

**MEETING AGENDA
MOUNTAIN BROOK CITY COUNCIL**

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

MAY 22, 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 05222023).

1. Dr. Brian Christine, District 5 Jefferson County Commission candidate, to address council
2. Consideration: Resolution expressing gratitude to David P.B. Price for his service on the Parks and Recreation Board
3. Mountain Brook Chamber of Commerce Semi-Annual Report
4. Approval of the minutes of the May 8, 2023, regular meeting of the City Council.
5. Consideration: Resolution authorizing an agreement for consulting services with Schoel Engineering with respect to the Mountain Lane and Montevallo Lane Area Drainage Improvements project.
6. Consideration: Resolution approving the property swap with the Mountain Brook Board of Education with respect to the Tot Lot and Crestline field
7. Consideration: Resolution awarding the bid for the Jemison Park Trail project to CS Beatty Construction.
8. Consideration: Resolution authorizing the cost sharing agreement with the City and the Friends of Jemison Park with respect to the Jemison Park Trail project.
9. Consideration: Resolution accepting the proposal submitted by Stone and Sons Electrical Contractors for the flashing beacon and sign on Overton Road near North Woodbridge Road.
10. Consideration: Resolution executing a contractor agreement with Net Connection LLC with respect to the installation of bay batting cages and frames located at Cherokee Bend Elementary
11. Consideration: Ordinance declaring the Crestline field property as surplus and authorizing the title transfer to the Mountain Brook Board of Education
12. Comments from residents and attendees
13. Announcement: The next regular meeting of the City Council is June 12, 2023 at 7:00 p.m.
14. Adjourn

**EXPRESSION OF GRATITUDE TO DAVID P. B. PRICE
FOR HIS DEDICATED SERVICE TO THE CITY ON THE
PARKS AND RECREATION BOARD**

RESOLUTION NO. 2023-079

WHEREAS, David P. B. Price served with dedicated distinction on the Mountain Brook Parks and Recreation Board from May 27, 2008 through May 27, 2023 and most importantly became the first Parks and Recreation Superintendent of the city of Mountain Brook which position he held from 1983 to 1987; and

WHEREAS, David Price used his time, talent, and influence to provide input and guidance to the Mountain Brook Parks and Recreation Department for future planning for numerous projects, including the creation of Cahaba River Walk and the Sports Complex and Field 1 renovations; improvements to the Mountain Brook Elementary and Cherokee Bend Elementary fields; installation of water fountains and public restrooms to the parks and fields; as well as planning the Jemison Trail and Junior High renovations; and

WHEREAS, David Price has provided generous support of the Mountain Brook youth by mentoring members of Leadership Mountain Brook and Boy Scouts of America on their projects in the parks, two of which are popular dog parks; and

WHEREAS, David Price's expertise and leadership were invaluable as he created the city's first park signs and served as a part of the sign design committee; and

WHEREAS, David Price is known for keeping the Parks and Recreation board on track with Robert's Rules of Order; and

WHEREAS, In David Price's tenure on the Parks and Recreation Board he consistently exhibited a dedication to the natural integrity of Mountain Brook's green spaces that resulted in the continued enrichment of the quality of life for residents and visitors; and

NOW, THEREFORE, BE IT RESOLVED that the City Council and Mayor, on behalf of the residents of Mountain Brook, do publicly thank David Price, for his many years of exemplary service and wish him well in future endeavors.

ADOPTED: This 22nd day of May, 2023.

Council President

APPROVED: This 22nd day of May, 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 May 22, 2023 as same appears in the minutes of record of said meeting.

City Clerk



MOUNTAIN BROOK
CHAMBER OF COMMERCE

Semi-Annual City Council Report

May 22, 2023



2023 MOUNTAIN BROOK CHAMBER OF COMMERCE
BOARD OF DIRECTORS



MILLIE RUDDER
PRESIDENT



JOSEPH BRASWELL
EXECUTIVE VP



LADD TUCKER
GOVERNMENTAL
AFFAIRS



PAIGE ANDREWS
COMMUNITY



KNOX RICHARDSON
COMMUNICATIONS



LEIGH HAVER
MEMBERSHIP



JOHN WILSON
TREASURER



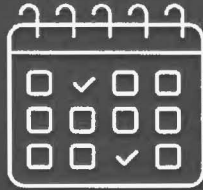
MARTHA GORHAM
SECRETARY

2023 Mountain Brook Chamber Plan of Action



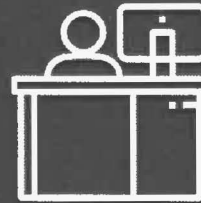
MEMBERSHIP

Engagement,
Recruitment, and
Retention



EVENTS AND TRAINING

Enhancing current
programming and
creating new events



CHAMBER OPERATIONS

Alignment of our
operations to our
mission



MARKETING

Increased marketing
and enhanced
technology

Membership Statistics

466

CURRENT MEMBERS

RIBBON CUTTINGS

17

30

NEW MEMBERS YTD
(58% INCREASE YEAR OVER YEAR)

**MEMBER BUSINESS VISITS
AND MEETINGS**

63

11

**NEW PLATINUM, GOLD, AND SILVER
LEVEL SPONSORS**

**ALABAMA RETAILER OF THE YEAR
NOMINATIONS**

7





CHAMBER CONNECT

February
The Art of Customer Service

March
Social Media Marketing

April
Navigating Senior Transitions

May
Getting Creative with Canva

June
Better Business Bureau Update

July
Media Training 101



Chamber Connect provides our members and the community an opportunity to build valuable workplace, personal, and networking skills.



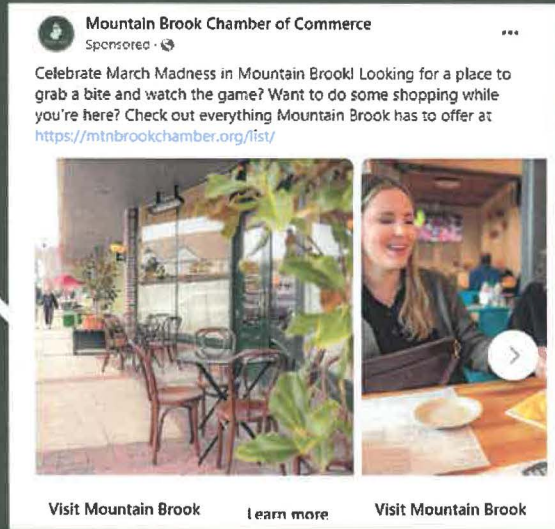


2023 Chamber Operations

- Creation of the Mountain Brook Chamber's next strategic plan
- Review and revision of our current by-laws
- Explore options for our annual publication, *The Official Guide to Mountain Brook*
- Determine the future of the Merchant Relief Fund
- Begin multi-year process of becoming an Accredited Alabama Chamber of Commerce (AACC)
- Office technology and website update
- Explore feasibility of Village Gold moving to a card format

