

**MEETING AGENDA
MOUNTAIN BROOK CITY COUNCIL**

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

NOVEMBER 13, 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 11132023).

1. Approval of the minutes of the October 23, 2023, regular meeting of the City Council.
2. Consideration: Resolution accepting the proposal with Sain Associates for the additional services on the Pine Ridge Road Sidewalk project.
3. Consideration: Resolution ratifying the Mountain Brook Fire Department's \$75,000 grant application.
4. Consideration: Resolution approving the cost-sharing of the Local Government Health Insurance Plan (LGHIP) medical/dental insurance premiums as established by the State Employee's Insurance Board (SEIB).
5. Consideration: Resolution authorizing the Intergovernmental Agreement with Jefferson County with respect to the contingency funding for the Electronic Collection Event at the Birmingham Zoo.
6. Consideration: Resolution awarding the bid for the purchase of a Public Works Administrative vehicle.
7. Consideration: Resolution authorizing the sale or disposal of certain surplus property.
8. Comments from residents and attendees.
9. Announcement: The next regular meeting of the City Council is November 27, 2023 at 7:00 p.m.
10. Adjourn.

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
OCTOBER 23, 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 23rd 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. Traffic Island beautification project on Fairway Drive

Shanda Williams-Parks and Recreation Superintendent

- On Fairway Drive, there are two long narrow islands
- Worked with neighbors and the Board of Landscape Design to come up a plan
- Would like to remove old Cherry trees and plant a line of Oak trees
- Will need to remove the Cherry trees to determine how many Oak trees will be needed
- Have \$6,000 to put towards this project (confident this will be sufficient)

Virginia Smith-Council President

- Item added to the formal agenda (Resolution No. 2023-183)

2. Overbrook Road and Winthrop Avenue traffic signs and markings recommendations

Richard Caudle-Skipper Consultants

- Collected more data on Winthrop Drive, Alden Lane, and Norman Drive
- Additional survey showed there was no problem on Norman Drive
- Removed Norman Drive from the recommendation
- Issued two new plan sheets
- One plan sheet was a repeat of the Winthrop Avenue plan with the exception of tightening up the time by 15 minutes
- Recommending one-way on Winthrop Avenue start at 2:45pm
- Recommendation is to make Winthrop Avenue one-way going towards the school for the 30 minute period (this does not eliminate any parking)

- The other plan sheet showed a “no parking/carpool line only” treatment along Overbrook Road that consists of yellow stripe and signs
- The school was in favor of the striping; however, they were not in favor of any signage

Billy Pritchard-Council President Pro Tempore

- Spoke with the school and they do not want any signage
- Suggested waiting to do anything until the parking lot is open

Richard Caudle

- There is very little parking that occurs in the carpool lane
- When the parking lot is complete, there will be 35 spaces, which should decrease any parking
- Would agree on not taking any action on Overbrook until it can be reviewed after the parking lot is open

Lloyd Shelton-Council Member

- Inquired if changes are made on Winthrop, will some of the traffic shift over to the next street

Richard Caudle

- There will be no changes to parking on Winthrop, this is only changing the direction of traffic flow

Lloyd Shelton

- Inquired as to the speed limits in the area regarding the consistency (25pmh, 20pmh)
- Would like the speeds to be consistent

Jaye Loggins-Police Chief

- Typically residential areas are 20mph; however, one may be 25mph

Richard Caudle

- One reason for the differing speed limit is Alden Lane is a more narrow road than Norman and Winthrop Avenue

Lloyd Shelton

- Would like to hear from the residents that would be affected by this change

Sam Gaston-City Manager

- Will send out notices to the residents and move to the next council session

3. Parks/Recreation Board appointment

Shanda Williams-Parks and Recreation Superintendent

- Amiee Reese’s first term is ending
- She would like to renew for a second term
- The Park Board is in favor of renewal
- She is very active in helping with a lot of projects

Virginia Smith-Council President

- Item added to the formal agenda (Resolution 2023-184)

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

2. EXECUTIVE SESSION AND ADJOURNMENT

Council President Pro Tempore made a motion that the City Council convenes in executive session to discuss matters of litigation and real estate 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 Graham Smith. 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 6:46 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 23, 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 November 13, 2023

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
OCTOBER 23, 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 7:14 p.m. on the 23rd 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. AMERICAN INDIAN HERITAGE MONTH PROCLAMATION

Stewart Welch-Mayor

- Presented the proclamation to Jessie Schnipper

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 October 9, 2023, regular meeting of the City Council

2023-173	National American Indian Heritage Month Proclamation	Exhibit 1
2023-174	Accept the proposal submitted by Sain Associates for surveying and engineering services with respect to the sidewalk on North Woodridge Road	Exhibit 2, Appendix 1
2023-175	Approve change order No. 4 with respect to the Jemison Trail Nature Trail Improvement Project (Resolution No. 2023-037)	Exhibit 3, Appendix 2
2023-176	Accept the proposal with Dream4 with respect to Mountain Brook employee leadership training	Exhibit 4, Appendix 3

2023-177	Execute a Service Agreement with Dream4 with respect to Mountain Brook employee leadership training	Exhibit 5, Appendix 4
2023-178	Recommend 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	Exhibit 6, Appendix 5
2023-179	Execute an audit engagement letter with respect to the City's annual independent financial audit	Exhibit 7, Appendix 6
2023-180	Authorize a Memorandum of Understanding with One Place Metro Alabama Family Justice Center	Exhibit 8, Appendix 7
2023-181	Execute a contractor agreement with Landscape Services LLC with respect to the Junior High School Detention Pond landscaping	Exhibit 9, Appendix 8
2023-182	Authorize the sale or disposal of certain surplus property	Exhibit 10, Appendix 9
2023-183	Authorize up to \$6,000 for materials and provide City labor and equipment to install beautification improvements on Fairway Drive traffic island	Exhibit 11, Appendix 10
2023-184	Reappoint Aimee Reese to the Parks and Recreation Board to serve without compensation, her term to end October 23, 2028	Exhibit 12, Appendix 11

Thereupon, the foregoing minutes, proclamation, and resolutions (Nos. 2023-173 through 2023-184), were introduced by Council President Virginia Smith and a motion for their immediate adoption made by Council Member Shelton. The minutes and resolutions were then considered by the City Council. Council Member Virginia Smith seconded the motion to adopt the foregoing minutes, proclamation, and resolutions. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Virginia C. Smith
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, proclamation, and resolutions (Nos. 2023-173 through 2023-184) were adopted by a vote of 5—0 and as evidence thereof he signed the same.

