

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

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

JULY 10, 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 07102023).

1. ROW encroachment agreement at 64 Pine Crest Road-Dana Hazen (See attached information. This item may be added to the formal agenda.)
2. Drainage study proposal for Beech Street and Sims Avenue-William Thomas of Schoel Engineering (See attached information. This item may be added to the formal agenda.)
3. Set date for a Special Council meeting to award repair bids for The O'Neal Library-Lindsay Gardner
4. Parks/Recreation Board appointment-Shanda Williams (See attached information. This item may be added to the formal agenda.)
5. Finance Committee reappointments (3)-Lloyd Shelton (See attached information. These items may be added to the formal agenda.)

THIS INSTRUMENT PREPARED BY:

Julie V. Lewis

JEFFERSON COUNTY }
STATE OF ALABAMA }

RIGHT-OF-WAY ENCROACHMENT AGREEMENT

This **Right of Way Encroachment License Agreement** (the "Agreement") is entered this 26 day of June 2023 by and between the **City of Mountain Brook, Alabama**, a municipal corporation (hereinafter the "City" or "Licensor"), and William and Julie Lewis (hereinafter individually or collectively referenced for purposes of this Agreement as the "Licensee").

WITNESSETH:

WHEREAS, the Licensee represents that it owns the following real property located in the City of Mountain Brook, Jefferson County, Alabama:

Address: 64 Pine Crest Rd Mountain Brook AL 35223
Parcel ID #: 28 00 09 2 005 001.000
Legal Description _____

(the "Property");

WHEREAS, the Property abuts right(s) of way that is owned by the City and reserved for the use of the general public (the "City ROW");

WHEREAS, the Licensee desires to install and maintain blue stone parking pad and sidewalk/patio at the location depicted on the attached Exhibit "A" (collectively hereinafter the "Improvement"), and intend that the Improvement will be used by the occupants of the Property or their guests;

WHEREAS, part or all of the area in which the Improvement will be installed lies within and encroaches upon the City Right of Way (hereinafter, the "Encroachment Area"); and

WHEREAS, subject to terms, conditions and understandings herein, the City agrees to grant the Licensee a non-exclusive, revocable license to install and use the encroaching Improvement within the City ROW.

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 City grants the Licensee a non-exclusive, revocable license to utilize the City ROW for purposes reasonably related to the construction, installation, maintenance and use of above-described encroaching Improvement within the Encroachment Area (the "License"). No other uses of the City ROW are authorized.

2. The Licensee agrees and acknowledges that this Agreement grants it (or them) only a license, not any interest, title, permanent right or estate. The grant made hereunder is personal to the Licensee and does not run with the land. Further, the Licensee agrees to not claim any permanent interest in the Encroachment Area by entering into this Agreement or by its use of any contemplated encroaching Improvement.

3. The Licensee agrees to (a) keep the Encroachment Area clean and free of debris, weeds or overgrown grass, (b) maintain the contemplated encroaching Improvement in good and sound condition, and (c) not use the Encroachment Area or any encroaching Improvement in a manner that creates a hazard or causes damage to any third persons or adjacent properties.

4. The Licensee acknowledges that, in the event that the City, in the exercise of its sole discretion, determines that the Licensee's utilization of the Encroachment Area or the Improvement conflicts with City's use of or plans to use that Area, it may revoke the License effective upon providing the Licensee written notice from the Mayor, the City Manager or the City's other executive official. If the License is revoked, the City, in the exercise of its sole discretion, either (a) may request that the Licensee, at its (or their) expense, remove any encroaching Improvement and restore the City ROW to a condition that is reasonably satisfactory to the City within thirty (30) days after the receipt of notice of revocation, or (b) at the City's expense, may remove any encroaching Improvement placed by the Licensee in the Encroachment Area. If the City revokes the License, the Licensee waives and releases the City from any and all claims for expenses incurred by the Licensee to construct or maintain any Improvement in the Encroachment Area.

5. The Licensee may not assign or transfer this Agreement (or any benefit, right or obligation hereunder) to any third party without advance written consent by the City, which consent shall not be unreasonably withheld.

6. All plans, designs and work to construct any contemplated encroaching Improvement shall be subject to review and approval of the City's Building Inspection Department, or such other department as the City may designate. Further, the Licensee agrees that all operations related to the installation or maintenance of any such Improvement will comply with applicable federal, state and local laws, ordinances and regulations (including but not limited to, license and permit requirements) that relate to those operations.

7. The Licensee shall not permit any mechanic or materialman's lien to be filed against the City or concerning the Encroachment Area by reason of any labor, services, materials or equipment supplied or claimed to have been supplied to construct or maintain any encroaching

Improvement (collectively, a "Lien"). If such a Lien is filed, then the Licensee, after notice of its filing, promptly shall either (a) cause the same to be discharged by depositing adequate funds in court or issuing a bond; or (b) indemnify the City against any loss from a Lien by posting security or taking other actions that are reasonably satisfactory to the City.

8. The Licensee, for itself and on behalf of any of its heirs, personal representatives, authorized assigns or other persons or entities that may succeed to its interest in this Agreement (collectively the "Licensee" for purposes of this provision) agrees to waive, release, indemnify, defend and hold harmless the City, and its officers, employees, and representatives (collectively for purposes of this provision, the "City"), from and against any claim, liability, loss, expense (including, reasonable attorney fees and costs of court), demand or action asserted against the City by the Licensee or by any third party claiming personal injury, property damage or any other loss of any kind (collectively, a "Claim") that arises from or is in any manner related to (a) the Licensee's use of the License granted herein or the Encroachment Area, or (b) any encroaching Improvement placed in the City ROW. The scope of this indemnification obligation includes Claims that are caused or allegedly caused in whole or part by the negligence of the City; provided that the Licensee shall not be obligated hereunder to indemnify the City for Claims that are caused by the gross negligence or willful misconduct of the City.

