

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

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

**JUNE 26, 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 06262023).**

1. O'Neal Library update on the Overton Road location-Lindsay Gardner
2. Proposal by Schoel Engineering for a drainage study of the Beech Street/Sims Avenue area-Mark Simpson (See attached information. This item may be added to the formal agenda.)
3. Contract renewal with Focus Birmingham for engagement and public relations services-Graham Smith (See attached information. This item may be added to the formal agenda.)
4. Request by the Police Department to purchase two cameras and accessories using Opioid Settlement Funds-Chief Loggins (See attached information. This item may be added to the formal agenda.)
5. Temporary and construction easements with Canterbury United Methodist Church for a drainage project-Whit Colvin (See attached information. This item may be added to the formal agenda.)
6. Discussion of hours and days for construction activity in the City-Dana Hazen (See attached information.)
7. Board of Landscape Design appointments (3)-Dana Hazen (See attached information. This item may be added to the formal agenda.)
8. Request to open a retirement window for eligible employees-Steve Boone ( See attached information. This item may be added to the formal agenda.)
9. Executive Session

# Agreement for Consulting Services

## Beech Street Evaluation of Drainage Problems and Preliminary Design

June 12, 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 study of drainage problems in the vicinity of Beech Street and Sims Avenue in Mountain Brook, Alabama.

### PROJECT OVERVIEW

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Certain Properties along Beech Street near Sims Avenue experience periodic flooding. Drainage is apparently bypassing a roadside inlet and flowing across residences to the ditch located at the rear of the Beech Street lots. In addition, the ditch mentioned previously floods independently. In this work, the local drainage system will be surveyed and evaluated, preliminary hydrologic computations performed, and preliminary recommendations of measures to improve drainage conditions made. The Consultant will also assist the City in having a video inspection of the drainage system in Beech Street and Sims Avenue performed and evaluated. Final Design of measures if chosen by the City would be future work.

### PROPOSED SCOPE & SERVICES

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#### 1. Surveying of drainage and improvements in the study area

The Consultant would field survey and document the existing drainage system in the vicinity Lorena Lane and Fairmont Drive. This information would be incorporated into the GIS drainage base map of the area. The detailed scope is as follows:

- Coordinate as required with Client
- Establish Survey control on State Plane Coordinates
- Field Survey drainage improvements and improvements in study area
- Process data and incorporate into CAD database

Lump Sum Fee \$ 5,620

#### 2. Hydrologic/Hydraulic Modeling of drainage system and development of improvement options

The Consultant would prepare develop preliminary hydrologic and hydraulic models of the drainage basin and existing drainage infrastructure. The Consultant will also assist the City in having a video inspection of the drainage system in Beech Street and Sims Avenue performed and evaluated. Remediation options would be developed and design exhibits of potential improvements developed.

- Coordinate as required with Client
- Assist with Video inspection of local drainage system
- Determine basin hydrologic parameters
- Develop hydraulic model, based on existing system configuration
- Develop and remediation options
- Develop design exhibits and brief narrative

Lump Sum Fee \$ 9,200

**NOT INCLUDED IN SCOPE OF WORK**

1. Final Design (future work, once scope is determined)
2. Studies of detention (not a suitable option)
3. Construction surveying
4. Work associated with easements, etc.
5. Private utility locations by utility locators

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
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**

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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 all III  
Walter Schoel III

Its: President

Date: June 12, 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:** \_\_\_\_\_

# CONTRACT REVIEW

FOCUS CREATIVE GROUP



The City of  
**MOUNTAIN  
BROOK**  
Est. 1942

## EXECUTIVE SUMMARY

The table below illustrates results prior to and following engagement with Focus Creative Group. From December 1 to May 31, the City of Mountain Brook social media platforms had a significant increase in followers. On Facebook, there was 752.48% growth with 1,202 new followers, and the Instagram account gained 319 new followers. Across both accounts, over 51,000 people were reached. Additionally, the number of page visits were higher on both Facebook and Instagram - 130% more visits on Facebook and 137% more Instagram profile visits.

	JUNE 1, 2022 – NOVEMBER 30, 2022	DECEMBER 1, 2022 – MAY 31, 2023	PERCENT CHANGE
<b>Total Posts</b>	<b>28</b>	<b>154</b>	<b>450.00%</b>
<b>FACEBOOK</b>			
<b>New Followers</b>	<b>141</b>	<b>1,202</b>	<b>752.48%</b>
<b>Page Reach</b>	<b>28,567</b>	<b>41,120</b>	<b>43.94%</b>
<b>Page Visits</b>	<b>3,310</b>	<b>7,623</b>	<b>130.30%</b>
<b>INSTAGRAM</b>			
<b>New Followers</b>	<b>44</b>	<b>319</b>	<b>625.00%</b>
<b>Page Reach</b>	<b>1,495</b>	<b>10,482</b>	<b>601.14%</b>
<b>Page Visits</b>	<b>914</b>	<b>2,164</b>	<b>136.76%</b>

## NEW PROPOSAL

- 3 social media posts per week with accompanying graphic. These will exclude City Council Meetings, AmWaste announcements, and any road closure / construction updates. We will give Janet a template or generic graphic to use for these topics.
- 1 video per month
- 1 press release per month
- Focus Creative group will remain on retainer for crisis communications
- 1 year contract @ \$5,000 per month.





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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June 21, 2023

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

Greetings,

I am submitting this letter as a request for equipment purchases using the Opioid Settlement Funds. The purchases requested are for one TruNarc Analyzer and two cameras with accessories.

We currently utilize a TruNarc for rapid identification of suspected illegal substances to include fentanyl and other dangerous narcotics. The device we currently have in service was purchased in 2015 with an ERS of 5 years. The unit is also showing signs of failure and has been to the manufacturer for repair twice since 2020. ERS funds have been requested for FY24 budget to replace this capital item. The cost of the TruNarc Analyzer is \$33,781.08.

Evidence Technicians routinely use cameras to document the process of analyzing and packaging drug evidence for criminal prosecution as dictated by Department Policy and industry best practices. In addition, cameras are used to document drug related crime scenes. Historically we have purchased cameras from the Miscellaneous Evidence Supplies budget and they have not been added to the ERS. We currently have two cameras that incorporate technology that is more than 10 years old. The advances in camera technology provide better picture quality and also a more user friendly platform to produce the higher quality images. The cameras themselves are beginning to show signs of heavy use and need to be replaced. It was planned to purchase these cameras in the FY24 budget. The cost for two cameras and accessories is \$8,778.80.

The use of the equipment for drug related enforcement meets any restrictions placed on the use of the allocated funds. Thank you for any and all consideration. I will be available for questions.

Sincerely,

Jaye Loggins  
Chief of Police

**Sales Quotation**

**Thermo Scientific Portable Analytical Instruments Inc.**

2 Radcliff Rd  
Tewksbury, Massachusetts 01876  
United States

<b>Quote Number</b>	<b>Created Date</b>	<b>Exp. Delivery Terms</b>	<b>Page</b>
00309023	06/20/2023	ARO	1 / 8
<b>Contact:</b>	<b>Phone</b>	<b>Payment Term</b>	<b>Valid To</b>
Scott Fitzpatrick	(979) 777-2874	Net 30	12/26/2023
<b>Inco Terms</b>		<b>Shipping Method</b>	
FOB Origin - Tewksbury, MA		Fed Ex 2nd Day	

**Submitted To:**

Thomas Boulware  
Lieutenant  
Mountain Brook Police Dept  
101 Tibbett Street  
Mountain Brook, Alabama 35213-3714  
United States

Phone: 205-802-3862  
Email: boulwaret@mtnbrook.org

THANK YOU FOR YOUR INTEREST IN THERMO SCIENTIFIC INSTRUMENTATION

<b>To Place an Order:</b>	
Contact:	Scott Fitzpatrick
Phone:	(979) 777-2874
Fax:	
Email:	scott.fitzpatrick@thermofisher.com
Additional instructions, terms & conditions on last page	

**GSA Contract No. GS-07F-6099R**

Contract period: March 26, 2010 - September 28, 2025  
SIN 334519  
SIN 339999E

When placing a purchase order against this quote, please use the Mandatory PO language for state/local orders using the Cooperative Purchasing Program as follows:

*"This order is placed under GSA contract number GS-07F-6099R under the authority of the GSA Cooperative Purchasing Program. In the event of a conflict between the terms of this order and those of the GSA Schedule, GSA's terms shall govern."*

Pos.	Product Code	Product Name	List Price	Disc %	Sales Price	Quantity	Total Price
1.00	800-01015-01	TruNarc, Unlimited, Warranty - 5 Yrs	USD 35,300.00	6.30%	USD 33,077.08	1.00	USD 33,077.08
	GSA Item	TruNarc Unlimited Model with 5 years of warranty. Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument.					
2.00	810-01462-01	TruNarc Solution Kit (Type H) - 100, English	USD 704.00	0.00%	USD 704.00	1.00	USD 704.00
		TruNarc Solution Kit (Type H) for identification of Heroin and other special narcotics. Kit includes 100 Test Sticks and 100 Solution Vials with Ethanol. Note that because of the Ethanol,					

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

Open Market Item this product ships as a Hazardous Goods shipment. The shelf life for Type H-sticks is approximately one year from shipment.

