

**MEETING AGENDA
MOUNTAIN BROOK CITY COUNCIL**

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

MAY 13, 2024, 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 05132024).

1. Approval of the minutes of the April 22, 2024, regular meeting of the City Council.
2. Approval of the minutes of the May 6, 2024, special meeting of the City Council.
3. Consideration: Resolution accepting the proposal with Architectural Graphic and Design Specialties Inc with respect to the wayfinding signage-replacement panels in Mountain Brook.
4. Consideration: Resolution approving the contractor agreement with The Pave Team LLC with respect to the Brookwood Forest Elementary School Parking Lot Ramp.
5. Consideration: Resolution authorizing the agreement between the City of Mountain Brook and the City of Homewood with respect to lending fire trucks and other firefighting equipment during emergencies and disasters.
6. Consideration: Resolution authorizing the sale or disposal of certain surplus property.
7. Comments from residents and attendees.
8. Announcement: The next regular meeting of the City Council has been rescheduled from May 27, 2024 to May 28, 2024 at 7:00 p.m.
9. Adjourn.

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
APRIL 22, 2024**

[As a convenience, members of the public were invited to listen and observe in the public meeting by Internet video conference-2 virtual attendees.]

The City Council of the City of Mountain Brook, Alabama met informally in-person at 6:15 p.m. on the 22nd day of April, 2024 (others were allowed to listen to the meeting by way of Internet video conference, 2 attendees). Council President Pro Tempore Pritchard called the pre-meeting to order and the roll was called with the following results:

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

Absent: Virginia C. Smith, Council President
Gerald A. Garner

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

1. AGENDA

1. Craig Ogard to speak about issues on Halbrook Lane

Craig Ogard-3825 Halbrook Lane

- In September of 2023, residents came before the council to petition to close the street
- A petition was signed to close the street (39 of the 47 houses signed the petition)
- The quality of life (noise, walkability, and backing out of driveways) have all been affected due to the volume of traffic
- The street was not designed for this volume of traffic

Jaye Loggings-Police Chief

- Stats since 2024 (52 citations in relation to Halbrook and 44 at the intersection)

Sam Gaston-City Manager

- Met with Vestavia City officials along with Virginia Smith, Gerald Garner, and City Attorney Whit Colvin
- Vestavia is not in favor of closing off the street from a public safety standpoint
- Some other options discussed were: 1) Vestavia to extend sidewalk from where it stops south of the post office to Mountain Brook and then Mountain Brook take the sidewalk down Halbrook 2) Put up “No cut-through” traffic signs 3) Pass an ordinance to enforce the no cut-through traffic 4) Try to narrow the street in certain areas with striping 5) Contact Google to try to get them to reroute traffic back onto Crosshaven as opposed to Halbrook

Lloyd Shelton-Council Member

- The issue on Halbrook is traffic volume, the only way to address it is to close the road

Graham Smith-Council Member

- Concerned about unintended consequences
- The police and fire department stated they are uneasy with closing the road because it could lower their response times
- Vestavia is not in favor of closing the road and Mountain Brook does try to be a community partner with Vestavia
- Not opposed to closing the road; however, uneasy with closing the road without first trying some of the other options

Chris Mullins-Fire Chief

- Closing the road, closes off Vestavia (who is a close partner with Mountain Brook) that provides mutual aid to Mountain Brook
- It is not optimal for the Fire Department to close the road
- It would be a big impact on the Fire Department not having that thoroughfare
- It limits the fire department in helping one another city to city with Vestavia

Jaye Loggings-Police Chief

- It is not as big of an impact from the Law Enforcement side
- The police vehicles can get around easier than the Fire Department

Billy Pritchard-Council President Pro Tempore

- Share the same sentiments as Graham Smith and Lloyd Shelton
- If there is a consensus to move down the path of closing the road, then a plan needs to be made on steps and then shared with Vestavia