9. If the Licensee removes or substantially modifies an encroaching Improvement after this Agreement is executed, it shall not replace or construct another or different Improvement or structure in the City ROW without advance approval from the City; provided that nothing herein shall prohibit the Licensee from maintaining, repairing or refurbishing any encroaching Improvement contemplated by this Agreement.

10. All notices that may be required to be given hereunder shall be deemed to have been properly given if in writing and (a) if personally delivered, or (b) sent either by registered or certified mail, postage prepaid, and addressed as follows, or by nationally recognized overnight courier to the following address (or such other address as a party may designate in writing):

To the City:

City of Mountain Brook, Alabama
Attention: City Manager
56 Church Street
Mountain Brook, AL 35213

To the Licensee:

William and Julie Lewis
64 Pine Crest Rd
Mountain Brook, AL 35223

Notices shall be deemed given upon receipt or refusal of delivery.

11. 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 the City 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.

(c) 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.

(d) 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

(e) If requested by the City, the Licensee shall record a fully-executed form of this Agreement in the real property records of the Probate Court for Jefferson County.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date hereinabove set forth.

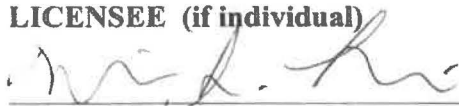
ATTEST:

CITY OF MOUNTAIN BROOK, ALABAMA

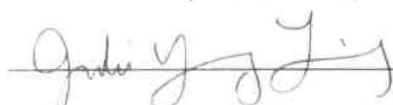
City Clerk

By: _____
Mayor

LICENSEE (if individual)



LICENSEE (if individual)



LICENSEE (if entity)

Name of Entity

By: _____

Its: _____

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

(For Use if Licensee is Individual)

I, the undersigned authority, a Notary Public duly commissioned in and for the County and State aforesaid, hereby certify that William Lewis whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she executed same voluntarily.

Given under my hand and official seal this 26th day of June, 2023

Shawn Marie Davis
NOTARY PUBLIC
My Commission expires: August 24, 2026

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

(For Use if Licensee is Individual)

I, the undersigned authority, a Notary Public duly commissioned in and for the County and State aforesaid, hereby certify that Julie Lewis whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she executed same voluntarily.

Given under my hand and official seal this 26th day of June, 2023

Shawn Marie Davis
NOTARY PUBLIC
My Commission expires: August 24, 2026

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

(For Use if Licensee is Entity)

I, the undersigned authority, a Notary Public duly commissioned in and for the County and State aforesaid, hereby certify that _____ whose name as _____ of _____, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she as such officer and with full authority, executed same voluntarily for and as the act of said entity.

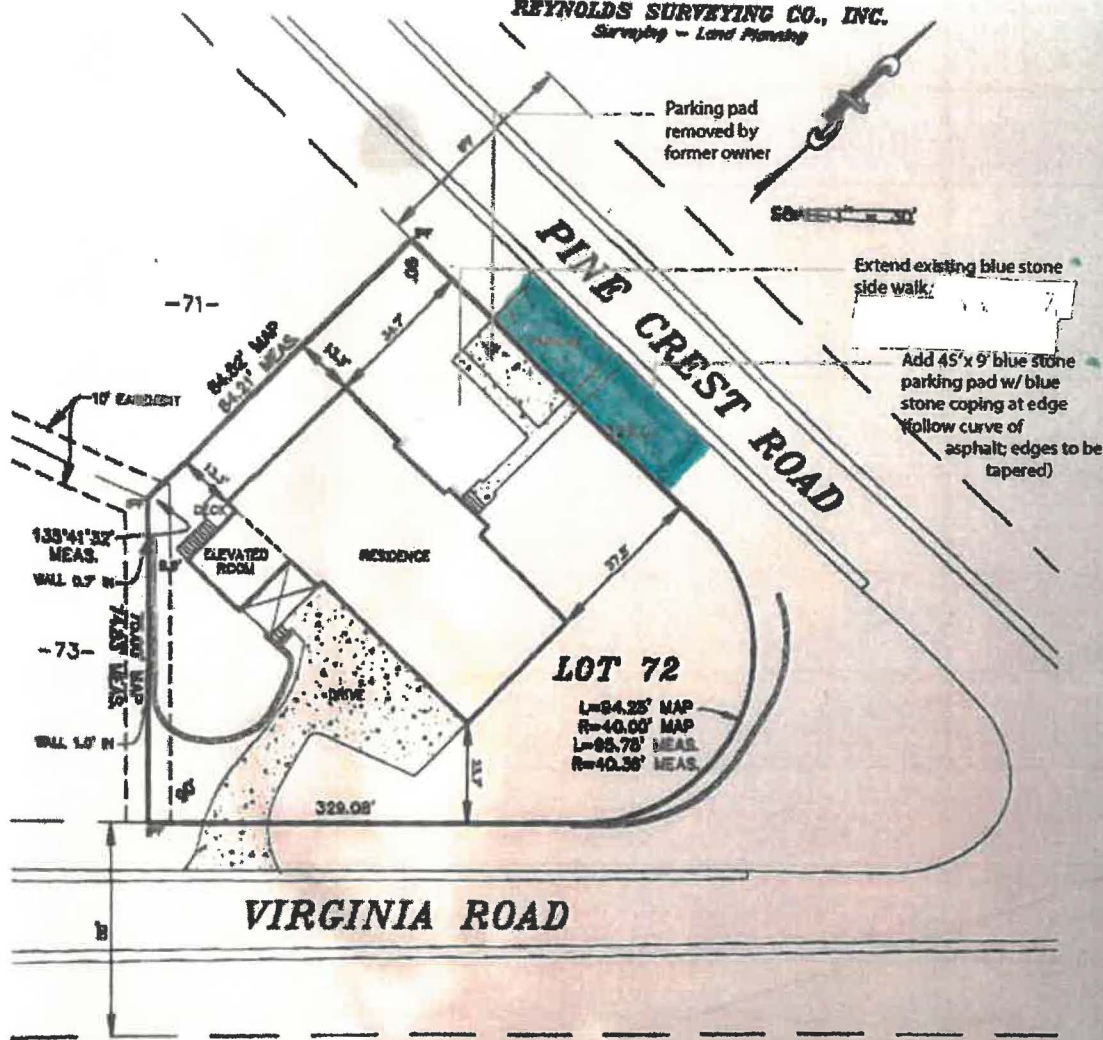
Given under my hand and official seal this _____ day of _____, 20__.