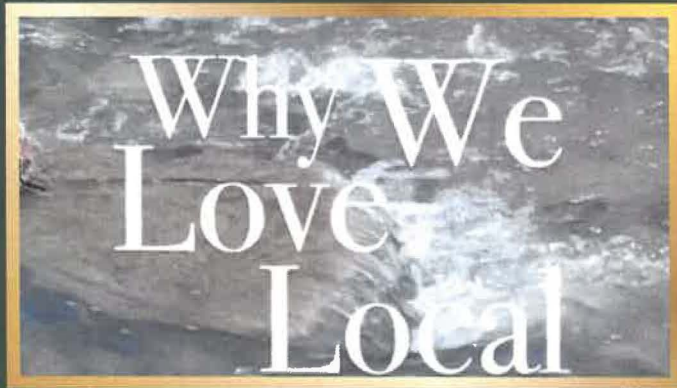
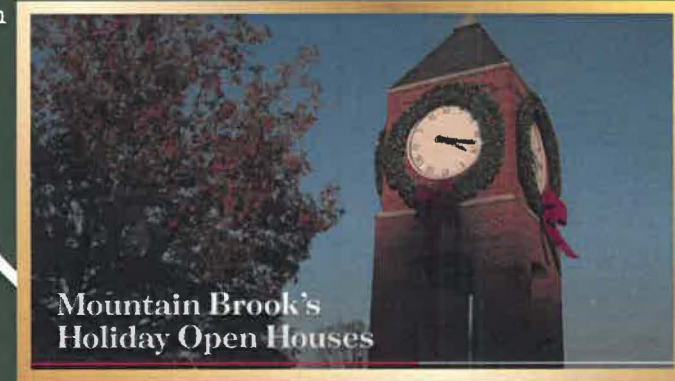
March Madness Campaign Facebook & Instagram

March 2023
7,000 Impressions



Holiday Open Houses Campaign YouTube & Facebook

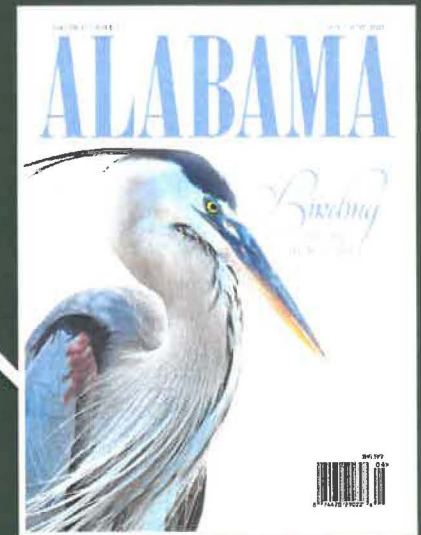
December 2022
35,000 Views



Love Local Campaign YouTube & Facebook

February 2023
21,000 Views

Alabama Magazine Partnership May 2023



Marketing Campaigns



STATE OF THE CITY ADDRESS
NOVEMBER 2022



CRESTLINE VILLAGE HOLIDAY OPEN HOUSE
NOVEMBER 2022



MOUNTAIN BROOK VILLAGE & ENGLISH VILLAGE
DECEMBER 2022



MOUNTAIN BROOK HOLIDAY
DECEMBER 2022



ANNUAL LUNCHEON
JANUARY 2023



20TH ANNUAL V2V RUN
MARCH 2023



MOUNTAIN BROOK EASTER EGG ROLL
APRIL 2023




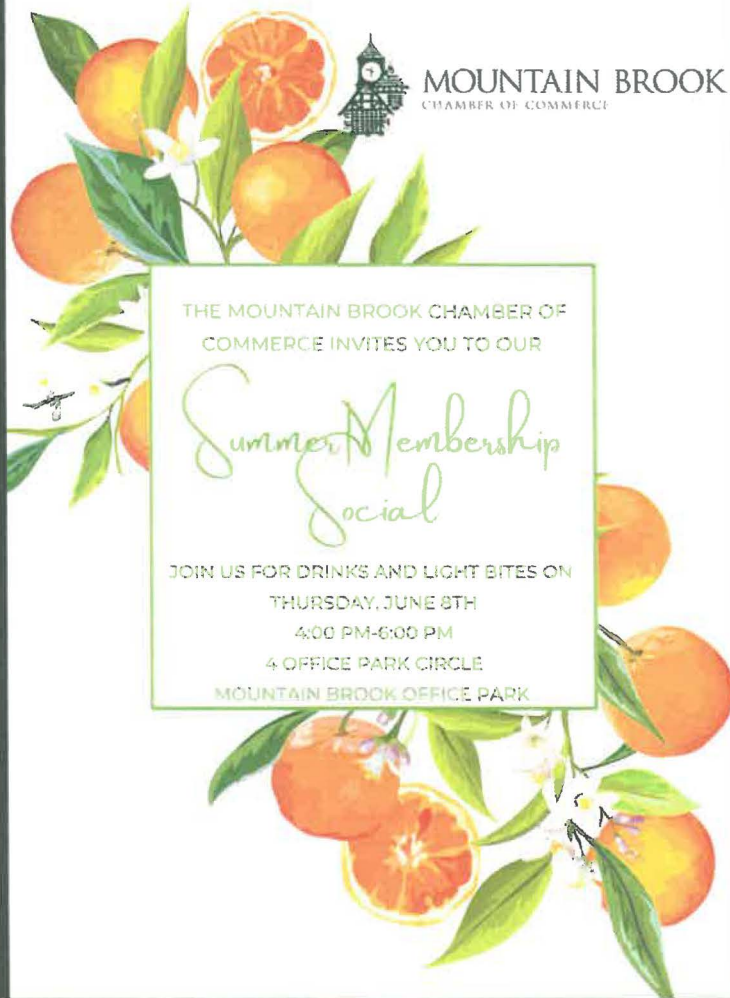
WASHINGTON UPDATE LUNCHEON
APRIL 2023



QUARTERLY LUNCHEON
APRIL 2023



NATIONAL SMALL BUSINESS WEEK
MAY 2023



MOUNTAIN BROOK
CHAMBER OF COMMERCE

THE MOUNTAIN BROOK CHAMBER OF
COMMERCE INVITES YOU TO OUR

*Summer Membership
Social*

JOIN US FOR DRINKS AND LIGHT BITES ON
THURSDAY, JUNE 8TH
4:00 PM-6:00 PM
4 OFFICE PARK CIRCLE
MOUNTAIN BROOK OFFICE PARK



MOUNTAIN BROOK
CHAMBER OF COMMERCE

MOUNTAIN BROOK VILLAGE

Market Day

SATURDAY, JULY 15TH

OFF-SITE PARKING &
SHUTTLES AVAILABLE



**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
MAY 8, 2023**

[As a convenience, members of the public were invited to listen and observe in the public meeting by Internet video conference. There were no virtual attendees at the meeting.]

The City Council of the City of Mountain Brook, Alabama met informally in-person at 6:00 p.m. on the 8th day of May, 2023 (others were allowed to listen to the meeting by way of Internet video conference). Council President Virginia Smith 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
Lloyd C. Shelton
Gerald A. Garner
Graham L. Smith
Stewart Welch III, Mayor

Absent: None

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

1. AGENDA

1. Residents to address the City Council regarding the ban on dogs on public playing fields

Teresa Callahan-78 Vine Street

- Present because dogs were banned from using the parks, fields, and playgrounds that are available to children
- Dogs were banned due to irresponsible pet owners not picking up pet feces
- Wants the council to consider a compromise to allow the dogs back on the field
- The community green spaces include the school fields
- Received an email stating dogs were not allowed on field
- Feels like she should be able to allow her dog to have access to the field due to her paying taxes
- Dogs are not the only ones that mess up the field, children throw trash on the field
- Stated she is a tax payer and has a right to utilize the field
- Suggested the Parks and Recreation hire someone to maintain field by picking up feces

Jim Parrish

- Recently moved to Mountain Brook from Florida
- Decided to move to Mountain Brook because of the dog community
- Went from loving Crestline to not loving Crestline as much when the dogs were banned from the fields
- Inquired as to the reason the dogs were banned from the fields

Virginia Smith-Council President

- The dogs were banned due to 1) having to clean feces from the field and 2) safety concern

Valerie Williams-120 Camellia Drive

- Is in agreement that dogs should not be allowed during school or events
- Inquired as to if there is a time that the dogs would be allowed on the field
- Do not want to teach children that it is all or nothing and some get something while others get nothing
- Want to teach children that there is a happy medium where everyone can get something of what they want