Whit Colvin-City Attorney

- The most drastic thing to do is to close the road when other options are available
- Would have to explore the legal steps to close the road
- Once a road is closed, it is vacated and the property belongs to someone else, it cannot be reopened
- If the city goes through the vacation process, it divests the road to the public and it would then belong to the adjoining property owners

Billy Pritchard-Council President Pro Tempore

- Not prepared to close the road at this meeting without giving some thought on how it can be done right
- Wants to fully understand the process and plan on closing the road in order to make an informed decision

2. Woodland Trail bridge over Shades Creek

Graham Smith-Council Member

- The Friends of Jemison Park presented the City with a bridge
- The Friends of Jemison Park has raised the funds for this bridge
- Once completed, the bridge will be turned over to the city to maintain

Billy Pritchard-Council President Pro Tempore

- Item added to the formal agenda (Resolution 2024-069)

3. Reappointment to the Board of Landscape Design

Sam Gaston-City Manager

- Brandon Plowden who has served as the chairman, wants to serve another term

Billy Pritchard-Council President Pro Tempore

- Item added to the formal agenda (Resolution 2024-068)

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 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: William S. Pritchard III
Graham L. Smith
Lloyd C. Shelton

Nays: None

There being no further matters for discussion Council President Pro Tempore Pritchard adjourned the pre-meeting at approximately 6:47 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 April 22, 2024, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that no formal action or votes were conducted at said work session.

City Clerk, Approved by
City Council May 13, 2024

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
APRIL 22, 2024**

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

The City Council of the City of Mountain Brook, Alabama met in person at 7:00 p.m. on the 22nd day of April, 2024 (others were allowed to listen to the meeting by way of Internet video conference-no one did). Council President Pro Tempore Pritchard called the meeting to order, and the roll was called with the following results:

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

Absent: Virginia C. Smith, Council President
Gerald A. Garner

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

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

1. RECOGNITION OF SPECIAL GUESTS (BOY SCOUTS)

Several members of Troup 63 out of Canterbury United Methodist Church

- Working on Citizenship in the Community Badge

2. EXPRESSION OF GRATITUDE TO BRIAN LUCAS FOR HIS DEDICATED SERVICE TO THE CITY ON THE PARKS AND RECREATION BOARD

Stewart Welch-Mayor

- Presented the Expression of Gratitude to Brian Lucas

3. POLICE WEEK PROCLAMATION

Stewart Welch-Mayor

- Presented the Police Week Proclamation to Police Chief, Jaye Loggings

4. SMALL BUSINESS WEEK PROCLAMATION

Stewart Welch-Mayor

- Presented the Small Business Week Proclamation to Chamber Director, Emily Jensen

5. MOUNTAIN BROOK CHAMBER OF COMMERCE ANNUAL REPORT

Emily Jensen

- Thanked the city for the partnership with the City

- 2023 was a great year for the Chamber of Commerce
- Completed strategic plan
- Updated website
- Implemented the Chamber Connect program
- Implemented a Chamber Ambassador program
- Created a plastic gift card for Village Gold

6. CONSENT AGENDA

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

Approval of the minutes of the April 8, 2024, regular meeting of the City Council

2024-063	Expression of Gratitude to Brian Lucas for his service on the Parks and Recreation Board	Exhibit 1
2024-064	Police Week Proclamation	Exhibit 2
2024-065	Small Business Week Proclamation	Exhibit 3
2024-066	Authorize the sale or disposal of certain surplus property	Exhibit 4, Appendix 1
2024-067	Recommend to the State of Alabama Alcoholic Beverage Control Board (ABC) the issuance of a 020-Restaurant Liquor license to De La Huerta LLC (trade name: Fridas Cosina and Cantina)	Exhibit 5, Appendix 2
2024-068	Reappoint Branden Plowden to the Board of Landscape Design	Exhibit 6, Appendix 3
2024-069	Execute a contract agreement with The Friends of Jemison Park with respect to the Woodland Bridge Connector at Jemison Park	Exhibit 7, Appendix 4

Thereupon, the foregoing minutes, proclamations and resolutions (Nos. 2024-063 through 2024-069), were introduced by Council President Pro Tempore Pritchard and a motion for their immediate adoption made by Council Member Lloyd Shelton. The minutes, proclamation 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: William S. Pritchard III
 Graham L. Smith
 Lloyd C. Shelton

Nays: None

Abstained: None

Council President Pro Tempore Pritchard thereupon declared that said minutes, proclamations and resolutions (Nos. 2024-063 through 2024-069) were adopted by a vote of 3—0 and as evidence thereof he signed the same.