NOTARY PUBLIC
My Commission expires: _____

Aug 2014

EXHIBIT A - DEPICTION OF ENCROACHMENT AREA

See attached.



- EXISTING
- 10' EASEMENT
- 133'41'32" MEAS.
- WALL 0.7" N
- 73-
- WALL 1.0" N
- 329.08'
- DRIVE
- DECK
- ELEVATED ROOM
- RESIDENCE
- LOT 72
- L=84.25' MAP
- R=40.00' MAP
- L=85.78' MEAS.
- R=40.38' MEAS.

STATE OF ALABAMA
JEFFERSON COUNTY

"CLOSING SURVEY"



I, Robert Reynolds, a Registered Surveyor, do here by state that this is a true and correct plat or map of Lot 72, Block --- of PINE CREST as recorded in Map Book 18 Page 64 in the Office of the Judge of Probate in JEFFERSON County, Alabama. All parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice of Surveying in the State of Alabama to the best of my knowledge, information and belief. The improvements on said premises are as shown. There are no visible encroachments on over or across said lands except as shown. According to my survey this the 13TH day of JUNE 2018

NOTE: This survey is not transferable to any additional institutions or subsequent owners.

Parham: DUMAS
Address: 84 PINE CREST ROAD

Reg. No. 25867

B118/10

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

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

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

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. 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:** _____