Stewart Welch-Mayor

- Even when individuals pick up after their dog, there is still residual feces left on the field
- Have tried multiple things with no success

Billy Pritchard-Council President Pro Tempore

- There have been conflicts from dogs running loose
- Safety is very important

Valerie Williams

- Stated if individuals had to get a license to have dog on the field, the money from the license fee could pay for someone to come clean the field

Jim Parrish

- One solution that Florida uses: Have individuals pay \$100 a year for a permit per dog, a tag must be worn by dog at all times, fine individuals \$250 who do not have a permit or a tag for their dog

Virginia Smith

- Propose putting a smaller group together to discuss options

Teresa Callahan

- Proposed solution: 1)no dogs on field when schools or sports (practice or games) are in session 2)Have a time slot that allows dogs on fields

Frank Caley-Mountain Brook Athletics

- Mountain Brook Athletics try to cooperate and share space as much as they can
- Want to provide a safe outlet for the children to play
- Problem: More than one occasion of dogs urinating on water bottles, more than one occasion of children sliding in feces, and the threat of violence from the dogs
- Had to cancel practices due to dogs taking balls from the field
- The most important issue is the safety of the children, some dogs are not well behaved

Richard "Dicky" Barlow-Mountain Brook Superintendent

- Teachers express that there is feces all over the fields
- Dogs have also jumped on kids and one teacher was bitten by a dog
- The Mountain Brook school system is not interested in sharing the field when it causes a problem

Virginia Smith

- Will organize a small committee to see if they can find a resolution

2. Jemison Park bids

Virginia Smith-Council President

- This item will not be heard today

3. Property swap with the Board of Education: Tot Lot and Crestline Field

Billy Pritchard-Council President Pro Tempore

- When the Crestline gym was done, it was determined the Crestline Field is in the legal title of the City of Mountain Brook
- The property was bought in 1942 and was originally platted residential lots
- The title is due to be in the Board of Education's name
- The Tot Lot has been determined to be in the Board of Education's name and is due to be in the City of Mountain Brook's name
- Verified the titles with title searches
- Proposal is for each entity to put the correct title back to its intended name

Whit Colvin-City Attorney

- Will get resolution ready for the next council session on May 22nd, 2023

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

2. EXECUTIVE SESSION

Council President Pro Tempore Pritchard made a motion that the City Council convenes in executive session to discuss a matter of litigation 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

3. ADJOURNMENT

There being no further matters for discussion Council President Pro Tempore Pritchard adjourned the pre-meeting at approximately 6:39 pm.

4. 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 May 8, 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 May 22, 2023

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
MAY 8, 2023**

[As a convenience, members of the public were invited to listen and observe in the public meeting by Internet video conference. There was 1 virtual attendee at the meeting]

The City Council of the City of Mountain Brook, Alabama met in person at 7:03 p.m. on the 8th day of May, 2023 (others were allowed to listen to the meeting by way of Internet video conference). Council President Virginia Smith called the 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
Lloyd C. Shelton
Gerald A. Garner
Graham L. Smith
Stewart Welch III, Mayor

Absent: None

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

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

1. NATIONAL POLICE OFFICER APPRECIATION WEEK PROCLAMATION (EXHIBIT 1)

Stewart Welch-Mayor

- Presented Proclamation No. 2023-074 to Chief Jaye Loggins

Jaye Loggins-Police Chief

- Thanked the council and residents for their support

2. 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 April 25, 2023, regular meeting of the City Council

2023-074	Police Week Proclamation	Exhibit 1
2023-075	Support the Red Mountain Cut Foundation and the Jefferson County Commission’s TAP proposal for 21st Avenue South	Exhibit 2, Appendix 1
2023-076	Authorize the sale or disposal of certain surplus property	Exhibit 3, Appendix 2
2023-077	Ratify the authorization and service contract with Servpro for restoration services at O’Neal Library	Exhibit 4, Appendix 3

2023-078 Ratify the settlement agreement with the Gilberts

Exhibit 5

Thereupon, the foregoing minutes, proclamation, and resolutions (Nos. 2023-074 through 2023-078), were introduced by Council President Virginia Smith and a motion for their immediate adoption made by Council Member Shelton. The minutes, proclamation, and resolutions were then considered by the City Council. Council Member Garner seconded the motion to adopt the foregoing minutes, proclamation, 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
Lloyd C. Shelton
Gerald A. Garner
Graham L. Smith

Nays: None

Abstained: None

Council President Virginia Smith thereupon declared that said minutes, proclamation, and resolutions (Nos. 2023-074 through 2023-078) were adopted by a vote of 5—0 and as evidence thereof she signed the same.

3. ANNOUNCEMENT

Council President Virginia Smith announced the next regular meeting of the City Council is May 22, 2023, 7:00p.m.

4. ADJOURNMENT

There being no further business to come before the City Council, Council President Virginia Smith adjourned the meeting at approximately 7:10 p.m.

5. CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the regular meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Council Chamber (Room A-108) on May 8, 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 May 22, 2023

EXHIBIT 1

PROCLAMATION NO. 2023-074

RESOLUTION NO. 2023-080

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the agreement for consulting services between the City and Schoel Engineering Company, Inc. for consulting services associated with the design and preparation of construction documents for the Mountain Lane and Montevallo Lane area drainage improvements project, subject to minor changes as may be determined appropriate by the City Attorney.

ADOPTED: This 22nd day of May, 2023.

Council President

APPROVED: This 22nd day of May, 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 May 22, 2023, as same appears in the minutes or record of said meeting.

City Clerk

Agreement for Consulting Services

Mountain Ln and Montevallo Ln Area Drainage Improvements Design and Preparation of Construction Documents

May 18, 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 Consulting Services associated with the drainage improvements in the vicinity of Mountain Ln in Mountain Brook, Alabama. These improvements will be based on the recommendations and preliminary design of drainage improvements previously performed and presented to the City.

PROJECT OVERVIEW

There has been periodic flooding in the area of an open channel locally known as The Cut. The channel occupies the City right-of-way of the unopened portion of Mountain Lane. Upstream of The Cut, on Montevallo Ln and the opened portions of Mountain Ln, street flooding is known to occur. A preliminary design suggestion has been developed to mitigate the flooding upstream and improve the open channel in The Cut. In this work, Final Design and the preparation of Construction Documents will be performed based on the preliminary design. The work will maintain pedestrian use with possible pedestrian improvements through The Cut.

PROPOSED SCOPE & SERVICES

1. TOPOGRAPHIC SURVEY

A field-shot topographic survey of the site will be prepared. In addition, the boundary lines of the lots listed below will be noted on the survey. The detailed scope is as follows:

- Initial project research and coordination
- Establish site control
- Establish the select boundary lines of the lots listed below
 - Eastern and Southern Lines of Lot 11, Montevallo Lane Subdivision
 - Southern and Western Lines of Lot 5, Aarons-Addition to Overbrook Subdivision
 - Northern and Western Lines of Lot A, Rogoffs Subdivision
 - Northeastern-most and Northwestern Lines of Lot 1, Block 4, Overbrook Gardens Inc Subdivision
- Contact Alabama One Call utility services to locate utilities in the public rights-of-way
- Shoot topo on a 40-foot or equivalent grid including grade breaks within the topo limits
- Locate visible improvements (buildings, fences, curb, concrete, etc.)
- Locate visible utilities (water valves and meters, gas valves and meters, sanitary and storm sewers, electrical and telephone appurtenances, etc.)
- Shoot flow line elevations of visible sanitary and storm sewers, including the next upstream and downstream offsite structures
- Process field survey data and prepare a Topographic Survey showing spot elevations and above-mentioned lot lines

Lump Sum Fee \$ 11,500

2. LANDSCAPE ARCHITECTURE: CONCEPTUAL DESIGN

The Consultant will produce 2 to 3 different conceptual plans for consideration for the following:

- Hardscape areas
- Pedestrian Path
- Potential site features and lighting
- Landscape areas

The Consultant will coordinate with client and collaborate with other team members on the existing drainage system that manages the stormwater and other hydrology considerations. The plan is to create a conceptual plan for the project area. The Consultant will utilize the previous survey information and current engineering studies to help guide the design. These will be hand drawn sketches to scale showing potential options for site features. Character images and sketches will be provided for visual reference of each concept. These plans will be submitted for review and comment with a preferred plan selected for further refinement.