3.00	820-01051-01	TruNarc, Unlimited, Warranty Renewal - 1 Yr	USD 1,890.00	100.00%	USD 0.00	1.00	USD 0.00
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GSA Item

Warranty for 1 year for a TruNarc Unlimited instrument (for instruments up to 5th year). Includes factory repair and loaner units when available. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument.

**Subtotal: USD 37,894.00**

**Discount: USD 4,112.92**

**Total: USD 33,781.08**

**Important Note: Please Issue POs to Thermo Scientific Portable Analytical Instruments Inc**

Federal Tax ID No.: 01-0650031

CAGE CODE: 392A9

DUNS #: 11-289-3131

Bank of America ABA# for Wire Payments: 026 009 593

Bank of America ABA# for ACH Payments: 111 000 012

Beneficiary Account Number: 4426843850

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

**Acceptance of Purchase**

By signing below, you (i) warrant that you are an authorized representative of your company, (ii) agree that the Thermo Scientific Portable Analytical Instruments attached hereto (the "Terms and Conditions") shall supersede any preprinted terms and conditions, in their entirety, contained in any purchase order. These Terms and Conditions shall exclusively govern the transaction(s) contemplated hereby.

Signature of authorized company representative	Date	Phone#
Print Name	Title	Email
Model #	Amount + S&H	Purchase Order #

E-mail to:

Fax to: 1-877-680-2568

[PAIGlobalCustomerService@thermofisher.com](mailto:PAIGlobalCustomerService@thermofisher.com)

**Order Processing Address:**

[scott.fitzpatrick@thermofisher.com](mailto:scott.fitzpatrick@thermofisher.com)

Thermo Scientific Portable Analytical Instruments Inc  
2 Radcliff Road  
Tewksbury, MA 01876

**Remit check Payment To:**

Thermo Scientific Portable Analytical Instruments Inc  
PO Box 415918  
Boston, MA 02241-415918

**Payment Details**

**Method of Payment**

- Net 30 (Attach Credit Application & Credit References)
- Credit Card
- Check
- Wire Transfer

**Sales Tax Application**

- Yes Apply Sales Tax
- No

- If no, you must provide a copy of your tax exemption certificate along with your purchase order.

**\*\*Please contact your customer service representative with your credit card information. (Do not send any credit card info via email or fax.)\*\***

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S. export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

**Address Verification**

Please make corrections if necessary below:

**Bill to:**

101 Tibbett Street  
Mountain Brook, Alabama 35213-3714  
United States

**Ship to:**

100 Tibbett Street  
Mountain Brook, Alabama 35213-3714  
United States

**Additional Options / Accessories**

Please use the space below to note any additional options and/or accessories you wish to add from the attached sheets that are not included in the above quotation.

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When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.



SKU	QTY	DESCRIPTION	PRICE
NKZ8	1	Nikon Z8 body	3996.95
NKZ5	1	Nikon Z5 body	996.95
US1688495	1	Nikkor 24-70 f/4 S lens	705.00
NKZ247028	1	Nikkor 24-70 f/2.8 S lens	2096.95
FPLFSMMINLN K	2	Flashpoint Zoom Li-ion Mini TTL R2 flash (159.00/per)	318.00
NKZMAFTZM2	1	Nikon FTZ II adapter	249.95
INKENEL15C	6	Nikon EN-EL15c batteries (69.00/per)	414.00
		<b>TOTAL (Not Incl Shipping)</b>	<b>8778.80</b>

## Your saved cart is waiting!

You have some great stuff in your shopping bag.



100% SECURE SHOPPING



FREE EXPEDITED  
SHIPPING

ON THOUSANDS OF PRODUCTS!



EASY EXTENDED  
RETURNS

[VIEW YOUR CART](#)

### Product Information



**Nikon NIKKOR Z 24-70mm f/4  
S Lens for Z Series Mirrorless  
Cameras**

Qty: 1

**\$  
705.00**



**Nikon Z8 Mirrorless Digital  
Camera Body**

Qty: 1

**\$  
3,996.95**

*Package Includes:*

- Nikon Mount Adapter FTZ II



**Nikon NIKKOR Z 24-70mm  
f/2.8 S Lens**

Qty: 1

**\$  
2,096.95**



**Flashpoint Zoom Li-ion Mini  
TTL R2 Flash For Nikon  
(V350N)**

Qty: 2

**\$  
159.00**



**Nikon Z5 Full Frame  
Mirrorless Camera Body**

Qty: 1

**\$  
996.95**



**Nikon EN-EL15c 7V 2280mAh  
Rechargeable Lithium-Ion  
Battery**

Qty: 6

**\$ 69.00**

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# Adorama

**JEFFERSON COUNTY     }**  
**STATE OF ALABAMA    }**

**LICENSE AGREEMENT**

This **License Agreement** (the “Agreement”) is entered by and between **Canterbury United Methodist Church**, (the “Church”), and **City of Mountain Brook, Alabama** (the “City”). The Church and City may be individually referenced herein as a “Party” or collectively as “Parties.” This Agreement shall become effective on the last day it is signed below by a Party (the “Effective Date”).

**W I T N E S S E T H:**

**WHEREAS**, the Church owns improved real property that is located in the City of Mountain Brook, Jefferson County, Alabama and is near the intersection of Overbrook Road and Pine Crest Road (the “Property”);

**WHEREAS**, Overbrook Road is a public street, and the pertinent part of Pine Crest Road that is shown on the attached Exhibit A (which is incorporated by reference) is a private street that is owned by the Church and part of its Property;

**WHEREAS**, the City has undertaken a drainage improvement project on property which lies north of the Church, which said conveyance system includes the drainage facility running under Pine Crest Road and on property upon which the Church is located;

**WHEREAS**, part of the drainage improvement project involves lining an existing metal corrugated arch pipe which lies under Pine Crest Road, in order to more efficiently convey stormwater drainage through the existing stormwater system and mitigate flooding which currently occurs in a significant rain event along such private portions of Pine Crest Road;

**WHEREAS**, in order to benefit its further benefit citizens of the City and the Church, the Parties desire that the City, at its cost, line the pipe which runs under Pine Crest Road and undertake related improvements as set forth on Exhibit A (the “Pine Crest Drainage Improvements” or “Improvements”); and

**WHEREAS**, subject to terms, conditions and understandings in this Agreement, the City agrees to construct, and the Church grants the City a license to undertake the Improvements on the Property.

**NOW, THEREFORE**, in consideration of the mutual covenants herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. The Church grants the City a license for its employees (or its contractors) to enter the Property and utilize that portion of it that lies on or about the intended location of the Pine Crest Drainage Improvements for all purposes reasonably related to the construction of the



Improvements (the "License"). The Church understands that this is a non-invasive project meaning that no major excavation will be necessary. The contractor will need to access to adjacent property, primarily on the downstream side of the existing pipe, to make the Improvements using equipment for pumping, mixing concrete, for parking of related vehicles and for other Improvement related purposes. No other uses of the Property are authorized.

2. The City agrees and acknowledges that this Agreement grants it only a license, not any interest, title, permanent right or estate in the Property. Further, the City agrees to not claim any permanent interest in the area in which the Improvements are constructed by entering into this Agreement or constructing the Improvements.

