIZATIONS AND MEMBERSHIPS**

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- ★ *Admitted to the United States District Court for the Northern District of Alabama*
- ★ *Admitted to the United States District Court for the Middle District of Alabama*
- ★ *Admitted to the United States District Court for the Southern District of Alabama*
- ★ *Admitted to the United States Circuit Court of Appeals, Eleventh Circuit*
- ★ *Registered Mediator with Alabama Center for Dispute Resolution*
- ★ *American Bar Association-Member*
  - ★ *Vice Chair-ABA YLD Corporate Counsel Committee, 2010-2012*
  - ★ *Chair-ABA YLD Health Law Committee, 2008-2009*
  - ★ *Vice Chair-ABA YLD Labor and Employment Committee, 2006-2008*
- ★ *Alabama State Bar Judicial Liaison Committee, 2009-2010*
- ★ *Birmingham Bar Association-Member*
  - ★ *Birmingham Bar Association Grievance Committee, 2016, 2017, 2018*
  - ★ *Birmingham Bar Association Medical Liaison Committee, 2006, 2009-2011, 2014, 2015*
  - ★ *Birmingham Bar Association Fee Arbitration Committee, 2013*
  - ★ *Birmingham Bar Association Crisis Relief Committee, 2012*
  - ★ *Birmingham Bar Association Attorney Transition Committee, 2011*
  - ★ *Birmingham Bar Association Future Leaders Task Force, 2010*
  - ★ *Birmingham Bar Association Joint Services Activities Task Force, 2010*
  - ★ *Birmingham Bar Association Fee Arbitration Committee, 2007*
  - ★ *Birmingham Bar Association Membership Committee, 2005*
- ★ *Defense Research Institute-Member*
  - ★ *Defense Research Institute-Liaison for YL Workers' Compensation Committee, 2005*
  - ★ *Council on Litigation Management Professional Liability Committee, 2009-2013*
- ★ *Alabama Defense Lawyers Association-Member*

## **ACCOMPLISHMENTS & COMMUNITY ACTIVITIES**

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- ★ *Alabama Electronic Overseas Voting Advisory Committee Member-Appointed by Governor*
- ★ *Named C-Suite award winner by Birmingham Business Journal*
- ★ *Named Outstanding Corporate Counsel by Birmingham Business Journal*
- ★ *Named Top Attorney in health care category by Birmingham Magazine*
- ★ *Martindale-Hubbell AV Preeminent Rating*
- ★ *Children's Hospital of Alabama Committee for the Future Class of 2015-Member*
- ★ *UAB Leadership Class of 2011-Member*
- ★ *UAB Professional Advisory Council-Member 2011-2013*
- ★ *Jefferson-Blount-St. Clair Mental Health Authority-Board Member*
- ★ *Birmingham MS Leadership Class Advisory Council-Member*
- ★ *Birmingham MS Leadership Class of 2010-Member*
- ★ *Birmingham Bar Association Future Leaders Forum, Inaugural Class of 2009*
- ★ *Birmingham Volunteer Lawyers Program-Pro Bono Volunteer*
- ★ *Kid One Transport-Board Member and current Board President*
- ★ *Hand in Paw-Junior Board Member 2009-2014*
- ★ *Episcopal Diocese of Alabama Companion Diocese of Haiti Commission-Board Member*
- ★ *Episcopal Place-Board Member and current Board President*
- ★ *Episcopal Place Gumbo Gala Co-Chair for 2014 and Chair for 2015*

# City of Mountain Brook

## Public Service Opportunities

City government depends heavily on residents who volunteer their time and energy to participate as member of boards, commissions, and committees. The involvement of residents is important to setting the direction of Mountain Brook's future.

### Introduction

Please read through the following information to find the board, commission, or committee that best fits your interests, talents, and/or experience. More information on each board can be found online at [www.mtnbrook.org](http://www.mtnbrook.org). Please fill out one application per board if you are interested in more than one. Applications are accepted at any time and held for approximately 3 years. The City Council appoints all of the positions as the terms expire, with the exception of the Planning Commission, which are appointed by the Mayor. All applications and/or inquiries should be submitted on the website ([www.mtnbrook.org](http://www.mtnbrook.org)) under Government > Get Involved > Boards and Committees > Apply here. Complete the application and upload it with your resume.