Lump Sum Fee \$ 6,200

4. LANDSCAPE ARCHITECTURE: CONSTRUCTION DOCUMENTS

1. *Site Landscape Plans* – We will provide a landscape plan for the site in accordance with your general direction and in compliance with local requirements(if any) in coordination with the design team The plans will include species, locations, and sizes of proposed plantings.
2. *Landscape Details* – As a part of the fee for the landscape plans, we will also provide the required planting details and notes needed for installation of the proposed plants.

Lump Sum Fee \$ 7,700

5. FINAL DESIGN AND PREPARATION OF CONSTRUCTION DOCUMENTS

The Consultant would prepare final design and Construction Documents of the Mountain Ln (Opened and Unopened portions) and Montevallo Ln drainage improvements as identified in the study phase. The detailed scope is as follows:

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

Lump Sum Fee \$ 49,500

4. ASSISTANCE WITH BIDDING AND CONTRACTOR SELECTION

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

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

Lump Sum Fee \$5,800

5. CONSTRUCTION ADMINISTRATION

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

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

Lump Sum Fee \$ 8,500

NOT INCLUDED IN SCOPE OF WORK

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

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

SCHEDULE OF UNIT RATES – EFFECTIVE THROUGH 12/31/2023

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
Admin/Co-Op/Technical Support	\$ 85.00 per hour

Printing and other reimbursable expenses will be charged at cost plus 15% and are not included in the fee basis described above. Lodging and Meals and Incidentals (M&IE) will be billed according to Government Services Administration (GSA) rates. Sub-consultant invoices billed as reimbursables will be invoiced to the client at a rate of 115% of the invoice amount

GENERAL TERMS AND CONDITIONS

- 1) Services performed under this Agreement will be conducted in a manner consistent with that level of care and skill exercised by members of the profession currently practicing under similar conditions. Plans, specifications, and submittals will be prepared in accordance with the written standards of the governing authorities having jurisdiction. Any extraordinary requirements for approvals will be considered additional services. 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) The Client hereby agrees that to the fullest extent permitted by law the Consultant's total liability to Client for any and all injuries, claims, losses, expenses of damages whatsoever arising out of or in any way relating to the project, the site, or this Agreement, from any cause or causes including but not limited to the Consultant's negligence, errors, omissions, strict liability, breach of contract, breach of warranty shall not exceed the greater of the total amount paid by the Client for the services of the Consultant under this contract or \$50,000.00, whichever is greater. The Consultant's liability shall expire one (1) year from the completion date of the provision of services for each phase of the work.
- 3) The figures given above and in the body of this Agreement are based on the Scope of Work as described 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 also be performed at the above unit rates, or a revised fee will be negotiated to the satisfaction of both the Client and Consultant at that time. The Consultant reserves the right to adjust these unit rates for inflation costs on a one-year interval from the date of this proposal.
- 4) All claims, disputes, and other matters in controversy between Consultant and Client arising out of or in any way related to this agreement (other than as a result of Client's failure to pay amounts due hereunder) will be submitted to mediation before, and as a condition precedent to, other 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). Parties agree to split cost of mediation 50-50.
- 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 such services.
- 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 work within established schedules.
- 7) Consultant shall secure and maintain insurance as required by law or statutory requirements which will protect him from claims under the workers compensation acts and from claims for bodily injury, death, or property damage that may arise from the performance of his services under and pursuant to this Agreement. Certificates of such coverage will be provided to Client upon request.
- 8) All reports, plans, documents, or other materials resulting from the Consultant's efforts shall remain the property of the Consultant and are intended solely for the purpose of this Agreement. Any reuse by Client for purposes outside of this Agreement or any failure to follow Consultant's recommendations without Consultant's written permission shall be at the user's sole risk.
- 9) This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure to perform in accordance with the terms of the agreement by the other party through no fault of the terminating party. If this Agreement is terminated, it is agreed that Consultant shall be paid for total charges for labor performed to the termination notice date, plus reimbursable charges.
- 10) Neither party to this Agreement will be liable to the other party for delays in performing the services, nor for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control of either 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) The Consultant shall not be responsible for construction site safety or construction procedures, nor will the Consultant be responsible for the quality of the work performed by the contractor or other consultants.
- 13) Consultant may, at Client's request and for Client's convenience, provide documents 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 provided 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.

PROPOSAL ACCEPTANCE

SUBMITTED:

Consultant: School Engineering Company, Inc.

Signature:  _____

Name: Mark E. Simpson

Title: Water Resources Department Manager

Date: May 18, 2023

ACCEPTED:

Client: City of Mountain Brook

Signature: _____

Name: _____

Title: _____

Date: _____

Please print or type the following information for the individual, firm or corporation responsible for payment.