3. During the period in which the Improvements are being constructed, the City may store equipment and supplies in or near the area being improved; provided that (i) the City will keep that area reasonably neat, (ii) the City's construction operations will not interfere with the operations of the Church and (iii) upon completion of its work, the City will remove all equipment, supplies and construction debris from the Property and restore any site conditions to a condition that is reasonably consistent with that existing before the Improvements are constructed.

4. The License granted herein shall expire, and this Agreement will terminate, at the earliest of the following: (i) the date on which the City completes its project to construct the Improvements; or (ii) one year following the Effective Date of this Agreement.

5. The City agrees to perform its operations related to construction of the Improvements in compliance with applicable federal, state and local laws, ordinances and regulations.

6. The City shall not permit any mechanic or materialman's lien to be filed against the Property or the Church concerning the Improvements by reason of any labor, services, materials or equipment supplied or claimed to have been supplied to construct the Improvement (collectively, a "Lien"). If such a Lien is filed, then the City, after notice of its filing, promptly shall cause the same to be discharged by depositing adequate funds in court, issuing a bond, or otherwise taking appropriate action that are reasonably satisfactory to the Church.

7. In the event that any demand, claim, suit, cost, expense, damage or liability (including attorney's fees) or legal action is brought against the Property, the Church, its representatives, agents, employees, successors or assigns, which arises out of this License Agreement or the City's work on the project, the City agrees to defend, indemnify and hold the Church and Property harmless in the event of any such demand, claim, suit, cost, expense, damage or liability (including attorney's fees) or legal action.

8. Miscellaneous Provisions.

(a) This Agreement may not be amended or modified unless all Parties execute a writing that is signed by their duly authorized representatives.

(b) The failure of a Party to enforce any of the terms, conditions or provisions of this Agreement shall not be construed as a waiver of its right to subsequently compel enforcement of

that or any other term, condition or provision herein. The rights, benefits and obligations under this Agreement may be waived only in a writing signed by the Parties.

(c) This Agreement, and the conditions, terms and provisions herein, do not create, and are not intended to create or confer any benefit to any third party.

(d) This Agreement contains the complete agreement of the Parties concerning the subject matter herein. Any prior negotiation, agreement or understanding, whether oral or written, concerning the matters addressed herein is superseded and of no effect unless expressed herein.

(e) This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Signature pages may be transmitted by facsimile or other form of electronic transmission, and any signature so transmitted will be given the same force and effect as an original signature.

(f) The Parties represent to each other that any approval required by its organization or other action required it to enter this Agreement have been taken, and that their undersigned representatives have full authority to execute this Agreement and bind their respective organizations to the obligations herein.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by the undersigned, duly authorized representative of their respective organization.

ATTEST:

**CITY OF MOUNTAIN BROOK, ALABAMA**

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

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

Its: Mayor

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

WITNESS:

**CANTERBURY UNITED METHODIST CHURCH**

\_\_\_\_\_

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

Its: \_\_\_\_\_

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

**EXHIBIT A – PROJECT PLANS**

See attached.

# CANTERBURY UMC DRAINAGE IMPROVEMENTS MOUNTAIN BROOK, ALABAMA

## DRAWING INDEX

- C1 GENERAL NOTES
- C2 TOPOGRAPHIC MAP AND PIPE LINING PLAN
- C3 TRAFFIC CONTROL PLAN



VICINITY MAP  
N.T.S.

## OWNER

CITY OF MOUNTAIN BROOK  
56 CHURCH STREET  
MOUNTAIN BROOK, AL 35213  
CONTACT: SAM GASTON  
PHONE: (205) 870-3577

## CIVIL ENGINEER

SCHOEL ENGINEERING COMPANY, INC.  
1001 22ND STREET SOUTH  
BIRMINGHAM, AL 35205  
CONTACT: MARK SIMPSON, PE  
PHONE: (205) 313-1155





**GENERAL NOTES:**

1. THE CONTRACTOR IS RESPONSIBLE FOR MAKING APPLICATIONS AND PAYING FOR ALL NECESSARY PERMITS. ALL PERMITS MUST BE IN HAND BEFORE CONSTRUCTION BEGINS.
2. THE CONTRACTOR SHALL PREVENT THE DESTRUCTION OF ALL SURVEY MONUMENTS, BENCHMARKS, PROPERTY CORNERS, AND ALL OTHER SURVEY POINTS. THE CONTRACTOR IS TO INFORM THE CONSULTANT IN WRITING OF ANY DAMAGE TO ANY MONUMENT, AND IS NOT TO DISTURB THE POINT UNTIL WRITTEN PERMISSION TO DO SO HAS BEEN RECEIVED FROM THE CONSULTANT.
3. ALL EXISTING TREES AND SHRUBS OUTSIDE OF THE LIMITS OF WORK SHALL BE PROTECTED DURING CONSTRUCTION AND ARE NOT TO BE DAMAGED IN ANY MANNER.
4. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO EXISTING IMPROVEMENTS THAT ARE TO REMAIN OR ARE OF SITE DUE TO CONSTRUCTION OF THIS PROJECT. ANY DAMAGES WILL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL AND PROPER DISPOSAL OF ALL BUILDINGS, DEBRIS, EXCESS CONSTRUCTION MATERIALS AND MATERIAL OBSERVED FROM ANY DEMOLITION.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING EXISTING UTILITIES LOCATED PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. THE CONSULTANT/ENGINEER ASSUMES NO RESPONSIBILITY AS TO THE ACCURACY OR COMPLETENESS OF THE EXISTING UTILITIES SHOWN ON THE PLANS.
7. UNLESS INDICATED OTHERWISE ON THE PLANS, ALL STORM DRAINAGE PIPES SHALL BE REINFORCED CONCRETE CLASS III/ASTM C-760 COMPACTED GRANULAR MATERIAL FOR BEDDING SHALL BE REQUIRED AS SHOWN ON THE PIPE BEDDING DETAIL.
8. UNLESS INDICATED OTHERWISE ON THE PLANS, ALL RIP RAP SHALL BE CLASS II IN ACCORDANCE WITH SECTION 404, ADOT, LATEST EDITION, AND SHALL BE GRADED WHERE INDICATED ON THE PLANS.
9. THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.
10. THE CONTRACTOR SHALL PROVIDE ADEQUATE TRAFFIC CONTROL DEVICES AND SAFETY MEASURES FOR THE CONSTRUCTION WORK WITHIN PUBLIC RIGHT-OF-WAY AND OTHER AREAS WHICH REQUIRE ITS USE IN ACCORDANCE WITH THE FEDERAL HIGHWAY ADMINISTRATION MANUAL (M.U.T.C.D.) LATEST EDITION.
11. ALL SIDEWALKS SHALL HAVE A 1% MAXIMUM CROSS SLOPE. ALL HANDICAP PARKING SPACES, STOPS AND STRIPS SHALL CONFORM TO THE LATEST AMERICANS WITH DISABILITIES ACT (ADA) SPECIFICATIONS. IF DISCREPANCIES OCCUR, THE CONTRACTOR SHALL CONTACT THE CONSULTANT AND ENSURE THAT THESE REQUIREMENTS ARE MET.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXISTING LOCATION AND ELEVATION OF THE EXISTING IMPROVEMENTS. IF ANY DIFFERENCE IN SITE CONTROL OR ELEVATION IS FOUND, THE CONTRACTOR SHALL NOTIFY THE PROJECT CONSULTANT IMMEDIATELY.
13. ANY MAJOR CHANGES OR REVISIONS MADE TO THE PLANS AFTER INITIAL APPROVAL SHALL BE IMMEDIATELY SUBMITTED FOR APPROVAL TO THE CITY (COORDINATE WITH THE CONSULTANT) AND TO THE AFFECTED UTILITIES, AND ALL OTHER PERTINENT AGENCIES. APPROVAL OF CHANGES WILL BE REQUIRED BEFORE THE CONTRACTOR PERFORMS THE REQUESTED CHANGES/REVISIONS OR THEY WILL BE AT THE CONTRACTOR'S RISK.