3. ONE PLACE METRO ALABAMA FAMILY JUSTICE CENTER

Kelly Klehm-Deputy Director of One Place Metro Alabama Family Justice Center

- Thanked the council for their continued support

4. CONSIDERATION OF ORDINANCE (NO. 2152) 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 (EXHIBIT 13)

Chris Mullins-Mountain Brook Fire Chief

- The main benefit of getting this ORI and certain members of the fire department certified is for arson investigations
- Will give these fireman arrest powers and the ability to see investigations from start to finish
- Another benefit will allow fireman who are APOST certified to maintain their certification
- The fire department is not trying to be an independent law enforcement agency
- The fire department will work in conjunction with the police department
- There is no additional financial impact, any training will come out of their training budget

Jaye Loggins-Mountain Brook Police Chief

- The police department is in support of this ordinance
- From the arson investigation side, it is a no brainer, because the fire department is trained in that area
- This streamlines the process

Council President Virginia Smith introduced the ordinance in writing. It was then moved by Council President Pro Tempore Pritchard that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended and that unanimous consent to the immediate consideration of said ordinance be given and that the reading of the ordinance at length be waived. The motion was seconded by Council Member Garner and was unanimously carried, as follows:

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 the motion carried by a vote of 5-0.

After said ordinance had been considered in full by the Council, Council President Pro Tempore Pritchard then moved for the adoption of said ordinance. The motion was seconded by Council Member Garner. Thereupon, Council President Virginia Smith called for 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 that the ordinance (No. 2152) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

5. COMMENTS FROM RESIDENCES AND ATTENDEES

(There were no public comments)

6. ANNOUNCEMENT

Council President Virginia Smith announced the next regular meeting of the City Council is November 13, 2023, 7:00p.m.

7. ADJOURNMENT

There being no further business to come before the City Council, Council President Virginia Smith adjourned the meeting at approximately 7:24 p.m.

8. 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 23, 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 November 13, 2023

EXHIBIT 1

PROCLAMATION NO. 2023-173

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

RESOLUTION NO. 2023-186

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, with respect to supplement services regarding the Pine Ridge Road sidewalk project.

ADOPTED: This 13th day of November, 2023.

Council President

APPROVED: This 13th day of November, 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 November 13, 2023, as same appears in the minutes of record of said meeting.

City Clerk



SAIN
ASSOCIATES

August 9, 2023
November 6, 2023
AS NEGOTIATED

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

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

SUBJECT: Supplement services on Pine Ridge Road sidewalk
CMAQ-3718(251)
SA Project #17-0228

Dear Sam:

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

General Project Understanding

This scope of work is for supplemental services required for the project. At the time of the scoping of the original contract for the design, it was expected acquisitions would be needed, but the number of affected parcels was unknown. Since right of way fees are highly dependent on the number of affected parcels, right of way services were excluded. As a result, this supplemental services agreement is primarily for the preparation of a right of way map, tract sketches, legal description, and acquisition services.

In addition, during the environmental phase, it was discovered that some of the existing retaining walls are considered of significance to the historical nature of the property. Through discussions with ALDOT, Sain understands the existing walls can be removed and replaced. For the new walls, a concrete wall will be installed with a stone façade and battered face. Since these will be non-standard walls, a structural engineer will be contracted to prepare a detail which will be submitted to ALDOT for review and approval.

Finally, upon review of the existing drainage infrastructure, ALDOT and the City agreed that several pipes crossing under Pine Ridge Road to the east require replacement since they are vitrified clay pipes. Since the original project limits were not intended to extend to the east side of the road, this requires additional survey and additional property research for establishment of the right-of-way and property lines on the east side of the road. Since these existing pipes extend past the present right of way, additional right of way must also be acquired. These right of way acquisitions on the east side of the road were not shown on the displays for the public involvement meeting. Therefore, letters and sketches must be prepared depicting the acquisitions on the east side of the road, and coordination with affected property owners must be completed and included within the project environmental document.



Scope of Services

Environmental Document

Sain will prepare sketches and letters for the City to send to the affected property owners located on the east side of the road, as required by ALDOT. This is a result of the additional drainage not anticipated prior to the public involvement meeting. Since these additional drainage and related property impacts were not shown at the initial public involvement meeting, the purpose of the letters and additional coordination is to document that all property owners were informed of the impacts to their property.

Topographic Survey

Additional topographic survey is required for locating information on the east side of the roadway including drainage pipes, outlet ditches, establishment of the east side right of way and property lines.

Additionally, it is expected that property owners affected by right of way and easement acquisitions will require the proposed right of way and easements be staked on their property. ALDOT has agreed to provide right of way and easement staking services for the project, so all staking by Sain has been excluded from this scope of services.

Right of Way

Currently, there are 37 tracts estimated to require either additional right of way, permanent drainage easements, or temporary construction easements for construction of the proposed improvements. Some of these tracts will require a combination of additional right of way and easements. Sain will prepare a right of way map for submittal and approval, and Sain will contract with Wisener LLC to perform the appraisals and acquisitions of the right of way and easements.

If the City desires, sketches will be prepared for all of the properties. The sketches, along with a letter, will be sent to each property owner requesting the right of way or easement be donated to the City. Wisener can request these donations for \$500/tract.

If the property owner donates, no appraisal or additional request will be required of the property owner. If the property owner does not donate, an appraisal, tract sketch and legal description will be provided for the acquisition. Wisener will contact, communicate, and coordinate the offer and proceed with the process of acquiring the required right of way or easement. Wisener will provide these services for \$3500/tract. Since the number of property owners that will be willing to donate right-of way or easements is unknown, this scope will be provided on an hourly not to exceed basis. As a result, the City will only be billed for the specific acquisition services required.

Since the sidewalk is located in front of residential properties, impacts to mailboxes, trees, landscaping, driveway features, retaining walls, and other decorative items are expected. Sain's role during the right of way process is to coordinate with Wisener and assist with communication to the property owners when responding to technical questions related to the plans, improvements, and impacts. Sain will also serve as a liaison between Wisener, the City, and ALDOT. Time associated with this coordination and



communication is included within the Design Plans task below, to correspond with ALDOT's manday spreadsheet.

Design Plans

The original contract was based on a combination Plan in Hand and PS&E submittal and review. However, based on the detail and the amount of right of way and easements needed for the project, it has been determined by ALDOT that 2 separate reviews will be required: a Plan in Hand review and a PS&E review. As part of this supplement, we have accounted for an additional submittal, review meeting, and time for addressing the additional review comments.

For additional drainage impacts related to the replacement of existing cross drains, Sain will analyze the existing cross drains, evaluate downstream conditions at the outfalls, and update the plans and cross sections to reflect the additional survey and design changes.

Sain will contract with Structural Design Group to prepare a signed and sealed detail for the required retaining walls for the project, which will consist of concrete walls with a stone façade. Sain will revise the plans to include the retaining wall details.

Exclusions

The following services are excluded from this proposal but can be provided if deemed necessary and requested by you: lighting and landscaping, ROW staking services, sanitary sewer or water design, all other exclusions from the original contract.