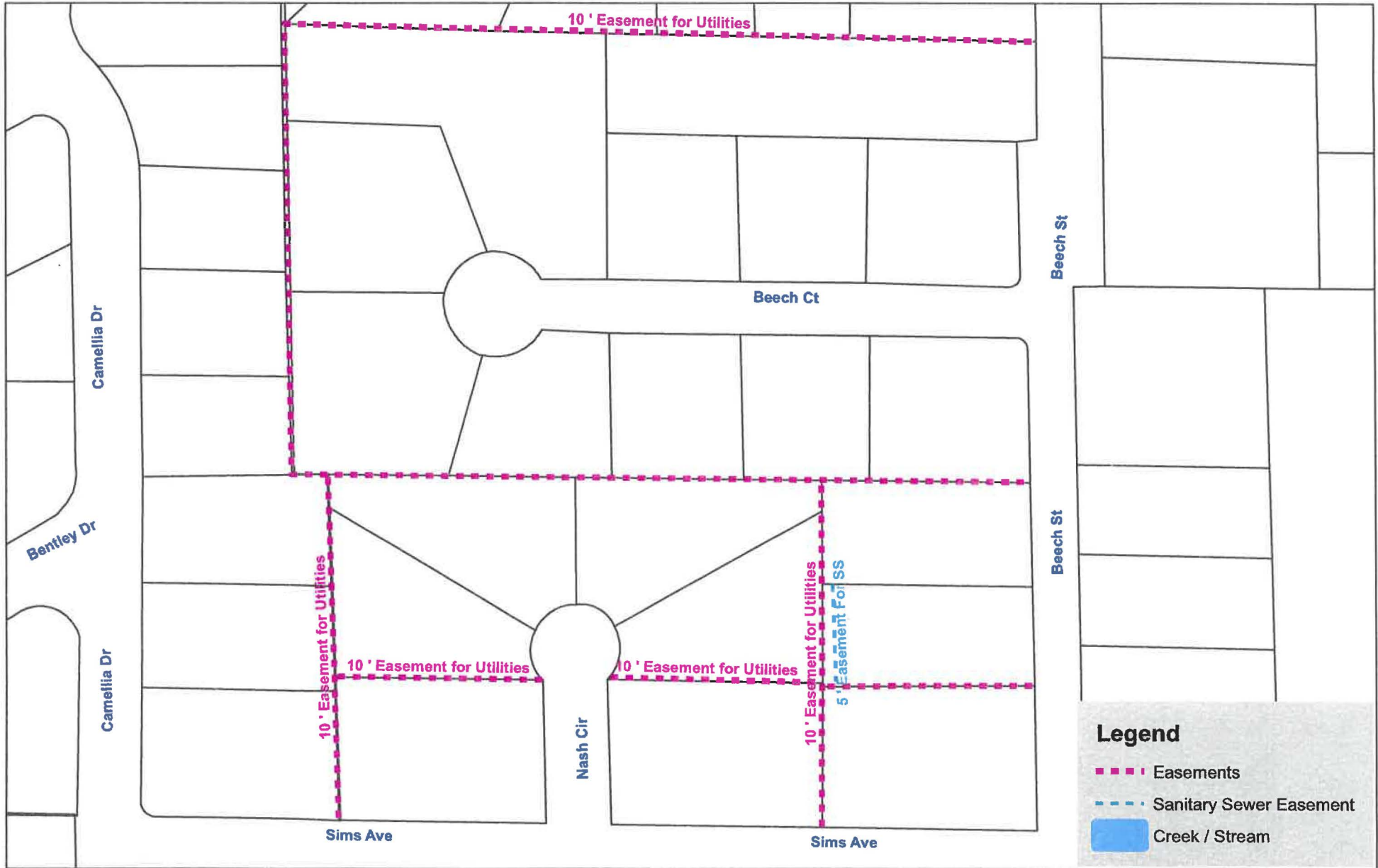
Email Address: _____

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

Consultant's Project Representative: _____

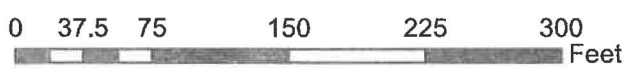
Client's Project Representative: _____

Beech Street and Sims Avenue Easement Map



Legend

- ■ ■ ■ ■ Easements
- - - - - Sanitary Sewer Easement
- Creek / Stream



City of Mountain Brook GIS Department
Created by: Eddy Parsons
Date: 7-05-23

subdivision. No permanent structure or other obstruction shall be located within the limits of a dedicated easement."

Bentley Hills, 4th Sector
mp 34 p 82

SW 1/4 of NW 1/4 of
Section 34,
Township 17 South,
Range 2 West, JCA.

Lot 6
Lot 5
Lot 4
10' Utility Easement
found L Weyand Cap Iron

104.66' meas
105.00 map
81.00' meas
80.60 map
87°58'15" meas
91°56'15" meas
92°13' map
5' Sanitary Sewer Easement
87°47'00" map