**EROSION & SEDIMENT CONTROL CONSTRUCTION SEQUENCE:**

1. INSTALL CONSTRUCTION SEDIMENT CONTROL. CRUSHED AGGREGATE BASE COURSE AT ALL LOCATIONS WHERE CONSTRUCTION TRAFFIC WILL BE ENTERING AND EXITING THE SITE. CONSTRUCTION ENTRANCE USED FOR REMOVAL OF ON-SITE MATERIALS SHALL EXTEND TO THE LOADING AREA, BUT IN NO CASE SHALL ANY CONSTRUCTION ENTRANCE BE LESS THAN 50 FEET IN LENGTH OR 6" IN DEPTH. WIDTH SHALL NOT BE LESS THAN 15 FEET.
2. INSTALL SEDIMENT TRAPS IF ANY ARE INDICATED ON THE PLANS.
3. GRADE IN DRAINAGE SWALES AS NECESSARY TO DIRECT DRAINAGE FROM DISTURBED AREAS TO SEDIMENT TRAPS OR PROTECTED AREAS.
4. INSTALL SILT FENCES AT INDICATED LOCATIONS. INSTALL STRAW WATTLES AND DRAPE BAG FILTERS AT STORM SEWER STRUCTURES AS THEY ARE CONSTRUCTED.
5. MULCH LIME FERTILIZE SEED, SOIL AND/OR STRAW ALL DISTURBED AREAS IMMEDIATELY FOLLOWING FINAL GRADING. CONTRACTOR SHALL COORDINATE BETWEEN THE EROSION CONTROL PLAN AND LANDSCAPE PLAN AS NECESSARY.
6. WASH DOWN CONSTRUCTION ENTRANCES AS NECESSARY TO LIMIT MUD AND DEBRIS BEING CARRIED ONTO ADJACENT ROADS. DRAINAGE FROM CONSTRUCTION ENTRANCE SHALL BE GRADED TO DRAIN TO SILT FENCES OR OTHER EROSION CONTROL MEASURES.
7. FOLLOWING COMPLETION OF PAVEMENT, STORM SYSTEM, AND WALKING AND SEEDING ACTIVITIES, FLUSH OR CLEAN ALL SEDIMENT FROM STORM PIPE SYSTEM.
8. WHEN CONSTRUCTION IS COMPLETE AND UPON APPROVAL OF THE LOCAL GOVERNING AGENCY, REMOVE SILT FENCES AND GRAVEL BAG FILTERS, SPREAD AND SOIL COLLECTED MATERIALS, AND MULCH, LIME, FERTILIZE, SEED AND STRAW.
9. REMOVE SEDIMENT FROM DITCHES PROPERLY DISPOSE OF IF OFF-SITE AND REGRADE TO DEPTH AND SIZE SHOWN ON THE GRADING PLAN, SPREAD AND GRADE COLLECTED MATERIALS, AND SEED.
10. REMOVE SEDIMENT TRAPS, AND SEED DISTURBED AREAS.
11. SEE ADEN CONSTRUCTION BEST MANAGEMENT PRACTICES (CBMP) PLANS FOR ADDITIONAL INFORMATION RELATED TO ADEP PERMITTED SITES. THE REQUIREMENTS AND RECOMMENDATIONS IN THESE CBMP ARE TO BE FOLLOWED TO KEEP THE PROJECT CONFORMANCE WITH THE SITE'S ADEP PERMIT.
12. ALL EROSION CONTROL DEVICES USED BY THE CONTRACTOR MUST MEET OR EXCEED REQUIREMENTS YOUNG IN THE ALABAMA CONSTRUCTION EROSION CONTROL AND SEDIMENT CONTROL STORMWATER MANAGEMENT ON CONSTRUCTION SITES AND URBAN AREAS.

**EROSION CONTROL NOTES**

TEMPORARY EROSION CONTROL DEVICES SHALL BE OBSERVED BY THE OWNER (OR OWNER'S REPRESENTATIVE) ON A PERIODIC BASIS BUT NOT LESS THAN ONCE PER MONTH, AND THE GRADING CONTRACTOR SHALL MAKE ANY NECESSARY ADJUSTMENTS/REPAIRS AS REQUESTED BY THE OWNER.

**PAVEMENT CONSTRUCTION**

1. ADOT, LATEST EDITION, SHALL MEAN ALABAMA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, LATEST EDITION.
2. CRUSHED AGGREGATE BASE COURSE PLANT MIXED SHALL BE PLACED IN ACCORDANCE WITH SECTION 301, ADOT, LATEST EDITION. ALL MIXTURES SHALL BE IN ACCORDANCE WITH SECTION 825, TYPE B, MIX COMPACTION.
3. PORTLAND CEMENT CONCRETE PAVEMENT SHALL BE PLACED IN ACCORDANCE WITH SECTION 454, ADOT, LATEST EDITION.
4. BITUMINOUS CONCRETE (BERM) LAYERS SHALL BE PLACED IN ACCORDANCE WITH SECTION 424-B, ADOT, LATEST EDITION.
5. BITUMINOUS CONCRETE WEARING SURFACE LAYER SHALL BE PLACED IN ACCORDANCE WITH SECTION 424-A, ADOT, LATEST EDITION.
6. THE SITE SHALL BE CLEARED, AND ALL UNSUITABLE MATERIALS REMOVED PRIOR TO PLACING AND COMPACTING ENGINEERED FILL TO A DEPTH OF 6" AND THEN COMPACTED TO 100% OF THE MAXIMUM DRY DENSITY, PLUS OR MINUS 2% OF OPTIMUM MOISTURE (ASTM D-1557).
7. ALL SUBGRADES SHALL BE CLEARED AND GRUBBED, SCARIFIED TO A DEPTH OF 6" AND THEN COMPACTED TO 100% OF THE MAXIMUM DRY DENSITY, PLUS OR MINUS 2% OF OPTIMUM MOISTURE (ASTM D-1557).
8. IN ROCK EXCAVATION, A MINIMUM OF 1 FOOT OF SOIL SHALL BE PLACED OVER ROCK PRIOR TO PLACEMENT OF BASE MATERIAL.
9. CONCRETE WHEEL STOPS ARE TO BE PRECAST 2500 PSIMIN COMPRESSIVE STRENGTH CONCRETE 9"X6"X21". WHEEL STOPS ARE TO BE SECURELY ATTACHED TO PAVEMENT WITH A MINIMUM OF 2-3/8" DIA GALVANIZED STEEL BOLTS EMBEDDED IN WHEEL STOPS 1" FROM ENDS, AND FIRMLY BOLDED TO WHEEL STOPS AND PAVEMENT.
10. PAVEMENT MARKING PAINT SHALL BE ALKO-RESIN TYPE, READY-MIXED COMPLYING WITH FS 11-P-15, TYPE 1, A81810 M-248, TYPE A OR LATEX WATER-BASED EMULSION, READY-MIXED, COMPLYING WITH FS 11-REG, APPLY PAVEMENT MARKING PAINT WITH MECHANICAL EQUIPMENT, PER THE MANUFACTURER'S RECOMMENDATIONS TO PRODUCE PAVEMENT MARKINGS OF DIMENSIONS INDICATED ON THE PLANS WITH UNIFORM, STRAIGHT EDGES, AND MINIMUM WET FILM THICKNESS OF 15 MILS (0.4MM).
11. PAINTING OF PAVEMENT MARKINGS SHALL NOT BEGIN UNTIL PAVEMENT HAS ENDURED ADEQUATE CURING TIME AND UNTIL THE PAVEMENT SURFACE HAS BEEN PROPER BROOKEED AND HAND SWEEP AS NECESSARY TO REMOVE LOOSE MATERIAL, AND SOIL.
12. THE CONTRACTOR WILL BE RESPONSIBLE FOR CLEANING DIRT AND DEBRIS FROM ADJOINING STREETS DURING CONSTRUCTION AND DAMAGE TO ADJOINING AND EXISTING STREETS MUST BE REPAIRED BY THE CONTRACTOR DURING CONSTRUCTION.
13. UNLESS NOTED OTHERWISE, ALL PAVEMENT CUTS SHALL BE REPAIRED WITH MATERIAL AND DEPTHS IN KIND TO THAT REMOVED AND SHALL MEET PAVING REQUIREMENTS OF THE MUNICIPALITY.
14. TEMPORARY AND PERMANENT PAVING SHALL MEET THE REQUIREMENTS OF THE GOVERNING ENTITY.