7. FIRST READING OF ORDINANCE AMENDING CHAPTER 38 OF THE CITY CODE OF MOUNTAIN BROOK

Billy Pritchard-Council President Pro Tempore

- There is a case currently in the Supreme Court regarding an Ordinance in Oregon that precludes camping on streets or city property (with homeless population)
- The best course of action is to get some enlightenment from Supreme Court of constitutionality of provisions in this ordinance concerning entitlements residents have to city property before moving forward

8. COMMENTS FROM RESIDENCES AND ATTENDEES

(There were no public comments)

9. ANNOUNCEMENT

Council President Pro Tempore Pritchard announced the next regular meeting of the City Council is May 13, 2024, 7:00p.m.

10. ADJOURNMENT

There being no further matters for discussion Council President Pro Tempore Pritchard adjourned the formal meeting at approximately 7:24 pm.

11. 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 April 22, 2024, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that a quorum was present.

City Clerk Approved by
City Council May 13, 2024

EXHIBIT 1

EXPRESSION OF GRATITUDE TO BRIAN LUCAS FOR HIS DEDICATED SERVICES TO THE CITY ON THE PARKS AND RECREATION BOARD

WHEREAS, Brian Lucas served with dedicated distinction on the Mountain Brook Parks and Recreation Board from March 24, 2014 through April 8, 2024 and as Chairman for over eight years; and

WHEREAS, Brian Lucas used his time, talent, and influence to provide input and guidance to the Mountain Brook Parks and Recreation Department for future planning for numerous projects, including the renovations to the Athletic Complex at Mountain Brook High School and Mountain Brook Junior High and the conversion to artificial turf fields; the renovations and addition of LED

**MINUTES OF THE SPECIAL MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
MAY 6, 2024**

The City Council of the City of Mountain Brook, Alabama met in person at 10:32 a.m. on the 6th day of May, 2024. Council President Virginia Smith called the meeting to order, and the roll was called with the following results:

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

Absent: None

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

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

1. EXECUTIVE SESSION AND ADJOURNMENT

Council President Pro Tempore made a motion that the City Council convenes in executive session to discuss matters of security and potential litigation and that the City Council shall not reconvene upon conclusion of the executive session. The City Attorney certified that the subject matters were allowed to be discussed in executive pursuant to Alabama Law. The motion was seconded by Council 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 Garner

Nays: None

There being no further matters for discussion Council President Virginia Smith adjourned the special meeting at approximately 11:56 am.

2. CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the special meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall (Room A-231) on May 6, 2024, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that a quorum was present.

City Clerk Approved by
City Council May 13, 2024

RESOLUTION NO. 2024-070

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby accepts the proposal submitted by Architectural Graphic & Design Specialties, Inc., in the form as attached hereto as Exhibit A, with respect the Wayfinding signage-replacement panels within Mountain Brook.

ADOPTED: This 13th day of May, 2024.

Council President

APPROVED: This 13th day of May, 2024.

Mayor

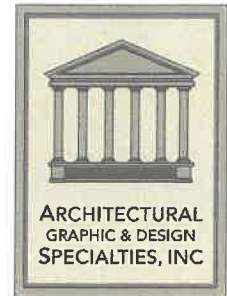
CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on May 13, 2024, as same appears in the minutes of record of said meeting.