found L Weyand Cap Iron

Lot 8-A
13,229 sf
Lot 8
zoned R-B

Lot 8

163.95' meas
164.00 map

Lot 7

164.31' meas
164.00' rec

10' Utility Drainage easement

163.04' meas
164.00' rec

Sims Avenues
50' ROW

87°47'00"
found Gilbert capped iron

105.12' meas
105.00' map

found Gilbert capped iron

80.80' meas
80.60' map

Beech Street
50' ROW

92°56'17" meas
92°13' map

found L Weyand Cap Iron

81.64' meas
81.00' rec

found Crimp Iron

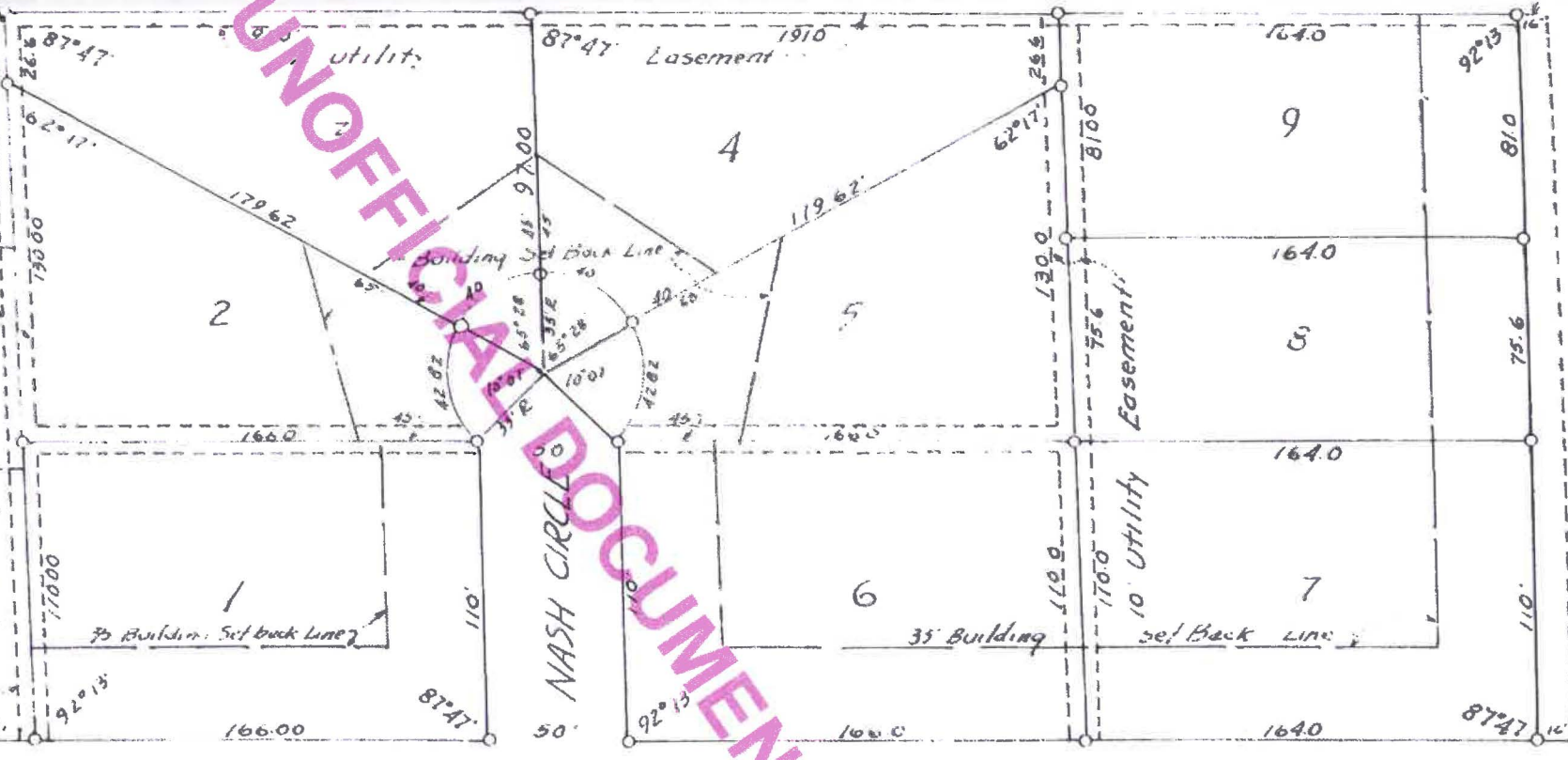


OFFICIAL DOCUMENT

SW 1/4 - NW 1/4
SEC 34 T17R2W

BENTLEY HILLS 2ND SECTOR
PARCEL A
PARCEL B
PARCEL C.

30' Strip Reserved for Rejoining Lots of 2nd Sector
10' Utility Easement



UNOFFICIAL DOCUMENT

50' SIMS AVE 50'

BFFCH ST

Date: July 5, 2023
To: Council Members
From: Shanda Williams, Parks and Recreation
Subject: Park Board Appointment

David Price’s term expired recently and someone needs to be appointed to fill his vacant position.

As with all city boards, the Park Board and City Council must evaluate the position and eligible applicants to see who will be the best fit for the board going forward with the new term. To aid in this decision, we have an application process in place that gives each person a chance to describe their interests in the specific board/commission and how they think they would be beneficial in that role. Most of the applicants have also had a chance to attend a Park Board meeting to introduce themselves, but because they only came to one meeting, not everyone had the chance to meet them. I have invited them to visit and participate in future Park Board meetings to allow for more informed recommendations when filling a position. This should also encourage more public input into our projects.

I have attached the all the applications of the eligible candidates which include Blake Russell, Tom Warburton, and Tate Davis. All applicants have listed experiences and qualifications that would benefit the Park Board and even though some have been on our list for a few years, they all have recently expressed an interest in serving on the Park Board.

The Park Board members submitted their recommendations. Each applicant received recommendations, but Tom Warburton narrowly nudged out the other two. Some of the reasons listed for Mr. Warburton was his recent volunteer efforts in beautifying areas of Birmingham and his leadership with the Boy Scouts. Some comments about Blake Russel was his involvement with the sports programs and it would be beneficial to have some overlap between him and Brian Lucas if he steps down in 2024 as planned. Tate Davis has shown interest in serving on the Park Board by visiting the meetings fairly regularly and participating in some of our discussions.

In order to help present a whole picture of the board, here is a list of the board members, the year their term expires, and what term they are currently serving.

2023	2024	2025	2026	2027
	Brian Lucas (2)	Trent Wright (2)	Meredith Waldrop (2)	Bill Wyatt (3)
Aimee Reese (1)	Charlie Carper (3)	Helen Drennen (2)		Elizabeth Dunn (1)
				Dean Nix (4)

We have a variety of park and recreation interests to work on for the next few years. We are working on the Jemison Trail renovation, the Tot Lot plans, and potential improvements to Overton Park as well as other trail and park improvements. We are also continuing our efforts to make improvements at all the sports fields and add more pickleball courts. I also think with our new pickleball courts and turf fields, we need to adjust our rental agreements to include tournament rates and guidelines as those requests have increased drastically this past year. Of course we continue to work with island improvement projects and Eagle Scout projects on a regular basis.

City of Mountain Brook Public Service Application

Date: 2/13/2023 Name Tate Alexander Davis

Phone Number: (205)586 - 7212 Email: tad8910@gmail.com

Address: 3752 North Woodridge Road, Mountain Brook AL 35223
Street City State Zip Code

How long have you been a resident of Mountain Brook? 38

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

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

Previous Board Appointments

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

Name of Board	Dates Served
Mountain Brook Chamber of Commerce Executive Board	2023 - Current

Community Activities

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

Name of organization	Dates Served	Title, Specific Projects, or Other Info.
Board Member of Camp McDowell	2019 - Current	
Jr Board of Magic Moments	2004 - 2006	
St. Luke's Church Facilities Committee	2006- Current	
Monday Morning Quarterback Club	2009 - Current	
Long Green Line	2021 - Current	MBHS Football Mentorship Program
Alabama Associated General Contractors	2005 - 2019	
Supported United Way Campaign through Brasfield & Gorrie	2004 - 2019	

Appointment Interest

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

I am interested in getting more involved in our community and Park & Rec Board is a good starting point for me. Our facilities, fields, trails, and parks interest me as they are used heavily by myself and my family and likely the most used resource in our community and beyond. We need to continue to maintain and grow all those mentioned above while making sure they are properly planned and expanded to keep up with our communities' growth and the connectivity we share with Samford & Homewood.

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

I want to carry on the tradition that Mountain Brook has established and make our city parks, fields, facilities, & trails better than they are now for the future of our City and children. I have experienced the use of all our fields, parks & facilities as a child and again now as an adult raising my own children. All these places helped mold me in my youth playing sports and exercising. I have played & coached MB sports and now putting my children through our MB youth and High School programs, our Parks and Recreation facilities continue to shape this community. I want to make sure this continues for future generations.

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

I have spent 23 years in the construction and development industry. I would be beneficial to the Board with this background to help plan and implement new fields, trails, restrooms, gyms & other buildings that are needed in the community.