### Qualifications and Expectations

- Must be residents of the City of Mountain Brook for at least one year.
- Serve without compensation
- Cannot serve on more than one board, commission, or committee simultaneously
- Must be an active participant and attend most of the scheduled meetings

### Boards, Commissions, and Committees

#### **Planning Commission (PC)**

The Planning Commission reviews a variety of public hearing requests to ensure proposed property improvement projects meet all the guidelines and legal requirements set forth by the City. These include both residential and commercial projects.

Meets: First Monday of each month at City Hall at 5:30 pm.

Positions: 7

Term: 6 years

City Contact: Planning, Building, and Sustainability, Dana Hazen [hazend@mtnbrook.org](mailto:hazend@mtnbrook.org)

Tammy Reid [reidt@mtnbrook.org](mailto:reidt@mtnbrook.org)

## Village Design Review Committee (VDR)

The Village Design Review Committee reviews applications for commercial building design and signage within the villages to maintain the cohesive aesthetic uniquely established for each village. Examples of these cases could involve new or renovated facades, awnings, windows, or signage.

Meets: Third Wednesday of each month at City Hall at 8:00am

Positions: 7

Term: 3 years

City Contact: Planning, Building, and Sustainability, Dana Hazen [hazend@mtnbrook.org](mailto:hazend@mtnbrook.org)

Tammy Reid [reidt@mtnbrook.org](mailto:reidt@mtnbrook.org)

## Board of Zoning Adjustment (BZA)

The Board of Zoning Adjustment reviews requests for variances to the Zoning Regulations to ensure that these requests do not negatively impact the surrounding neighborhood. Some variances are necessary due to unusual circumstances such as parcel shape, size, or topography. Some examples of this include deviation from building setbacks and height limits.

Meets: Third Monday of each month at City Hall at 5:00 pm

Positions: 7

Term: 3 years

City Contact: Planning, Building, and Sustainability, Dana Hazen [hazend@mtnbrook.org](mailto:hazend@mtnbrook.org)

Tammy Reid [reidt@mtnbrook.org](mailto:reidt@mtnbrook.org)

## Emmet O'Neal Library Board

The Emmet O'Neal Library Board oversees all matters dealing with the city's library. This includes programs, events, and building improvements.

Meets: Third Tuesday of each month at Emmet O'Neal Library at 4:30 pm

Positions: 5

Term: 4 years

City Contact: Emmet O'Neal Library - Lindsay Gardener [lgardner@eolib.org](mailto:lgardner@eolib.org)

## Parks and Recreation Board (Park Board)

The Park Board is an advisory board for the Parks and Recreation Department and provides guidance on the use and maintenance of city parks and athletic facilities. They help prioritize park improvement projects, provide input on sports agreements and field use, and review special projects within the parks and traffic islands.

Meets: Second Tuesday of each month at City Hall at 5:00 pm

Positions: 9

Term: 5 years

City Department Contact: Parks and Recreation - Shanda Williams [williamssh@mtnbrook.org](mailto:williamssh@mtnbrook.org)

## Board of Landscape Design (BLD)

The Board of Landscape Design strives to provide services that are designed to support the City's efforts to maintain and sustain Mountain Brook's community forest. Their goal is to have trees that are healthy, well placed, and attractive on both public and private property throughout the city.

Meets: Third Tuesday of each month at City Hall at 5:15 pm

Positions: 7

Term: 3 years

City Contact: City Arborist - Michael Gill [gillm@mtnbrook.org](mailto:gillm@mtnbrook.org)

## Board of Education (BOE)

The Board of Education reviews all matters dealing with the school system.

