

**MEETING AGENDA
MOUNTAIN BROOK CITY COUNCIL**

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

OCTOBER 23, 2023, 7 P.M.

As a matter of convenience, members of the public are invited to listen, observe and participate in public meetings by Internet video conference. Presenters and others interested in a particular matter for discussion are encouraged to attend the meeting in-person. The City is not responsible for technical issues that may occur that interfere with the virtual meeting. The City Council, at its sole discretion, may proceed with its in-person business meeting regardless of whether virtual attendees can hear and/or observe the proceedings. The City intends to make the meeting available by way of the Zoom app (re: Meeting ID 801-559-1126, password 10232023).

1. American Indian Heritage Month Proclamation
2. Approval of the minutes of the October 9, 2023, regular meeting of the City Council.
3. Consideration: Resolution authorizing a contract with Sain Associates for the design and engineering of the sidewalk extensions on North Woodridge Road from Robin Drive to Locksley Drive.
4. Consideration: Resolution approving change order no. 4 with respect to the Jemison Trail Improvement Project.
5. Consideration: Resolution accepting the proposal with Dream4 with respect to employee leadership training.
6. Consideration: Resolution executing a Service Agreement with Dream4 with respect to employee leadership training.
7. Consideration: Resolution recommending to the ABC Board the issuance of a 020-Restaurant Retail Liquor license to Village Wolves Hospitality Group LLC (trade name The Rougaroux).
8. Consideration: Resolution executing a Construction Management Service agreement with Robins and Morton with respect to the development of the Mountain Brook Fire Station No. 2 project.
9. Consideration: Resolution executing an audit engagement letter with Carr Riggs and Ingram.
10. Consideration: Resolution authorizing the Memorandum of Understanding with One Place Metro Alabama Family Justice Center
11. Consideration: Resolution executing a contractor agreement with Landscape Services LLC with respect to the Junior High School Detention Pond landscaping.
12. Consideration: Resolution authorizing the sale or disposal of certain surplus property.
13. Consideration: Ordinance establishing the division of investigations and inspections of the City of Mountain Brook Fire Department and to designate certain firefighters in said division as Law Enforcement Officers
14. Comments from residents and attendees.
15. Announcement: The next regular meeting of the City Council is November 13, 2023 at 7:00 p.m.
16. Adjourn.

PROCLAMATION

Whereas, the history and culture of our great nation have been significantly influenced by American Indians and indigenous peoples; and

Whereas, the contributions of American Indians have enhanced the freedom, prosperity, and greatness of America today; and

Whereas, their customs and traditions are respected and celebrated as part of a rich legacy throughout the United States; and

Whereas, Native American Awareness Week began in 1976 and recognition was expanded by Congress and approved by President George Bush in August 1990, designating the month of November, as National American Indian Heritage Month; and

Whereas, in honor of National American Indian Heritage Month, community celebrations as well as numerous cultural, artistic, educational, and historical activities have been planned;

Now, Therefore, I, Stewart H. Welch III, Mayor of the City of Mountain Brook, Alabama do hereby proclaim, November, 2023, as:

“NATIONAL AMERICAN INDIAN HERITAGE MONTH”

and urge the residents of our community, and communities across the country, to observe this month with the appropriate programs, ceremonies and activities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Mountain Brook to be affixed the 23rd day of October of the year of our Lord 2023 and of the Independence of the United States of America, the 247th.

Stewart H. Welch III, Mayor

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

[As a convenience, members of the public were invited to listen and observe in the public meeting by Internet video conference. There were 0 virtual attendees at the meeting.]

The City Council of the City of Mountain Brook, Alabama met informally in-person at 6:15 p.m. on the 9th day of October, 2023 (others were allowed to listen to the meeting by way of Internet video conference- no one did). Council President Smith called the pre-meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President
William S. Pritchard III, Council President Pro Tempore
Graham L. Smith
Lloyd C. Shelton
Gerald A. Garner
Stewart Welch III, Mayor

Absent:

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

1. AGENDA

1. Recommendation to lower the speed limit on Spring Hill Road and Hermitage Road

Sam Gaston-City Manager

- Asked Richard Caudle with Skipper Consultants to look at this area again
- Based on the traffic study conducted by the police department and Richard Caudle's review, the City is not recommending the speed limit to be changed

2. Change order for the Jemison Park project

Joel Eliason-Nimrod Long & Associates

- There were several items that came up during the construction during the summer
- There were some areas where the soil was not drying out as quickly as they needed it to, had to modify the design with CS Beaty
- In removing the old concrete sidewalks, found three layers of concrete that needed to be removed
- Change in tree protection fencing-had to switch to a different detail to save the trees
- Additional signage was requested by the Parks and Recreation department (park closure signs)
- Had to remove dead trees that could potentially be dangerous for trail users
- Expect to have one more change order

Virginia Smith-Council President

- Item added to the formal agenda (Resolution No. 2023-171)

3. Requests for sidewalk and drainage improvements on Cherokee Road from Old Leeds Road to Overbrook Road

Elizabeth Jewel-3509 Cherokee Road

- Cherokee Road was classified as a Level 1 (high priority); however it was put into phase 6 with regards to installation of sidewalks
- Here today to ask the council to reassess and move Cherokee Road up on the list
- Cherokee Road floods during heavy rainfall events
- The residence at 3501 has pooling that occurs during heavy rain
- At her residence, there are 18 inches of road that is exposed

Jay Kaston-3501 Cherokee Road

- Water hits driveway and pools which causes the concrete to come up
- Helped at least 3 high school students that have received flat tires on Cherokee Road (due to road conditions)

Emmett Bates-3521 Cherokee Road

- Had a small parking pad; however, over time it has eroded and collapsed (this is due to the drainage issues)
- Large trucks park/drive down Cherokee Road which cause damages to the road
- Would like to have a sidewalk where the parking pad used to be

Milton Smith-3435 Cherokee Road

- The erosion issues has created problems on both sides of the road
- The erosion issue is getting worse and worse
- If someone runs off the road, they are in severe jeopardy

Lloyd Shelton-Council Member

- Inquired if Public Works get involved in guardrail projects

Ronald Vaughn-Public Works Director

- The Public Works department does get involved
- In the past, have had different guardrail projects and guardrail repair
- If the council chose to move forward with guardrails, then would need to determine what area would need a guardrail

Gerald Garner-Council Member

- Safety is a priority
- The problem with sidewalks is they take time to be built
- In the interim, would like to see guardrails on Cherokee Road

Ronald Vaughn

- Did identify some maintenance items to help with the drainage
- Where the open ditches are located, can add riprap along shoulder
- Will address and do what can be done in the next few weeks
- Can add reflectors at the drop-off
- Will look into the price for a guardrail
- Will freshen up sideline stripes

Virginia Smith-Council President

- Ronald Vaughn will meet with neighbors (if needed) and will proceed with easy City fixes
- This does not include sidewalks at this time

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

2. EXECUTIVE SESSION AND ADJOURNMENT

Council President Virginia Smith made a motion that the City Council convenes in executive session to discuss matters of litigation and that the City Council shall reconvene upon conclusion of the executive session to the regular council meeting. The City Attorney certified that the subject matters were allowed to be discussed in executive pursuant to Alabama Law. The motion was seconded by Council Member Shelton. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Virginia C. Smith
William S. Pritchard III
Graham L. Smith
Lloyd C. Shelton
Gerald A. Garner

Nays: None

There being no further matters for discussion Council President Virginia Smith adjourned the pre-meeting at approximately 7:12 pm.

3. CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct synopsis of the discussion from the regular session of the City Council of the City of Mountain Brook, Alabama held at City Hall, Pre-Council Room (A-106) on October 9, 2023, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that no formal action or votes were conducted at said work session.

City Clerk, Approved by
City Council October 23, 2023

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
OCTOBER 9, 2023**

[As a convenience, members of the public were invited to listen and observe in the public meeting by Internet video conference. There were 0 virtual attendees at the meeting.]

The City Council of the City of Mountain Brook, Alabama met in person at 7:13 p.m. on the 9th day of October, 2023 (others were allowed to listen to the meeting by way of Internet video conference-no one did). Council President Virginia Smith called the meeting to order, and the roll was called with the following results:

Present: Virginia C. Smith, Council President
William S. Pritchard III, Council President Pro Tempore
Graham L. Smith
Lloyd C. Shelton
Gerald A. Garner
Stewart Welch III, Mayor

Absent:

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

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

1. INTRODUCTION OF SPECIAL GUESTS (BOY SCOUTS)

Henry Scott with Troup 86 out of St. Luke's Episcopal Church

- Working on the Communication Badge

Charlie Long with Troup 53 out of St. Peter's Anglican Church

- Working on the Communications Badge

William Clements with Troup 53 out of St. Peter's Anglican Church

- Working on Citizenship in the Nation Badge

2. CONSENT AGENDA

Council President Virginia Smith announced that the following matters will be considered at one time on the consent agenda provided no one in attendance objects:

Approval of the minutes of the September 25, 2023, regular meeting of the City Council

2023-160	Authorize the City to enter into an agreement with All In Mountain Brook	Exhibit 1, Appendix 1
2023-161	Authorize the City to enter into an agreement with the Birmingham Zoo	Exhibit 2, Appendix 2

2023-162	Authorize the City to enter into an agreement with the Birmingham Botanical Society	Exhibit 3, Appendix 3
2023-163	Authorize the City to enter into an agreement with the Prescott House	Exhibit 4, Appendix 4
2023-164	Authorize the City to enter into an agreement with the Mountain Brook Chamber of Commerce	Exhibit 5, Appendix 5
2023-165	Accept the proposal submitted by Wicked Solutions with respect to the Strategic Planning Project for the City of Mountain Brook	Exhibit 6, Appendix 6
2023-166	Award the bid [B-20230818-900] for the Mountain Brook Street Paving/Resurfacing Project to Dunn Construction	Exhibit 7, Appendix 7
2023-167	Award the bid [B-20230818-920] for the Mountain Brook Street Cut Repair Project to Glenn Contracting and Paving Company	Exhibit 8, Appendix 8
2023-168	Award the bid [B-20230818-910] for the Mountain Brook Street Striping Project to Highway Management Systems	Exhibit 9, Appendix 9
2023-169	Execute a Transit Service Agreement FY2024 with Birmingham-Jefferson County Transit Authority (dba) MAX	Exhibit 10, Appendix 10
2023-170	Authorize the sale or disposal of certain surplus property	Exhibit 11, Appendix 11
2023-171	Approve change order No. 3 with respect to the Jemison Trail Nature Trail Improvement Project	Exhibit 12, Appendix 12

Thereupon, the foregoing minutes and resolutions (Nos. 2023-160 through 2023-171), were introduced by Council President Virginia Smith and a motion for their immediate adoption made by Council Member Garner. The minutes and resolutions were then considered by the City Council. Council Member Graham Smith seconded the motion to adopt the foregoing minutes and resolutions. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Virginia C. Smith
William S. Pritchard III
Graham L. Smith
Lloyd C. Shelton
Gerald A. Garner

Nays: None

Abstained: None

Council President Virginia Smith thereupon declared that said minutes and resolutions (Nos. 2023-160 through 2023-171) were adopted by a vote of 5—0 and as evidence thereof he signed the same.

3. MOTION TO CORRECT AND RE-APPROVE THE JUNE 20TH MOUNTAIN BROOK CITY COUNCIL MINUTES WITH RESPECT TO THE RECORDING OF THE VOTE FOR UNANIMOUS CONSENT FOR IMMEDIATE CONSIDERATION FOR ORDINANCE NO. 2143 (EXHIBIT 13)

Council President Virginia Smith made a motion to approve Motion 2023-172 to correct and re-approve the June 20th Mountain Brook City Council minutes with respect to the recording of the vote for unanimous consent for immediate consideration for Ordinance No. 2143. The motion was seconded by Council Member Shelton. Thereupon, Council President Virginia Smith called for a vote with the following results:

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

Nays: None

Council President Virginia Smith declared Motion (No. 2023-172) is hereby passed by a vote of 5-0 (Exhibit 13).

4. COMMENTS FROM RESIDENCES AND ATTENDEES

(There were no public comments)

5. ANNOUNCEMENT

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

6. ADJOURNMENT

There being no further business to come before the City Council, Council President Virginia Smith adjourned the meeting at approximately 7:17 p.m.

7. CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the regular meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Council Chamber (Room A-108) on October 9, 2023, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that a quorum was present.

City Clerk Approved by
City Council October 23, 2023

EXHIBIT 1

RESOLUTION NO. 2023-174

BE IT RESOLVED by the City Council of the City of Mountain Brook that the City Council hereby accepts the proposal submitted by Sain Associates, in the form as attached hereto as Exhibit A, for surveying and engineering services with respect to the sidewalk on North Woodridge Road.

ADOPTED: This 23rd day of October, 2023.

Council President

APPROVED: This 23rd day of October, 2023.

Mayor

CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on October 23, 2023, as same appears in the minutes of record of said meeting.

City Clerk

October 18, 2023



SAIN
ASSOCIATES

Mr. Ronnie Vaughn
City of Mountain Brook
3579 East Street
Birmingham, AL 35243

Two Perimeter Park South
Suite 500 East
Birmingham, Alabama 35243
Telephone: (205) 940-6420
www.sain.com

SUBJECT: Sidewalk on N Woodridge Road
SA Project #23-0297

Dear Ronnie:

We appreciate the opportunity to submit this proposal for surveying and engineering services. Following is a description of our understanding of your project and the scope of services that we propose to undertake.

General Project Understanding

The City of Mountain Brook will fund the construction of a sidewalk along N Woodridge Road from Robin Drive to Locksley Drive, for an approximate distance of 1660LF. This sidewalk section is a part of the City's Master Sidewalk Plan and will connect to existing sidewalks at the intersection of Robin Drive. The sidewalk will terminate at the intersection of N Woodridge Road and Locksley Drive. At a future date, the City intends to fund the continuation of this sidewalk southerly on Lockley Drive to connect to existing sidewalk previously installed by City forces.

This section of sidewalk was presented to the public on November 9, 2017. A portion of the map presented at this meeting is shown in Exhibit A. The public was mostly in favor of the sidewalk.

The sidewalk design is expected to include:

- 5-6' wide sidewalk (approximately 1660' in length) on the south side of the road. The south side of the road does present challenges with at least two properties with large trees and rock boulders. However, overall the terrain on the south side of the road versus the north is more conducive to a sidewalk with flatter grades and less power poles. This is also consistent with the map presented to the public in 2017.
- Sidewalk will be installed behind the existing curb and/or gutter. Replacement of existing gutter with new curb and gutter may be needed if an increase in elevation is required for tying grades in the Right of Way.
- New drainage inlets (Type E) and pipes may be needed to drain the new curblane.

The installation of the sidewalk is expected to stay within the N Woodridge Road Right of Way. The existing utilities will remain in place, except for one utility pole at the intersection of N Woodridge Road and Robin Drive and possible adjustments to water service lines and meters. Retaining walls and narrowing the pavement are not expected for the installation of the sidewalk but could become necessary to keep the installations within the Right of Way.



Scope of Services

Topographic Survey

Field locations will be gathered in order to establish Topographic and Right of Way locations on N Woodridge Road from Robin Drive to Locksley Drive in the City of Mountain Brook. Details of the limits are indicated in red on the attached Exhibit B. The limits will extend from the existing sidewalk near Robin Drive and terminate approximately 20' beyond the east side of the N Woodridge Road and Locksley Drive intersection and will provide coverage from the north edge of pavement of N Woodridge Road to 10' beyond the south Right of Way. The Right of Way will be shown, but individual property lines will not be shown.

Contours will be shown at 1-foot intervals and spot elevations will be shown in flat areas. Visible drainage structures will be shown indicating top and invert elevations as well as type and size of pipes. Visible improvements will be shown including buildings, walls, fences, sidewalks, curbs, parking areas, paved areas, and landscaped areas. Please note that in wooded areas tree lines will be shown in place of individual trees, with exception of locating the individual large trees within 15' of the existing edge of pavement located at 3101 N Woodridge Road. The rock retaining walls and boulders will be located at 3115 N Woodridge Road.

Utility locate request will be made to Alabama 811 to have underground utilities within the project corridor identified and marked. Once or if the underground utilities have been marked, we will gather field locations in order to show the underground utilities on the survey. Please note that utility locators contracted with the Alabama 811 often refuse to mark underground utilities lying outside the limits of public Right-of-Way. In addition, utility locators contracted with Alabama 811 often refuse to mark underground utilities for corridor surveys. If after five days, the underground utilities have not been marked a second and final ticket request will be made. If the underground utilities are not marked within five days of the second ticket request a note will be shown on the survey listing the 811 ticket locate number and the unmarked area that the ticket covers. We will perform research with the Jefferson County Judge of Probate in order to obtain Right-of-Way information throughout the survey corridor. Those documents along with field monumentation will be used to establish the existing Rights-of-Way throughout the survey corridor.

A basic control survey will be performed to locate and identify horizontal and vertical control points which will provide control in the project corridor and will be the basis of subsequent work. In addition, benchmarks will be monumented at intervals not to exceed 1000 feet along the project corridor. This control will be based State Plane Coordinate System (NAD83, Alabama West Zone). Elevations will be based on NAVD88 Datum.

The above survey will be drawn to ALDOT Cad standards (ALCAD) and provided in Microstation V8I or ORD format.



Sidewalk Plans

The plans will include the following sheets:

- Cover Sheet with index
- Typical section(s) and detail(s)
- Project Notes and Legend
- Plan and Profile with grading and drainage
- Traffic control notes
- Traffic control details
- Erosion control layout

The project will utilize ALDOT's technical specifications and standard drawings. Sain will prepare an opinion of probable cost for the City's use. Sain will submit plans and the opinion of probable cost to the City for review at 30% and 100% completion and will address comments received from the City.

The area of disturbance is estimated under 1 acre, therefore a permit from ADEM is not included in this proposal. Sain will communicate with owners of known utilities within the project area to determine if the proposed work will conflict with those facilities. If relocations of utilities are required, Sain will incorporate into the plan set any relocation plans and notes prepared by the utility companies.

Sain has budgeted the attendance of one meeting with the City regarding the project.

Contract Documents, Advertising and Bidding Services

Sain will prepare bidding and contract documents for the contractors to bid. Contract maybe bid as a lump sum or as unit price line item, whichever is preferred by the city. The ALDOT specifications will be utilized as the technical specifications for the work. Sain will prepare any required special conditions for insertion into the contract documents. Sain will prepare an advertisement for bids to be placed in newspapers or their websites. Sain will respond to contractor's requests for information (RFIs) and handle any addendums if necessary. Sain will attend and lead the bid opening for the city, tabulate and review the bids for completeness and accuracy, then provide a recommendation to award.

Construction Inspection

Sain will conduct a pre-construction meeting with the contractor. Sain will also assist the City with property owner requests for information. Sain will perform part time construction inspection and oversight. Sain is estimating our work to consist of 1-2 site visits per week to consist of approximately 4 hours per visit, taking pictures, writing daily work reports, and performing concrete testing.

Exclusions

The following services are excluded from this proposal but can be provided if deemed necessary and requested by you: boundary survey, ALTA/ACSM survey requirements, setting of missing property corners, title review or research, setting metal caps for control, staking, GPR, setting control to ALDOT standards, providing of utility contact information, tract sketches and legal descriptions, utility relocation designs, landscaping and lighting, geotechnical services, securing of funds or grants, coordination with any other



agencies other than the City, construction services not specifically included above, geotechnical or materials testing, pavement design, structural.

Fees

We propose to provide the above described services based on the following fee schedule:

Topographic Survey	Lump Sum \$11,400
Sidewalk Plans.....	Lump Sum \$34,900
Contract Documents, Advertising and Bidding Services	Lump Sum \$11,500
Construction Inspection	Hourly with estimated budget \$20,000
Total Estimated Budget.....	\$77,800

Reimbursable expenses such as printing, shipping, plan/permit application fees, mileage, etc. are included in the above fees.

Procedures for Changes in Scope of Work

The scope of work documented herein is based upon information known as of the date of this proposal. Should future changes (e.g. site plan, regulatory, project phasing, additional meetings, etc.) necessitate changes in the scope of work, we will contact you to discuss the scope of the additional work and its impact to our contracted fees and project schedule. No additional work will be undertaken by Sain or our subconsultants without your authorization.

Terms and Conditions

This contract is subject to the enclosed Terms and Conditions. All subsequent services required by you outside the scope of service specified will be performed on a time and materials basis according to the schedule of rates enclosed. Any modification to this contract document must be approved in writing by both parties with approval indicated by each signatory's initials and the date of approval.

Proposal Limitations

We reserve the right to withdraw or modify this proposal if not contracted within 60 days. Sain Associates has provided this proposal with the understanding that you have selected our firm to perform professional services based upon our staff's qualifications, experience and reputation and not solely upon the cost of the services proposed. We trust the fees outlined herein are acceptable and within your project budgetary plans. We look forward to commencement of the work and will be glad to address any questions or concerns you have regarding the technical scope and/or schedule of fees for this proposal. If you should request additional prices for the scope of work included herein from other consulting engineers and/or land surveyors, please consider our proposal withdrawn in order to comply with Alabama Administrative Code Chapter 330-X-14-.05(f).

Schedule

Once we receive the signed contract, Sain can prepare the survey within 6 weeks. Sain will work with the City to prepare a schedule for completion of the sidewalk plans and timeline for construction.

Sidewalk on N Woodridge Road
City of Mountain Brook
October 18, 2023
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Thank you for the opportunity to provide this proposal. If you have any questions or need clarification on any item, please call me. We look forward to working with you.

Sincerely,

SAIN ASSOCIATES, INC.

Nathan Currie, P.E.
Project Manager/Associate
Alabama Reg. #32400

Enclosures:
Sain Terms & Conditions (sch. 2023)
Exhibit A
Exhibit B

OFFERED:
SAIN ASSOCIATES, INC.
BY: Alicia Bailey, Practice Leader/Sr. Principal

Signature of Authorized Representative

Date: 10/18/23

ACCEPTED:
CITY OF MOUNTAIN BROOK

BY:

Signature of Authorized Representative

Print Name & Title

Date:



EXHIBIT A (PUBLIC MAP DISPLAY 11/9/17)



EXHIBIT B (TOPOGRAPHIC SURVEY AREA)



SAIN ASSOCIATES, INC.

TERMS AND CONDITIONS

Rates:

Principal	\$210.00 - \$300.00 per Hour
Engineer/Planner	\$105.00 - \$160.00 per Hour
Senior Engineer	\$165.00 - \$230.00 per Hour
GIS Professional	\$130.00 - \$150.00 per Hour
Designer	\$95.00 - \$140.00 per Hour
Surveyor	\$110.00 - \$155.00 per Hour
Survey Crew (1-Person)	\$110.00 per Hour
Survey Crew (1-Person + Robot)	\$165.00 per Hour
Survey Crew (2-Person)	\$190.00 per Hour
Survey Crew (3-Person)	\$240.00 per Hour
Survey Per Diem	\$170.00 per person per Night
Level 1 Inspector	\$80.00 - \$100.00 per Hour
Level 2 Inspector	\$85.00 - \$120.00 per Hour
Administrative Support	\$65.00 - \$98.00 per Hour

Reimbursable Expenses

Printing, contract carrier service, and travel expenses are not included within Consultant's basic fee and will be passed along to Client at cost plus 10%.

Payment

Payment for services by Consultant is to be made monthly based upon the percentage of work completed and invoiced to Client. Client's obligation to pay for services rendered hereunder is in no way dependent upon its ability to obtain financing, to obtain payment from a third party, or to obtain approval of any governmental or regulatory agencies, or upon Client's successful completion of the project. Payment for services and expenses hereunder is due in full within thirty (30) days after receipt of invoice. For past due accounts in excess of 120 days Consultant will issue a past due statement with interest of 1½% per month from said thirtieth (30th) day. Consultant may elect to seek assistance in collection of accounts in excess of 120 days in which case Client will be billed for attorney's fees for collection in the amount of 1/3 of the outstanding balance or such greater amount as the court finds reasonable. Consultant reserves the right to suspend services under this agreement until receipt of payment in full for all amounts due for services rendered and expenses incurred.

AL Immigration Law Compliance

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they 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, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting there from.

Standard of Care

The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care ordinarily provided by members of Consultant's profession practicing under the same or similar circumstances and professional licenses at the same time and in the same locality, as expeditiously as is prudent considering the ordinary professional skill and care of a competent member of Consultant's profession. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

Responsibility of the Client

Client shall provide all criteria and full information as to Client's requirements for the Project, including budgetary limitations.