Additionally, I spent 3 springs & summers in high school working for the Parks & Recreation Department. I am familiar with what it takes to maintain our ball fields and City property because I have personally cared for these areas in the past.

Certification

By initialing here (), I certify the following:

- I am a resident of Mountain Brook
- I understand the commitment requirements for the board for which I am applying.
- I understand that I will be serving without compensation.
- I will report to the city if a conflict of interest arises or something changes that would affect my membership on the Board.
- I will keep an open mind and consider all sides of issues presented to the board.
- I understand that this application and appointment will become public record.

Empty rectangular box for additional information or signature.

Tate Davis

Printed Name of Applicant



Signature

2/13/23

Date

Note: If additional space is needed to complete the application, you may either write on the back of one of the pages or add additional pages. You may also attach any valid documentation you feel necessary to give us a better understanding of your qualifications. This includes a resume, copy of licenses or degrees, etc.

Submit the application to: www.mtnbrook.org or Sam Gaston, City Manager at gastons@mtnbrook.org

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

TATE DAVIS 205-586-7212 | tad8910@gmail.com

SENIOR CONSTRUCTION OPERATIONS EXECUTIVE

Multifaceted Leader Driving Millions in Profit with Integrity and Positioning Companies for Lasting Success

Construction leader with 20+ years of experience managing multi-million-dollar projects with operational excellence. Wideranging

success partnering with high-profile clients in commercial, healthcare, and multi-family industries. Highly ethical and

articulate communicator with an innate ability to understand business operations and what is needed to be successful. Trusted

advisor to a network of stakeholders. *Seeking a leadership role managing people, business processes, and client relationships.*

OPERATIONAL LEADERSHIP NARRATIVE

***Director of Construction | Advenir Oakley Capital – Birmingham, Alabama 2022
Start-up vertical investor, developer and operator of Single-Family Rental / Built-for-Rent communities across the nation.***

Fostered industry relationships that expanded the company's project portfolio. Provided preconstruction expertise in document review and

bid evaluations of general contractors/subcontractors, transitioning into owner's representative for onsite OAC meetings, schedule and

budget management, and pay application review. Refined programmatic project drawings for general contractors resulting in greater accuracy

with bids, budget savings, and greater pool of contractor options. Managed multiple projects and served as the interface between ownership

and General Contractors. Utilized critical analysis, thoughtful decision-making, and motivational leadership in scheduling, budget, and people

management to keep projects on track. Contributed to the streamlining of the start-up's brand strategy and messaging to drive future growth.

Vice President of Project Development | Capital Growth Medvest – Birmingham, Alabama 2019 – 2021

Medical Real Estate Development Services.

Collaborated with healthcare systems, physicians, and tenants to ensure project development goals exceeded standards from inception to

turnover. Served as the Project Owner's Representative – managed General Contractors, kept projects within budget with on time

completions. Led project planning, construction process, budget administration, permitting, RFP process, and contractor selection during preconstruction.

Facilitated the architect design process – refined programmatic project drawings for General Contractors and subcontractors to

review resulting in greater accuracy with bids and savings to the overall budget. Used Procore to manage projects, resources, and financials.

Project Manager / Assistant Project Manager / Estimator | Brasfield & Gorrie, LLC – Birmingham, AL 2004 – 2019

Largest General Contractor in the southeast region; #22 ENR Top 400 Contractors.

Dedicated team member receiving three promotions in 11 years. Entrusted to serve as primary point of contact for the Owner and Architect on behalf of multiple notable projects. Coordinated multi-faceted construction teams up to 100 people and bridged solid relationships between all parties to produce high-quality products. Monitored project progress, analyzed performance, identified risks, and implemented corrective measures through numerous technology platforms including: Prolog, Primavera 6, Oracle's JD Edwards EnterpriseOne, Submittal Exchange, and PlanGrid. Briefed executive leadership on progress with a strong focus on continual problem solving to overcome any obstacles.

NOTABLE PROJECTS

- n LEO@Jamestown, 296 Units (\$59 M)
- n Auburn University Student Center (\$32 M)
- n LEO@Flint Crossing, 266 Units (\$51 M) n Knoxville Rehabilitation Hospital (\$31 M)
- n Bryant Denny Stadium South Endzone Expansion (\$50 M) n Homewood Board of Education Central Office (\$9 M)
- n AdventHealth Wesley Chapel Healing Plaza (\$43 M) n Ronald McDonald House Expansion (\$7.3 M)
- n E.J. Ourso College of Business (\$40 M) n National Bank of Commerce Headquarters (\$5.5 M)
- n Pizitz Building & Parking Deck Renovation (\$40 M) n The Club Renovation (\$4 M)

CIVIC LEADERSHIP & AFFILIATIONS

- n Board Member | Mountain Brook Chamber of Commerce n Facilities Committee | Saint Luke's Episcopal Church
- n Board Member | Camp McDowell, Board Member n Youth Adult Lead Team | Saint Luke's Episcopal Church
- n Member | Monday Morning Quarterback Club n Hampden-Sydney College, Football
- n Mentor | The Long Green Line, Mountain Brook High School Football Mentorship Program

EDUCATION

Bachelor of Science in Business Administration, Auburn University
LEED AP | OSHA 30 Hour

**City of Mountain Brook
Public Service Application**

Date: 8/14/20 Name Blake Russell
 Phone Number: (205) 447-6103 Email: rblakerussell@gmail.com
 Address: 4032 Royal Oak Circle Mt. Brook, AL 35243
Street City State Zip Code

How long have you been a resident of Mountain Brook? 11 years

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

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

Previous Board Appointments

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

Name of Board	Dates Served

Community Activities

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

Name of organization	Dates Served	Title, Specific Projects, or Other Info.
<u>Mountain Brook Athletics</u>	<u>2015 - Present</u>	<u>Volunteer Coach</u>

Appointment Interest

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

I have a 10, 7, and 4 year old that all play sports in Mountain Brook. I'm passionate about youth sports and the facilities and parks in the city. I want to serve the city by joining this board.