Company: _____

Client or Client's authorized representative: _____

Street Address: _____

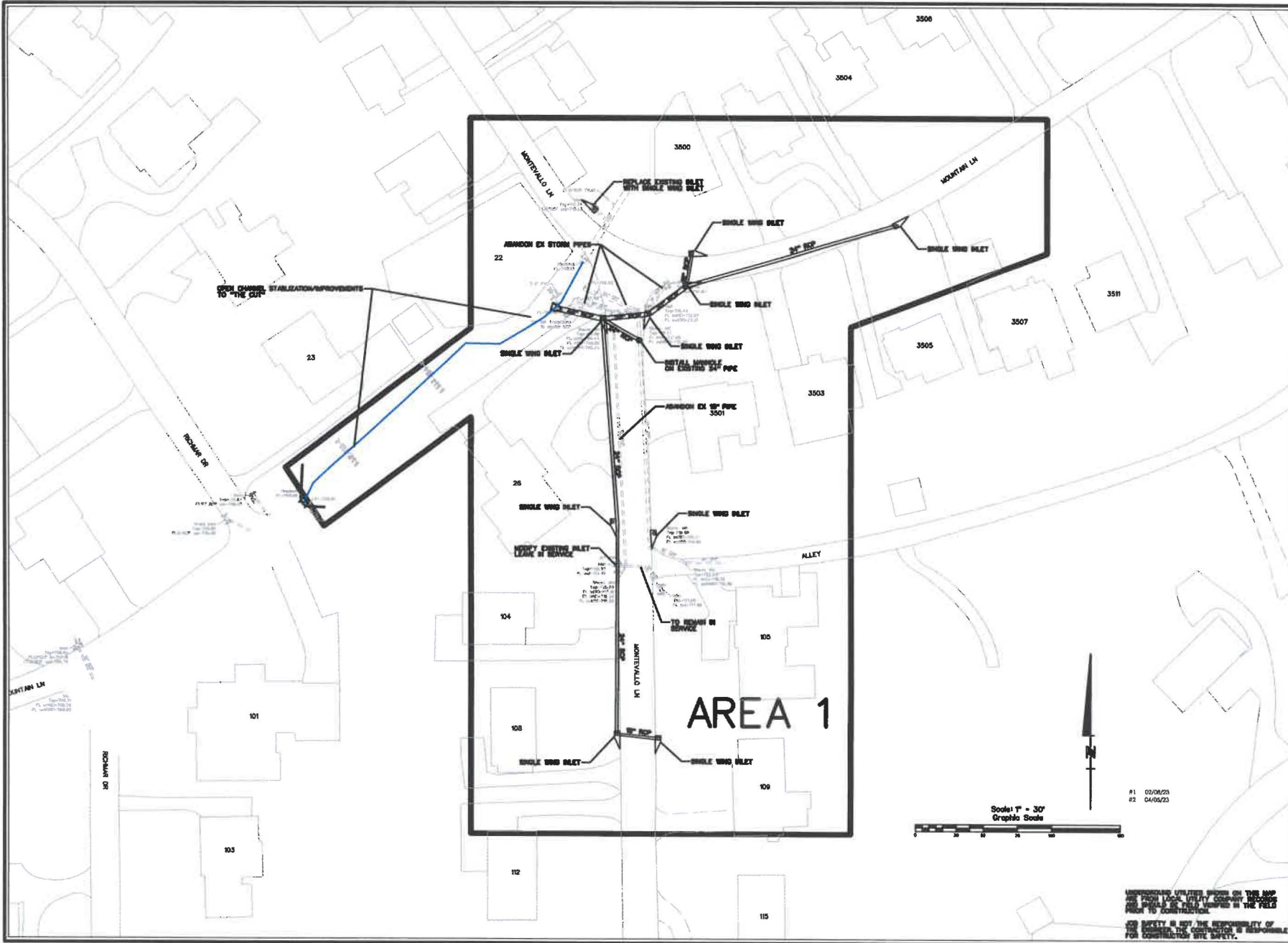
City, State, Zip: _____

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

Email Address: _____

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

Invoice Delivery Method: Mail Email Other _____



Civil Engineering, Land Surveying, Landmarks Rehabilitation
 Environmental, Water Resources, Laser Mapping/GIS/Mapping
SCHUBEL
 1880 25th Street South | 350 Mountain Parkway SW Ste. 009
 Birmingham, Alabama 35209 | 205.928.3388 | Fax: 205.928.3392
 schubel.com

RICHMAR DR AND MOUNTAIN LN
 "THE CUT"
 DRAINAGE IMPROVEMENTS
 MOUNTAIN BROOK, ALABAMA

DRAWING SET:

SCHEMATIC PLAN: NOV 2022

REVISIONS:

PRELIMINARY DRAINAGE IMPROVEMENTS

DRAWN BY: M.E.S.
 FILE NAME:

01/27/2025/04:03:04/04

#1 02/08/23
 #2 04/08/23

Scale: 1" = 30'
 Graphic Scale

ENGINEER HAS UTILIZED RECORDS ON THIS MAP AND FROM LOCAL UTILITY COMPANIES RECORDS TO VERIFY EX UTILS LOCATED IN THE FIELD PRIOR TO CONSTRUCTION.

JOB SAFETY IS NOT THE RESPONSIBILITY OF THE ENGINEER. THE CONTRACTOR IS RESPONSIBLE FOR CONDUCTING SITE SAFETY.

RESOLUTION NO. 2023-081

WHEREAS, the Mountain Brook Board of Education (the “Board”) operates Crestline Elementary School in Crestline Village; and

WHEREAS, directly adjacent to Crestline Elementary School is a playing field (“Crestline Field”) that is utilized by Crestline Elementary School as part of its campus and which is also utilized by the City of Mountain Brook, Alabama (the “City”) for recreational purposes pursuant to a lease between the parties; and

WHEREAS, the Board has recently undertaken a construction project at Crestline Elementary School that required a title search and it was discovered that the City holds title to the Property upon which the Crestline Field is located (the “Crestline Field Property”); and

WHEREAS, as a result of such discovery, the City also reviewed title to other properties in the Crestline Village area and it was discovered that the Board holds title to the property upon which a children’s playground operated exclusively by the City is located (the “Tot Lot Property”), and

WHEREAS, the City does not need the Crestline Field Property for City purposes and the Board does not need the Tot Lot Property for educational purposes; and

WHEREAS, accordingly, the City wishes to convey the Crestline Field Property to the Board and the Board wishes to convey the Tot Lot Property to the City so as to vest ownership of each property in the respective entity responsible for its primary use, operation and maintenance.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Mountain Brook, Alabama (“the City”) that the Crestline Field Property, described as follows, is hereby declared as surplus and ownership thereof shall be transferred and conveyed to the Mountain Brook Board of Education of Education by Quit Claim Deed:

Lots 9, 10, 11, 12, 25, 26, 27, 28, 29 & 30 in Block 24, according to the survey of Crestline Heights, as recorded in Map Book 7, Page 16 in the Office of the Judge of Probate of Jefferson County, Alabama;

and

BE IT FURTHER RESOLVED, that that ownership of the Tot Lot Property, described as follows, shall be transferred and conveyed to the City of Mountain Brook by Quit Claim Deed:

Lot 14 in Block 2, according to the survey of Shepard’s Addition to Country Club gardens, as recorded in Map Book 25, Page 17 in the Office of the Judge of Probate of Jefferson County, Alabama;

and

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to enter into and execute on behalf of the City any deeds, instruments, and undertakings, and to incur such related obligations and expenses in connection therewith, as may be necessary and appropriate to complete the conveyance and transfer of Crestline Field Property and the Tot Lot Property as set forth above.

ADOPTED: This 22nd day of May, 2023.

Council President

APPROVED: This 22nd day of May, 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 May 22, 2023, as same appears in the minutes or record of said meeting.

City Clerk

PREPARED BY:
Whit Colvin
Bishop Colvin, LLC
1910 1st Avenue North
Birmingham, AL 35203

SEND TAX NOTICE TO:
The City of Mountain Brook
56 Church Street
Mountain Brook, Alabama 35213

QUITCLAIMDEED

State of Alabama
County of Jefferson

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of TEN Dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency whereof is hereby acknowledged **THE BOARD OF EDUCATION OF THE CITY OF MOUNTAIN BROOK**, a local board of education in the State of Alabama (herein referred to as GRANTOR), does hereby remise, release, quit claim, and convey unto **THE CITY OF MOUNTAIN BROOK, ALABAMA** (herein referred to as GRANTEE), all of its right, title and interest in the following described real estate situated in Jefferson County, Alabama to-wit:

Lot 14 in Block 2, according to the survey of Shepard’s Addition to Country Club gardens, as recorded in Map Book 25, Page 17 in the Office of the Judge of Probate of Jefferson County, Alabama.

TO HAVE AND TO HOLD, to the said GRANTEE, its successors and assigns forever.

IN WITNESS WHEREOF, the said Grantor by Jeffrey Brewer, as President, who is authorized to execute this conveyance, has hereto set its signature and seal, this the ___ day of April, 2023.

GRANTOR:
Board of Education of the City of Mountain Brook

By: _____
Jeffrey Brewer, Its President

State of Alabama)
County of Jefferson)

I, the undersigned, a Notary Public in and for said County in said State, hereby certifies that, Jeffrey Brewer, whose name as President of the Board of Education of the City of Mountain Brook 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 as such President and with full authority, executed the same voluntarily for and as the act of the Board.

Given under my hand and official seal this the ___ day of April 2023.

Notary Public:
My Commission Expires:

PREPARED BY:
Whit Colvin
Bishop Colvin, LLC
1910 1st Avenue North
Birmingham, AL 35203

SEND TAX NOTICE TO:
The Board of Education of the City of Mountain Brook
32 Vine Street
Mountain Brook, Alabama 35213

QUITCLAIMDEED

State of Alabama
County of Jefferson

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of TEN Dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency whereof is hereby acknowledged **THE CITY OF MOUNTAIN BROOK, ALABAMA** a municipal corporation (herein referred to as GRANTOR), does hereby remise, release, quit claim, and convey unto **THE BOARD OF EDUCATION OF THE CITY OF MOUNTAIN BROOK** (herein referred to as GRANTEE), all of its right, title and interest in the following described real estate situated in Jefferson County, Alabama to-wit:

Lots 9, 10, 11, 12, 25, 26, 27, 28, 29 & 30 in Block 24, according to the survey of Crestline Heights, as recorded in Map Book 7, Page 16 in the Office of the Judge of Probate of Jefferson County, Alabama.