Reliance on Information Provided by Others

Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's Consultants and Contractors, and information from public records, without the need for independent verification.

Schedules, Budgets and Estimates or Opinions of Cost

Any schedules or completion dates, budgets, or estimates of cost prepared by Consultant represent Consultant's professional judgment based on its experience and available information. Since neither Consultant nor Client has control over: the cost of labor, materials, or equipment; or contractor's methods of determining prices; competitive bidding or market conditions; utility conflicts or right-of-way acquisition; agency approval times or actions of a Consultant Program Manager not employed by Sain, the Consultant cannot and does not warrant or represent that actual schedules, budgets or completion dates or actual costs will not vary from schedules or completion dates, budgets or estimates of cost prepared by Consultant or proposed, established, or approved by Client.

Approvals

Client agrees and acknowledges that the approval process necessary to maintain a project timeline is both unpredictable and outside of the Consultant's control. Consequently, the Consultant makes no representations as to its ability to timely achieve or to obtain said permits or approvals from any governing authority or outside agency.

Site Visits/Job Site Safety/Construction Phase Services

Consultant and Client acknowledge and agree that the Consultant shall not have responsibility and will not be liable for jobsite safety or construction means and methods, regardless of whether Consultant's scope of services documented herein include site visits during the construction phase. The Consultant is not responsible for, and shall by no means be liable for, the acts or omissions of any owner, contractor, subcontractor or material supplier.

Right of Entry

Client, at its sole cost and expense, shall furnish the Consultant, its agents, employees, and subcontractors a right-of-entry and any other authorizations or licenses needed for Consultant to enter the Project location to perform the services contemplated by this Agreement. Client agrees and acknowledges that the services provided by the Consultant may require certain activities that may disrupt the use of the Project's property location and may disturb, alter, or damage the terrain and vegetation thereabout and that Consultant will not restore the property to its original state.

Certifications

Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant's having to certify, guaranty, or warrant the existence of conditions that Consultant cannot ascertain or verify. Further, Consultant and Client acknowledge and agree that Consultant shall not be



SAIN ASSOCIATES, INC.

TERMS AND CONDITIONS

expected to provide any certifications unless expressly agreed upon by Consultant, as evidenced in writing within the scope of Consultant's work invoiced to Client.

Unforeseen Conditions and Occurrences

If, during the course of performance of services pursuant to this Agreement, any unforeseen hazardous substance, material, object, element, or other unforeseen conditions or occurrences are encountered which, in the Consultant's judgment, materially affects or may affect the services to be provided hereunder, the risk involved in providing the services, or the scope of the services, Consultant will notify Client. Subsequent to that notification, Consultant may: (a) if practicable, in Consultant's judgment and with Client's approval, complete the original scope of services in accordance with this Agreement; (b) agree with Client to modify the scope of services and the estimate of costs to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the Parties and incorporated herein; or (c) terminate the services effective on the date of notification for convenience.

Use of Electronic Media

Copies of documents that may be relied upon by the Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of the Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.

Limitation of Remedies

Liability of remedies of Sain Associates, Inc. resulting from errors, omissions, or the negligence of Sain Associates, Inc., its agents or employees, pursuant to work under this agreement shall not exceed the lesser of the value of engineering or surveying services required to correct the deficiency or the basic consulting fee for work covered hereunder or the actual cost of the remedies. This provision is being agreed to as a result of the fees being charged.

Consultant's Choice of Arbitration or Court

Client and Consultant agree that if a dispute arises out of or relates to this Agreement, the parties will attempt to settle the dispute through good faith negotiations. If direct negotiations do not resolve the dispute, the parties agree to endeavor to settle the dispute by mediation prior to the initiation of any legal action unless delay in initiating legal action would irrevocably prejudice one of the parties. Mediation shall take place in Jefferson County, Alabama, and if a mediator cannot be agreed upon by parties, then it is agreed that AAA (American Arbitration Association) will appoint a mediator. If mediation is unsuccessful, any such dispute shall be subject to and resolved at the election of Consultant, by either arbitration in accordance with the Rules of the AAA or by a trial by judge in either the Circuit Court for Jefferson County, Alabama, or the United States District Court for the Northern District of Alabama.

Indemnification

Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

Force Majeure

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

Termination of Contract

Client may terminate this Agreement with seven days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.

Ownership of Documents

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or Client's disclosure of any such documents to any third party.

Third Parties

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Consultant. Consultant's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Consultant because of this Agreement or Consultant's performance of services hereunder.

Consequential Damages Waiver

Neither the Client nor the Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

Conflicting or Inconsistent Terms/Severability

In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any provision of this Agreement which is held to be void or unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions.

Schedule 2023



RESOLUTION NO. 2023-175

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby approving change order No. 4 with respect to the Jemison Trail Nature Trail Improvement Project (Resolution No. 2023-037).

ADOPTED: This 23rd day of October, 2023.

Council President

APPROVED: This 23rd day of October, 2023.

Mayor

CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on October 23, 2023, as same appears in the minutes of record of said meeting.

City Clerk



AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*

Jemison Trail
Mountain Brook, AL

CONTRACT INFORMATION:

Contract For: General Construction
Date: May 22, 2023

CHANGE ORDER INFORMATION:

Change Order Number: 004
Date: October 19, 2023

OWNER: *(Name and address)*

The City of Mountain Brook
56 Church Street
Mountain Brook, AL 35213

ARCHITECT: *(Name and address)*

Nimrod Long and Associates, Inc.
880 Montclair Road, Ste 235
Birmingham, AL 35213

CONTRACTOR: *(Name and address)*

C.S. Beatty Construction, Inc.
1 Civitan Place
Birmingham, AL 35213

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

See Exhibit A, attached.

The original Contract Sum was	\$ 3,330,735.00
The net change by previously authorized Change Orders	\$ -172,669.50
The Contract Sum prior to this Change Order was	\$ 3,158,065.50
The Contract Sum will be decreased by this Change Order in the amount of	\$ 155,895.45
The new Contract Sum including this Change Order will be	\$ 3,002,170.05

The Contract Time will be increased by Zero (0) days.

The new date of Substantial Completion will be unchanged.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Nimrod Long and Associates, Inc.

ARCHITECT *(Firm name)*

SIGNATURE

Joel Eliason, President

PRINTED NAME AND TITLE

October 19, 2023

DATE

C.S. Beatty Construction, Inc.

CONTRACTOR *(Firm name)*

SIGNATURE

Craig Beatty Manager

PRINTED NAME AND TITLE

10/19/2023

DATE

The City of Mountain Brook

OWNER *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE



	VE Description	Item	Quantity	Unit	Add/Deducts	Total
1	Adjust Sanitary Sewer Manhole @ Overbrook Ramp	Manhole Adjustment per County Requirements *Additional Tree Removal Not Included	1	LS	\$20,000.00	\$20,000.00
					Add:	\$20,000.00
2	Provide breakdown of scheduled value for topsoil, grassing and landscaping.	Topsoil - Furnished & Installed	2,500	CY	(\$38.00)	(\$95,000.00)
		Temporary Seed - Furnished & Installed (per contract)	4	AC	(\$7,476.05)	(\$29,904.20)
		Sod - Furnished & Installed	1	LS	(\$9,000.00)	(\$9,000.00)
		Pine Straw	1	LS	(\$64,036.00)	(\$64,036.00)
					Credit:	(\$197,940.20)
3	Provide price to delete brick curb along McDonald sidewalk (425 l.f.).	Credit for Brick Soldier Curb at Sidewalk (per Contract)	425	LF	(\$26.89)	(\$11,428.25)
					Credit:	(\$11,428.25)
4	Additional Tree Removal	Remove Trees on Phase 2 & Demo Tree Wells	1	LS	\$2,000.00	\$2,000.00
					Add:	\$2,000.00
5	Additional Demo	Demo Additional Sidewalk Layers/Replate with Topsoil on Phase I	1	LS	\$16,341.00	\$16,341.00
					Add:	\$16,341.00
6	Cost to reinforce subgrade under proposed trail with layer of #24 stone & 8910	#24 Stone (Furnished & Installed on Phase I & Phase II Only)				
		a. Total Tons Delivered:	557	Tons		
		b. Additional Tonnage (375 tons included on CO #3):	182	Tons	\$75.00	\$13,650.00
		8910 (Furnished & Installed on Phase I & Phase II Only)				
		a. Total Tons Delivered:	414	Tons		
		b. Additional Tonnage (375 tons included on CO #3):	39	Tons	\$38.00	\$1,482.00
					Add:	\$15,132.00
			Total Credit: (\$155,895.45)			

RESOLUTION NO. 2023-176

BE IT RESOLVED by the City Council of the City of Mountain Brook that the City Council hereby accepts the proposal with Dream4 , in the form attached hereto by Exhibit A, with respect to Mountain Brook employee leadership training.

ADOPTED: This 23rd day of October, 2023.

Council President

APPROVED: This 23rd day of October, 2023.

Mayor

CERTIFICATION

I, Heather Richards, City Clerk of the City of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on October 23, 2023, as same appears in the minutes of record of said meeting.

City Clerk



PricingProposal

For:

City of Mountain Brook

DREAM4: Pricing Proposal

This Pricing Proposal reflects the desire of the **City of Mountain Brook** to partner with **DREAM4** and refers to the service outlined in the agreed upon Scope of Work.

The following service will be priced as follows:

1. Leadership Development Plan
 - a. TIMELINE: November 2023 - October 2024
 - b. # of PARTICIPANTS: 14
 - c. PRICING: \$4,000 / month

TOTAL	\$4,000 / month
-------	-----------------

Your signature below acknowledges receipt and agreement to this Pricing Proposal.

X _____ DATE _____
Signed:



DREAM4: Pricing Proposal

Travel Expense Agreement

This agreement between the City of Mountain Brook establishes the guidelines DREAM4 Coaches and its team members will abide by throughout the duration of the Service Agreement. The DREAM4 Travel Expense Agreement reflects a desire to provide our coaches with the opportunity to rest and recharge without creating a financial burden on our client. Both parties understand changes may occur based on the amount of time required for services, changes in the economy, or a restructuring of the Service Agreement. If any changes are necessary, both parties will review, agree, and approve those changes.

DREAM4 works within the following travel specifications:

1. AUTOMOTIVE TRAVEL (****not applicable since client is local**)
 - a. Gas will be expensed for the trip to the site, during the work, and for the trip home.OR
 - b. Mileage will be kept and paid at the current federal rate
 - i. Unless another rate is agreed upon by both parties
 - ii. Mileage will be measured from the DREAM4 office to the site, from the hotel to the site and back, and from the site back to the DREAM4 office.
 - iii. Any mileage incurred outside of these parameters will not be billed to City of Mountain Brook
2. LODGING
 - a. Hotel/accommodations will be comparable in price and quality to Courtyard/Hilton hotels
3. AIRLINE TRAVEL
 - a. Should it be necessary to fly to a location, DREAM4 will shop for the best rates for each round-trip ticket.
4. MEALS
 - a. Meals stipend will not exceed an average of \$65 a day.
5. BILLING
 - a. A copy of DREAM4 travel expenses, with copies of receipts, will be invoiced monthly to City of Mountain Brook with payment upon receipt



RESOLUTION NO. 2023-177

BE IT RESOLVED by the City Council of the City of Mountain Brook that the City Council hereby executes a Service Agreement with Dream4 , in the form attached hereto by Exhibit A, with respect to Mountain Brook employee leadership training.

ADOPTED: This 23rd day of October, 2023.

Council President

APPROVED: This 23rd day of October, 2023.

Mayor

CERTIFICATION

I, Heather Richards, City Clerk of the City of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on October 23, 2023, as same appears in the minutes of record of said meeting.

City Clerk



ServiceAgreement

For:

CITY OF MOUNTAIN BROOK

DREAM4: Service Agreement

205-377-0869 | dream4.co

This Service Agreement ("Agreement"), dated October 12th, 2023, is made and entered into by Dream4, LLC ("Dream") and the City of Mountain Brook ("Company").

Services. Company has engaged Dream4 to work with Company's leadership team and team members described in Dream4's Scope of Work dated October 12, 2023.

Standard of Conduct. Dream4 will always conform to the highest professional standards of work and business ethics in providing its services to Company and its leadership and team members.