**REINFORCED CONCRETE NOTES:**

1. ALL CONCRETE SHALL BE AIR ENTRAINED 3500 PSIMINIM COMPRESSIVE STRENGTH AT 28 DAYS (CLASS "A") UNLESS NOTED OTHERWISE ON THE PLANS OR REQUIRED OTHERWISE BY GOVERNING ENTITY.
2. ALL CONSTRUCTION JOINTS SHALL BE CONSTRUCTED WITH CONTINUOUS SHEAR KEYS IN ACCORDANCE WITH THE SHEAR KEY DETAIL ON THE PLANS.
3. ALL REINFORCING STEEL GOVERNED BY THE CIVIL ENGINEERING DRAWINGS SHALL BE STAINLESS STEEL, DEFORMED BARS, AND SHALL CONFORM TO ASTM A615, FOR BILLET STEEL, UNLESS NOTED OTHERWISE.
4. LAP SPICES AND BAR EMBEDMENT SHALL BE IN ACCORDANCE WITH THE TABLE ON THE PLANS.
5. CONCRETE AIR CONTENT AND SLUMP SHALL BE IN ACCORDANCE WITH THE TABLE ON THE PLANS.
6. ALL REINFORCING BARS SHALL BE SHOP BENT IN ACCORDANCE WITH THE TABLE ON THE PLANS. HEATING OF REINFORCING BARS TO BEND THEM OR STRAIGHTEN THEM WILL NOT BE ALLOWED.
7. ALL WELDED WIRE FABRIC SHALL CONFORM TO ASTM A185, SMOOTH FABRIC WITH AN ASTM YIELD STRENGTH OF 65,000 PSI.

**EARTHWORK GENERAL NOTES:**

1. THE SITE TOPOGRAPHY AND OTHER TOPOGRAPHIC DATA SHOWN ON THE PLANS OR INCLUDED IN THE SPECIFICATIONS ARE FOR THE INFORMATION OF THE CONTRACTOR. THE CONTRACTOR SHALL MAKE SURE THAT ALL INVESTIGATIONS REQUIRED TO ACCURATELY DETERMINE THE EXISTING TOPOGRAPHY AND FOR THE SUCCESSFUL EXECUTION OF THE WORK.
2. UNLESS INDICATED OTHERWISE ON THE PLANS, ALL PROPOSED EXCAVATIONS SHALL BE TO FINISHED GRADE. THE CONTRACTOR SHALL MAKE SURE THAT ALL EXCAVATIONS ARE TO FINISHED GRADE. THE CONTRACTOR SHALL MAKE SURE THAT ALL EXCAVATIONS ARE TO FINISHED GRADE. THE CONTRACTOR SHALL MAKE SURE THAT ALL EXCAVATIONS ARE TO FINISHED GRADE.
3. THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR THE PROTECTION OF HIS WORK. SUCH GRADING AS IS REQUIRED FOR THE PROTECTION OF HIS WORK SHALL BE AT HIS OWN RESPONSIBILITY, AND SHALL BE PERFORMED AT NO ADDITIONAL COST TO THE OWNER. THE OWNER MAY DIRECT THE CONTRACTOR TO PREVENT SURFACE RUNOFF FROM DAMAGING THE WORK.
4. ALL EARTH FILL SHALL BE PLACED IN UNIFORM LAYERS OR LIFTS NOT EXCEEDING 8" IN COMPACTED THICKNESS, UNLESS INDICATED OTHERWISE ON THE PLANS.
5. ALL EARTH FILL SHALL BE PLACED IN ACCORDANCE WITH SECTION 210, ADOT, LATEST EDITION. ALL EARTH FILL UNDER BUILDINGS SHALL ALSO MEET REQUIREMENTS OF THE ARCHITECT'S PLANS AND SPECIFICATIONS.
6. A GEOTECHNICAL REPORT HAS BEEN PREPARED FOR THE SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FOLLOWING THE SITE PREPARATION RECOMMENDATIONS SPECIFIED WITHIN THIS DOCUMENT, UNLESS MORE STRINGENT REQUIREMENTS ARE GIVEN ON THE PLANS.
7. ANY EXCESS EXCAVATION CREATED BY GRADING OPERATIONS SHALL BE CONSIDERED AS SPILLAGE AND SHALL BE HAULED OFF AND DISPOSED OF LEGALLY AT THE CONTRACTOR'S EXPENSE OR NEGOTIATED WITH OWNER TO DISPOSE OF ON SITE.
8. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING DRAINAGE AWAY FROM THE EXISTING AND PROPOSED BUILDINGS, CONCRETE PAVING, AND SIDEWALKS. THERE SHALL BE NO PONING OF WATER ON THE SITE.
9. THE CONTRACTOR SHALL VERIFY THE LOCATIONS AND CONDITIONS OF ALL UTILITIES TO BE UTILIZED FOR CONSTRUCTION SERVICE HOOK UPS. STORM SEWERS AND SANITARY SEWERS PRIOR TO PROCEEDING WITH THE LAYING OF PIPE. THE CONTRACTOR SHALL NOTIFY THE PROJECT CONSULTANT IMMEDIATELY OF ANY CONFLICTS OR DISCREPANCIES. ALL SERVICE CONNECTIONS TO UTILITIES SHALL BE APPROVED BY THE RESPECTIVE UTILITY AND SHALL CONFORM TO THE LATEST SPECIFICATIONS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL UTILITY LOCATIONS WITH THE LOCAL UTILITIES. CONTACT WITH EACH UTILITY SHOULD BE MADE BY THE CONTRACTOR BEFORE ANY CONSTRUCTION BEGINS ON THIS PROJECT.
11. CONTRACTOR TO COORDINATE ANY UTILITY SHIFTERS WITH OWNER 7 DAYS PRIOR TO WORK. ALL EFFORTS SHOULD BE MADE TO MINIMIZE SHUTDOWNS TO UTILITIES SERVING OTHER FACILITIES.
12. UNUSUAL AND PUNING SUBGRADE CONDITIONS MAY OCCUR DURING SITE PREPARATION AND UNDERCUTTING OPERATIONS. PROPER PROTECTION OF SUBGRADE, DRAINAGE, AND DEWATERING WILL BE CRITICAL TO SITE CONSTRUCTION EFFORTS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MINIMIZE EQUIPMENT TRAFFIC ACROSS THE SITE. EVERY EFFORT SHALL BE MADE TO LOCALIZE EQUIPMENT TRAFFIC AND TRAFFIC TO SPECIFIC AREAS AND LIMIT THE AMOUNT OF UNDERCUTTING AND SOIL STRATIFICATION THAT MAY BE NEEDED.
13. THE CONTRACTOR IS TO COORDINATE ALL EARTHWORK WITH THE GEOTECHNICAL EVALUATION AND NO GEOTECHNICAL REPORT HAS BEEN PERFORMED. THE CONSULTANT ASSUMES NO LIABILITY IN SITE FEATURES THAT RELY ON GEOTECHNICAL EVALUATIONS SUCH AS PAVEMENT BUILD-UP (DESIGN, WALLS, ETC.) SPECIFIC CONSTRUCTION CONCERNS AND ACTIVE CONSTRUCTION MEANS AND METHODS ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND FAMILIARIZING HIMSELF WITH THE SITE AND WITH THE GEOTECHNICAL REPORT IF ONE IS PERFORMED AT A LATER DATE.