Fees

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

Environmental Document	Lump Sum \$2,907
Field Survey	Lump Sum \$11,068
Right of Way	Hourly not to exceed budget of \$215,104
Design Plans	Lump Sum \$50,798
Total Estimated Budget.....	\$279,877

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.

Schedule

Design plans have been submitted to ALDOT for Plan-in-Hand review and a Plan-in-Hand review has been held. Comments from that review are currently being addressed and right of way and easement acquisition limits are being confirmed. Upon receiving approval of this supplement from the City and ALDOT, Sain will prepare the required right of way map within 3 weeks and submit to ALDOT for review. Following approval of the map, we will move forward with sketches and the donation request process. The timeframe required for appraisals and acquisitions will vary depending on the number of property owners that are willing to donate.

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.
Infrastructure Team Leader/Associate
AL No. 32400

Enclosures:
Proposal from Wisener LLC
Sain Terms & Conditions (sch. 2023)

OFFERED:
SAIN ASSOCIATES, INC.
BY: Alicia Bailey, P.E. / Practice Leader/Sr.
Principal / AL No. 26339

Signature of Authorized Representative

Date: 11/6/23

ACCEPTED:
CITY OF MOUNTAIN BROOK

BY: _____
Signature of Authorized Representative

Print Name & Title

Date: _____



S A I N
ASSOCIATES

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



January 2, 2022

Sain Associates
Attn: Alicia Bailey, P.E.
Two Perimeter Park South, Suite 500 East
Birmingham, AL 35243

Re: Estimate for Right-of-Way Acquisition Services
Project: CMAQ-3718(251)
Sidewalk Project Pine Ridge Road
City of Mtn. Brook

Dear Ms. Bailey:

We would first like to thank you for considering our services for this project. We have reviewed your request concerning the above referenced project to provide the following services:

Donation Requests- We will negotiate with property owners requesting that they donate the easements using approved ALDOT forms and procedures

If donations are unsuccessful, the following will be necessary:

Appraisal- 40 Appraisals - Appraisal will be completed in accordance to State and Federal guidelines as a before and after report and following USPAP.

Appraisal Reviews- 40 tracts- The appraisal reviewer will follow guidelines as set out in the State and Federal guidelines as well as USPAP.

Negotiations (40 tracts)

Negotiations with the property owners of this project using appropriate State and Federal guidelines.

Project Management

Coordination between City & State

Coordination between project and design consultant on row issues

We have estimated our fees to provide the above services and those fees are broken down on the second page of this proposal. This fee is based on the acquired right of way as shown on the illustrations provided by your office and a visual inspection of the project. This proposal does not include appraisals for court or expert witness fees, title searches or closing costs. If it is determined that these services will be needed, we can add them in a supplemental agreement.

Thank you again for considering our services and we look forward to working with you. Please let me know if you have any questions.

Sincerely,

Bradley Wisener

BREAKDOWN OF FEES

Donation Requests- 40 tracts @ \$500 per Tract = \$20,000

IF DONATIONS ARE NOT GIVEN:

Appraisal, appraisal review, negotiations and project management:

Total \$3,500 per tract for those tracts that did not donate

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
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 1 1/4% 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/Jobsite 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 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.



SAIN ASSOCIATES, INC.

TERMS AND CONDITIONS

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. 2023-187

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby ratifies the Mountain Brook's Fire Department's application for a \$75,000 grant from Jefferson County Commission's Community Grant and Infrastructure Assistance Program.

ADOPTED: This 13th day of November, 2023.

Council President

APPROVED: This 13th day of November, 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 November 13, 2023, as same appears in the minutes of record of said meeting.

City Clerk



CITY OF MOUNTAIN BROOK FIRE DEPARTMENT

102 Tibbett Street, Mountain Brook, Alabama - 35213 Phone: (205) 802-3838



October 13, 2023

Dear Commissioner Bolin,

The Mountain Brook Fire Department provides fire and emergency medical services to approximately 22,000 residents within the City of Mountain Brook. Additionally, we provide contract fire and emergency medical services for 257 households within unincorporated Jefferson County. We are seeking the Commission's assistance in purchasing equipment that would help us provide efficient services to these residents.

We are seeking assistance to purchase an extractor for personal protective equipment. The extractor is utilized to clean personal protective equipment (firefighter turnout gear). This process helps to prevent firefighter exposure to carcinogens. When personnel are exposed to possible or confirmed carcinogens, their PPE is washed. Our current extractor meets our needs but if multiple personnel are exposed the cleaning process can be very time consuming with a single extractor. Adding a second extractor would assist us in cleaning and returning PPE to service more quickly.

Additionally, we are seeking assistance in purchasing a compressor and filling station for self-contained breathing apparatus (SCBA) bottles. These SCBA air packs are worn by firefighters and provide clean breathing air in toxic environments. Currently we are awaiting installation of a unit at one of our stations, but we have been delayed for several months. We also have a compressor and fill station air trailer that we utilize for our training division and as a back up to our primary SCBA filling station. This unit is currently operating at half its capacity and is requiring extensive maintenance to continue to operate. Adding a second fill station at Station 1 would help us stabilize our filling process where we are currently dependent upon surrounding departments to meet our needs. We would like to help the surrounding departments in the same way. Having this second filling station would meet our needs and would allow us to assist neighboring departments to meet their needs also.

We are asking for assistance for \$75,000 to purchase these items. However, we are seeking any assistance possible.

Sincerely,

Jonathan King
Executive Lieutenant

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

COMMUNITY INFRASTRUCTURE AGREEMENT

WHEREAS, the Jefferson County Commission adopted a Community Grant and Infrastructure Assistance Program; and

WHEREAS, under this Program, Mountain Brook Fire Department, applied for a grant of funds for \$75,000.00 to assist with the purchase and installation of an extractor to clean personal protective equipment (firefighter turnout gear) and to assist with the purchase and installation of compressor and filling station for self-contained breathing apparatus (SCBA) bottles ; and

WHEREAS, the Mountain Brook Fire Department., meets the eligibility requirements of the Infrastructure Assistance Program; and

WHEREAS, Commissioner Michael Bolin has recommended funding of \$75,000.00 from his discretionary infrastructure budget to the Mountain Brook Fire Department., and the grant of such funds serves a good and sufficient public purpose; and

WHEREAS, the County Commission has determined that it is in the public interest to provide public funds to assist in the development and promotion of said County resources.

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on November 7, 2024.
2. The County shall pay to the Mountain Brook Fire Department., a lump sum payment of \$75,000.00 upon execution of this agreement.

3. The Mountain Brook Fire Department shall use the public funds to assist with the purchase and installation of an extractor to clean personal protective equipment (firefighter turnout gear) and assist with the purchase and installation of compressor and filling station for self-contained breathing apparatus (SCBA) bottles

ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.