Meets: Second Monday of each month at the Board of Education Building at 3:30 pm

Positions: 5

Term: 5 years

Contact: Board of Education - Richard Barlow [barlowd@mtnbrook.k12.al.us](mailto:barlowd@mtnbrook.k12.al.us)

## Editorial Board

The Editorial Board is responsible for the publication of the city newsletter, The Reporter.

Meets: Eight (8) times a year, at the call of the Chairman

Positions: 4

Term: NA

Contact: City Manager – Sam Gaston [gastons@mtnbrook.org](mailto:gastons@mtnbrook.org)

## Finance Committee

The Finance Committee reviews the proposed budget each year and submits recommendations to the City Council. They may also review any other fiscal matter requested by the City Council throughout the year.

Meets: Annually in July/Aug, and as needed

Positions: 7

Term: 4 years

City Contact: Finance Department - Steven Boone [boones@mtnbrook.org](mailto:boones@mtnbrook.org)

## City of Mountain Brook Public Service Application

Date: 5/6/21 Name Hunter Nichols

Phone Number: ( 205 ) 613      - 3513 Email: ehunternichols@gmail.com

Address: 22 Peachtree Street Mtn Brook AL 35213  
Street City State Zip Code

How long have you been a resident of Mountain Brook? over 10 years

Which Board/Commission/Committee are you applying for? (check only one)

Planning Commission	<b>Board of Zoning Adjustments</b>	Board of Landscape Design
Village Design and Review	Board of Education	Parks and Recreation Board
Editorial Board	Finance Committee	Emmet O'Neal Library Board

### Previous Board Appointments

Please list any current or previous board appointments you have held for the City of Mountain Brook.

Name of Board	Dates Served

### Community Activities

Please list any current or past experience you have with civic, fraternal, volunteer, non-profit organizations in which you are or have been active.

Name of organization	Dates Served	Title, Specific Projects, or Other Info.
Birmingham Hospitality Network	2008-present	Volunteer
National Multiple Sclerosis Society	2006-2009	Development Manager
Laps for Cystic Fibrosis	2009	Director, Splash for CF National Program
Boy Scouts	1994-present	Eagle Scout, Assisted Reading Program Over the Mountain Area
VSA	2007-2012	VSA of Alabama Special Needs Artist Volunteer
Youth Sports	2019-present	Coach/Asst. Coach for soccer, baseball
MBBC	2009-present	Associate Deacon

### Appointment Interest



Please provide a brief statement describing your interest in serving on the selected board.

I want to be involved in the city and help however I can. I realize that Mountain Brook is a special place and I want to use my many skills to be of service. Maintaining quality neighborhoods is of the utmost importance to me and making sure we follow zoning regulations as much as possible is a great way to accomplish that.

What specific objectives would you work towards as a member of the selected board?

I would try to work towards honoring the zoning regulations as much as possible.

Summarize your qualifications that you believe would benefit the selected board. Include education, experience, licenses, etc. You may attach a resume also.

I am an attorney who has experience regarding real estate matters. I also have experience with construction.

### **Certification**

By initialing here ( \_\_\_ ehn \_\_\_ ), I certify the following:

I am a resident of Mountain Brook

I understand the commitment requirements for the board for which I am applying.

I understand that I will be serving without compensation.

I will report to the city if a conflict of interest arises or something changes that would affect my membership on the Board.

I will keep an open mind and consider all sides of issues presented to the board.

I understand that this application and appointment will become public record.

Hunter Nichols  
Printed Name of Applicant

  
Signature

5/6/21

Date

Note: If additional space is needed to complete the application, you may either write on the back of one of the pages or add additional pages. You may also attach any valid documentation you feel necessary to give us a better understanding of your qualifications. This includes a resume, copy of licenses or degrees, etc.  
Submit the application to: [www.mtnbrook.org](http://www.mtnbrook.org) or Sam Gaston, City Manager at [gastons@mtnbrook.org](mailto:gastons@mtnbrook.org)

Applications will be kept for three years from the date listed on the front page. You will need to re-apply periodically if you are still interested in serving on any of the boards. If your contact information changes within the three years, please submit a new application.