Term. This Agreement shall be effective as of the date above and shall continue for 12 months. Dream4 services shall begin on November 1, 2023 and will continue until October 31, 2024, unless terminated pursuant to this Agreement. Dream4 and Company may negotiate extending the term and other terms and conditions under which the relationship shall continue. Either party may terminate this Agreement as long as 60 days prior written notice is given.

Compensation. Company will timely pay for Dream4 services as described in the Dream4 Pricing Proposal attached hereto. Invoices are due upon receipt and considered late if not paid and received by Dream4 within 30 days of invoice date.

Mutual Confidentiality. For Dream4 to perform these services for Company, the parties will likely provide the other with Confidential Information. Both parties will rely upon the other party's integrity and prudent judgment to use this information only in the best interests of the other party. The provisions of this paragraph shall survive the termination of the Agreement and remain in full force and effect thereafter.

"Confidential Information" means any information proprietary or unique to the parties and that is disclosed during this Agreement, including the following: trade secret information; matters of a



© 2023 Dream4, LLC All Rights Reserved

DREAM4: Service Agreement

technical nature such as processes, devices, techniques, data and formulas, research subjects and results; marketing methods; models, plans and strategies; information about operations, products, services, finances, key personnel, customers, and pricing policies; and any information concerning the marketing and other business affairs and methods which is not readily available to the public. "Confidential Information" also includes information of others that (1) is disclosed under this Agreement, (2) the party is obligated to protect from disclosure or restricted from using or both, and (3) that would constitute "Confidential Information" if the information belonged to the party.

Non-Solicitation. Both Parties agree that during the term of this Agreement, neither party will solicit, hire for employment or work with, on a part-time or full-time, for consulting, advising or on any other basis, any team member or independent contractor employed by the other party while this Agreement is in effect unless the other party has given written consent.

Responsibility upon Termination. All equipment and materials provided to the other party relating to or in furtherance of Dream4's services shall be returned as soon as practicable following termination of this Agreement.

Independent Contractor. Dream4 is an independent contractor and is not an employee, partner or co-venturer of, or in any other service relationship with the Company. Company shall not be required to make contributions for employment insurance, state or federal taxes, workers' compensation or other such premiums.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Alabama.

Entire Agreement. This Agreement together with the Scope of Engagement constitute the complete agreement and understanding of the parties as to the subject matter of this Agreement and supersedes all prior oral or written discussions and understanding in respect to the subject of this Agreement.



DREAM4: Service Agreement

Amendments/Modification. Any amendment to this Agreement must be in writing and signed by Company representative with binding authority and the Dream4 CEO.

IN WITNESS WHEREOF, this Agreement is executed as of the date stated above.

Dream4, LLC _____ Date _____

Company Authorized Representative _____ Date _____



© 2023 Dream4, LLC All Rights Reserved

RESOLUTION NO. 2023-178

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby recommends to the State of Alabama, Alcoholic Beverage Control Board, the issuance of a 020 – Restaurant Retail Liquor license to Village Wolves Hospitality Group LLC, (trade name: The Rougaroux), 2716 Culver Road, Mountain Brook, AL 35223.

BE IT FURTHER RESOLVED that the City Clerk is hereby instructed to forward a copy of this resolution to the State of Alabama, Alcoholic Beverage Control Board.

ADOPTED: This 23th day of October, 2023.

Council President

APPROVED: This 23th day of October, 2023.

Mayor

CERTIFICATION

I, Heather Richards, City Clerk of the City of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on October 23, 2023, as same appears in the minutes of record of said meeting.

City Clerk



CITY OF MOUNTAIN BROOK

P. O. Box 130009
Mountain Brook, Alabama 35213-0009
Telephone: 205.802.2400
Facsimile: 205.879.6913
www.mtnbrook.org

October 24, 2023

Ms. Valencia Johnson
Alabama ABC Board
234 Aquarius Drive, Suite 103
Homewood, AL 35209

Facsimile: (205) 942-2101

Gentlemen:

Attached is a copy of a resolution passed at the October 23, 2023, City Council meeting recommending the issuance of 020 – Restaurant Retail Liquor license as follows:

Village Wolves Hospitality Group, LLC
Trade name: The Rougaroux
2716 Culver Road
Mountain Brook, AL 35223

If you have any questions, please call me at 802-3823.

Sincerely,

Heather Richards
City Clerk

Enclosure

cc: Edward Stacey
edwardestacey@yahoo.com



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20231011134619331

Type License: 020 - RESTAURANT RETAIL LIQUOR **State:** \$300.00 **County:** \$300.00
Type License: **State:** **County:**
Trade Name: THE ROUGAROUX **Filing Fee:** \$50.00
Applicant: VILLAGE WOLVES HOSPITALITY GROUP LLC **Transfer Fee:**
Location Address: 2716 CULVER RD MOUNTAIN BROOK, AL 35223
Mailing Address: 1711 15TH AVE S BIRMINGHAM, AL 35205
County: JEFFERSON **Tobacco sales:** NO **Tobacco Vending Machines:**
Product Type: **Type Ownership:** LLC
Book, Page, or Document info: 001-074-874
Do you sell Draft Beer?:
Date Incorporated: 4/18/2023 **State incorporated:** AL **County Incorporated:** JEFFERSON
Date of Authority:
Federal Tax ID: 92-3569140 **Alabama State Sales Tax ID:** R011851369

Name:	Title:	Date and Place of Birth:	Residence Address:
EDWARD STACEY 5935793 - AL	PRESIDENT	5/31/1975 BIRMINGHAM, AL	1711 15TH AVE S BIRMINGHAM, AL 35205

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: EDWARD STACEY
Business Phone: 850-766-9864
Fax:

Home Phone: 850-766-9864
Cell Phone: 850-766-9864
E-mail: EDWARDESTACEY@YAHOO.COM

PREVIOUS LICENSE INFORMATION:

Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20231011134619331



If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
Name of Property owner/lessor and phone number: **JAY FRIEDMAN 205-305-0559**
What is lessors primary business? **ATTORNEY**
Is lessor involved in any way with the alcoholic beverage business? **NO**
Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

Does the premise have a fully equipped kitchen? **YES**
Is the business used to habitually and principally provide food to the public? **YES**
Does the establishment have restroom facilities? **YES**
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **YES**

Will the business be operated primarily as a package store? **NO**
Building Dimensions Square Footage: **1700** Display Square Footage:
Building seating capacity: **55** Does Licensed premises include a patio area? **YES**
License Structure: **SINGLE STRUCTURE** License covers: **ENTIRE STRUCTURE**
Number of licenses in the vicinity: Nearest:
Nearest school: Nearest church: Nearest residence: **0 blocks**
Location is within: **CITY LIMITS** Police protection: **CITY**

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20231011134619331



Initial each

ES
ES

In reference to law violations, I attest to the truthfulness of the responses given within the application.

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

ES

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

ES

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

ES

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

ES

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print):

Ed Storey

Signature of Applicant:

Ed Storey

Notary Name (print):

Anna Washington

Notary Signature:

Anna Washington

Commission expires:

3/22/27

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:

Receipt Confirmation Page

Receipt Confirmation Number: 20231011134619331

Application Payment Confirmation Number: 95439706

Payment Summary	
Payment Item	Fee
Application Fee for License 020	\$50.00
Total Amount to be Charged	\$50.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	County Fee	State Fee	Total Fee
020 - RESTAURANT RETAIL LIQUOR	\$300.00	\$300.00	\$600.00
			\$0.00
Total Amount to be Charged	\$300.00	\$300.00	\$600.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 020 - RESTAURANT RETAIL LIQUOR
License Type 2:
License County: JEFFERSON
Business Type: LLC
Trade Name: THE ROUGAROUX
Applicant Name: VILLAGE WOLVES HOSPITALITY GROUP LLC
Location Address: 2716 CULVER RD
MOUNTAIN BROOK, AL 35223
Mailing Address: 1711 15TH AVE S
BIRMINGHAM, AL 35205
Contact Person: EDWARD STACEY
Contact Home Phone: 850-766-9864
Contact Business Phone: 850-766-9864
Contact Fax:
Contact Cell Phone: 850-766-9864
Contact Email Address:
Contact Web Address:



**Alabama Alcoholic Beverage Control Board
Licensing Division**

Memorandum of Understanding for Restaurant Retail Liquor License

Restaurant Retail Liquor Licenses shall be issued only to reputable persons for locations which are **“habitually and principally”** used for the purpose of preparing and serving meals for the public to consume on the licensed premises during normal and reasonable dining hours. Only those locations whose customary and primary business is preparing and serving meals to the public will be issued a Restaurant Retail Liquor License.

Restaurant Retail Liquor Licenses applicants shall comply with all pertinent and related requirements of State, County, and where applicable, Municipal health departments prior to licensing and shall remain in compliance thereafter for as long as said license shall remain valid.

All Restaurant Retail Liquor Licensees shall have a fully equipped and operational kitchen on the licensed premises. The Licensee shall maintain and operate said kitchen and shall, upon order of a customer, prepare and serve all food items shown on its menu during normal and reasonable dining hours. Exceptions shall be made where there is a known and provable shortage or temporary unavailable supply of a food item.

Any applicant or Licensee shall, upon request, provide to the ABC Board, any records, books, ledgers, menus, receipts, or other documentation necessary to demonstrate compliance with this regulation.

In addition to the above Rule and Regulation, Title 28-3-1(23) defines a meal as a “diversified selection of food some of which is not susceptible of being consumed in the absence of at least some articles of tableware and which cannot be conveniently consumed while one is standing or walking about”.

Additionally, Title 28-3A-13 states that a Restaurant Retail License is “for on premise consumption” and does not allow sales for off-premises consumption with the exception of re-corked wine conforming to 28-3A-20.1.

By signing this memorandum of understanding, the Licensee agrees and understands the requirements of obtaining and maintaining a Restaurant Retail Liquor License. Any deviation from these requirements will prohibit the ABC Board from issuing this type of License. Furthermore, failing to follow these requirements after obtaining a Restaurant Retail Liquor License could result in the protest of the renewal of this type license.

Signature

Date

10/12/23

Print Name

Ed Stacey

Position Held

President

RESOLUTION NO. 2023-179

BE IT RESOLVED by the City Council of the City of Mountain Brook that the City Council hereby authorizes the execution of a Construction Management Service Agreement, attached hereto as Exhibit A, between the City and Robins & Morton with respect to providing Construction Management services in connection with the development of the Mountain Brook Fire Station No. 2 Project subject to such minor revisions as deemed appropriate by the City Attorney.

ADOPTED: This 23rd day of October, 2023,

Council President

APPROVED: This 23rd day of October, 2023,

Mayor

CERTIFICATION

I, Heather Richards, City Clerk of the City of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on October 23, 2023, as same appears in the minutes of record of said meeting.

City Clerk

**Construction Management Service Agreement
To Oversee Multiple Prime Contractors
The City of Mountain Brook
_____, 2023**

The Owner ("The City of Mountain Brook") desires to retain a Construction Manager ("Robins & Morton Group") for the purpose of providing Construction Management services in connection with development of the Mountain Brook Fire Station No. 2 Project within The City of Mountain Brook. These services include, among other things, (a) administration of the contracts for construction in cooperation with the Architect, (b) coordinate scheduled activities and responsibilities of the Contractors, Construction Manager, Architect and Owner, (c) schedule and conduct meetings to discuss procedures, progress, and scheduling, (d) evaluation of Contractor Applications for Payment, and Requests for Changes and claims.

In consideration of the services and this agreement the parties agree to be legally bound as follows:

A. Scope of Services

Construction Manager shall provide to Owner all of the services generalized above and detailed in Attachment "A" (and other services as requested in writing by the Owner) for the period commencing with the date of this agreement.

B. Cooperation and Coordination with Owner and its Consultant(s)

At all times during the course of this Agreement, Construction Manager shall cooperate fully with the Owner and its Consultant(s) and shall coordinate its work with each of them.

- Construction Manager shall respond promptly to requests for information and recommendations from the Owner and its Consultant(s).
- Construction Manager shall attend meetings of the Owner and its Consultant(s), and Construction Manager shall schedule meetings with the Owner and/or its Consultants(s) as necessary.

Note: Only architects and engineers are licensed for design responsibilities. Construction Manager's role is to provide oversight of construction activities, scheduling, planning and cost information.