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

Spots facilities and improving the access for our youth
Improving our parks to ensure that people of our
great city can maximize the usage of them

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

I coach youth baseball, basketball, and football and
have visibility and understanding of all facilities in Mountain
Brook. I'm passionate about our community and for
being a positive influence to our youth. I'm a leader at
my company and those skills will translate into being a great
board member

Certification

By initialing here (BR), I certify the following:

I am a resident of Mountain Brook

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

I understand that I will be serving without compensation.

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

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

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

Blake Russell

Printed Name of Applicant



Signature

8/4/20

Date

Note: If additional space is needed to complete the application, you may either write on the back of one of the pages or add additional pages. You may also attach any valid documentation you feel necessary to give us a better understanding of your qualifications. This includes a resume, copy of licenses or degrees, etc.

Submit the application to: www.mtnbrook.org or Sam Gaston, City Manager at gastons@mtnbrook.org

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

Blake Russell
4032 Royal Oak Circle · Birmingham, AL 35243 · (205) 447-6103
brussell@primetherapeutics.com

Education

University of Alabama, Tuscaloosa, AL
Bachelor of Science in Commerce and Business Administration, 2002
Major: Healthcare Management

Professional Experience

Prime Therapeutics, Birmingham, AL

Director, Employer Market Sales, February 2020 – Present

- Lead a team of 11 Sales Executives that are responsible for selling prescription drug benefits to employers
- Responsible for the overall sales strategy at the company
- Educate benefit consultants on the value and capabilities of the company
- Establish incentive structures and the sales department budget

Prime Therapeutics, Birmingham, AL

Sales Executive, April 2014 – February 2020

- Collaborate with Blue Cross and Blue Shield of Alabama and key internal stakeholders to develop and execute market positioning strategies
- Responsible for building strong relationships with key consultants in my market
- Build winning strategies for key prospects and pursue the business
- Provide continuous education to client sales, client account management, employer groups, and consultants on key industry topics/trends and new products and services
- Establish and maintain relationships with the Blue Cross Sales, Pharmacy, Proposal, and Underwriting teams

Prime Therapeutics, Birmingham, AL

Account Executive, March 2013 – April 2014

- Manage and provide strategy related to pharmacy spend, benefit consultation, products and services, and group/member satisfaction for forty self insured employer groups
- Execute on the up sell of products and services to employer groups that align with Blue Cross and Blue Shield of Alabama and Prime's corporate initiatives
- Meet with employer groups and report key financial metrics on a quarterly basis
- Provide continuous education to employer groups on key industry topics/trends and new products and services
- Establish and maintain relationships with the Blue Cross account team, employer group administrators, and consultants

Prime Therapeutics, Birmingham, AL

Senior Account Consultant, October 2010 – March 2013

- Responsible for leading strategy related to Home Delivery, Website Services, e-Prescribing, Pharmacy Audit, and other pharmacy product offerings for Blue Cross and Blue Shield of Alabama
- Supported Account Executives on key employer account groups by presenting product strategies during meetings, providing data analysis, managing employer group driven projects, and resolving issues
- Led execution and review of contractual obligations including Performance Guarantees and Service Level Agreements with Blue Cross and Blue Shield of Alabama
- Coordinated efforts regarding Healthcare Reform for Blue Cross and Blue Shield of Alabama
- Created and maintained the Product Service Menu for Blue Cross and Blue Shield of Alabama

Blue Cross Blue Shield of Alabama, Birmingham, AL

Business Analyst, December 2004 – October 2010

- Managed all aspects of Blue Cross and Blue Shield of Alabama's re-accreditation process with the Utilization Review Accreditation Commission (URAC)
- Consulted various business areas (Marketing, Information Technology, Customer Service, Network Services, Health Management) to assure that their processes followed URAC Standards
- Provided development, reporting, and performance analysis services for satisfaction surveys in Customer Service, Health Management, and Pharmacy

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

Maintaining and expanding the current trail system as it is very heavily used and needs maintenance and upgrades as well as a systematic approach to litter and erosion control. Perhaps an "adopt a trail" program. Otherwise, supporting and assisting with an awesome set of parks, trails, and playgrounds.

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

I am a marathoner and Eagle Scout, as well as an Alabama attorney. Please see the attached resume. Thank you for your consideration.

Certification

By initialing here (), I certify the following:

I am a resident of Mountain Brook

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

I understand that I will be serving without compensation.

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

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

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

R. Thomas Warburton
Printed Name of Applicant


Signature

08/31/2020
Date

Note: If additional space is needed to complete the application, you may either write on the back of one of the pages or add additional pages. You may also attach any valid documentation you feel necessary to give us a better understanding of your qualifications. This includes a resume, copy of licenses or degrees, etc.