# E. Hunter Nichols, Esq.

205-613-3513 ehunternichols@gmail.com

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## **CAREER OBJECTIVE**

Results-driven professional with years of experience in nonprofit management, law, communications and business seeking an executive position. I have worked in many different areas of law, raised millions of dollars for local charities and have worked for national organizations to help craft and deliver a message. I have dealt with employees, logistics, budgeting, marketing, sales and other complex situations across the country. With years of experience in a number of different areas, I have the creativity and strategic thinking to be adaptable in the marketplace and bring results.

## **SKILLS**

Writing	Strategic Communications	Risk Management and Compliance
Recruitment	Public Speaking	Event Management
Leadership	Dispute Resolution	Project Management
Development	Litigation/Discovery	Fundraising

## **EDUCATION**

### **Cumberland School of Law, Samford University**

Juris Doctor

### **Auburn University**

Bachelor of Arts in Mass Communication, Business Concentration

## **EXPERIENCE**

### **Hunter Nichols Attorney at Law 2012-Present**

*Attorney/Consultant*

- Conduct large-scale trial discovery preparation for major companies and legal memoranda regarding various legal issues.
- Provide guidance on matters regarding Real Estate Commercial/Residential, Nonprofit Fundraising, Business, Compliance, Employment/Human Resources, Trial Discovery, and Alternative Dispute Resolution.

### **Equal Employment Opportunity Commission 2012-2013**

*Clerk, Mediation and Legal Division*

- Research and analysis of pending cases for Legal Division and participate in mediation with Charging Party and Respondent.

### **10th Judicial Circuit of Alabama State Court Summer 2011**

*Clerk, Judge Teresa Pulliam, Criminal Division*

- Performed legal research on capital murder punishment and Alabama Rules of Criminal Procedure Rule 32 motions.
- Analyzed various motions and relayed opinions to Judge while also observing pretrial practices and jury trials.

### **Alabama State Bar Summer 2010**

*Clerk, Volunteer Lawyers Program*

- Performed client interviews and evaluated cases for representation. Developed educational and promotional materials.

### **Laps for Cystic Fibrosis Foundation 2009-2010**

*Director, Splash for Cystic Fibrosis*

- Managed and recruited for nationwide fundraising and outreach campaign benefiting hospitals and children with cystic fibrosis and tailored regional campaigns to local economic conditions to optimize performance. Left to start law school.

### **National Multiple Sclerosis Society 2006-2009**

*Development Manager*

- Managed numerous fundraising events across Alabama raising millions of dollars. Responsible for organizing, community relations, logistics, media, event management, and public relations. Recruit staff. Participated in capital campaigns, grant development and major gifts.

**Appalachian University Systems 2003-2006**

*Quality Assurance Liaison*

- Liaison for development companies and supervised mass installation logistics at colleges throughout country to ensure adherence to deadlines.
- Managed, recruited and trained staff to effectively complete assignments.

**United States Golf Association 2002-2003**

*P.J. Boatwright Fellow*

- Chosen for selective one-year fellowship to organize and operate USGA tournaments.
- Implemented major website/electronic database overhaul, marketing campaign and increase in media participation.
- Managed staff for multiple statewide tournaments.

**CNN, Features Department 2001-2002**

*Unit Clerk, Sci/Tech and Environmental Unit*

- Involved in research, writing, video editing and filming of segments for Environmental and Technology feature shows.