C. Compensation

Construction Manager of multiple prime contractors will be paid for these services as follows:

a. Pre-Construction Phase Services

Pre-Construction Phase Services are to be compensated at hourly billing rates for an estimated total of \$1~~2631~~,000. This includes early procurement of long lead equipment, preparation of 4 – 5 bid packages, detailed cost estimate based on Construction Documents prior to bidding, extensive outreach to Prime Contractors and Subcontractors to increase competition, and Construction Contracts preparation.

b. Construction Phase Services

Construction Phase Services are to be compensated at hourly billing rates for an estimated* total of \$7~~2082~~,000 and are to be billed on a monthly basis for the hours

DRAFT 32

worked. (Note* - construction phase services estimate will be adjusted up or down after the completion of Pre-Construction Phase after the scope and work plan are confirmed)

c. Construction Management Fee

Construction Management Fees are to be compensated at a fixed percentage of 3.25% to be billed on a prorated monthly basis.

d. Based on current understanding of the project, the anticipated Construction Cost Savings to offset CMA Costs is a range from \$475,000 - \$700,000, inclusive of the following:

- Reduction of General Trades Contractor Staffing: \$150,000 - \$200,000
- Lower Construction Bids from increased competition: \$100,000 - \$150,000
- Less Change Orders after constructability review: \$100,000 - \$150,000
- Reduced General Trades Contractor Mark-ups: \$100,000 - 150,000
- Reduced Subcontractor Mark-ups because of early procurement: \$25,000 - \$50,000

e. Reimbursable Expenses

The following items are assumed to be reimbursable or the responsibility of others:

- Reproduction expenses
- Postage and shipping
- Advertising expenses
- Jobsite office
- Computer systems
- Insurance
- Out of town assignment costs (if necessary) per R&M standard policy
- Outside Consulting services that are approved in advance by client and Project architect

Reimbursable expenses shall be reimbursed on a Cost Plus 10% basis.

f. Additional Services

Additional services not covered by this Agreement that are requested and agreed to in advance by the City are to be compensated per the provision stated in Attachment "B".

g. Owner shall make payment to the Construction Manager not later than twenty (20) days after the Owner receives Construction Manager's invoice.

D. Miscellaneous Terms and Conditions

- Construction Manager may cease performing Construction Management Services under this Agreement at any time. In such event, this Agreement shall be regarded as having been terminated for the convenience of Construction Manager. In the event this Agreement is terminated for the convenience of Construction Manager, Construction Manager shall not be liable to Owner for any amount or in any manner. Owner shall only be liable for those services performed through the termination date and those required to terminate and close out this Agreement.
- Owner may cease Construction Management Services under this Agreement at any time. In such event, this Agreement shall be regarded as having been terminated for the convenience of Owner. In the event this Agreement is terminated for the convenience of Owner, Owner

- shall only be liable for those services performed through the termination date and those required to terminate and close out this Agreement.
- This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.
 - This Agreement and the exhibits, documents, and other agreements to be furnished or executed in connection herewith supersede all prior negotiations, representations, or agreements either written or oral.
 - Construction Manager shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of the Contractors, since these are solely the Contractor's responsibility under the Contract for Construction.
 - Construction Manager shall not be responsible for a Contractor's failure to carry out the Work in accordance with the respective Contract Documents.
 - No modification to this Agreement shall be effective unless made in writing signed by both Owner and Construction Manager, unless otherwise provided for herein.
 - Construction Manager shall at all times be an independent consult and not an employee of Owner and shall not have (nor represent that it has) authority to bind or commit Owner unless expressly authorized to do so in writing by Owner.
 - Construction Manager shall perform its obligation under this Agreement with the utmost degree of professional diligence and in accordance with all known applicable laws, statutes, and regulations. Construction Manager shall promptly notify Owner of any matters of which Construction Manager becomes aware which could benefit the development of the Project or reduce the cost thereof.
 - Construction Manager shall keep confidential and not disclose to any person, firm, or corporation, except to its employees involved in performance of the Services, Owner and its employees, and other consultants as authorized by Owner in writing, any information related to the Services or the Project, whether written or oral and whether disclosed to it by Owner or derived from third-party sources. Construction Manager shall issue no public announcement or press release relating to the Project, this Agreement, or any Work Authorization with Owner, without the express prior written permission of Owner.
 - The Construction Manager and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year first above written.

Owner

Construction Manger

By: _____

By: _____

Title: _____

Title: _____

**ATTACHMENT A
CONSTRUCTION MANAGEMENT SERVICES**

As the project enters the Construction Phase, it is critical that our personnel effectively implement the plans and strategies developed during the Pre-Construction Phase and shift their efforts towards more operationally focused services. Some detailed examples of these services are as follows:

- Overall Project Coordination
- Schedule Refinement and Tracking
- Financial Tracking and Reporting
- Project Reviews and Controls
- Project Turnover
- Contractor Outreach and Pre-qualification (in pre-con phase)
- Invitation to Bid in conformance with the Alabama Public Works Bid Law (in pre-con phase)
- Evaluation of Bids and Contractor Selection (in pre-con phase)
- Project Management System (Procore)

We anticipate that this work will be required for both oversight of the General Contractor, and the coordination and management of the following work packages and items:

- Utility Relocations
- Furniture, Fixture and Equipment/AV items (to be furnished by Owner)
- Security/Networking Systems
- Miscellaneous Ancillary work (e.g. street paving)

More detailed information regarding these services can be found in the descriptions below.

1. Overall Project Coordination

During the Construction Phase, our Project Management team begins comprehensive and detailed coordination and monitoring of the construction activities to ensure that the project cost, and schedule goals are achieved. This includes working closely with the Contractors to ensure they are proceeding in accordance with the project schedule and phasing. This is achieved through:

- Pre-Construction and Installation Meetings
- Schedule Progress Review and Coordination Meetings
- Task Specific Coordination and Update Meetings as needed Meeting Minutes and Reports as applicable

Our team also works diligently to facilitate effective communications between the Owner, Architect and Contractors. In addition to establishing strong working through:

- Owner/Architect/Contractors (OAC) Meetings

- Monthly Status Reports and Updates
- Topic Specific Meetings, Correspondence and Reports
- Manage and maintain Procore Project Management System

These meetings, reports and updates ensure that all parties are aware of the project's status and are participating in ongoing decisions and reviews necessary for the Project's continued progress.

Other important activities for which our team takes responsibility for handling during Construction include:

- Monitoring Sales Tax Exemptions
- Permit inspections and surveys
- Coordination with governing authorities and utilities Coordination and communication with surrounding businesses and residents

2. Multiple Prime Contractors and Work Package Coordination

While the Multiple Prime Contractors are responsible for the "means and methods" of their work, the Robins & Morton team works closely with them to ensure that the methods they employ are appropriate and that they are sequencing their work properly. We also work closely with them to proactively identify issues and concerns, generate potential solutions and follow up to ensure they are properly addressed. In addition, we work diligently to ensure that their work is coordinated well with that of other Owner Work Packages.

3. Schedule Development and Tracking

During Pre-Construction, we develop a detailed Master Schedule for the project. As the project enters the Construction Phase, we work with the Contractors to incorporate additional schedule details into the Master Schedule. These details are based upon the Contractor's specific work plans and reflect their proposed manpower and resource allocations for the project. This schedule then becomes the measure by which we track the overall status of the project and hold the Contractors accountable for their schedule progress. In addition, this gives us the ability to analyze upcoming activities to proactively identify and mitigate potential coordination issues and project delays.

4. Financial Tracking and Reporting

During the Construction phase, we closely monitor and provide regular updates of the financial status of the project. This includes cash flow projections, application for payment reviews and approvals, billing status updates, stored materials reviews and sales tax abatement monitoring. Also, while our goal on every project is to eliminate change orders, it is likely that some change order work will be required. When this occurs, our team works to proactively identify the reason for the change, provide a preliminary estimate of its cost impact, scrutinize any contractor pricing that is submitted and then provide a recommendation for the Owner on whether to approve or reject the change order. Finally, at each O/A/C meeting, we provide to the Owner a set of reports that identify original project value, any approved/pending/upcoming changes and the expected final project value.

5. Project Reviews and Controls

Throughout the Construction Phase and in conjunction with our Coordination efforts, we actively implement proactive reviews and controls to ensure the project's cost, schedule, safety and quality levels are achieved. Examples of these include:

- Reviewing the Contractor's Submittal and Shop Drawing Logs and Schedule for accuracy, completeness, and schedule compliance
- Ongoing monitoring of Contractor Submittal and Shop Drawing progress to prevent quality and schedule impacts and minimize "emergencies" for the Design Team
- Monitoring of work activities for Quality, Schedule, and Safety conformance
- Reviewing of RFI's for appropriateness and development of recommendations prior to Design Team receipt
- Reviewing Change Order requests and Applications for Payment for accuracy, appropriateness and thoroughness to maximize Design Team efficiency and minimize resubmittals.

The accuracy of the information in these logs and reports is critical to any project's success. On a CM project, it would be easy to be a "compiler" and merely rely on the information provided by the General Contractor. However, we believe the only way to guarantee accuracy (and therefore, the project's success) is for our personnel to take personal responsibility for its collection, monitoring, tracking, review and reporting.

6. Commissioning and Project Turnover

At the completion of the project, we coordinate facility turnover and ensure the General Contractor and other work packages are promptly, thoroughly, and efficiently fulfilling their responsibilities through punch list development, Owner training, start-up activities, as-built drawing completion and contract closeout. Then, during the warranty period, we stay in close contact with the Owner to ensure that warranty issues are promptly resolved by the General Contractor and other work packages contractors.

**ATTACHMENT B
BILLING RATES**

A. The following billing rates shall apply:

a. Division Manager	\$17 05 /Hour
b. Operations Manager	\$1 65 70 /Hour
c. Senior Project Manager	\$1605/Hour
d. Project Manager	\$1 35 40 /Hour
e. Assistant Project Manager	\$120/Hour
f. Intern	\$ 68 0/Hour
g. Chief Estimator	\$1 45 0/Hour
h. Senior Estimator	\$11520/Hour
i. Estimator	\$1150/Hour
j. Administrative Assistant	\$455/Hour
k. General Superintendent	\$140/Hour
l. Superintendent	\$130/Hour
m. Field Engineer	\$95100/Hour
n. Safety Coordinator	\$95100/Hour
o. Quality Control Supervisor	\$95100/Hour

Note: Bolded positions are anticipated

After December 31, 2024, the Construction Manager will be allowed to increase the rates annually each January 1st by five percent.

B. Non-personnel Expenses

Non-personnel expenses (e.g. reproduction expenses, postage and shipping, site office and utilities, computer systems, approved outside consulting services, out-of-town travel, advertising, insurance coverage, and out of town assignment costs, etc.) are to be reimbursed on a cost plus 10% basis.

C. Billing Periods

Billings to be prepared on a monthly basis and are to be paid within 20 days of receipt by the Owner.

RESOLUTION NO. 2023-180

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes either the Mayor or City Manager to execute, for and on behalf of the City Council, the audit engagement letter, in the form attached hereto as Exhibit A, with respect to the City's annual independent financial audit.

ADOPTED: This 23rd day of October 2023.

Council President

APPROVED: This 23rd day of October 2023.

Mayor

CERTIFICATION

I, Heather Richards, City Clerk of the City of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on October 23, 2023, as same appears in the minutes of record of said meeting.

City Clerk



Carr, Riggs & Ingram, LLC
3700 Colonnade Parkway
Suite 300
Birmingham, AL 35243

(205) 933-7822
(205) 933-7944 (fax)
www.cricpa.com

October 11, 2023

To the Mayor and City Council of
City of Mountain Brook, Alabama
56 Church Street
Mountain Brook, AL 35213

We are pleased to confirm our understanding of the services we are to provide for the City of Mountain Brook (the "City") for the year ended September 30, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City as of and for the year ended September 30, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Schedules of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual – General Fund
- 3) Schedule of Changes in the Net Pension Liability and Related Ratios
- 4) Schedule of Employer Contributions – Pension
- 5) Schedule of Changes in OPEB Liability and Related Ratios
- 6) Schedule of Employer Contributions – OPEB
- 7) Schedule of Investment Returns
- 8) Notes to Required Supplementary Information

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will

provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

- 1) Combining and individual fund statements and schedules
- 2) Schedule of general fund revenues by source
- 3) Comparative statements for individual funds
- 4) Schedule of expenditures of federal awards (if applicable)
- 5) Notes to Supplementary Information

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. If applicable, the objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit (if applicable)

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996 (if applicable); and the provisions of the Uniform Guidance (if applicable), and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Improper revenue recognition due to fraud.
- Management override of controls.
- Nature of the estimates and judgements used in determining the Net Pension and OPEB liabilities.