Submit the application to: www.mtnbrook.org or Sam Gaston, City Manager at gastons@mtnbrook.org

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

R. THOMAS WARBURTON

3001 Sterling Road • Mountain Brook, AL 35213
(205) 503-1676

1819 Fifth Avenue North • Birmingham, AL 35203
rwarburton@bradley.com
(205) 521-8987

PROFESSIONAL EXPERIENCE

BRADLEY ARANT BOULT CUMMINGS LLP
PARTNER
2003 to Present
Birmingham, Alabama

- General civil trial practice
- Substantial jury and non-jury trial experience in State and Federal Courts across the country, including trials in antitrust, business, civil rights, construction, insurance, mineral rights, negligence, product liability, land use, real property, tax, and wrongful termination matters
- Active alternative dispute resolution practice; experienced in multi-party arbitration and mediation
- Experience handling appeals before State and Federal Appellate Courts
- *Best Lawyers in America, Commercial Litigation*, 2016 to Present
- *Benchmark Litigation*, "Litigation Star," Alabama, 2015 to Present; "Future Star," Alabama, 2014
- *Alabama Super Lawyers*, General Litigation, 2014-2015; "Rising Stars," General Litigation, 2010, 2013
- Martindale-Hubbell AV Preeminent Rated

LAW CLERK TO HONORABLE R. FRED LEWIS
Supreme Court of Florida
2001 to 2003
Tallahassee, Florida

PROFESSIONAL HONORS AND ACTIVITIES

MEMBER OF THE FLORIDA BAR 2001
MEMBER OF ALABAMA STATE BAR 2002
MEMBER OF STATE BAR OF GEORGIA 2009
MEMBER OF STATE BAR OF MISSOURI 2013
MEMBER OF THE TENNESSEE BAR 2015

ADMITTED TO PRACTICE IN THE FOLLOWING FEDERAL COURTS:

- United States Court of Appeals for the Fifth Circuit 2003
- United States Court of Appeals for the Eleventh Circuit 2003
- United States District Court for the Northern District of Alabama 2003
- United States District Court for the Middle District of Alabama 2003
- United States District Court for the Southern District of Alabama 2003
- United States District Court for the Middle District of Georgia 2009
- United States District Court for the Northern District of Georgia 2009
- United States District Court for the Northern District of Florida 2009
- United States District Court for the Middle District of Florida 2011
- United States District Court for the Southern District of Florida 2012
- United States District Court for the Western District of Arkansas 2012
- United States District Court for the Eastern District of Arkansas 2012
- United States District Court for the Northern District of Ohio 2012
- United States District Court for the Southern District of Georgia 2014
- United States District Court for the Eastern District of Missouri 2016
- United States District Court for the Middle District of Tennessee 2016
- United States District Court for the Western District of Tennessee 2016

MEMBERSHIPS AND AFFILIATIONS

ALABAMA DEFENSE LAWYERS ASSOCIATION, MEMBER
• Board of Directors

2010-2015

ASSOCIATION OF DEFENSE TRIAL ATTORNEYS, PRIME MEMBER

DEFENSE RESEARCH INSTITUTE, MEMBER

BIRMINGHAM BAR ASSOCIATION

- Young Lawyer Section, Past Executive Committee Member
- Grievance Committee

ALABAMA STATE BAR

- Judicial Liaison Committee, Past Chair
- Leadership Forum Selection Committee, Chair
- Disciplinary Rules and Enforcement Committee
- Alabama State Bar Leadership Forum

ALABAMA COAL ASSOCIATION

BIRMINGHAM AMERICAN INN OF COURT

EDUCATION

UNIVERSITY OF VIRGINIA SCHOOL OF LAW
VIRGINIA MILITARY INSTITUTE

J.D., 2001
B.A., 1998

EDUCATIONAL HONORS AND ACTIVITIES

- GRADUATED FIRST IN CLASS, VIRGINIA MILITARY INSTITUTE
- DILLARD AWARD (MOST DISTINGUISHED LIBERAL ARTS GRADUATE), VIRGINIA MILITARY INSTITUTE
- STOLTZ AWARD (MOST DISTINGUISHED INTERNATIONAL STUDIES GRADUATE), VIRGINIA MILITARY INSTITUTE
- EDITORIAL BOARD, VIRGINIA TAX REVIEW
- PEER ADVISOR, UNIVERSITY OF VIRGINIA SCHOOL OF LAW
- LILE MOOT COURT, FIRST ROUND WINNER
- KAPPA ALPHA ORDER, WASHINGTON & LEE UNIVERSITY

PERSONAL

BOY SCOUTS OF AMERICA TROOP 53, ASSISTANT SCOUTMASTER
INDEPENDENT PRESBYTERIAN CHURCH, MEMBER

MARRIED TO SARAH OLIVER WARBURTON; SON, REED T. WARBURTON, JR.; DAUGHTER, GRAY O. WARBURTON;
AND SON, OLIVER M. WARBURTON

Sam Gaston

From: Lloyd Shelton, CPA <lcs@borlandcpa.com> on behalf of Lloyd Shelton, CPA
Sent: Wednesday, July 05, 2023 4:22 PM
To: gastons@mtnbrook.org
Cc: Janet Forbes; Boone, Steven (boones@mtnbrook.org)
Subject: Finance Committee Appointments

Sam,

Recently, three Finance Committee members had their term expire. They are:

- Paige Daniel
- Charlie Polmatier
- Craig Fravert

All three have expressed a desire to continue to serve the City in this capacity and I believe they have served the City well. As Chairman of the Finance Committee, I am asking that they each be appointed to serve another term. We have not received any other applications.

Please let me know if you have any questions or need anything further from me. Thank you for your help.

Very truly yours,

Lloyd



Lloyd C. Shelton, CPA
Shareholder
Borland Benefield, P.C.
800 Shades Creek Parkway – Suite 875
Birmingham, AL 35209

205.314.3862 direct