4. Mountain Brook Fire Department., shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and to the Office of Commissioner Bolin a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by November 7, 2024 whichever shall occur first.

5. Mountain Brook Fire Department., shall create, collect, and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts, and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by the Mountain Brook Fire Department, for a period of not less than three (3) years from termination of the fiscal year set out above.

6. The Mountain Brook Fire Department., representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.

7. The Mountain Brook Fire Department., representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement

nor any part of services, products, or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by, or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county, and municipal and any agency or subsidiary of any such government; and further certifies that neither the Mountain Brook Fire Department., nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, or connived with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this agreement and further certifies that, except as expressly set out in the above, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this agreement.

8. Acknowledgement of Funding: If any public recognition is made related to the purpose for which the grant was received, such as in media announcements, marketing materials, advertising, or informational campaigns, grant recipients must acknowledge support from the Jefferson County Commission as a body and not solely the sponsoring Commissioner. Jefferson County should be tagged in all social media mentions regarding County-funded projects and awards.

9. Any violation of this certification shall constitute a breach and default of this agreement which shall be cause for termination. Upon such termination, the Mountain Brook Fire Department, shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

Date

OCTOBER 27, 2023

Date

James A. Stephens, President
Jefferson County Commission

MOUNTAIN BROOK FIRE DEPARTMENT

Its:

JONATHAN KING, LIEUTENANT

**NAFECO**

Mailing: P.O. Box 2928
Physical: 2601 Beltline Road
Decatur, AL 35602-2928
(800) 628-6233
info@nafeco.com

Quotation

Q0323081631809

Date: 2023-08-16
Expires: 2023-12-15
FOB: Destination

Customer Number: MOU350
Customer Information: MOUNTAIN BROOK FIRE DEPT
Address: 102 Tibbett Street
Mountain Brook, AL 35213

Attention: Lt King
Phone: 205-438-3006
Email: kingj@mtnbrook.org
Prepared By: John Wilson

Qty	Item #	Description	Each	Total
4	C-6000-UN	Arctic 6000 PSI UN/ISO Storage Cylinders	\$1,904.00	\$7,616.00
1	/A-RKV4IL	Arctic 4 Cylinder Inline Rack	\$1,478.00	\$1,478.00
4	/A-I1350	CGA-702 Nut & Nipple with JIC Elbow (for use with Cascade Control Panel)	\$64.00	\$256.00
4	/A-H1000-0072	Arctic 6' Connectionn Hose	\$81.00	\$324.00
1	/A-H1000-0120	Arctic 10' Connectionn Hose	\$122.00	\$122.00
1	/C-E4-10-A6-E1C	Arctic 14 CFM 6000 PSI Cabinet Compressor w/ CO Monitor Single Phase	\$30,577.00	\$30,577.00
1	/A-S5000	Arctic Low Oil Switch	\$374.00	\$374.00
1	/A-S1300	Arctic High Temp Switch	\$227.00	\$227.00
1	/EXD-ACE-SILVER	Arctic Ace Silver 5 Year Warranty	\$882.00	\$882.00
1	/SHIP	SHIPPING	\$1,955.00	\$1,955.00
1	/INSTALL	Installation, Start Up, & Training	\$1,295.00	\$1,295.00
1	C-FS2PA55	Arctic Two Position Fill Station w/ Auto Cascade	\$15,564.00	\$15,564.00
Freight Charges				TBD
Total				\$60,670.00

tax & freight to be determined

Notes: Price Includes Delivery and Installation NPP Contract # PS20045

Thank you for your business!

NOTE: All accounts are subject to sales tax charges unless a valid state exempt certificate is on file with NAFECO, or provided at the time of the order.

If you have any questions concerning this quote, please call our number listed above.

Visit Us On The Internet At: nafeco.com



Serving Self-Service & On-Premise Laundries
throughout the South since 1980

Wholesale Commercial Laundry Equipment S.E., LLC

If it's laundry equipment, we've got it.

2950 Highway 77, Southside, AL 35907
t. 256-413-7623 f. 256-413-0955

Number AAAQ4901

Date Oct 9, 2023

Sold To

MOUNTAIN BROOK FIRE DEPT
DAVID KENNEDY
102 TIBBETT STREET
MOUNTAIN BROOK, AL 35213

Ship To

MOUNTAIN BROOK FIRE DEPT
DAVID KENNEDY
102 TIBBETT STREET
MOUNTAIN BROOK, AL 35213

Your Sales Rep


Russ
256-413-3309 ext 101
thelaundryman1@gmail.
com

Phone 205-802-3833
Fax

Phone 205-802-3833
Fax

Here is the quote you requested.

Terms	P.O. Number	Ship Via
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Line	Qty	Description	Unit Price	Ext. Price
1	1	OPL/EH040L110211100 CONTINENTAL OPL E SERIES SOFT-MOUNT WASHER, HIGH PERFORMANCE, CAPACITY 40LB, DRAIN GRAVITY, DISPENSER TOP, DOSING EXTERNAL WITH 4 CHEMICAL SIGNALS, VOLTAGE 208-240/60/1, CONTROL LOGI.	\$11,029.30	\$11,029.30
				
2	1	INSTALLATION START UP INSTALLATION, INCLUDES RIG EQUIPMENT INTO FACILITY, UNCRATE, SET, LEVEL, ANCHOR AS REQUIRED AND CONNECT TO OWNER PROVIDED UTILITY CONNECTIONS, ALL UTILITY CONNECTIONS MUST BE WITHIN 2' OF THE REAR CENTER OF THE FINAL LOCATION OF THE EQUIPMENT AND BE OF THE PROPER SIZE AND TYPE TO MEET MANUFACTURER'S SPECIFICATIONS REGARDING UTILITY CONNECTIONS PROGRAMMING AND OPERATIONAL TRAINING FOR ALL RELEVANT PERSONNEL THE INSTALLATION PRICE ASSUMES A FIRST FLOOR DELIVERY AND INSTALLATION WITH NO STEPS, OR ELEVATORS INVOLVED IN GETTING THE EQUIPMENT INTO PLACE. ALL DOORWAYS	\$1,050.00	\$1,050.00

ORDERS REQUIRE A 20% NON-REFUNDABLE DEPOSIT. ORDER CANCELLATION IS SUBJECT TO A 25% RESTOCKING FEE. ORDER IS SECURED WITH UCC-1 FILING. PRICES ARE VALID FOR 90 DAYS, PRICES ARE BASED UPON TOTAL PURCHASE PAYABLE BY CASH OR CHECK CREDIT CARD PAYMENTS WILL INCUR AN ADDITIONAL 4%.