TO HAVE AND TO HOLD, to the said GRANTEE, its successors and assigns forever.

IN WITNESS WHEREOF, the said Grantor by Stewart Welch, as Mayor, who is authorized to execute this conveyance, has hereto set its signature and seal, this the ___ day of April, 2023.

GRANTOR:
The City of Mountain Brook, Alabama

By: _____
Stewart Welch, Its Mayor

State of Alabama)
County of Jefferson)

I, the undersigned, a Notary Public in and for said County in said State, hereby certifies that, Stewart Welch, whose name as Mayor of the City of Mountain Brook, Alabama, 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 as such Mayor and with full authority, executed the same voluntarily for and as the act of the City.

Given under my hand and official seal this the ___ day of April 2023.

Notary Public:
My Commission Expires:

RESOLUTION NO. 2023-082

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, as follows:

1. The City Council hereby awards the bid [B-20230311-854] for the Jemison Trail project to CS Beatty Construction, Inc., in the amount of \$3,330,735.00 having been determined by the City to be the best bid in conformance with the expressed specifications.
2. The City Council hereby authorizes the Mayor or City Manager to execute a construction agreement, attached hereto as Exhibit A, and other related documents necessary for the project.
3. The City Council hereby authorizes and approves a deductive change order in the amount of \$300,000 in the form as attached hereto as Exhibit B.
4. The City Council acknowledges that the Jemison Trail improvement projects is a public-private partnership where the City's total financial commitment toward such improvements shall not exceed \$1,610,000 and the remainder shall be paid by FOJP from private donations dedicated to such project (see Resolution No. 2023-083).
5. The City Council hereby authorizes the waiver of the building permit fee and bond in the estimated amount of \$_____.
6. Any proposed change orders shall be approved by the City and Friends of Jemison Park. All such change orders must be approved in advance of the performance of any work or purchase of any materials and such approvals must be documented in writing.
7. Contractor has acknowledged that further deductive change orders may be required and implemented in the event that the fundraising efforts of FOJP come in below the amount required to limit the City's total contribution toward the project to \$1,610,000. Should such deductive change order be determined necessary, it is contemplated that the contractor will be notified on or around August 31, 2023.

ADOPTED: This 22nd day of May, 2023.

Council President

APPROVED: This 22nd day of May, 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 May 22, 2023, as same appears in the minutes of record of said meeting.

City Clerk

THE CITY OF MOUNTAIN BROOK, ALABAMA

CERTIFIED TABULATION OF BIDS

AS TABULATED BELOW, BIDS WERE RECEIVED:

PROJECT: Jemison Trail, Bid No. B-20230311-857

DATE: 25-Apr-23 TIME: 2:00 PM

CONTRACTOR	GEN. CONTR. LICENSE NO.	SURETY	BASE BID	BID ALT #1	BID ALT #2	BID ALT #3	BID ALT #4	BID ALT #5	NOTATIONS
Landscape Services Inc.	8601	Bid Bond	\$3,989,923.22	\$84,419.35	\$73,375.00	\$16,744.00	\$199,088.45	\$23,250.00	Addenda 1 and 2 acknowledged
CS Beatty Construction, Inc.	24758	Bid Bond	\$3,697,203.00	\$84,419.00	\$56,600.00	\$45,209.00	\$180,240.00	\$54,836.00	Addend 1 and 2 acknowledged
*No Bid Submitted									

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.

SWORN AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____

BY: Joel Eliason, Nimrod Long and Associates, Inc.
TYPED OR PRINTED NAME OF PROJECT MANAGER

L.S.

Construction Agreement

(Item to be sent separately at later date)

Change Order Request

(Item to be sent separately at later date)

RESOLUTION NO. 2023-083

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, as follows:

1. The City Council hereby authorizes the execution of a cost sharing agreement, in the form as attached hereto as Exhibit A, between the City and the Friends of Jemison Park (FOJP) with respect to the Jemison Trail project (see Resolution No., 2023-082) subject to such minor revisions to be approved by the City Attorney, Mayor and FOJP where the execution of the agreement shall demonstrate evidence of such reviews and approvals.
2. The Friends of Jemison Park shall reimburse the City for all project costs in excess of \$1,610,000.
3. The City’s total cost for the aforementioned project be \$1,610,000 regardless of any change orders that increase the project cost or any fundraising shortfalls from FOJP.

ADOPTED: This 22nd day of May, 2023.

Council President

APPROVED: This 22nd day of May, 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 May 22, 2023, as same appears in the minutes or record of said meeting.

City Clerk

Funding Agreement

(Item to be sent separately at later date)

RESOLUTION NO. 2023-084

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 Overton Road near North Woodbridge Road in consideration of \$36,439.58 (Exhibit A attached hereto). Subject to entering into a customary contract with the City.

ADOPTED: This 22nd day of May, 2023.

Council President

APPROVED: This 22nd day of May, 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 May 22, 2023, as same appears in the minutes of record of said meeting.

City Clerk



Electrical Contractors, Inc.

May 17, 2023

City of Mountain Brook
C/O Skipper Consulting

RE: Flashing Beacon & Sign
Overton Road Near North Woodbridge Road

Attn: Richard Caudle

Richard,

Our price for the above referenced work based on your drawings dated 5/5/2023 will be as follows:

\$36,439.58

Lead time on this equipment is quoted by our vendor at 20-30 weeks after approval of submittal information.

Best Regards,

Mitchel Clay
Project Manager

RESOLUTION NO. 2023-085

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that City Council hereby authorizes the execution of a contractor agreement between the City and Net Connection LLC, in the form as attached hereto as Exhibit A, with respect to the installation of 2 (two) bay batting cage and frames located at Cherokee Bend Elementary, subject to minor changes as may be determined appropriate by the City Attorney.

ADOPTED: This 22nd day of May, 2023.

Council President

APPROVED: This 22nd day of May, 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 May 22, 2023, as same appears in the minutes of record of said meeting.

City Clerk

May 18, 2023

Mountain Brook City Council:

The Mountain Brook Parks and Recreation Department, along with Mountain Brook Athletics, would like to place a set of batting cages on the outskirts of the field by Cherokee Bend Elementary.

We originally requested to build them in the wooded area outside the open field space. This wooded area is beside the climbing tower on the east side of the field. The photo below was taken on 5/15 and shows the current layout of the field and its relation to the closest neighbors.



The batting cages will be two connecting lanes that are 15' x 55' each. They will share a frame and turf flooring and so the whole footprint will be 30' x 60'. It will be very similar to the one in this photo.



The neighbors are concerned with this location because they believe they will be able to see it and hear it. They are also concerned about people parking on the deadend street off of Kennesaw and walking to the cages and field.

We looked at a location further away by the main drive in the woods below the field (marked in orange on the photo). This area is lower than the street and has a creek running down the middle. I consulted with a couple of architects and contractors. Fixing an area just big enough to accommodate the batting cages was going to cost over \$127,000. MBA was concerned about safety in this location because this area was pretty far removed from the field and sightline of the activity going on at the field.