DESCRIPTION	EXISTING**	PROPOSED**
MONUMENT	Ø	N/A
MAJOR CONTOURS	— 0 —	— 685 —
MINOR CONTOURS	— 544 —	— 686 —
SPOT ELEVATIONS	16.29	— 503.28 —
DEMOLITION	N/A	XXXXXX
MGD CONCRETE PAVING	— [Symbol] —	— [Symbol] —
CONCRETE SIDEWALK	— [Symbol] —	— [Symbol] —
HEAVY DUTY ASPHALT	N/A	— [Symbol] —
LIGHT DUTY ASPHALT	N/A	— [Symbol] —
PROPERTY LINE	— [Symbol] —	— [Symbol] —
FENCE	— [Symbol] —	— [Symbol] —
COMMUNICATION BOX	— [Symbol] —	— [Symbol] —
ELECTRIC BOX	— [Symbol] —	— [Symbol] —
SANITARY SEWER MANHOLE	— [Symbol] —	— [Symbol] —
POWER POLE	— [Symbol] —	— [Symbol] —
LIGHT POLE	— [Symbol] —	— [Symbol] —
WATER VALVE	— [Symbol] —	— [Symbol] —
FIRE HYDRANT	— [Symbol] —	— [Symbol] —
WATER METER	— [Symbol] —	— [Symbol] —
GAS VALVE	— [Symbol] —	N/A
SEIN	— [Symbol] —	N/A
GUY WIRE	— [Symbol] —	N/A
STORM MANHOLE	— [Symbol] —	— [Symbol] —
SINGLE WING INLET	— [Symbol] —	— [Symbol] —
DOUBLE WING INLET	— [Symbol] —	— [Symbol] —
HEADWALL	— [Symbol] —	— [Symbol] —
STORM SEWER LINE	— [Symbol] —	— [Symbol] —
RAIN LEADER	N/A	— [Symbol] —
DOMESTIC WATER LINE	— [Symbol] —	— [Symbol] —
UNDERGROUND TELEPHONE LINE	— [Symbol] —	— [Symbol] —
FIBER OPTIC LINE	— [Symbol] —	— [Symbol] —
OVERHEAD UTILITY LINE	— [Symbol] —	— [Symbol] —
UNDERGROUND ELECTRIC LINE	— [Symbol] —	— [Symbol] —
SANITARY SEWER LINE	— [Symbol] —	— [Symbol] —
WATER LINE	— [Symbol] —	— [Symbol] —
NATURAL GAS LINE	— [Symbol] —	— [Symbol] —
TREES	— [Symbol] —	— [Symbol] —
TEMPORARY SILT FENCE	N/A	— [Symbol] —
TEMPORARY STONE CHECK DAM	N/A	— [Symbol] —
TEMPORARY STRAW WATTLE	N/A	— [Symbol] —
PUMP STATION	— [Symbol] —	— [Symbol] —
FORCE MAIN	— [Symbol] —	— [Symbol] —
FIRE WATER LINE	— [Symbol] —	— [Symbol] —
FIRE DEPARTMENT CONNECTION	— [Symbol] —	— [Symbol] —
TRANSFORMER PAD	— [Symbol] —	— [Symbol] —
TRAFFIC SIGNAL POLE	— [Symbol] —	— [Symbol] —
FORCE MAIN WITH ARROW	— [Symbol] —	N/A
CHILLED WATER	— [Symbol] —	N/A
CHILLED WATER RETURN	— [Symbol] —	N/A
STEAM LINE	— [Symbol] —	N/A
CABLE LINE	— [Symbol] —	N/A
UNKNOWN UTILITIES	— [Symbol] —	N/A
TRAFFIC CONTROL	— [Symbol] —	N/A
STREET LIGHT	— [Symbol] —	N/A

\*\*EXISTING PRESENT CONDITIONS PRIOR TO CONSTRUCTION  
\*\*PROPOSED PROPOSED BY THE SCOPE OF WORK

**SCHMIDT**  
 Civil Engineering, Surveying, Planning, Architecture, Environmental & Geotechnical Engineering  
 1001 East University Avenue, Suite 200, Mountain Brook, AL 35226  
 205.966.1000  
 www.schmidt-engineering.com



**CANTERBURY UMC  
 DRAINAGE IMPROVEMENTS  
 MOUNTAIN BROOK, ALABAMA**

CD SET 05/01/22

**GENERAL NOTES**

DRAWN BY: W.C.C.  
 CHECKED BY: A.F.P.  
 FILENAME: 21348-GENNOTES

\*\*\*ADDITIONAL NOTES ON EACH SHEET IN THIS PLAN SET MUST BE FOLLOWED.

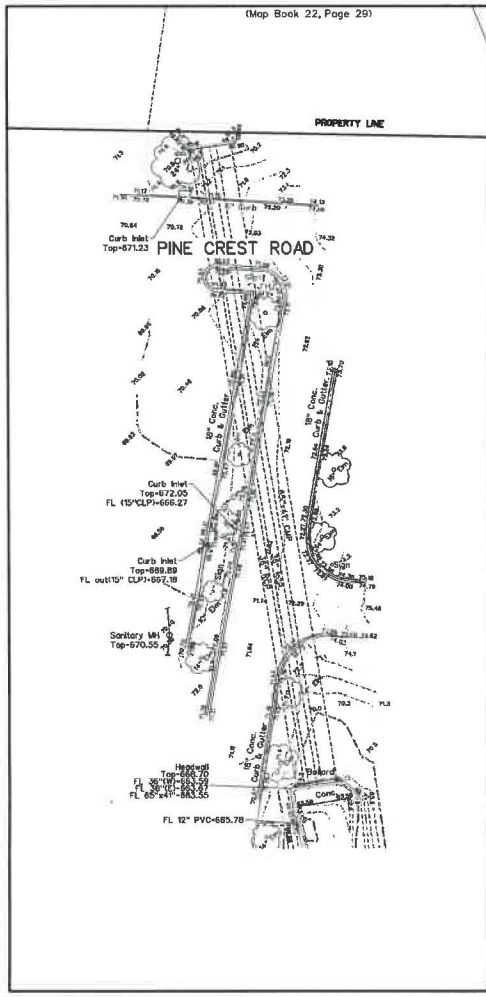




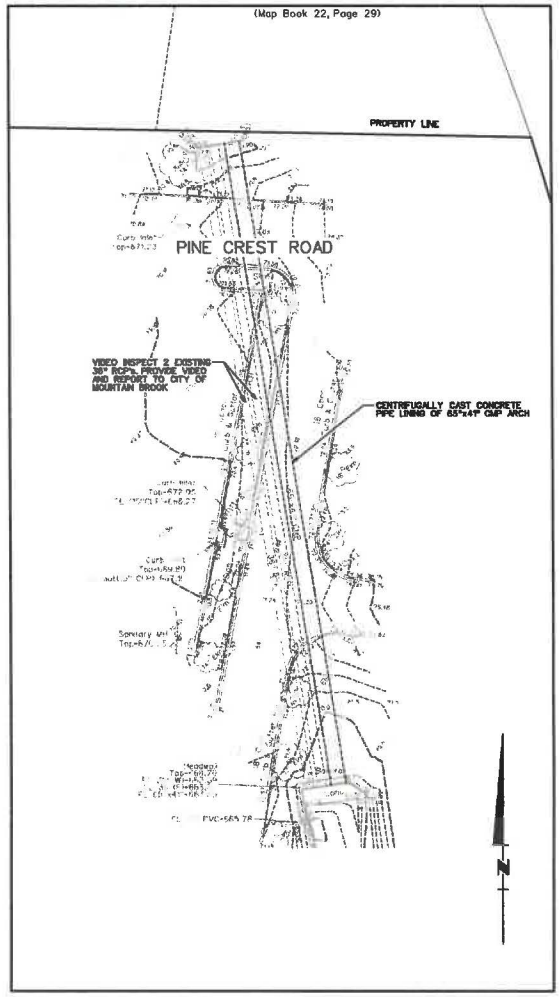
**CANTERBURY UMC  
 DRAINAGE IMPROVEMENTS  
 MOUNTAIN BROOK, ALABAMA**

DRAWING SET  
 CD SET 05/01/22

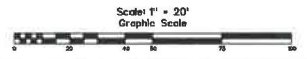
**TOPOGRAPHIC  
 MAP AND  
 PIPE LAYOUT  
 PLAN**  
 DRAWN BY: W.C.C.  
 CHECKED BY: A.F.P.  
 FILE NAME: 215AR-CP1



**TOPOGRAPHIC MAP**  
 SCALE 1"=20'



**LAYOUT PLAN**  
 SCALE 1"=20'



UNDERGROUND UTILITIES SHOWN ON THIS MAP  
 ARE FROM LOCAL UTILITY COMPANY RECORDS  
 AND SHOULD BE FIELD VERIFIED IN THE FIELD  
 PRIOR TO CONSTRUCTION.  
**JOB SAFETY IS NOT THE RESPONSIBILITY OF  
 THE ENGINEER. THE CONTRACTOR IS RESPONSIBLE  
 FOR CONSTRUCTION SITE SAFETY.**