City Clerk

May 7, 2024

Mr. Sam Gaston
City of Mountain Brook
Mountain Brook, AL



Re: Wayfinding Signage – Replacement Panels

Sam:

We look forward to working with you on this project. Following is the pricing for the replacement panels
For the wayfinding signage:

Replacement Graphic Panels (see drawings for details)

Background painted Dark Bronze
Painted Custom Green and Custom Gold Border
Reflective Gold and Reflective White Graphics
Digitally Printed Logo

Material Cost for Large Panels – (2) at \$1,045 (each)...	\$2,090.00 + tax
Installation - (2) at \$250 (each)...	\$500.00
Material Cost for Small Panels – (3) at \$800 (each)...	\$2,400.00 + tax
Material Cost for Small Panel (Logo Only) – (1) at \$725 (each)...	\$725.00 + tax
Installation - (4) at \$175 (each)...	\$700.00

Terms: 50% Down Payment, Balance on Completion

Sincerely,



Carter M. Brown, Vice President
Architectural Graphic & Design Specialties, Inc.

OVERTON
VILLAGE



The City of Mountain Brook

MOUNTAIN BROOK VILLAGE



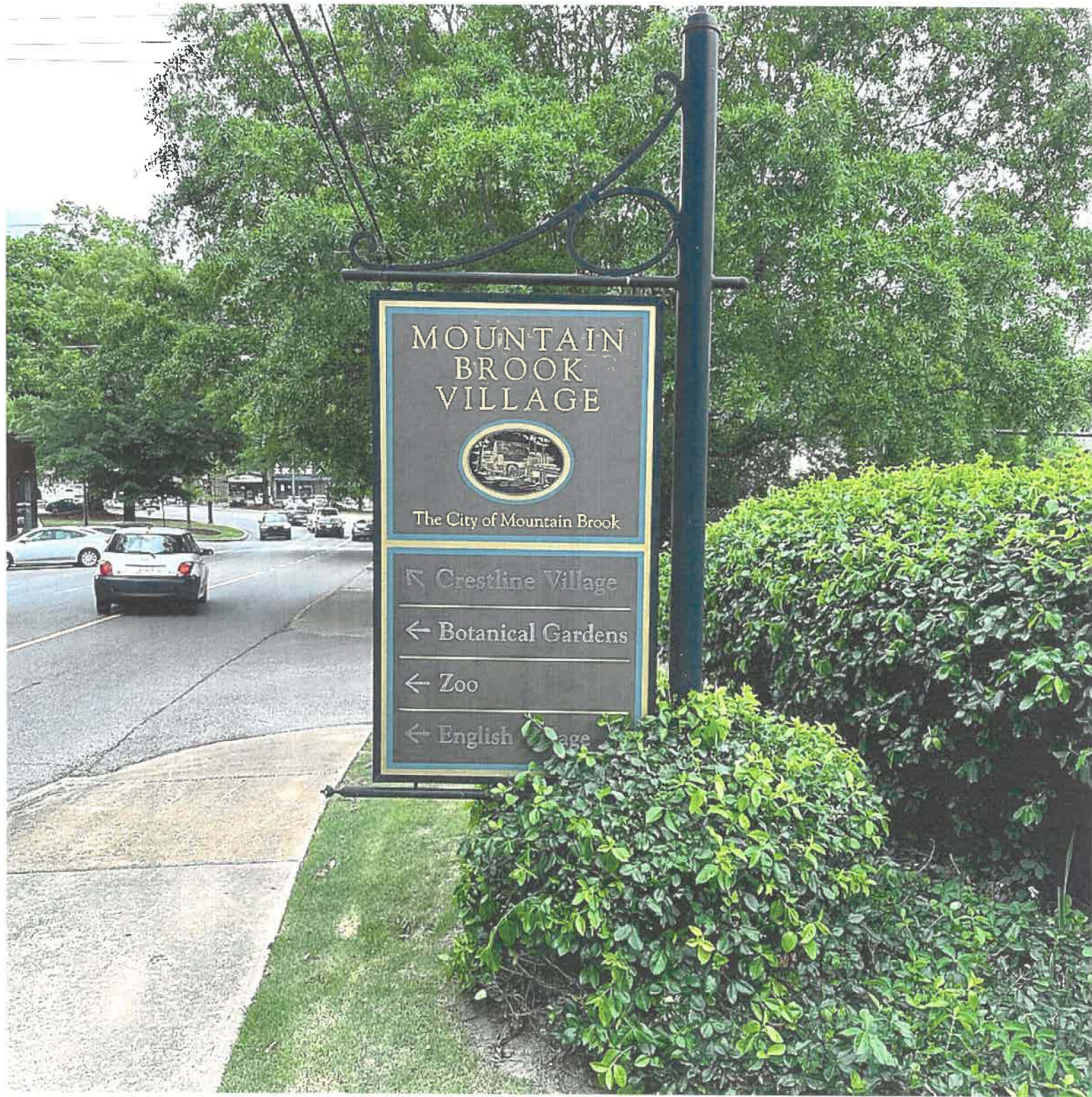
The City of Mountain Brook

← Botanical Gardens

← Zoo

← English Village

↑ Crestline Village



MOUNTAIN
BROOK
VILLAGE



The City of Mountain Brook

- ↖ Crestline Village
- ← Botanical Gardens
- ← Zoo
- ← English Village



WELCOME
TO
MOUNTAIN
BROOK



EST. 1942

RESOLUTION NO. 2024-071

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that City Council hereby authorizes the execution of a contractor agreement between the City and The Pave Team LLC., in the form as attached hereto as Exhibit A, with respect to Brookwood Forest Elementary School parking lot ramp.

ADOPTED: This 13th day of May, 2024.

Council President

APPROVED: This 13th day of May, 2024.

Mayor

CERTIFICATION

I, Heather Richards, City Clerk of the City of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on May 13, 2024, as same appears in the minutes of record of said meeting.

City Clerk

BWF RAMP PROJECT

Parks and Recreation wants easier access to the field located behind (BWF) facilities. The existing way we access the field for our routine maintenance is blocked off by a concrete curb which requires us to traverse very expensive turf mowers over the curb, and puts them at risk for damage.

The project (BWF) ramp will entail removing a portion of existing curb and the small grass island attached to the sidewalk. Then the contractor will expand the sidewalk from 4ft to 10ft and blend a ramp up from the asphalt grade to the sidewalk grade.

This ramp will accommodate the various equipment needed to maintain (BWF) field.