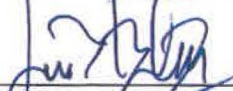
**ACTIVITIES AND SERVICE**

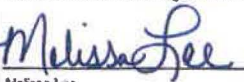
Boy Scouts Troop 96 alumni and supporter  
Associate Deacon, Mountain Brook Baptist Church  
Birmingham Hospitality Network volunteer  
VSA of Alabama Special Needs Artist  
Youth Sports Coach

**Eagle Scout Award**

MOUNTAIN BROOK JUNIOR HIGH ATHLETIC FIELD GMC Project No. LMBHM220030	Stone Building	Duncan & Thompson	Sports Turf Company	
	8011 Liberty Parkway, Suite 201 Vestavia Hills, AL 35242	520 Mineral Trace, Suite D Hoover, AL 352	1487 Black Dirt Road Whitesburg, GA 30185	
BID DATE: March 7, 2023  2:00 PM  Page 1 of 1	AL LICENSE NO.: 51438 BID BOND BY: Fidelity & Deposit Co. of Maryland NOTATIONS: <b>Deduct (\$230,782)</b> <u>ITEMS RECEIVED</u>	AL LICENSE NO.: 22254 BID BOND BY: Travelers Casualty & Surety Co. NOTATIONS: <b>Deduct (\$165,336)</b> <u>ITEMS RECEIVED</u>	AL LICENSE NO.: 22316 BID BOND BY: Philadelphia Indemnity Insurance Co. NOTATIONS: None <u>ITEMS RECEIVED</u>	AL LICENSE NO.: BID BOND BY: NOTATIONS: <u>ITEMS RECEIVED</u>
	<input checked="" type="checkbox"/> PROPOSAL FORM <input checked="" type="checkbox"/> BID BOND <input checked="" type="checkbox"/> ATTACHMENT A <input type="checkbox"/> ATTACHMENT B <input checked="" type="checkbox"/> ATTACHMENT C <input type="checkbox"/> E-VERIFY <input checked="" type="checkbox"/> ACKNOWLEDGED ADDENDA 1-5	<input checked="" type="checkbox"/> PROPOSAL FORM <input checked="" type="checkbox"/> BID BOND <input checked="" type="checkbox"/> ATTACHMENT A <input type="checkbox"/> ATTACHMENT B <input type="checkbox"/> ATTACHMENT C <input type="checkbox"/> E-VERIFY <input checked="" type="checkbox"/> ACKNOWLEDGED ADDENDA 1-5	<input checked="" type="checkbox"/> PROPOSAL FORM <input checked="" type="checkbox"/> BID BOND <input checked="" type="checkbox"/> ATTACHMENT A <input type="checkbox"/> ATTACHMENT B <input checked="" type="checkbox"/> ATTACHMENT C <input type="checkbox"/> E-VERIFY <input checked="" type="checkbox"/> ACKNOWLEDGED ADDENDA 1-5	<input type="checkbox"/> PROPOSAL FORM <input type="checkbox"/> BID BOND <input type="checkbox"/> ATTACHMENT A <input type="checkbox"/> ATTACHMENT B <input type="checkbox"/> ATTACHMENT C <input type="checkbox"/> E-VERIFY <input type="checkbox"/> ACKNOWLEDGE ADDENDUM 1-5
	BIDS NOTATIONS SUB-TOTALS	BIDS NOTATIONS SUB-TOTALS	BIDS NOTATIONS SUB-TOTALS	BIDS NOTATIONS SUB-TOTALS
<b>BASE BID</b>	\$4,100,000 <b>(\$230,782)</b> \$3,869,218	\$3,740,570 <b>(\$165,336)</b> \$3,575,234	\$3,362,906	
<b>Alternate # 1</b> Sports Field Lighting	\$251,286	\$265,580	\$228,850	
<b>Alternate # 2</b> Tennis Court Lighting	\$120,081	\$127,590	\$96,880	
<b>Alternate # 3</b> Restroom Building	\$186,477	\$139,260	\$301,364	
<b>Total Base Bid &amp; Alternates</b>	\$4,427,062	\$4,107,664	\$3,990,000	

I certify that the above bids were received sealed and were publicly opened and read aloud at the time and place indicated and that this is a true and correct tabulation of all bids received for this project.