[According to GAAS, significant risks include management override of controls, and GAAS presumes that revenue recognition is a significant risk. Accordingly, we have considered these as significant risks.]

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the

effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance (if applicable), we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

When applicable, the Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

If applicable, we will also assist in preparing the OMB data collection form based on information provided by you. This nonaudit service does not constitute an audit under *Government Auditing Standards* and such service will not be conducted in accordance with *Government Auditing Standards*. We will perform the service in accordance with applicable professional standards. The other services are limited to the preparation of the OMB data collection form and any other nonaudit service that we may provide. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the preparation of the OMB data collection form and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the OMB data collection form and that you have reviewed and approved the OMB data collection form prior to its submission and have accepted responsibility for it. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable

skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit (if applicable)

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards (if applicable), and all accompanying information in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards (if applicable), all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance (if applicable); (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and

the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

If a Single Audit is necessary, you are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. If applicable, you agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information. With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Dispute Resolution

In the event of a dispute between the parties which arises out of or relates to this contract or engagement letter, the breach thereof or the services provided or to be provided hereunder, if the dispute cannot be settled through negotiation, the parties agree that before initiating arbitration, litigation or other dispute resolution procedure, they will first try, in good faith, to resolve the dispute through non-binding mediation. All parties agree that an

alternative form of dispute resolution shall not be undertaken by either party until the expiration of fifteen (15) calendar days following notice being provided to the other party indicating that the dispute cannot be settled through mediation. The mediation will be administered by the American Arbitration Association under its *Dispute Resolution Rules for Professional Accounting and Related Services Disputes*. The costs of any mediation proceedings shall be shared equally by all parties.

LIMITATION OF LIABILITY

EXCEPT AS PROVIDED IN THIS AGREEMENT, CRI SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, PUNITIVE OR ANCILLARY DAMAGES OF ANY KIND ALLEGED AS A RESULT OF ANY CAUSE OF ACTION ARISING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT, WHETHER FOR BREACH OF CONTRACT, TORT OR OTHERWISE. UNLESS OTHERWISE STATED IN THIS AGREEMENT, BOTH CRI AND YOU AGREE THAT THE TOTAL CUMULATIVE LIABILITY OF CRI (INCLUDING ITS EMPLOYEES, DIRECTORS, OFFICERS OR AGENTS), SHALL NOT EXCEED THE AMOUNT OF FEES EARNED BY CRI RELATED TO THIS ENGAGEMENT DURING THE TWELVE MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, AS SUCH AMOUNT SHALL SERVE AS A REASONABLE PROSPECTIVE ESTIMATE OF ANY DAMAGES WHICH YOU MAY SUFFER THROUGH ANY BREACH BY CRI OF THE TERMS OF THIS AGREEMENT, AS SUCH DAMAGES MAY BE SPECULATIVE OR IMPOSSIBLE TO CALCULATE. IF THERE ARE UNPAID FEES OWED TO CRI, THIS CUMULATIVE LIABILITY WILL BE REDUCED BY THE VALUE OF THE UNPAID FEES WITH NO ADDITIONAL INTEREST OR CHARGES, AS CRI RETAINS THE RIGHT TO OFFSET ANY SUMS CLAIMED AS DUE AND OWED BY YOU, BY ANY SUMS TO WHICH IT IS LEGALLY ENTITLED. THIS LIMITATION SHALL APPLY WHETHER OR NOT FURTHER DAMAGES ARE FORESEEABLE, OR WHETHER EITHER PARTY (OR ITS EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Governing Law; Venue

This agreement and performance hereunder shall be governed by the laws of the State of Alabama, without reference to any conflict of laws rules or principles. Any action or proceeding arising out of or in any way relating to this agreement must be brought in a state court having jurisdiction in Coffee County, Alabama, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding and agrees to waive any defenses or objections to venue and jurisdiction within Coffee County, Alabama, including *forum non conveniens*.

Statute of Limitations

The parties agree that there shall be a one-year statute of limitation (from the delivery of the service or termination of the contract) for the filing of any requests for arbitration, lawsuit, or proceeding related to this agreement. If such a claim is filed more than one year, or the minimum durational period having been determined as permissible by applicable statutory law or by a court of competent jurisdiction, subsequent to the delivery of the service or termination of the contract, whichever occurs first in time, then it shall be precluded by this provision, regardless of whether or not the claim has accrued at that time.

Disclosure

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account including service providers located outside of the United States. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to

determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. Furthermore, we will remain responsible for the work provided by any such third-party service providers. By signing this letter, you consent to allow us to disclose your financial information, if applicable, or other information to our service providers located abroad. If you want to limit the amount of information that may be disclosed to any third-party service provider, please notify us in writing as an attachment to this letter.

Electronic Data Communication and Storage and Use of Third Party Service Provider

In the interest of facilitating our services to the City, we may send data over the Internet, securely store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to the City may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data, such as, but not limited to, providers of tax return preparation software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require our third-party vendors to do the same.

You recognize and accept that we have no control over, and shall not be responsible for, the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

To enhance our services to you, we will use a combination of remote access, secure file transfer, virtual private network or other collaborative, virtual workspace or other online tools or environments. Access through any combination of these tools allows for on-demand and/or real-time collaboration across geographic boundaries and time zones and allows CRI and you to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use certain of these tools and in addition to execution of this acknowledgement and engagement letter, you may be required to execute a separate client acknowledgement or agreement and agree to be bound by the terms, conditions and limitations of such agreement. You agree that CRI has no responsibility for the activities of its third-party vendors supplying these tools and agree to indemnify and hold CRI harmless with respect to any and all claims arising from or related to the operation of these tools. While we may back up your files to facilitate our services, you are solely responsible for the backup of your files and records; therefore, we recommend that you also maintain your own backup files of these records. In the event you suffer a loss of any files or records due to accident, inadvertent mistake, or Act of God, copies of which you have provided to us pursuant to this agreement, we shall not be responsible or obligated to provide you a copy of any such file or record which we may retain in our possession.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

If applicable, at the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Carr, Riggs & Ingram, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Cognizant or Oversight Agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Carr, Riggs & Ingram, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Cognizant Agency, Oversight Agency for Audit, or Pass-through Entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Jason Harpe is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, confirmation service provider fees, etc.) except that we agree that our fee, including expenses, will not exceed \$57,750 for the City's audit and \$8,000 for a Single Audit when required under OMB regulations. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

Reporting

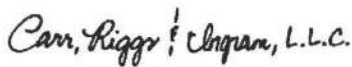
Our reports will be addressed to the Mayor and City Council of the City of Mountain Brook. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in

accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. If applicable, the Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,



Carr, Riggs & Ingram, LLC.

RESPONSE:

This letter correctly sets forth the understanding of the City of Mountain Brook.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

RESOLUTION NO. 2023-181

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that either the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to authorize a Memorandum of Understanding with One Place Metro Alabama Family Justice Center, in the form as attached hereto as Exhibit A, subject to such minor changes as may be determined appropriate by the City Attorney.

ADOPTED: This 23rd day of October, 2023.

Council President

APPROVED: This 23rd day of October, 2023.

Mayor

CERTIFICATION

I, Heather Richards, City Clerk for the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on October 23, 2023, as same appears in the minutes of record of said meeting.

City Clerk

Memorandum of Understanding (MOU)

The City of Mountain Brook & One Place Metro Alabama Family Justice Center

Names, Titles, and Contact Information for Primary Points of Contact:

Chief of Police Jaye Loggins
Mountain Brook Police Department
101 Tibbett Street
Mountain Brook, Alabama 35213
(205) 802-3855
logginsj@mtnbrook.org

Kelly Klehm
Deputy Director
One Place Family Justice Center in Birmingham
3613 6th Avenue South
Birmingham, Alabama 35222
(205) 453-7261
kklehm@oneplacebirmingham.com

Time Period: October 24, 2023- September 30, 2024

City of Mountain Brook - Mountain Brook Police Department:

The mission of the Mountain Brook Police Department is to serve the community by protecting life and property; by preventing crime; by enforcing the law; and by maintaining order while safeguarding Constitutional guarantees for all.

One Place Metro Alabama Family Justice Center ("One Place"):

One Place Metro Alabama Family Justice Center is a public safety organization committed to reducing the number of fatalities associated with domestic and sexual violence in our region. One Place provides coordinated services to victims and survivors of domestic and sexual violence through a multi-disciplinary team of professionals working together under one roof, including the Jefferson County District Attorney's Office, local law enforcement agencies, YWCA Central Alabama, and Hispanic Interest Coalition of Alabama.

In response to City of Mountain Brook financial support, One Place commits the following:

Localized Reporting. One Place accepts for service any residents of Mountain Brook who have experienced domestic or sexual violence, and offers annual localized reporting to help Mountain

Brook officials with an understanding of the scope of need and resources addressing domestic and sexual violence accessed through One Place.

First Responder Professional Development and Support. Through trained law enforcement partners onsite, One Place can provide professional development opportunities for the police department and other first responders throughout the year at no additional cost. The focus of the trainings can be aligned with department priorities and in partnership with law enforcement leadership.

K-12 Annual Professional Development and Student Support. One Place Camp HOPE Site Coordinator is available to support Mountain Brook Schools students exposed to violence and trauma, in addition to providing professional development for teachers and administrators on the impact of trauma and the science of hope, for students and employees.

The undersigned have reviewed this Memorandum of Understanding and accept it as the basis for the working partnership. Below are signatures contained herein, we indicate our approval.

Police Chief, City of Mountain Brook

Date

Deputy Director, One Place

Date

RESOLUTION NO. 2023-182

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that either the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to execute a contractor agreement, in the form as attached hereto as Exhibit A, between the City and Landscape Services, LLC with respect to the Junior High School Detention Pond landscaping.

ADOPTED: This 23rd day of October, 2023.

Council President

APPROVED: This 23rd day of October, 2023.

Mayor

CERTIFICATION

I, Heather Richards, City Clerk of the City of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on October 23, 2023, as same appears in the minutes of record of said meeting.

City Clerk

CONTRACTOR AGREEMENT

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

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

Name of Project: Detention Pond Landscaping

Site of Project: Mountain Brook Junior High
205 Overbrook Road
Mountain Brook, AL 35213

2. **Scope of Work.** The Scope of Work is set forth on Exhibit A (which includes the October 13, 2023 Contractor Proposal and the Project Plans) that is attached and incorporated herein.

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

4. **Term/Termination.** The term of this Agreement shall commence on the Effective Date and thereafter continue in effect up to two (2) months (the "Term"). The period in which Contractor will complete the Project is set forth on Exhibit A.

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

5. **Contract Price/Invoice/Certification.** Unless otherwise stated in the Special Conditions on Exhibit A or agreed in a writing signed by the Parties, City will pay Contractor the lump sum amount of Nineteen Thousand Four Hundred Sixty Dollars and Thirty Cents (\$19,460.30) as compensation for performing the Work (the "Contract Price"). Unless agreed in a writing or amendment to this Agreement that is signed by

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

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

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

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

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

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

7. Insurance/Safety/Indemnification.

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

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

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

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

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

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

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

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

(d). *Limitation of Liability.* In no event may Contractor recover from the City any special, incidental, consequential or any other indirect damages whatsoever of any description (including, without limitation, damages for lost profits, lost advantage, lost opportunity, loss of savings or revenues or for increased cost of operations) or amount arising from the City's breach of its obligations hereunder.

8. Project Representative. Each Party shall appoint and indicate on Exhibit A its representative who shall coordinate with the other Party on all matters related to the performance of the Work and the administration of this Agreement (the "Project Representative"). Any notice required hereunder shall be sufficiently given when sent to the appropriate Project Representative via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or by personally delivering such notice to the party to be in receipt thereof.