This project is budgeted for 2024 and has been approved by Tommy Prewitt (BOE) and Principal Pitner.

CONTRACTOR AGREEMENT

The Pave Team, LLC, an Alabama limited liability company (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: Brookwood Forest Elementary School Parking Lot Ramp

Site of Project: Brookwood Forest Elementary
3701 S Brookwood Road,
Birmingham, Al 35223

2. Scope of Work. The Scope of Work is set forth on Exhibit A (which includes the April 16, 2024 Contractor Proposal and the Project Plans) that is attached and incorporated herein.

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

4. Term/Termination. The term of this Agreement shall commence on the Effective Date and thereafter continue in effect up to four (4) months (the “Term”). The period in which the 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 Six Thousand, Four Hundred and Fifty Dollars (\$6,450.00) as compensation for performing the Work (the “Contract Price”). Unless agreed in a writing or amendment to this Agreement that is signed by duly authorized

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

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

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

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

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

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

7. Insurance/Safety/Indemnification.

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

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

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

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

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

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

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

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

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

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

9. Miscellaneous Provisions.

a. This Agreement which is comprised of this instrument, the April 16, 2024 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. 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. 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: _____

THE PAVE TEAM, LLC

By: _____

Its: _____

Date: _____

Project: Parking Lot Ramp BWF

EXHIBIT A – SPECIFICATIONS

1. Scope of Work.

See attached April 16, 2024 Contractor Proposal.

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

2. Project Schedule. The Contractor will complete this project by July 30, 2024 unless an extension is requested in writing by the Contractor and approved in writing by the City.