  
 John B. Bricken III  
 Alabama Registration No. 538

Sworn before me this 8th day of March 2023  
  
 Melissa Lee  
 My Commission expires 4/22/23





Mountain Brook Police Department  
Chief Jaye Loggins  
101 Tibbett Street  
Mountain Brook, Alabama 35213  
Phone: 205.879.0486  
Fax: 205.802-2415

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March 9, 2023

Mountain Brook City Council  
City Manager Mr. Sam Gaston  
56 Church Street  
Mountain Brook, AL 35213

Greetings,

As Chief of Police, I am submitting this letter as a recommendation and authorization to declare the first two parking spaces north of Brook Manor Drive on the western side of Cahaba Road as "Small Car Only". It has been determined that the vision of persons turning from Brook Manor Drive onto Cahaba Road is obstructed when larger types of vehicles are parked in the two spaces. It is believed that the "Small Car Only" designation of the two parking spaces will allow those turning from Brook Manor Drive to have a larger sight distance of Cahaba Road in order to enter the intersection completing a turn onto Cahaba Road. I request that the proper signage be authorized to properly mark the two identified spaces as "Small Car Only". The recommendation and authorization is based off of Mountain Brook City Ordinance Sec. 50-113. I have included the city ordinance with this letter for your convenience. I have also included a map of the intersection indicating the spaces to be changed marked with a red colored "x". Thank you in advance for your attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Jaye Loggins", is positioned above the printed name.

Jaye Loggins  
Chief of Police

Sec. 50-113. - Parking of oversized vehicles.

(a) Parking restrictions authorized. The chief of police of the city or his designee shall be and hereby is authorized to limit, restrict, or regulate the type of vehicle that is authorized to use public parking places, spaces, or lanes if the chief of police or his designee shall determine that the size, configuration, angle, or location of the public parking lane, space, or place cannot accommodate vehicles of certain types, sizes, or dimensions without impairing or adversely affecting public safety or convenience. Upon identifying said public parking places, spaces, or lanes, the chief of police shall be and hereby is authorized to mark or indicate by appropriate signage, lettering, painting, striping, or other customary means of providing such notice of the restriction, limitation, or prohibition that shall apply to the parking place, space, or lane.

(b) Violations. It shall be a violation of the terms of this section for an operator of a motor vehicle to park, stop, or stand a vehicle that does not conform to the restrictions, limitations, or prohibitions in a public parking place, space, or lane designated and marked as heretofore described.

(Code 1996, § 12-65.7; Ord. No. 1544, §§ 1—3, 8-12-2002)



Chester Rd

Cahaba Rd

Cahaba Rd

Cahaba Rd

2332

2334

Brook Manor Dr

Brook Manor Dr

S Chester Rd

Mt Burch  
Mountain Brook

Davenport's Pizza Palace -  
Mountain Brook  
Pizza • 66

Trocadero

The Cook Store of  
Mountain Brook  
Kitchen supply store

Wells Fargo Bank

2863

Mountain Brook  
Plastic Surgery, Long...

Over the Mountain  
Dentistry | Dr. Carter D...

2900

2904



# Agreement for Additional Consulting Services

## Mountain Brook Junior High Drainage Improvements Study and Design

March 9, 2023

This AGREEMENT, entered into by and between **The City of Mountain Brook, Alabama**, hereinafter referred to as the **Client**, and **Schoel Engineering Company, Inc.**, hereinafter referred to as the **Consultant**, is for additional Consulting Services associated with the drainage improvements at Mountain Brook Junior High located in Mountain Brook, Alabama.

### PROPOSED SCOPE & SERVICES

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#### 1. Additional Construction Administration

The Consultant will perform additional Construction Administration and Coordination throughout the duration of the project as it relates to the ongoing and upcoming School Projects. The Consultant will facilitate meetings with the project Team on a regular basis and as needed with the neighbors, Client, Contractor, and others. The Consultant will work with the Contractor and Client in solving any minor construction related problems that may arise. The detailed scope is as follows:

- Coordinate with neighbors throughout construction and participate in meetings as needed
- Facilitate bi-weekly OAC meetings throughout duration of construction
- Coordination with ongoing and upcoming School projects and participate in meetings as needed
- Construction observation to be performed on an as-needed basis and at the direction of the Client
- Minor construction-related revisions – Revisions required to coordinate with the upcoming field project