- NOTES:**
- STORMWATER MANAGEMENT OF THE STREAM SHOULD BE INCLUDED IN CONTRACTORS SCOPE AND WILL BE INCIDENTAL TO THE COST OF THE PROJECT. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MANAGE THE STORMWATER DURING CONSTRUCTION IN ORDER TO PERFORM THE WORK OF THE PROJECT.
  - IT IS UNDERSTOOD THAT THE AREA IS A MAJOR DRAINAGE PATH AND MAY BE SUBJECT TO MAJOR FLOODING. CONTRACTOR SHOULD SCHEDULE WORK TO ENSURE SUFFICIENT SAFETY DURING A RAIN EVENT.
  - THE CONTRACTOR IS RESPONSIBLE FOR HAULING OFF EXCESS AND UNUSED MATERIAL.
  - PROTECT ADJACENT BUILDINGS AND PROPERTY AGAINST POSSIBLE DAMAGE DURING ALL PHASES OF CONSTRUCTION.
  - CONTRACTOR IS RESPONSIBLE FOR ALL TRAFFIC CONTROL WHICH SHOULD BE IN ACCORDANCE WITH THE CITY OF MOUNTAIN BROOK ALLI.C.O. AND ADJUT STANDARDS. A COMPLETE ROADWAY CLOSURE MAY BE ALLOWED AND MUST BE COORDINATED WITH AND APPROVED BY WRITING BY THE CITY OF MOUNTAIN BROOK.
  - CONTRACTOR SHALL NOT LEAVE ANY OPEN EXCAVATIONS WHEN NOT ACTIVELY WORKING ON THE SITE.
  - CONTRACTOR SHALL DOCUMENT THE EXISTING LANDSCAPING AND HARDSHIP WITHIN THE PROJECT LIMITS BY VIDEO AND/OR PICTURES AND PROVIDE A COPY TO THE ENGINEER PRIOR TO CONSTRUCTION. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REPLACE AND/OR REPAIR ANY DAMAGED OR DISTURBED LANDSCAPING TO THE PRE-PROJECT PROJECT CONDITION UNLESS OTHERWISE NOTED OR INDICATED ON THE CONSTRUCTION DOCUMENTS THIS INCLUDES SOO, ORNAMENTAL SHRUBS AND BUSHES, TREES, FENCES, ETC.
  - ALL DISTURBED LAWN AREAS SHALL BE SOODED TO MATCH EXISTING GRASS.
  - IN ANY INSTANCES WHERE WORK MAY EXTEND BEYOND THE RIGHT-OF-WAY THIS WORK SHALL BE COORDINATED WITH THE ADJACENT OR AFFECTED PROPERTY OWNER.
  - NO MATERIALS OR EQUIPMENT MAY BE STORED IN A DRAINAGE WAY.
  - ALL PROPERTIES AND RIGHTS-OF-WAY ADJACENT TO THE LIMITS OF CONSTRUCTION SHALL BE PROTECTED. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING TO PRE-CONSTRUCTION CONDITION ANY AND ALL LANDSCAPING, ROADS, GRASS, UTILITY LINES, UTILITY SERVICES, FENCES, STRUCTURES, STORAGE BUILDINGS, ETC.
  - ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE CITY OF MOUNTAIN BROOK STANDARDS AND SPECIFICATIONS FOR THE CONSTRUCTION OF PUBLIC WORKS PROJECTS.
  - THE CONTRACTOR SHALL CONTACT THE CITY OF MOUNTAIN BROOK STORMWATER MANAGEMENT OFFICE AT 256-750-9888 AT LEAST 48 HOURS BEFORE STARTING WORK.

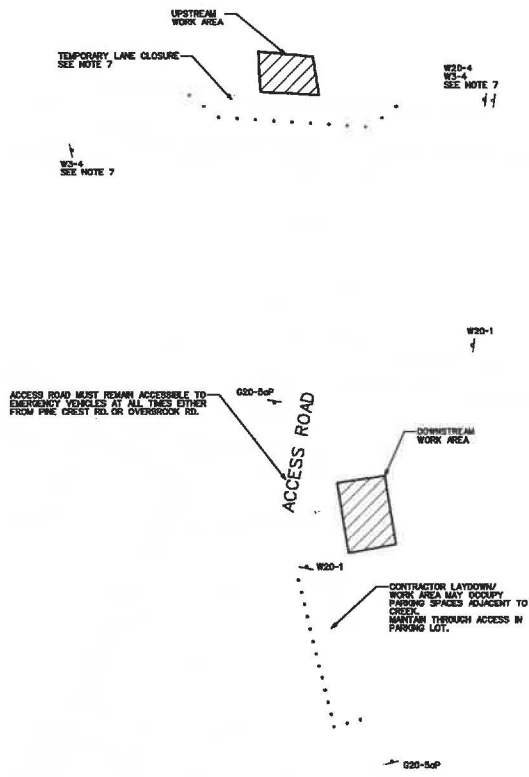
**WORK SCHEDULE RESTRICTIONS**  
 WORK SHALL NOT START PRIOR TO APRIL 17, 2023.  
 WORK SHALL NOT TAKE PLACE ON 12/18/2023 - 12/23/2023  
 NO WORK SHALL TAKE PLACE ON SUNDAYS.

- NOTES**
1. ALL TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), LATEST EDITION.
  2. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO EXISTING INFRASTRUCTURE ON OR OFF-SITE THAT ARE TO REMAIN DUE TO CONSTRUCTION OF THIS PROJECT. ALL DAMAGES WILL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
  3. ALL PERMITS MUST BE IN HAND BEFORE CONSTRUCTION BEGINS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN ALL REQUIRED PERMITS.
  4. ALL OPEN TRAVEL LANES MUST BE MAINTAINED AT A MINIMUM WIDTH OF 10 FEET.
  5. THIS PLAN HAS BEEN PROVIDED FOR GENERAL ROAD/SIDEWALK CLOSURE CONDITIONS. IT IS UNDERSTOOD THAT SPECIFIC SITE CONDITIONS WILL VARY AS CONSTRUCTION PROGRESSES.
  6. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN SAFE VEHICULAR AND PEDESTRIAN ACCESS IN THE VICINITY OF THE CONSTRUCTION SITE. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR PUBLIC SAFETY DUE TO TEMPORARY CONSTRUCTION CONDITIONS.
  7. TEMPORARY LANE CLOSURE MAY BE REQUIRED FOR ACCESS TO UPSTREAM WORK AREA. SIGNS MUST BE REMOVED OR COVERED WHEN LANE IS NOT CLOSED AND CHANNELIZING DEVICES SHALL BE REMOVED FROM ROADWAY.


OVERBROOK CIRCLE


PINE CREST ROAD  
 SEE NOTE 7


OVERBROOK ROAD



**LEGEND**

WORK AREA 



CHANNELIZING DEVICE 

TEMPORARY SIGN  **FACING**

**REQUIRED SIGNS**

			
W20-1 36"x36"	W3-4	W20-4	020-5aP

Scale: 1" = 30'  
 Graphic Scale

CIVIL ENGINEERING - LAND ACQUISITION - SURVEYING - ASBESTOS ABATEMENT  
 Environmental - Civil - Survey - Construction Management  
**SCHUEL**  
 1001 E. 10th Street, Suite 1000, Birmingham, AL 35202  
 205.933.1313  
 www.schuel.com

REGISTERED PROFESSIONAL ENGINEER  
 No. 12482  
 STATE OF ALABAMA  
 CIVIL ENGINEERING

**CANTERBURY UMC  
 DRAINAGE IMPROVEMENTS  
 MOUNTAIN BROOK, ALABAMA**

TRAFFIC CONTROL PLAN  
 DRAWN BY: W.C.C.  
 CHECKED BY: A.F.P.  
 FILE NAME: 21348-1CP

C3 OF 3



CITY OF MOUNTAIN BROOK

Dana O. Hazen, AICP  
Director of Planning, Building &  
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Mountain Brook, Alabama 35213  
Telephone: 205/802-3816  
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hazend@mtnbrook.org  
www.mtnbrook.org

DATE: June 26, 2023

TO: Mayor, City Council & City Manager  
FROM: Dana Hazen, City Planner

RE: Discussion about Construction Hours/Days of Week/Holidays

It has been brought to staff's attention by a MB resident that an amendment might be considered by the city council to reduce the allowable times (hours and days) when construction may occur. It has been suggested that no construction be allowed on Sundays or Holidays, and that weekday allowances be reduced to more in line with other local communities.