9. Miscellaneous Provisions.

a. This Agreement which is comprised of this instrument, the October 13, 2023 Contractor Proposal and the Project Plans (collectively, the "Contract Documents") sets forth the entire understanding between the Parties concerning the matters herein, and all oral representations, prior negotiations, understandings, agreements, conditions, and terms discussed between them prior to acceptance and signing of this Agreement are deemed to have merged herein.

b. This Agreement may be executed in counterparts each of which when executed by the parties shall be deemed to be a complete original. An electronic or facsimile copy of the executed contract or counterpart shall be deemed, and shall have the same legal force and effect as, an original document.

c. Any forbearance or delay on the part of City in enforcing any of its rights under this Agreement shall not be construed as a waiver of such rights. No terms of this Agreement shall be waived unless expressly waived in writing.

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

e. This Agreement is made only for the benefit of the Parties. It is not intended, nor shall it be construed, to grant or bestow any benefit, right or privilege to any third party.

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

g. Immigration Law Compliance. Contractor represents and warrants to the City that: (i) it does not knowingly employ, hire for employment, or continue to employ, in Alabama, an "unauthorized alien," as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, *et seq.*, Code of Alabama 1975, as amended (the "Act"); (ii) it will enroll in the E-Verify program prior to performing any work on the Project in Alabama and shall provide documentation establishing that it is enrolled in the E-Verify program. During the performance of this Agreement, the Contractor shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations; (iii) it will comply with all applicable provisions of the Act with respect to subcontractors, if any, that it engages on the Project by entering into an agreement with or by obtaining an affidavit from such subcontractors providing work on the Project in Alabama that such subcontractors are in compliance with the Act with respect to their participation in the E-verify program. Contractor further represents and warrants that it shall not hire, retain or contract with any subcontractor to work on the Project in Alabama which it knows is not in compliance with the Act; and (iv) by signing this Agreement, it affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if Contractor is found to be in violation of this provision, it shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

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

i. Delayed Performance/Force Majeure Events. Neither Party shall be liable to the other for any failure to perform its respective obligations (including payment obligations) under this Agreement during any period in which its performance is delayed by circumstances beyond its reasonable control, such as fire, flood, war, embargo, strike, riot, or the intervention of any governmental authority (a "Force Majeure Event"). However, the delayed Party must promptly provide the other with written notice of the Force Majeure Event, the delayed Party's time for performance will be excused only for the duration of that Event, and, if that Event lasts longer than 30 days, then the other Party may immediately terminate, in whole or in part, this Agreement by giving written notice to the delayed Party.

j. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Alabama.

(Signature Page Follows)

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

CITY OF MOUNTAIN BROOK, ALABAMA

By: _____

Its: _____

Date: _____

LANDSCAPE SERVICES, INC.

By: _____

Its: _____

Date: _____

Project: Detention Pond Landscape Installation

EXHIBIT A – SPECIFICATIONS

1. Scope of Work.

See attached October 13, 2023 Contractor Proposal and Project Plans.

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

2. Project Schedule. The Contractor will complete this project by December 1, 2023 unless an extension is requested in writing by the Contractor and approved in writing by the City.

3. Project Representatives.

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

Contractor Project Representative:
Will Newton
PO Box 43383
Birmingham, AL 35243
Email: wnewton@lsialabama.com
Day Tel #: 205-991-9584

4. Special Conditions:

The purpose of this Contract is to purchase and install plant material around the detention pond located by Mountain Brook Junior High. The quote covers specified plant materials in the provided quote or substitute Green Giants if available and approved by the city. The work is estimated to take approximately three days and must be coordinated with school activities and use of the parking lot.



Landscape Services, Inc.

(205) 981-9584

POST OFFICE BOX 43383
BIRMINGHAM, AL. 35243

10/13/2023

Mountain Brook Parks and Recreation
3698 Bethune Drive
Mountain Brook, AL 35223

Attn: Shanda Williams
[email:](#)

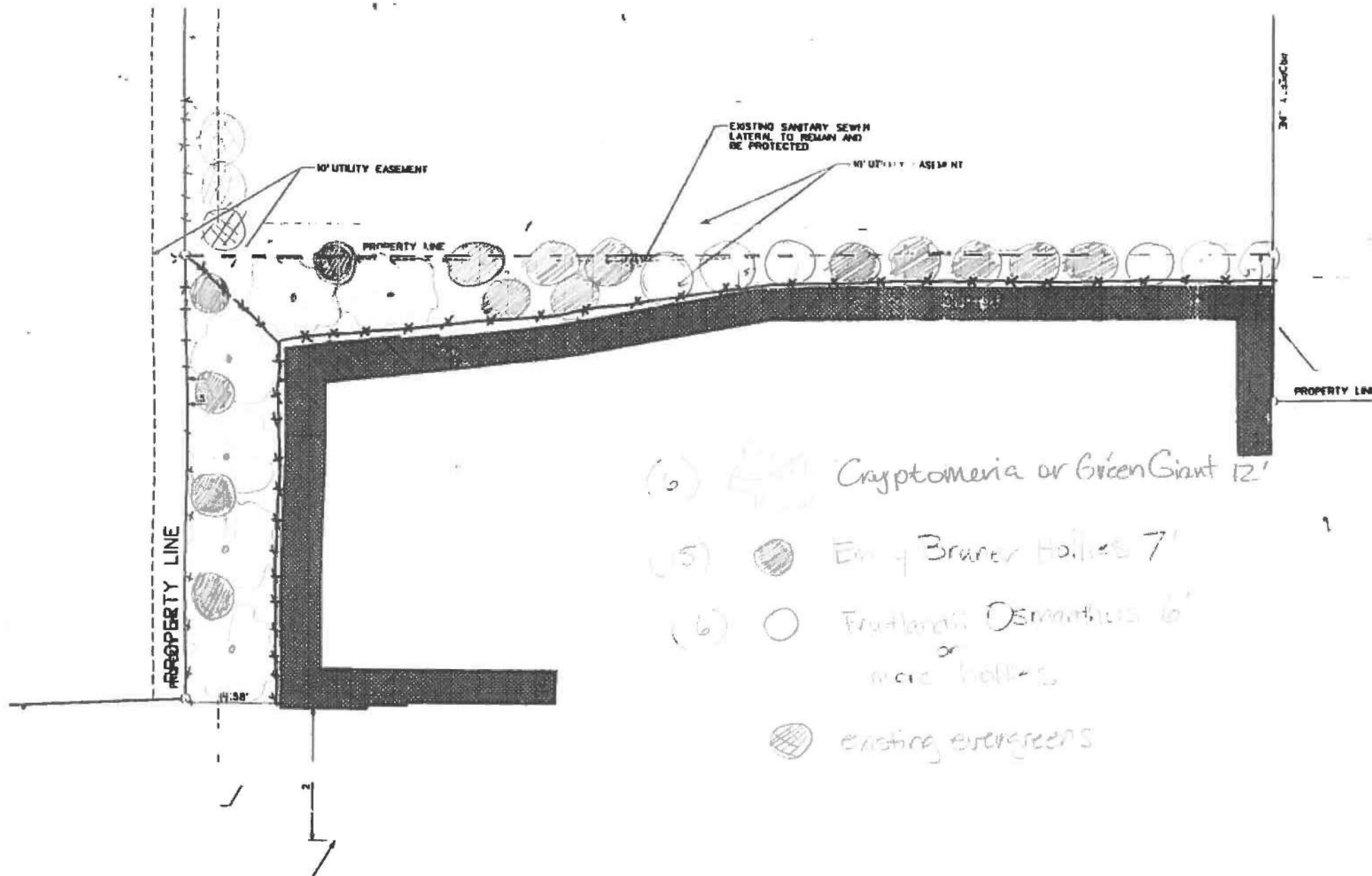
Re: Mountain Brook Junior High Pond Landscape 2023

ESTIMATE

QTY	DESCRIPTION	SIZE	UNIT PRICE	TOTAL
Materials				
6	Radicans Cryptomeria	12'	\$487.50	\$2,925.00
15	Emily Bruner Holly	7'	\$337.50	\$5,062.50
6	Fruitlands Osmanthus	6'	\$247.50	\$1,485.00
27	Mixed Soil	cu yd	\$42.00	\$1,134.00
45	Pine Straw	roll	\$14.64	\$658.80
			Sub-Total	\$11,265.30
Labor & Equipment				
1	Mobilize and Install Plantings		Lump Sum	\$6,395.00
1	Cleanup And Pine Straw		Lump Sum	\$1,800.00
			Sub-Total	\$8,195.00
			TOTAL	\$19,460.30

Notes & Exclusions

*** Warranty Provided for Irrigated Plant Materials



RESOLUTION NO. 2023-183

**A RESOLUTION AUTHORIZING THE SALE OR DISPOSAL
OF CERTAIN SURPLUS PROPERTY**

WHEREAS, the City of Mountain Brook, Alabama, has certain items of personal property which are no longer needed for public or municipal purposes; and

WHEREAS, Section 11-43-56 of the Alabama Code of 1975 authorizes the municipal governing body to dispose of unneeded personal property.

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

Section 1. It is hereby established and declared that the following property, as described in the form as attached hereto as Exhibit A, owned by the City of Mountain Brook, Alabama are no longer needed for public or municipal purposes and is hereby declared surplus property; and

Section 2. That the City Manager, or his designated representative, is hereby authorized and directed to sell said property by way of public Internet auction or to dispose of said items not sold.

ADOPTED: This 23rd day of October, 2023.

Council President

APPROVED: This 23rd day of October, 2023.

Mayor

CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on October 23, 2023, as same appears in the minutes of record of said meeting.

City Clerk

Surplus

Wire inbox tray – 2, 12"x12"x10



Orange Cart – 1, 31"x17"x42"



Shelving Unit, frame - 1, 36"x12"x84"



Teal Cart – 1, 31"x17"x41"



Blue Cart – 31"x17"x44"



Green Cart – 1, 31"x17"x41"



Honeywell fan tower - 1



Chair – 1, armrest cover missing



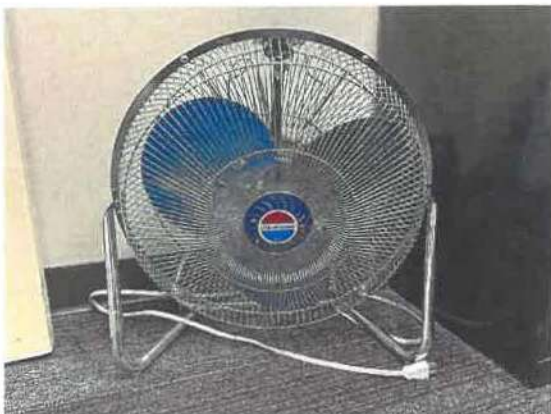
Plastic container - 1



Avaya Conference phone - 1



Fan - 1



Office chair - 1



Broom - 1



Ladder – 1, 6'



iMacs – 2



Asus Tablet - 1



Bose Speaker - 1



Table – 1, Broken (Trash)



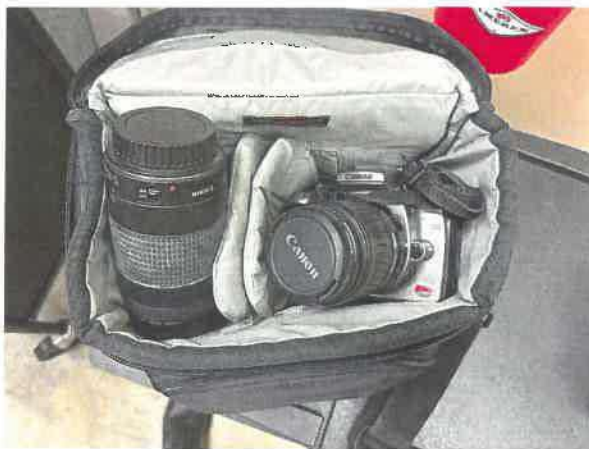
Office Chair – 1



Digital Camera with bag – 1, Canon EOS Rebel T3



Digital Camera with bag – 1, Canon EOS



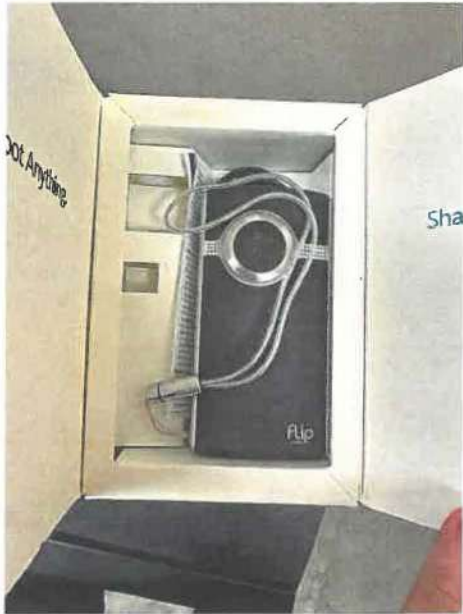
Extendable Ladder – 1, 21'



Server Equipment –



Flip Camera – 1



Handheld Microphones – 5



iPad, Desk Mounts – 6



Ladder – 4'



Laptop Bag – 1



Makerbot Digitizer – 1



Microphone Headsets – 6 plus extras



PC Monitor – 1



Movie Projector



Instant Camera – Polaroid



Soldering iron, magnifier



UPS



Wireless Lapel Microphone – 1



Public Works and PD units ready for surplus as of 10-19-2023

2014 Ford F-150, Extended Cab

42,181 miles. Runs and drives. Has been replaced.