3. Project Representatives.

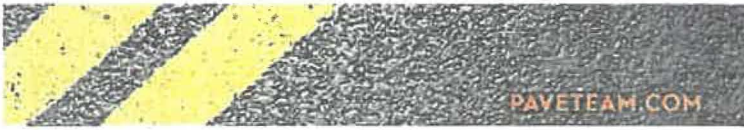
City Project Representative:
Sam Harris
3698 Bethune Drive
Birmingham, AL 35223
Email: harriss@mtnbrook.org
Day Tel #: 205-438-5506

Contractor Project Representative:
Landon Ditto
1401 Doug Baker Blvd.
Birmingham, AL 35242
Email: landon@thepaveteam.com
Day Tel #: 901-337-8828

4. Special Conditions:

The Pave Team will install a new access ramp into the field.

- Remove a portion of the existing sidewalk, curb, and gutter
- Form and finish approximately 10 ft wide concrete ramp meeting ADA compliance
- Using colored 4000 psi concrete



April 16, 2024

MOUNTAIN BROOK PARKS AND RECREATION
Attn: Shanda Williams

Concrete Ramp/Access Project at Brookwood Forest Elementary School

The PaveTeam is pleased to offer all necessary labor, materials, and equipment to complete the scope of work listed below for the above referenced project:

SCOPE OF WORK TO INCLUDE:

- *demo/remove portion of existing sidewalk & curb/gutter and existing curb island and haul away spoils.
- *form/place/finish new concrete ramp (approx. 10' wide) meeting ADA compliancy and form/place/finish portion of new sidewalk to allow for access from parking lot. (colored concrete to be 4000PSI)
- *ensure that the work area is left in pristine condition upon project completion.

TOTAL PROJECT COST: \$6,450



EXCLUSIONS: Private Locate, Utility Relocation/Repair, Towing, Unsuitable Soils, Engineering, Permitting, Landscaping.

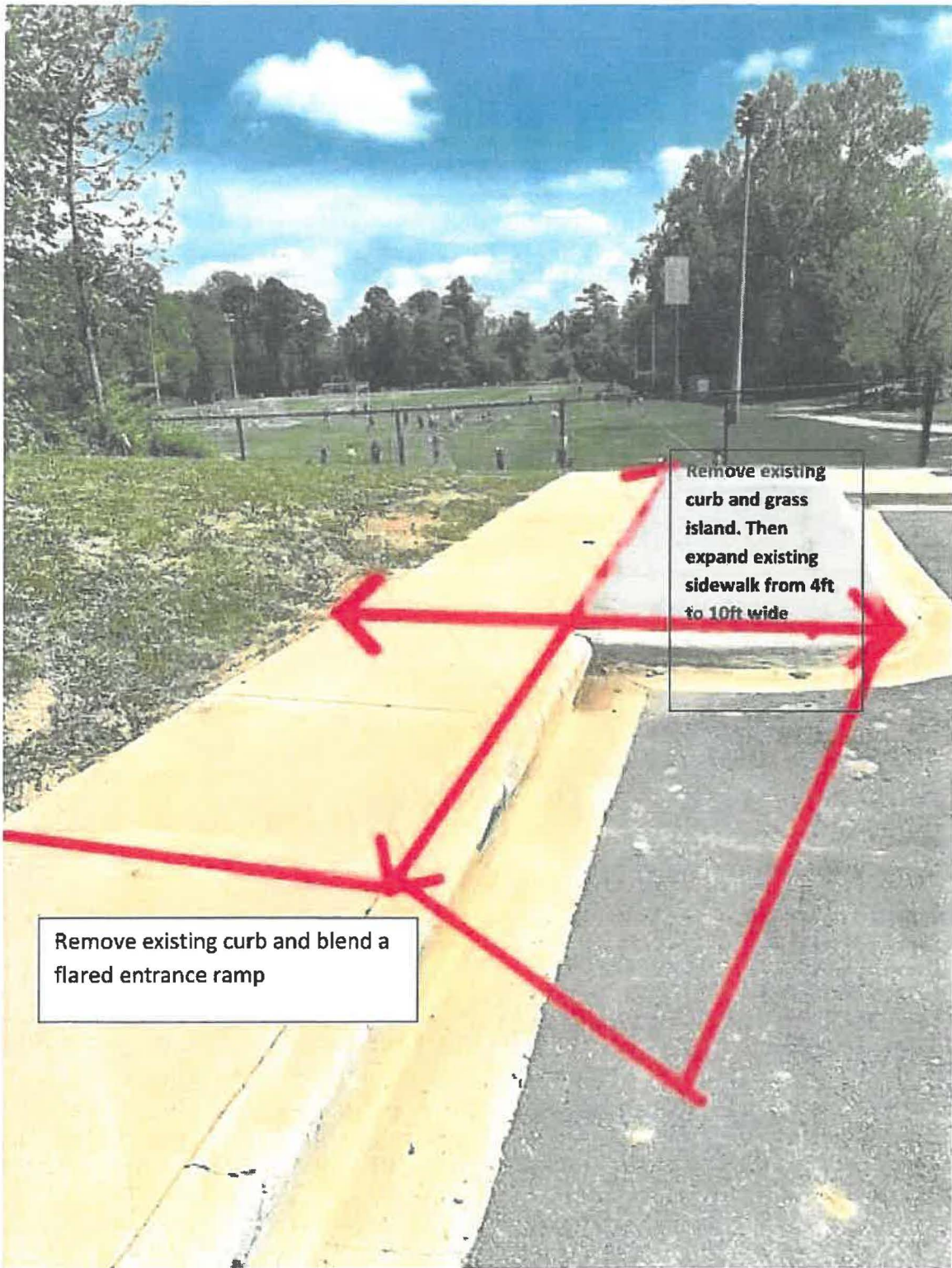
Thank you for the opportunity to partner with you on this project. We look forward to working with the Mountain Brook team!