Line	Qty	Description	Unit Price	Ext. Price
		HALLWAYS AND OTHER ACCESS MUST BE LARGE ENOUGH TO ACCOMADATE THE EQUIPMENT ORDERED. PLEASE NOTE FINAL ELECTRICAL CONNECTION FOR ELECTRIC HEATED DRYERS IS BY OTHERS, WHOLESAL DOES NOT MAKE THE FINAL ELECTRICAL CONNECTION		
3	1	WARRANTY		
		3 & 5 YEARS FACTORY PART, 90 DAYS LABOR WARRANTY	\$0.00	\$0.00

WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. CUSTOMER UNDERSTANDS AND AGREES THERE ARE NO RETURNS ON ELECTRICAL, ELECTRONIC, OR SPECIAL ORDER PARTS/EQUIPMENT. CUSTOMER UNDERSTANDS AND AGREES THAT PARTS OR EQUIPMENT THAT IS DROP SHIPPED TO THE CUSTOMER IS FOB. CUSTOMER CANNOT REFUSE SHIPMENT, AND IS RESPONSIBLE FOR FILING FREIGHT DAMAGE CLAIMS (IF ANY) WITH THE CARRIER. WARRANTIES ARE AS PROVIDED BY THE MANUFACTURER, PLEASE SEE SPECIFIC WARRANTY BOND FOR DETAILS. WARRANTY REPLACEMENT PARTS MUST BE PURCHASED, ONCE THE DEFECTIVE PART IS RETURNED TO THE MANUFACTURER AND CREDIT IS ISSUED BY THE MANUFACTURER, CREDIT WILL BE ISSUED TO THE CUSTOMER, ALL RELATED SHIPPING CHARGES FOR THE INCOMING REPLACEMENT PART AND THE RETURN OF THE DEFECTIVE PART TO THE MANUFACTURER IS THE SOLE RESPONSIBILITY OF THE PURCHASER. ALL WARRANTY INFORMATION MUST BE PROVIDED AT THE TIME OF THE PURCHASE OF THE REPLACEMENT PART INCLUDING MACHINE MODEL # MACHINE SERIAL #, INSTALLATION DATE, AND SPECIFIC CONDITION OF FAILURE OF THE DEFECTIVE PART. ABUSE VANDALISM, IMPROPER OPERATION OR OTHER CONDITIONS NOT SPECIFICALLY TIED TO A DEFECT IN MATERIALS OR WORKMANSHIP IS NOT COVERED. LABOR IS NOT COVERED UNLESS SPECIFICALLY NOTED ON THE INVOICE. CUSTOMER UNDERSTANDS AND AGREES TO PAY 1.5% INTEREST PER MONTH ON PAST DUE BALANCES. CUSTOMER UNDERSTANDS AND AGREES THAT SHOULD PAST DUE BALANCES EXCEED 15 DAYS PAST THE DUE DATE, WHOLESAL COMMERCIAL LAUNDRY EQUIPMENT SE LLC MAY TAKE LEGAL ACTION TO COLLECT PAST DUE BALANCES.

SubTotal	\$12,079.30
Tax	\$924.91
Shipping	\$532.12
Total	\$13,536.33

Please contact me if I can be of
further assistance.

ORDERS REQUIRE A 20% NON-REFUNDABLE DEPOSIT. ORDER CANCELLATION IS SUBJECT TO A 25% RESTOCKING FEE. ORDER IS SECURED WITH UCC-1 FILING. PRICES ARE VALID FOR 90 DAYS, PRICES ARE BASED UPON TOTAL PURCHASE PAYABLE BY CASH OR CHECK CREDIT CARD PAYMENTS WILL INCUR AN ADDITIONAL 4%.

RESOLUTION NO. 2023-188

WHEREAS, the City's monthly Local Government Health Insurance Plan (LGHIP) medical/dental insurance premiums as established by the State Employees' Insurance Board (SEIB) effective January 1, 2023, are as follows:

	BCBS of Alabama
Active employee – 3.5% increase	
Single (dental)	\$6.08
Family (dental)	\$1,483
Retiree (without Medicare coverage) – 3.5% increase	
Single (dental)	\$1,257
Family (dental)	\$2,317
Family (dental) (spouse w/ Medicare)	\$1,459

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that (notwithstanding the provisions enumerated in Resolution No. 2014-084 adopted on July 14, 2014) the monthly medical/dental insurance premiums will be shared by the City, employees, and retirees as follows effective a) for employees with the payroll period ending December 4, 2023 (payroll checks dated December 8, 2023) and b) January 1, 2024 for retirees:

Monthly Premiums – BCBS of Alabama			
	Employee / Retiree	City	Total
Employee (single coverage)	\$-0-	\$608	\$608
Employee (family coverage)	\$431	\$1,052	\$1,483
Retiree (single/no Medicare coverage)	\$216	\$1,041	\$1,257
Retiree (family/no Medicare coverage)	\$688	\$1,629	\$2,317
Retiree (family/dependent with Medicare)	\$688	\$771	\$1,459

ADOPTED: The 13th day of November, 2023.

Council President

APPROVED: The 13th day of November, 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 November 13, 2023, as same appears in the minutes of record of said meeting.

City Clerk

**Local Government Health Insurance Program
CY2024 Premiums**

Active Employee Premiums - Preferred			
	Single	Family	Total
Employee (dental)	\$608		\$608
Employee & dependent (dental)	\$608	\$875	\$1,483
Employee (no dental)	\$581		\$581
Employee & dependent (no dental)	\$581	\$835	\$1,416

Retiree (not Medicare)			
	Single	Family	Total
Retiree (not Medicare) (dental)	\$1,257		\$1,257
Retiree (not Medicare) & dependent (not Medicare) (dental)	\$1,257	\$1,060	\$2,317
Retiree (not Medicare) & dependent (Medicare) (dental)	\$1,257	\$202	\$1,459
Retiree (not Medicare) & 2 dependents (Medicare) (dental)	\$1,257	\$404	\$1,661
Retiree (not Medicare) (no dental)	\$1,230		\$1,230
Retiree (not Medicare) & dependent (not Medicare) (no dental)	\$1,230	\$1,020	\$2,250
Retiree (not Medicare) & dependent (Medicare) (no dental)	\$1,230	\$175	\$1,405
Retiree (not Medicare) & 2 dependents (Medicare) (no dental)	\$1,230	\$350	\$1,580

COBRA - Preferred			
	Single	Family	Total
Employee (dental)	\$620		\$620
Medicare employee (dental)	\$206		\$206
Employee & dependent (not Medicare) (dental)	\$620	\$893	\$1,513
Medicare employee & dependent (not Medicare) (dental)	\$206	\$893	\$1,099
Medicare employee & dependent (Medicare) (dental)	\$206	\$206	\$412
Employee & dependent (Medicare) (dental)	\$620	\$206	\$826
Employee (no dental)	\$593		\$593
Medicare employee (no dental)	\$179		\$179
Employee & dependent (not Medicare) (no dental)	\$593	\$852	\$1,445
Medicare employee & dependent (not Medicare) (no dental)	\$179	\$852	\$1,031
Medicare employee & dependent (Medicare) (no dental)	\$179	\$179	\$358
Employee & dependent (Medicare) (no dental)	\$593	\$179	\$772