The neighbors also suggested separating the cages and placing them on the field between some of the backstops and fencing (The dotted yellow lines on the first photo). They could physically fit there, but it will be very tight between the backstops, fencing, and playing/spectator areas. I am uncomfortable with the clearance between the playing area of the two fields and the batting cage in the upper right hand corner of the photo. The school, MBA, and I do not want them on the field. Besides a safety issue, they will be additional obstacles for PE, maintenance, and irrigation. The PE classes run laps around the field and we are already fighting worn spots in the tight areas behind the backstops. That can be seen along the fencing in the bottom of the photo.

I am proposing to place the two cages in the wooded area where we originally had planned. Instead of coming off of the dead end road with our equipment, we will work from the school side. That will leave as many trees and underbrush in place as possible and not accentuate the path. We will also plant a few evergreen trees in the wooded area between the cages and the neighbors that will grow to block the view of the cages and field during the winter.

We will not move any of the existing LED light fixtures from the field to provide light to these cages as we had originally proposed. If lights are needed, we will add lights that do not shine towards the neighbors. These lights will only work when the field lights are on. The field lights are controlled by the Parks department and are only scheduled to come on for approved events. The general public can not walk up and turn them on. This season we have the lights scheduled to go off at 9pm.

If this is approved, we will go ahead and clear the trees and grade the area for the cages. This will give the area time to settle before Net Connections is ready to install them. They are estimating being able to install them in 8 weeks so we will be close on getting them done before school starts back.

Sincerely,

Shanda Williams
Superintendent of Parks and Recreation



May 8, 2023

Customer: City of Mtn Brook – Attn: Shanda Williams

Location: Cherokee Bend Elementary Mtn Brook, Al

PROJECT SCOPE- 2 Bay Batting Cage and Frames

Provide all labor, material and equipment necessary to install a new batting cage system. The proposed batting cage design is based on the design intent on plan using Net Connections, LLC typical design and installation methodology. The batting cage system is based on installation of 2 cages . The cage system includes end frames constructed of 4"x6" steel tubing that are directly embedded into the ground and encase in concrete. The frame will be 12' tall x 14' wide and will extend the length of the concrete pad . The net will be a 12' tall x 14' wide x 55' long #42 HDPE netting material. Three (3) horizontal support cables will be attached between each frame to support/attach the batting cage nets.

Furnish and Install the following:

- 4"x6" x.25" steel tubing, primed with weather resistant coating and two (2) coats of polyurethane (black), as manufactured by Carboline
- 3,000 psi concrete for backfill
- 5/16" EHS galvanized strand cable
- #42 HDPE Nets (2 total – 12' x14'x55')
- All supporting bolts, washers, clamps, and other hardware which all conform to the specifications of one or more of the following: **ANSI, ASTM, IEEE, NEMA**
- All labor, equipment, and shipping charges included.

Total Bid *Cage, frames & net* \$18,773.00



Furnish and Install the following:

- ~~Option # 1~~
- ~~• Form & pour concrete slab 30' x 60' x 4"~~
- ~~• 3,000 psi concrete~~
- ~~• 6 x 6 wire mesh / Fiber~~
- ~~• All supporting bolts, washers, clamps, and other hardware which all conform to the specifications of one or more of the following: ANSI, ASTM, IEEE, NEMA~~
- ~~• All labor, equipment, and shipping charges included.~~

Option # 1 Cost \$ 16,135.00

Furnish and Install the following:

- Option # 2
- Form & Fill slab 30' x 60' x 4" with treated timbers and crushed
- ¾" crushed limestone
- All supporting bolts, washers, clamps, and other hardware which all conform to the specifications of one or more of the following: ANSI, ASTM, IEEE, NEMA
- All labor, equipment, and shipping charges included.

Option # 2 Cost ~~Stone base~~ \$ 9,887.00

Furnish and Install the following:

- 1800 SF of TXT 34-T3 synthetic turf for batting cages.
- Install using Turf Claw outdoor commercial glue (Concrete) Or Nailer board for crushed stone.
- All supporting bolts, washers, clamps, and other hardware which all conform to the specifications of one or more of the following: ANSI, ASTM, IEEE, NEMA
- All labor, equipment, and shipping charges included.

Total Bid ~~stone base~~ ^{turf} \$13,500.00

Prices quoted in effect for 30 days

Total : \$ 42,160

CONTRACTOR AGREEMENT

Net Connection, LLC (hereinafter the “Contractor”) enters this Contractor Agreement (“Agreement”) with the **City of Mountain Brook, Alabama**, a municipal corporation (“City”), effective as of the date last executed by a party below (the “Effective Date”). Contractor and City may be individually referenced herein as “Party” or collectively as “Parties.”

1. **Project.** Unless otherwise stated on the attached Exhibit A - Specifications (which is incorporated by reference), Contractor, at its expense, will furnish all the labor, materials, supplies, supervision, and equipment needed to perform the work, services and operations (collectively, the “Work”) at the site designated below (the “Site”) on the understated project (the “Project”):

Name of Project: Batting Cage Installation at CBE

Site of Project: Cherokee Bend Elementary
4400 Fair Oaks Drive
Mountain Brook, AL 35223

2. **Scope of Work.** The Scope of Work is set forth on Exhibit A (which includes the May 8, 2023 Contractor Proposal and the Project Plans) that is attached and incorporated herein.

3. **Undertaking of Parties.** Contractor agrees to perform the Work in accordance with the terms, conditions and specification in this Agreement and on Exhibit A. City agrees to compensate Contractor as set forth herein and perform its other responsibilities set forth in the Contract Documents.

4. **Term/Termination.** The term of this Agreement shall commence on the Effective Date and thereafter continue in effect up to **four (4) months** (the “Term”). The period in which Contractor will complete the Project is set forth on Exhibit A.

Notwithstanding the provision immediately above or any other language herein, City may terminate this Agreement before the expiration of its Term at the time designated in a written notice to Contractor if each of the following have occurred: (a) Contractor has defaulted on a material obligation to the City hereunder (a “Default”); and (b) following the City’s provision of written notice of Default to Contractor, the Contractor fails to correct or remedy that Default within fifteen (15) days after receipt of that notice. The failure of the Contractor to timely perform the Work shall be considered an event of Default. This remedy is in addition to any other provided in the Agreement or available to City under law or in equity.

5. **Contract Price/Invoice/Certification.** Unless otherwise stated in the Special Conditions on Exhibit A or agreed in a writing signed by the Parties, City will pay Contractor the lump sum amount of **Forty-two Thousand, One Hundred Sixty Dollars and Zero Cents (\$42,160.00)** as compensation for performing the Work (the “Contract Price”). Unless agreed in a writing or amendment to this Agreement that is signed by

duly authorized representatives of both Parties, the total amount payable to the Contractor for the Work shall not exceed the Contract Price.

The City will pay the Contract Price on this Project as follows:

Within ten (10) days following the successful completion of the Project, Contractor will submit to City Project Representative an invoice for the Contract Price (as adjusted by any mutually agreed change orders signed by both parties). With such invoice Contractor shall submit records reasonably supporting its payment. Within five (5) days following receipt of that invoice, City Project Representative will review same, consult with Contractor and make any mutually agreed modifications to it, certify that the invoice is due to be paid, and forward that certified invoice to the City Clerk. The City Clerk will remit to the Contractor the amount certified for payment within twenty (20) days after it receives that certification.