LANDON DITTO
landon@thepaveteam.com
901.337.8828

BWF RAMP



BWF RAMP SKETCH



RESOLUTION NO. 2024-072

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that City Council hereby authorizes the execution of an agreement between the City and The City of Homewood, in the form as attached hereto as Exhibit A, with respect to lending fire trucks and other firefighting equipment to the City of Homewood Fire Department (and Homewood Fire Department lending to Mountain Brook) whenever the necessity arises during any emergency resulting from fire or other public disaster.

ADOPTED: This 13th day of May, 2024.

Council President

APPROVED: This 13th day of May, 2024.

Mayor

CERTIFICATION

I, Heather Richards, City Clerk of the City of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on May 13, 2024, as same appears in the minutes of record of said meeting.

City Clerk

STATE OF ALABAMA
JEFFERSON COUNTY

AGREEMENT

THIS AGREEMENT, made and entered into on this the ____ day of May, 2024, by and between the CITY OF MOUNTAIN BROOK, ALABAMA, a municipal corporation, (hereinafter referred to as "Mountain Brook"), and the CITY OF HOMEWOOD, ALABAMA, a municipal corporation (hereinafter referred to as "Homewood").

RECITALS:

WHEREAS, the City of Mountain Brook, Alabama is a municipal corporation, organized, existing and operating a Fire Department pursuant to the authority of Ala Code § 11-43-140 (1975); and

WHEREAS, the City of Homewood, Alabama is a municipal corporation, organized, existing and operating a Fire Department pursuant to the authority of Ala Code § 11-43-140 (1975); and

WHEREAS, Ala Code § 11-43-141 (1975) authorizes municipal fire personnel to assist in emergencies beyond the corporate city limits; and

WHEREAS, Ala Code § 11-102-1 (1975) authorizes municipalities to enter into written contracts with counties or other municipalities for emergency aid services; and

WHEREAS, the Fire Departments of the Cities of Mountain Brook, Alabama and Homewood, Alabama desire for their respective municipalities to enter into a written agreement, which will provide, among other things, that the two Fire Departments may lend and borrow fire trucks and other firefighting equipment when needed; and

WHEREAS, the City Councils of both Mountain Brook and Homewood agree that lending and borrowing fire trucks and firefighting equipment between the cities will enhance public safety and the welfare of the residents of both cities.