2010 Dodge Charger, Unmarked PD unit.

157,795 miles. Runs and drives.



2020 Police Tahoe

107,540 miles. Has a bad motor.



X-Mark Zero Turn Mower

309 hours. Runs. Has been replaced.



Tire Balancing Machine

Older machine that works, but has been replaced.



City of
Mountain Brook

Heather Richards <richardsh@mtnbrook.org>

For acution

2 messages

Gilbert Aban <abang@mtnbrook.org>

Wed, Oct 18, 2023 at 9:17 AM

To: Heather Richards <richardsh@mtnbrook.org>, Steve O'Dell <odells@mtnbrook.org>

Do you know how much the last equipments sold?

New for auction

Lot of Cisco 2960 switches. Switches were removed because of age. May or may not work. No peripherals, power cords, or cables. Parts may be missing. Sold AS IS.

Ser. #

FOC1849Z5SH
FOC1849Z5YR
FCW1851B632
FCW1851B61D

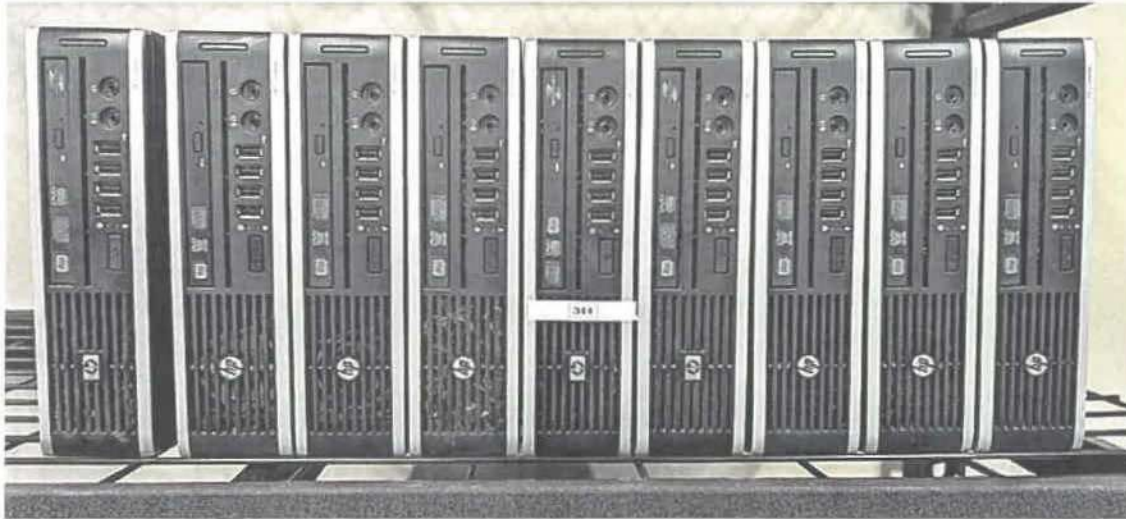


Assorted Hp Elite 8000 and 8300

Lot of HP assorted HP Elite 8000 and 8300. Computers were removed because of age. May or may not work. No monitors, peripherals, power cords, or cables. Parts may be missing. Sold AS IS.

Ser #

MXL325NOP
MXL325NOW
MXL390C4P
MXL325NOY
MXL1071WRS
MXL039OC4Y
MXL325NOV
2UA3121WNB



Lot for sale HP printers. Removed from service, may or may not work. No peripherals, power cords, or cables. Parts may be missing. Sold AS IS.

Office jet pro 8610
Ser. # CN5CPFX04C0

Lasejet 1320
Ser. # CNHC63V1H5

Color Laserjet CP2025
Ser # CNGS331347

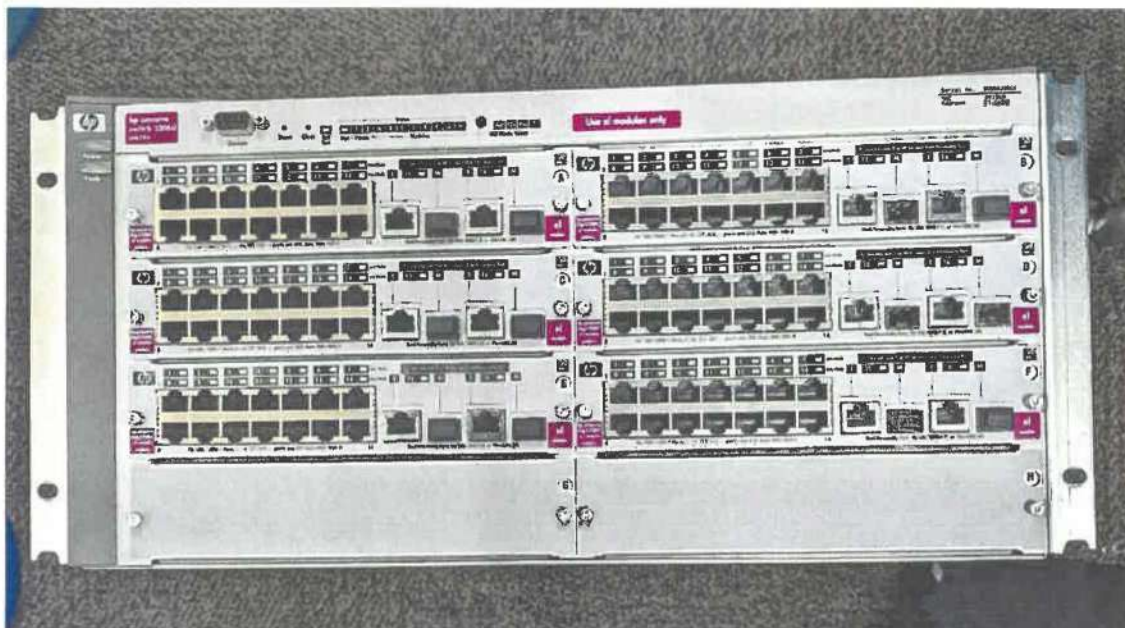
Hp Laserjet 2035
Ser # VNB3416550

HP Laserjet 2035
ser # CNB9X20945



HP Procurve 5308XL with 6 XL module
Ser # SG550J2OCK

HP Procurve 5308XL with 6 XL module. Removed from service, may or may not work. No peripherals, power cords, or cables. Parts may be missing. Sold AS IS.



Thank you,

ORDINANCE NO. 2152

AN ORDINANCE ESTABLISHED THE DIVISION OF INVESTIGATIONS AND INSPECTIONS OF THE CITY OF MOUNTAIN BROOK FIRE DEPARTMENT AND TO DESIGNATE CERTAIN FIREFIGHTERS IN SAID DIVISION AS LAW ENFORCEMENT OFFICERS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA, IN SESSION DULY ASSEMBLED AND BY AUTHORITY THEREOF AS FOLLOWS:

1. There is hereby established the Division of Investigations and Inspections of the City of Mountain Brook Fire department.
2. Certain firefighters of the City of Mountain Brook Fire Department assigned to the Division of Investigations and Inspections ("Fire Investigators") are designated as law enforcement officers as defined by § 11-43-181, Ala. Code 1975, § 36-21-40(4), Ala. Code 1975, and Rule 1.4, Alabama Rules of Criminal Procedure, subject of the conditions and limitations set forth in this Ordinance.
3. Fire Investigators as law enforcement officers shall meet the minimum standards set out in Section 36-21-46, Code of Alabama, 1975 as amended, and complete the Alabama Peace Officers Standards and Training Commission (APOSTC) law enforcement academy and maintain certification as law enforcement officers as required by APOSTC.
4. Fire Investigators shall maintain public order and investigate the commission or suspected commission of offenses related to arson of fire prevention and protection. In connection with their activities, arson investigators shall be authorized to be armed and empowered with the full authority of law enforcement officers to make arrests and to take other such actions as may be legal, proper and necessary for the enforcement of all ordinances of the City of Mountain Brook and laws of the State of Alabama.
5. As law enforcement officers, Fire Investigators shall meet the minimum standards set out in § 36-21-46, Ala. Code 1975, complete the law enforcement academy, and maintain certification as law enforcement officers by Alabama Peace Officers Standards and Training Commission (APOSTC).
6. A firefighter assigned to the Division of Investigations and Inspections shall not be deemed to have changed a position of classification and the exercise of any law enforcement duties by said employee shall be deemed as a part of and arising out of the essential job functions of his or her existing firefighter position and shall not be supplemental thereto.
7. Severability. If any part, section, or provision of this Ordinance shall hereafter be declared unconstitutional or invalid for any reason, such declaration shall not affect the

validity of any other section or provision of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

8. Repeal of Conflicting Ordinances: Any Ordinances in conflict with this Ordinance shall be and is hereby repealed on the effective date of this Ordinance.
9. Effective Date. This Ordinance shall become effective upon approval and publication as required by law.

ADOPTED: This 23rd day of October, 2023.

Council President

APPROVED: This 23rd day of October, 2023.

Mayor

ATTEST:

City Clerk

CERTIFICATION:

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of an ordinance adopted by the City Council of the City of Mountain Brook, Alabama, as its meeting held on October 23, 2023, as same appears in the minutes of record of said meeting, and published by posting copies thereof on October 24, 2023, at the following public places, which copies remained posted for five (5) days as required by law.

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

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

City Clerk



Heather Richards <richardsh@mtnbrook.org>

Originating Agency Identifier (ORI) number for FD

Christopher Mullins <mullinsc@mtnbrook.org>

Thu, Oct 19, 2023 at 4:53 PM

To: Sam Gaston <gastons@mtnbrook.org>, Jenny Smith <wood967@icloud.com>, Gerald Garner <geraldgarner@gmail.com>, "Lloyd Shelton, Cpa" <lcs@borlandcpa.com>, Graham Smith <gsmithwlu@gmail.com>, Billy Pritchard <billyp@pm-j.com>, Stewart Welch <Stewart@welchgroup.com>
Bcc: richardsh@mtnbrook.org

Greetings all -

I have spoken to most of you concerning the Fire Department obtaining our own ORI number (pending Virginia and the Mayor).

Having our own ORI number will allow us to have the Fire Chief/Fire Marshal and those serving in that Division trained and certified as law enforcement officers by attending the Alabama Peace Officers Standards and Training course (APOST).

This would give the Fire Marshal arrest powers for suspected arson cases and allow him access to the NCIC and ACJIS systems for criminal history and background.

It would also allow us to have our Tactical Paramedics (who serve on the Tactical team alongside the PD) trained as law enforcement officers. This would allow our personnel to function in a greater capacity on the team.

As most of you know, Cory Towns transferred to the FD from the PD and is still a certified law enforcement officer and would like to maintain this certification. Having our own ORI would allow us to maintain his training and certification in-house. He cannot maintain this certification through our PD because he is not a sworn PD employee.

Many neighboring cities are using this model, including Vestavia, Trussville, Birmingham and Pelham. There are many more throughout the state as well.

I have spoken to Chief Loggins several times on this matter and he is not in opposition.

I do not foresee any budgetary impacts and this would not require the purchase of any additional equipment. Any additional training costs would be absorbed within our current training budget.

The only "negative" I see is the 12 week APOST certification commitment. I would estimate six people in the FD would become APOST certified over a two to three year period.

I will be happy to entertain any questions or concerns on this matter.

Many thanks,

--

Chris J. Mullins, MSEM

Fire Chief

Mountain Brook Fire Department

102 Tibbett Street

Birmingham, Alabama 35213

205 802-3837 ~ Office

205 438-2796 ~ Cell

mullinsc@mtnbrook.org