Retiree (not Medicare) COBRA			
	Single	Family	Total
Retiree (not Medicare) (dental)	\$1,282		\$1,282
Retiree (not Medicare) & dependent (not Medicare) (dental)	\$1,282	\$1,080	\$2,362
Retiree (not Medicare) & dependent (Medicare) (dental)	\$1,282	\$206	\$1,488
Retiree (not Medicare) & 2 dependents (Medicare) (dental)	\$1,282	\$412	\$1,694
Retiree (not Medicare) (no dental)	\$1,255		\$1,255
Retiree (not Medicare) & dependent (not Medicare) (no dental)	\$1,255	\$1,040	\$2,295
Retiree (not Medicare) & dependent (Medicare) (no dental)	\$1,255	\$179	\$1,434
Retiree (not Medicare) & 2 dependents (Medicare) (no dental)	\$1,255	\$357	\$1,612

COBRA Disabled - Preferred			
	Single	Family	Total
COBRA Disabled (dental)	\$912		\$912
COBRA Disabled Medicare (dental)	\$303		\$303
COBRA Disabled & dependent (dental)	\$912	\$893	\$1,805
COBRA Disabled Medicare & dependent (dental)	\$303	\$893	\$1,196
COBRA Disabled & dependent (Medicare) (dental)	\$912	\$206	\$1,118
COBRA Disabled Medicare & dependent (Medicare) (dental)	\$303	\$206	\$509
COBRA Disabled (no dental)	\$872		\$872
COBRA Disabled Medicare (no dental)	\$263		\$263
COBRA Disabled & dependent (no dental)	\$872	\$852	\$1,724
COBRA Disabled Medicare & dependent (no dental)	\$263	\$852	\$1,115
COBRA Disabled & dependent (Medicare) (no dental)	\$872	\$179	\$1,051
COBRA Disabled Medicare & dependent (Medicare) (no dental)	\$263	\$179	\$442

Southland			
	Single	Family	Total
Vision	\$12	\$20	\$20
Dental	\$44	\$44	\$44

Active Employee Premiums - Standard			
	Single	Family	Total
Employee (dental)	\$666		\$666
Employee & dependent (dental)	\$666	\$1,015	\$1,681
Employee (no dental)	\$639		\$639
Employee & dependent (no dental)	\$639	\$975	\$1,614

Retiree (Medicare)			
	Single	Family	Total
Retiree (Medicare) (dental)	\$202		\$202
Retiree (Medicare) & dependent (not Medicare) (dental)	\$202	\$872	\$1,074
Retiree (Medicare) & dependent (Medicare) (dental)	\$202	\$202	\$404
Retiree (Medicare) & 2 dependents (Medicare) (dental)	\$202	\$404	\$606
Retiree (Medicare) (no dental)	\$175		\$175
Retiree (Medicare) & dependent (not Medicare) (no dental)	\$175	\$832	\$1,007
Retiree (Medicare) & dependent (Medicare) (no dental)	\$175	\$175	\$350
Retiree (Medicare) & 2 dependents (Medicare) (no dental)	\$175	\$350	\$525

COBRA - Standard			
	Single	Family	Total
Employee (dental)	\$679		\$679
Medicare employee (dental)	\$206		\$206
Employee & dependent (not Medicare) (dental)	\$679	\$1,035	\$1,714
Medicare employee & dependent (not Medicare) (dental)	\$206	\$1,035	\$1,241
Medicare employee & dependent (Medicare) (dental)	\$206	\$206	\$412
Employee & dependent (Medicare) (dental)	\$679	\$206	\$885
Employee (no dental)	\$652		\$652
Medicare employee (no dental)	\$179		\$179
Employee & dependent (not Medicare) (no dental)	\$652	\$995	\$1,647
Medicare employee & dependent (not Medicare) (no dental)	\$179	\$995	\$1,174
Medicare employee & dependent (Medicare) (no dental)	\$179	\$179	\$358
Employee & dependent (Medicare) (no dental)	\$652	\$179	\$831

Retiree (Medicare) COBRA			
	Single	Family	Total
Retiree (Medicare) (dental)	\$206		\$206
Retiree (Medicare) & dependent (not Medicare) (dental)	\$206	\$890	\$1,096
Retiree (Medicare) & dependent (Medicare) (dental)	\$206	\$206	\$412
Retiree (Medicare) & 2 dependents (Medicare) (dental)	\$206	\$412	\$618
Retiree (Medicare) (no dental)	\$179		\$179
Retiree (Medicare) & dependent (not Medicare) (no dental)	\$179	\$849	\$1,028
Retiree (Medicare) & dependent (Medicare) (no dental)	\$179	\$179	\$358
Retiree (Medicare) & 2 dependents (Medicare) (no dental)	\$179	\$357	\$536

COBRA Disabled - Standard			
	Single	Family	Total
COBRA Disabled (dental)	\$999		\$999
COBRA Disabled Medicare (dental)	\$303		\$303
COBRA Disabled & dependent (dental)	\$999	\$1,035	\$2,034
COBRA Disabled Medicare & dependent (dental)	\$303	\$1,035	\$1,338
COBRA Disabled & dependent (Medicare) (dental)	\$999	\$206	\$1,205
COBRA Disabled Medicare & dependent (Medicare) (dental)	\$303	\$206	\$509
COBRA Disabled (no dental)	\$959		\$959
COBRA Disabled Medicare (no dental)	\$263		\$263
COBRA Disabled & dependent (no dental)	\$959	\$995	\$1,954
COBRA Disabled Medicare & dependent (no dental)	\$263	\$995	\$1,258
COBRA Disabled & dependent (Medicare) (no dental)	\$959	\$179	\$1,138
COBRA Disabled Medicare & dependent (Medicare) (no dental)	\$263	\$179	\$442

Southland - COBRA			
	Single	Family	Total
Vision	\$12	\$20	\$20
Dental	\$46	\$46	\$46

RESOLUTION NO. 2023-189

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the execution of an Intergovernmental Agreement between the City and Jefferson County, in the form as attached hereto as Exhibit A, with respect to contingency funding to support the Electronic Collection Event held at the Birmingham Zoo.

ADOPTED: This 13th day of November, 2023.

Council President

APPROVED: This 13th day of November, 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 November 13, 2023, as same appears in the minutes of record of said meeting.