6. Warranties of Contractor. The Contractor warrants each of the following with respect to its Work:

- (a) that it expeditiously will perform its Work in a good and workmanlike manner that is consistent with level of skill and care that would be provided by other contractors performing operations under the same or similar conditions, and in accordance with the Project schedule;
- (b) that it, and all of its employees or any subcontractors (if authorized), will complete the Work in compliance with all codes, laws and regulations that are applicable to the Project;
- (c) that before commencing the Work, at its own expense, the Contractor will obtain all licenses, permits or other governmental authorizations needed to complete the Project, including without limitation, a business license and building permit issued by the City (collectively, "Licensing"). Contractor further agrees to maintain that Licensing throughout the performance of the Project;
- (d) that it has inspected the Site and any other locations at which it will perform the Work, and, based on that inspection and its expertise, that it has determined that each of those locations is reasonably suitable for Contractor to complete the Work;
- (e) that the Contractor shall be responsible to remove and properly dispose of any debris related to its completion of the Project, and that it will leave each location where the Work is performed in reasonably clean condition;
- (f) that the Work will be free of any material defects in workmanship and materials for a period of one (1) year that shall commence on the date of completion of the Project; and

- (g) that all actions required to be taken by or on behalf of the Contractor to enter or execute this Agreement, and to perform its obligations and agreements hereunder, have been duly taken, and the person signing below on behalf of Contractor is authorized to execute this Agreement.

7. Insurance/Safety/Indemnification.

(a) *Insurance.* For the duration of this Agreement and for limits not less than stated below, Contractor, at its sole expense, shall maintain the following insurance with a company(ies) lawfully authorized to do business in Alabama and reasonably acceptable to City:

(i) *Comprehensive General Liability:* Seven Hundred Fifty Thousand Dollars (\$750,000.00), combined single limit and aggregate for bodily injury and property damage. This Comprehensive General Liability policy shall include coverage for premises/operations, products/completed operations, assumed contractual obligations, independent contractors, and broad form property damage;

(ii) *Automobile Liability:* Automobile Liability covering owned and rented vehicles operated with policy limits of not less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) combined single limit and aggregate for bodily injury and property damage;

(iii) *Workers Compensation/Employer's Liability:* Workers' Compensation as required by statute and Employer's Liability with limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence.

The Contractor may satisfy its insurance obligations hereunder through a combination of primary, umbrella and excess policies. Before the execution of this Agreement, the Contractor shall provide City a certificate(s) of insurance evidencing compliance with the requirements in this section. The certificate shall name City as an additional insured on the Comprehensive General Liability, Automobile Liability, and any applicable umbrella and excess policies.

(b). *Safety.* Contractor agrees that it (a) has the sole responsibility to identify any condition or hazard at the Site or other locations on City property that will prevent it from safely performing the Work, and (b) is exclusively responsible for performing the Work in a safe manner that does not put at risk the safety of persons or endanger property. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) its employees and all other persons who may be affected by the Work; (ii) all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the Site, or under the care, custody or control of the Contractor or any of its representatives; and (iii) other property at the Work Site or adjacent thereto.

(c). *Indemnification.* Contractor agrees to defend, indemnify, and hold harmless City and its agents, employees and officials (hereinafter collectively, the "Indemnitees") from and against all demands, actions, liabilities, expenses (including reasonable

attorney's fees) or claims for damages by any third parties (including any employee, subcontractor or representative of the Contractor, hereafter a "Contractor Representative") that arise out of, relate to or are caused by any negligent act, omission or conduct by Contractor or any Contractor Representative in performing or failing to perform the Work or its (or their) responsibilities under this Agreement; provided that nothing herein shall obligate the Contractor to indemnify any of the Indemnitees for any claims resulting from the negligent conduct or the willful misconduct of the Indemnitees.

(d). *Limitation of Liability.* In no event may Contractor recover from the City 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 City's breach of its obligations hereunder.

8. Project Representative. Each Party shall appoint and indicate on Exhibit A its representative who shall coordinate with the other Party on all matters related to the performance of the Work 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.

9. Miscellaneous Provisions.

a. This Agreement which is comprised of this instrument, Exhibit A, and the May 8, 2023 Contractor Proposal (collectively, the "Contract Documents") sets forth the entire understanding between the Parties concerning the matters herein, and all oral representations, prior negotiations, understandings, agreements, conditions, and terms discussed between them prior to acceptance and signing of this Agreement are deemed to have merged herein.

b. 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.

c. Any forbearance or delay on the part of City 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.

d. Contractor may not assign its rights, obligations or the benefits of this Agreement to any third party without the written consent of City, which consent may be withheld for any reason.

e. 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.

f. Contractor is an independent contractor of City. This Agreement does not create any partnership, joint venture or principal-agent relationship between the Parties. Further, City retains no control or authority with respect to its means and methods in which Contractor (or any of its employees or representatives) performs the Work.

g. Immigration Law Compliance. Contractor represents and warrants to the City 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 will enroll in the E-Verify program prior to performing any work 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 Contractor 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. Contractor 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 Contractor 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.

h. Amendment. Neither this Agreement nor any of the provisions herein (including, without limitation, those concerning the Project Schedule and Contract Price) may be amended or modified except in accordance with the terms of a written instrument (or change order) signed by both Parties.

i. Delayed Performance/Force Majeure Events. Neither Party shall be liable to the other for any failure to perform its respective obligations (including payment obligations) under this Agreement 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.

j. This Agreement shall be governed by, and construed 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

By: _____

Its: _____

Date: _____

NET CONNECTION, LLC

By: _____

Its: _____

Date: _____

Project: Batting Cage Installation at CBE

EXHIBIT A – SPECIFICATIONS

1. Scope of Work

See attached May 8, 2023 Contractor Proposal

If Contractor desires or is required to perform services on the Project that fall outside the Scope (“Additional Operations”), the Contractor shall advise the City Project Representative of the need for Additional Operations before undertaking those services, the parties shall reach agreement on the expense of any Additional Operations and the City Project Representative shall approve any such Additional Operations before the Contractor performs same.

2. Project Schedule. The Contractor will complete this project by August 30, 2023 unless an extension is requested in writing by the Contractor and approved in writing by the City.

3. Project Representatives.

City Project Representative:
Shanda Williams
3698 Bethune Drive
Birmingham, AL 35223
Email: williamssh@mtnbrook.org
Day Tel #: 205-802-3879

Contractor Project Representative:
Ken Burnham
7355 Gadsden Hwy
Trussville, AL 35173
Email: kburnham@netconnectionllc.com
Day Tel #: 205-365-5828

4. Special Conditions:

Two batting cages will be constructed by the field at Cherokee Bend Elementary.
Net Connections will

- frame and construct the 30 x 60 ft base using crushed stone 4” thick
- install the frames and nets for (2) 12 x14 x 55 ft lanes and allow for additional lanes in the future
- Install and secure synthetic turf on the floor



ORDINANCE NO. 2141

**AN ORDINANCE DECLARING REAL
PROPERTY AS SURPLUS PROPERTY**

WHEREAS, the City of Mountain Brook, Alabama, has certain real property which are no longer needed for public or municipal purposes, as described in Resolution No. 2023-081; and

WHEREAS, Section 11-47-20 of the Alabama Code of 1975 authorizes the municipal governing body to dispose of unneeded real property.

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

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

- Lots 9, 10, 11, 12, 25, 26, 27, 28, 29 & 30 in Block 24, according to the survey of Crestline Heights, as recorded in Map Book 7, Page 16 in the Office of the Judge of Probate of Jefferson County, Alabama;

Section 2. That the City Council hereby authorizes that the property be transferred and conveyed to the Mountain Brook Board of Education by Quit Claim Deed.

ADOPTED: This 22nd day of May, 2023.

Council President

APPROVED: This 22nd day of May, 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 an ordinance adopted by the City Council of the City of Mountain Brook, Alabama, as its meeting held on May 22, 2023, as same appears in the minutes of record of said meeting, and published by posting copies thereof on May 23, 2023, at the following public places, which copies remained posted for five (5) days as required by law.

City Hall, 56 Church Street
Gilchrist Pharmacy, 2850 Cahaba Road

Overton Park, 3020 Overton Road
Cahaba River Walk, 3503 Overton Road

City Clerk