**Lump Sum Fee**     \$ 10,100

#### 2. Additional Design and Modeling of Downstream Improvements Due to Landowner Questions

The Consultant would perform additional hydraulic modeling of the proposed drainage improvements downstream of the Junior High. Options for improvements to the downstream ditch would be examined. Flow computations and evaluation of downstream conditions would be performed. A brief study report would document the findings. The detailed scope is as follows:

- Coordinate as required with Client
- Update hydrologic and hydraulic models
- Study options of improvements to the existing ditch
- Develop preliminary design for review and approval by the Client
- Perform model runs to examine impacts on downstream properties
- Prepare brief study report

**Lump Sum Fee**     \$ 4,300

### FEE SUMMARY

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1. Additional Construction Administration	\$ 10,100
2. Additional Design and Modeling of Downstream Improvements Due to Landowner Questions	\$ 4,300

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 12/31/2023**

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Senior Principal	\$ 325.00 per hour
Principal	\$ 215.00 per hour
Survey Field Crew	\$ 195.00 per hour
Department Manager/Chief Land Surveyor	\$ 185.00 per hour
Senior Project Manager	\$ 175.00 per hour
Project Manager	\$ 150.00 per hour
Senior Professional	\$ 150.00 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	\$ 105.00 per hour
Designer 1 / Drafter 1 / Specialist 1	\$ 95.00 per hour
Administrative/Technical Support	\$ 85.00 per hour

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.

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**GENERAL TERMS AND CONDITIONS**

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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.

*(Signature Page Follows)*

Whereas, the undersigned, duly authorized representatives of the parties execute this Agreement on behalf of their respective organization on the date(s) shown below.

**CITY OF MOUNTAIN BROOK, ALABAMA (CLIENT)**

By: \_\_\_\_\_  
Stewart H. Welch III

Its: Mayor

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

**SCHOEL ENGINEERING COMPANY, INC. (CONSULTANT)**

By: Wals Walt  
Walter Schoel III

Its: CEO

Date: March 9, 2023

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:** \_\_\_\_\_

## Sam Gaston

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**From:** Taylor Schoel <tschoel@schoel.com> on behalf of Taylor Schoel  
**Sent:** Thursday, March 09, 2023 1:32 PM  
**To:** Sam Gaston; Jess Sirkin; Ronald Vaughn  
**Cc:** Walter Schoel III; Mark Simpson; Whit Colvin; Ben Presley; Tony Davis  
**Subject:** RE: Proposed Additional Services Request for MBJH Project  
**Attachments:** Mountain Brook Junior High Drainage Improvements add 2.pdf

Sam,

See attached for an updated proposal. Scope item #3 has been removed. My justification for the additional construction administration time is below.

- We had a construction administration phase in our initial proposal (see the screenshot below from the original proposal). But, when we estimated the fee, we did not anticipate the added effort of dealing so closely with the School Board, B&G, neighbors, and the field project.
- The design scope when we wrote the proposal was only related to the pond expansion and the pipe installation. We then expanded the design scope to include additional work in Hillsdale and Richmar. The CA budget needs to be adjusted to account for the expanded project limits and duration.
- The original scope also did not account for leading regularly scheduled OACs throughout the duration of construction. Our team is currently leading bi-weekly OAC meetings that will continue through the end of the project in late July.
- The complex phasing of the project and how the schedule had to extend to work with the School project and the School's operation also is going to require more work than assumed.
- Additional coordination with the surrounding neighbors has also been required and is ongoing. This includes frequent meetings and correspondence regarding questions/concerns surrounding the work associated with the project.
- All the added coordination has required significantly more effort than anticipated and we are essentially out of budget with months of work to go.

### 3. Construction Administration

The Consultant will perform Construction Review to evaluate the Contractor's general conditions and specifications. The Consultant will review Shop Drawings, and work with the Contractor in solving any minor construction related problems that may arise. The Consultant will provide a 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 upon by the Client

Lump Sum Fee \$ 4,500