City Clerk

CITY OF MOUNTAIN BROOK



Tyler Slaten
56 Church Street
Mountain Brook, Alabama 35213
Telephone: 205.802.3811
Fax: 205.879.6913
slaten@mtnbrook.org
www.mtnbrook.org

DATE: November 13, 2023

TO: Mayor, City Council & City Manager

FROM: Tyler Slaten, Senior Planner

RE: 2024 Jefferson County Recycling Event Agreement

Jefferson County is asking Mountain Brook to contribute to their county wide electronics recycling event at the Birmingham Zoo. The intergovernmental agreement between the Jefferson County Commission and the city of Mountain Brook for contingency funding would be the same as 2023, which is for an amount not to exceed \$1,500. The total amount paid by the city of Mountain Brook in 2023 was \$1,156.50. The 2023 event received 11,520 pounds of paper and 36,735 pounds of electronics. Of the 551 vehicles that participated, 126 were from Mountain Brook. The date for the 2024 event is January 27th from 9 am to 11:30 am.

**Jefferson County and City of Mountain Brook Intergovernmental Agreement
Contingency Funding for Electronic Collection Event, Birmingham Zoo**

This Intergovernmental Agreement (IGA) establishes an agreement between the Jefferson County Commission (County) and the City of Mountain Brook (City) in order for the County to provide contingency funding to support the Electronic Collection Event held at the Birmingham Zoo.

Whereas the County and the City must comply with the public education and involvement requirements of the National Pollutant Discharge Elimination System (NPDES) Permit;

Whereas the NPDES Permit requires that a program to promote, facilitate, and enforce the proper management and disposal of oils, toxics, and household hazardous waste be offered to residents, thereby preventing these materials from being carried by stormwater into the storm drainage system and negatively impacting water quality in rivers, creeks, lakes, and streams; and

Whereas, the County desires to assist the City with its participation in funding a portion of the costs associated with the Electronic Collection Event held at the Birmingham Zoo; and

Whereas, the County has determined it is in the public interest to provide public funds to assist in Electronic Collection Events for Jefferson County residents.

NOW THEREFORE, the County and the City agree as follows to fund the Electronic Collection Event held at the Birmingham Zoo:

1. The City agrees to provide funding in an amount not to exceed \$1,500 toward the total cost of the event, including the cost of resources, staff, and recycling of TVs and CRT monitors charged by the vendor;
2. The County agrees to provide contingency funding in an amount not to exceed \$1,500 toward the cost of providing additional resources, including trucks for transporting collected electronics, trucks to collect increased paper shredding volume, staff, etc. to accommodate increased public participation and capacity at this event.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals or caused this agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY COMMISSION

James A. Stephens, President

Date

CITY OF MOUNTAIN BROOK

Stewart Welch, Mayor

Date

RESOLUTION NO. 2023-190

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby awards the bid [B-20231030-902] for one (1) Public Works Administrative Vehicle in the amount of \$46,644.95 to Hendrick Dodge Ram having been determined by the City to have submitted the only bid in conformance with the expressed specifications.

ADOPTED: This 13th day of November, 2023.

Council President

APPROVED: This 13th day of November, 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 November 13, 2023, as same appears in the minutes of record of said meeting.

City Clerk



CITY OF MOUNTAIN BROOK

PUBLIC WORKS DEPARTMENT

3579 East Street

Mountain Brook, Alabama 35243

Telephone: 205.802.2390

Fax: 205.967.2631

www.mtnbrook.org

11/9/23

Public Works Administrative Vehicle Bid

Bids were solicited for the City of Mountain Brook's for a public works administrative vehicle, B-20231030-902 for the Public Works Department. All Bids were opened and Publicly reviewed on November 9, 2023 at 10:00 a.m. Please find the attached bid tabulations for the public works administrative vehicle. I am recommending we award the public works administrative vehicle contract to Hendrick Dodge Ram, their bid satisfied all vehicle specs and were the only bid on this day.

Assistant Director Public Works

James S. Gay

BID TABULATION AND RECOMMENDATION
BID NUMBER – B-20231030-902
Public Works Administrative Vehicle

Voyles Chrysler Dodge _____

Hendrick Chrysler Dodge \$46,644.95

McSweeney Dodge _____

Assistant Director James Gay
Mountain Brook Public Works Department

Bid Sign-In Sheet

Project: Public Works – Administrative Vehicle

Date: November 9, 2023

[illegible]

CITY OF MOUNTAIN BROOK
56 CHURCH STREET
MOUNTAIN BROOK, ALABAMA 35213
OFFICE OF PURCHASING AGENT (CITY MANAGER)

BID COVER SHEET – BID NUMBER B-20231030-902

Bid Request Posted this Date: October 27, 2023

Bids to be opened this Date and Time: November 9, 2023 10:00am

To Whom It May Concern:

Bids shall be sealed and delivered to the Office of the Purchasing Agent in the City Hall, City of Mountain Brook, Alabama, prior to the above specified date and time. Bids shall be publicly opened at the date and time specified above or as soon as practicable thereafter.

To be considered by the City, a bid must comply with Alabama law, including, but not limited to, Ala. Code (1975) §§41-16-50 *et seq.* and 31-13-1 *et seq.*, and provide documentation of enrollment in the E-Verify program pursuant to Ala. Code §31-13-9.

All bidders must use the bid form provided by the City for the project. This Bid Cover Sheet should be completed and submitted with the bid. Bids completed in pencil will not be accepted. Bids should be clearly marked "SEALED BID" and indicate on the outside of the envelope the project for which the bid is submitted and the date of bid opening.

The City reserves the right to require a bid bond, in which case specific information shall be provided with the request for bids.

The City reserves the right to utilize life cycle cost analysis in determining the lowest responsible bidder, in which case specific information shall be provided with the request for bids.

The City reserves the right to accept or reject any or all bids and to waive formalities.

Sam Gaston
Sam S. Gaston, City Manager and Purchasing Agent

BIDDER Hendrick CDJR TELEPHONE 205-760-9091
ADDRESS 1624 Montgomery Hwy
EMAIL Christian.goecke@Hendrickauto.com
CITY Haver STATE AL ZIP 35216
BID AMOUNT (AS PER SPECIFICATIONS) \$ 46,644.95

Note: MUNICIPALITIES ARE EXEMPT FROM STATE SALES TAX

This bid must be signed below by bidder's principal/officer/agent and notarized:

Auth. Signature: <u>CS goecke</u>	Sworn to and subscribed before me on this
Name: <u>Christian Goecke</u>	<u>7th</u> day of <u>November</u> , 20 <u>23</u>
Title: <u>Commercial Manager</u>	<u>Janet Kinsy Forber</u>
	Notary Public
	My Commission Expires: <u>03/03/24</u>

HENDRICK DODGE RAM FIAT
81 MACKENAN DRIVE
CARY, NC 275117910

Priced Order Confirmation (POC)

Date Printed: 2023-11-09 11:51 AM VIN: 2C3CDXCT6PH548157 Quantity: 01
Estimated Ship Date: 2023-03-01 2:00 AM VON: 58126462 Status: KZ - Released by plant and
invoiced
Date Ordered: 2023-01-16 9:10 AM Ordered By: S52824K