For the sake of local comparison:

Homewood

Exterior work authorized under this permit shall be performed only between the hours of 7:00 a.m. and 7:00 p.m. on Monday through Friday of each week and between 8:00 a.m. and 3:00 p.m. on Saturday of each week. It is specifically prohibited that no work shall be conducted on Sunday of each week unless otherwise provided by exception for as outlined in section 5-9.2 of the City Code:

Application for exceptions must be made to the Building Inspector of the City of Homewood and shall state specific reasons for such exceptions, which reasons will be acted upon in the sole discretion of the Building Inspector, Mayor or Fire Chief of the City of Homewood.

Vestavia Hills

Construction Noise is limited to 7:00 a.m. to 10:00 p.m. Monday through Friday; only on a Holiday if the Holiday is on a weekday.

Application may be made to the City Building Official and City Manager, Mayor or Representative for any Saturday or Sunday work at least 48 hours before the date for any allowance during the weekend.

Mountain Brook:

**Sec. 109-3. Times within which construction may be conducted.**

(a) No construction work, including grading, site work, the installation of foundations and the paving of surfaces, may be conducted in connection with houses or other buildings, roads, driveways, walls, fences or any other structures (collectively, "improvements") located within the city before 8:00 a.m. on Saturdays, Sundays and generally recognized holidays or before 7:00 a.m. on any other day, or after 8:00 p.m. on any day; provided, that:

(1) During periods when daylight savings time is in effect construction work may begin at 8:00 a.m. on Saturdays, Sundays and generally recognized holidays and at 6:30 a.m. on any other day; and

(2) Upon written application for an exception to the foregoing limitations with respect to a particular construction project, which application must set forth the reason for the requested exception, the city manager may, for good cause shown, grant a temporary exception to such limitations, which exception must be evidenced by a written document signed by the city manager.

This section shall apply to the modification, repair, restoration and refurbishment of existing improvements, as well as the construction of new improvements.

**CITY OF MOUNTAIN BROOK**



**Tyler Slaten**  
**Senior Planner**  
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Mountain Brook, Alabama 35213  
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slatent@mtnbrook.org  
www.mtnbrook.org

**DATE:** June 26, 2023

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

**FROM:** Tyler Slaten, City Planner

**RE:** Board of Landscape Design Term Appointment

Brooks Sanders' BLD term expired on June 22, 2023; Ms. Sanders has expressed a wish to continue to serve on BLD, and the BLD members have unanimously recommended that she renew for another term. The city does not have any other active applicants for the Board of Landscape Design at this time.

CITY OF MOUNTAIN BROOK



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DATE: June 26, 2023

TO: Mayor, City Council & City Manager

FROM: Tyler Slaten, City Planner

RE: Board of Landscape Design Term Appointment

David Lyles' BLD term expired on June 22, 2023; Mr. Lyles has expressed a wish to continue to serve on BLD, and the BLD members have unanimously recommended that he renew for another term. The city does not have any other active applicants for the Board of Landscape Design at this time.



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DATE: June 26, 2023

TO: Mayor, City Council & City Manager

FROM: Tyler Slaten, City Planner

RE: Board of Landscape Design Term Appointment

David Lyles' BLD term expired on June 22, 2023; Mr. Lyles has expressed a wish to continue to serve on BLD, and the BLD members have unanimously recommended that he renew for another term. The city does not have any other active applicants for the Board of Landscape Design at this time.

CITY OF MOUNTAIN BROOK



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DATE: June 26, 2023

TO: Mayor, City Council & City Manager

FROM: Tyler Slaten, City Planner

RE: Board of Landscape Design Term Appointment

Andrew Hicks' BLD term expired on June 22, 2023; Mr. Hicks has expressed a wish to continue to serve on BLD, and the BLD members have unanimously recommended that he renew for another term. The city does not have any other active applicants for the Board of Landscape Design at this time.





**CITY OF MOUNTAIN BROOK**

P. O. Box 130009  
 Mountain Brook, Alabama 35213-0009  
 Telephone: 205.802.2400  
 Facsimile: 205.874.0611  
 www.mtnbrook.org

**To:** Sam Gaston, City Manager  
**cc:** Mayor and members of the City Council  
**From:** Steven Boone  
**Date:** June 23, 2023  
**Re:** Retirement window analysis

Analyzing the financial implications of Early Retirement Incentive (ERI) programs is highly complex. The tendency is to compare cost savings from replacing senior personnel at the higher end of the salary schedule with entry level personnel taking into account the higher cost of retiree medical insurance. This approach does not take into consideration the costs of recruitment, training, overtime and/or the possible use of contractors during the transition period, lost institutional knowledge, and the effects on the post-employment benefit and pension plans (both of which require actuarial analysis). Historically, the City's ERI program has not been solely for short-term cost efficiencies but rather in recognition that the cost of medical insurance may limit its employees' ability to retire and the fact that the nature of many of the City's jobs are not well suited for older workers.

That being said, looking solely at the cost differential between a retiring firefighter/police officer and entry level person follows:

Year	Net Retiree Medical Premium	Longevity & Benefit (Savings)	Net Salary & Benefit (Savings)	Annual (Savings) Cost
Family Net Monthly Cost	\$ 1,479			
Medical trend & Inflation	5.00%		2.00%	
1	\$ 17,750	\$ (6,260)	\$ (38,140)	\$ (26,650)
2	18,640	(6,260)	(35,370)	(22,990)
3	19,570	(6,260)	(32,300)	(18,990)
4	20,550	(6,260)	(28,900)	(14,610)
5	21,580	(6,260)	(25,140)	(9,820)
6	22,660	(6,260)	(21,010)	(4,610)
7	23,790	(6,260)	(16,450)	1,080
8	24,980	(6,260)	(11,460)	7,260
9	26,230	(6,260)	(5,990)	13,980
10	27,540	(6,260)	0	21,280
11	28,920	(6,260)	0	22,660
12	30,370	(6,260)	0	24,110
13	31,890	(6,260)	0	25,630
	<u>\$ 314,470</u>	<u>\$ (81,380)</u>	<u>\$ (214,760)</u>	<u>\$ 18,330</u>
Net present value discounted at 2%				<u>\$ 736</u>

Note: The above illustration represents the aggregate cost (savings) over a 13-year period assuming medical costs increase at 5% annually. The results improve the shorter the period the retiree qualifies for medical coverage and as the salary of the retiring employee increases (see also below). The net cost in the above illustration is due to 1) the replacement employee's salary equals the retired employees salary in year 9 and 2) the annual medical costs exceed the labor costs savings in the later years.

Running the same analysis assuming a retiring employee at grade 26 step 10 and new hire at grade 19, step 1, the cost savings increases significantly due to the larger wage disparity between the retiree and new hire reduced for the the multiple pay step increases employees will receive due to promotions resulting from the retirement.

Year	Net Retiree Medical Premium	Longevity & Benefit (Savings)	Net Salary & Benefit (Savings)	Annual (Savings) Cost
Family Net Monthly Cost	\$ 1,479			
Medical trend & Inflation	5.00%		2.00%	
1	\$ 17,750	\$ (7,990)	\$ (61,800)	\$ (52,040)
2	18,640	(7,990)	(59,840)	(49,190)
3	19,570	(7,990)	(57,600)	(46,020)
4	20,550	(7,990)	(55,090)	(42,530)
5	21,580	(7,990)	(52,260)	(38,670)
6	22,660	(7,990)	(49,090)	(34,420)
7	23,790	(7,990)	(45,560)	(29,760)
8	24,980	(7,990)	(41,640)	(24,650)
9	26,230	(7,990)	(37,300)	(19,060)
10	27,540	(7,990)	(32,510)	(12,960)
11	28,920	(7,990)	(33,160)	(12,230)
12	30,370	(7,990)	(33,820)	(11,440)
13	31,890	(7,990)	(34,500)	(10,600)
	<u>\$ 314,470</u>	<u>\$ (103,870)</u>	<u>\$ (594,170)</u>	<u>\$ (383,570)</u>

Net present value discounted at 2% \$ (347,124)

I recommend that the retirement window be re-opened beginning July 31, 2023 and remain open through May 31, 2024.