Sold to: HENDRICK DODGE RAM FIAT (44402)
81 MACKENAN DRIVE
CARY, NC 275117910
Ship to: HENDRICK DODGE RAM FIAT (44402)
81 MACKENAN DRIVE
CARY, NC 275117910

Vehicle: 2023 CHARGER R/T (LDDP48)

	Sales Code	Description	MSRP(USD)
Model:	LDDP48	CHARGER R/T	42,385
Package:	26N	Customer Preferred Package 26N	0
	EZH	5.7L V8 HEMI MDS VVT Engine	0
	DFK	8-Spd Auto 8HP70 Transmission	0
Paint/Seat/Trim:	PW7	White Knuckle Clear Coat	0
	APA	Monotone Paint	0
	*HA	Cloth Performance Seats	0
	-X9	Black	0
Options:	NAS	50 State Emissions	0
	ADX	Blacktop Package	1,135
	4UQ	T3AC	0
	4NU	Fuel Fill/Battery Charge	0
	YGF	8 Additional Gallons of Gas	0
	5N6	Easy Order	0
	4EX	Sales Tracking	0
Non Equipment:	573		0
Destination Fees:			1,595

Total Price: 45,115 .

Order Type: Retail PSP Month/Week:
Scheduling Priority: 4-Dealer Order Build Priority: 99
Salesperson:
Customer Name:
Customer Address:

Instructions:

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

eCustomerID: **19614552**Date: **11/09/2023 10:51 AM**Salesperson: **Christian Goecke**Manager: **John Porter****FOR INTERNAL USE ONLY**

BUSINESS NAME	CITY OF MOUNTAIN BROOK	Home Phone:
CONTACT		
Address :	56 church street MOUNTAIN BROOK, AL 35213 JEFFERSON	Work Phone:
E-Mail :	gayj@mtnbrook.org	Cell Phone: (205) 802-3870

VEHICLE

Stock # : LOCATE	New/Used: New	VIN: 2C3CDXCCT6PH548157	Mileage : 423
Vehicle : 2023 Dodge Charger	Color :		
Type : R/T 4dr Rear-Wheel Drive Sedan			

TRADE IN

Payoff :	VIN :	Mileage :
Vehicle :	Color :	
Type :		

Market Value Selling Price	45,115.00
Rebate	3,000.00
Adjusted Price	42,115.00
Tinted Glass 2 Windows	499.00
Door Edge Guards	299.00
Nitrogen	199.00
LoJack Connect	1,495.00
Wheel Locks	149.00
transfer	1,872.45
Total Purchase	46,628.45
Trade Allowance	
Trade Difference	
Tax	.00
Non Tax Fees	16.50
Trade Payoff	
Cash Deposit	.00
Balance	46,644.95

RESOLUTION NO. 2023-191

**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 13th day of November, 2023.

Council President

APPROVED: This 13th day of November, 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 November 13, 2023, as same appears in the minutes of record of said meeting.

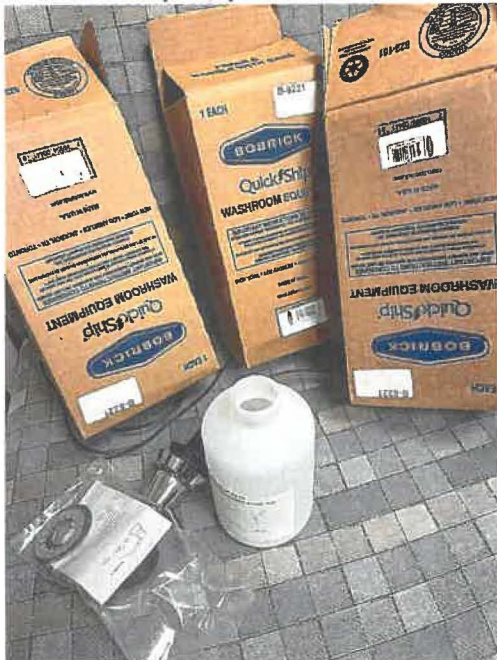
City Clerk

Surplus

Chair – 1, bowed legs

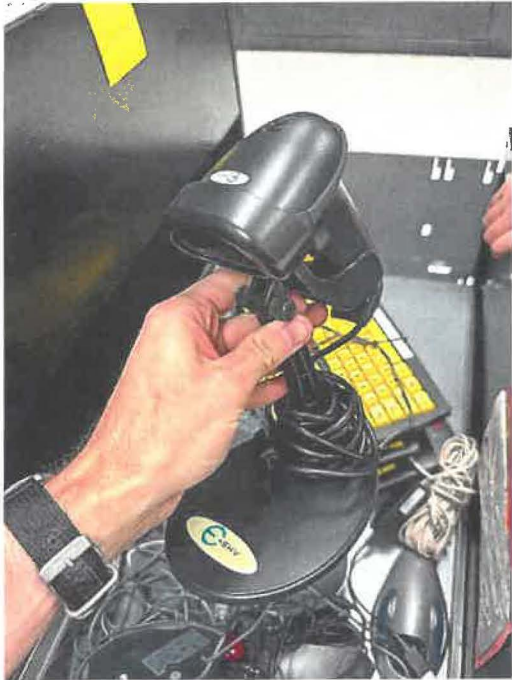


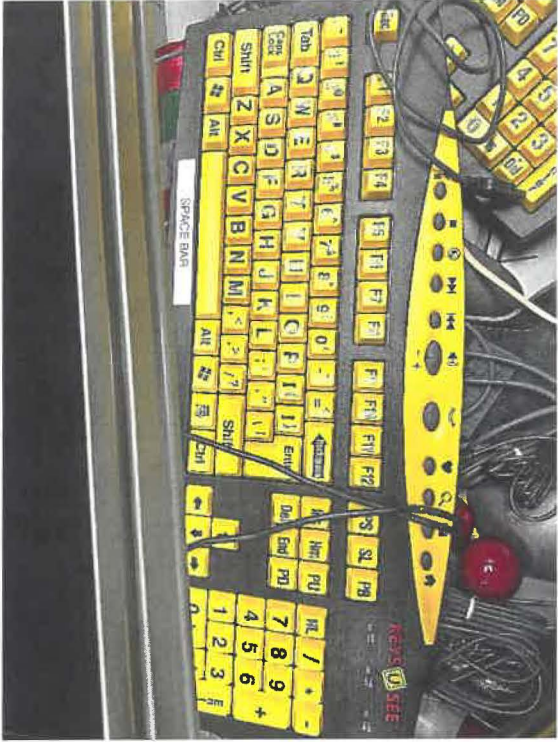
Bobrick Soap Dispensers – 3



Miscellaneous IT supplis







Projector Screen - 1