NOW, THEREFORE, in consideration of the mutual covenants, promises and premises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged by each of the parties hereto, the City of Mountain Brook, Alabama and the City of Homewood, Alabama hereby mutually agree as follows:

1. **RECITALS:** The recitals set forth in the premises above are hereby incorporated into this Agreement by reference as though set out fully herein.

2. **MOUNTAIN BROOK AS LENDER:** The City of Mountain Brook Fire Department is hereby authorized to lend its fire trucks and other firefighting equipment to the City of Homewood Fire Department whenever the necessity arises during any emergency resulting from fire or other public disaster. The City of Mountain Brook Fire Department shall

retain the sole discretion to determine whether its fire trucks or other firefighting equipment shall be available for use by Homewood under this Agreement and may deny a request to borrow equipment when it determines that same are needed for operational or emergency use within the City or their use by Homewood would otherwise compromise the ability of Mountain Brook to provide fire protection within its own jurisdiction.

3. HOMEWOOD AS BORROWER: If the City of Homewood Fire Department borrows from and uses the fire trucks and other firefighting equipment owned by the City of Mountain Brook, then in such event the city of Homewood Fire Department shall, when the fire is extinguished and the emergency ended, promptly deliver the said fire trucks and other firefighting equipment back to the City of Mountain Brook in good repair and condition, cleaned, and resupplied back to the condition it was in when borrowed, reasonable wear and tear excepted. Should the said fire trucks and/or other firefighting equipment be damaged or destroyed during such use, then in such event the City of Homewood Fire Department shall be solely responsible for the repair or replacement thereof.

4. HOMEWOOD AS LENDER: The City of Homewood Fire Department is hereby authorized to lend its fire trucks and other firefighting equipment to the City of Mountain Brook Fire Department whenever the necessity arises during any emergency resulting from fire or other public disaster. The City of Homewood Fire Department shall retain the sole discretion to determine whether its fire trucks or other firefighting equipment shall be available for use by Mountain Brook under this Agreement and may deny a request to borrow equipment when it determines that same are needed for operational or emergency use within the City or their use by Mountain Brook would otherwise compromise the ability of Homewood to provide fire protection within its own jurisdiction.

5. MOUNTAIN BROOK AS BORROWER: If the City of Mountain Brook Fire Department borrows from and uses the fire trucks and other firefighting equipment owned by the City of Homewood, then in such event the city of Mountain Brook Fire Department shall, when the fire is extinguished and the emergency ended, promptly deliver the said fire trucks and other firefighting equipment back to the City of Homewood in good repair and condition, cleaned, and resupplied back to the condition it was in when borrowed, reasonable wear and tear excepted. Should the said fire trucks and/or other firefighting equipment be damaged or destroyed during such use, then in such event the City of Mountain Brook Fire Department shall be solely responsible for the repair or replacement thereof.

6. MISCELLANEOUS

A. NON-WAIVER: The failure of Mountain Brook or Homewood to insist, in any one or more instances, upon a strict performance of any of the covenants of this contract, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future of such covenant or option, but the same shall continue and remain in full force and effect.

B. WAIVER OR MODIFICATION: Any waiver, alteration or modification of any of the provisions of this Agreement or cancellation or replacement of this contract

shall not be valid unless in writing and signed by the Cities of Mountain Brook and Homewood. This agreement may be amended at any time by written agreement of the parties signatory hereto.

C. NOTICES: Any and all notices required or permitted to be given under this agreement will be sufficient if furnished in writing and sent by Registered Mail to:

If to Mountain Brook: Sam Gaston, City Manager
Mountain Brook City Hall
56 Church Street
Mountain Brook, Alabama 35213
Telephone No. 205-802-3803
E-Mail: gastons@mtnbrook.org

If to Homewood: Patrick McClusky, Mayor
Homewood City Hall
2850 19th Street South
Homewood, Alabama 35209
Telephone No. 205- 746-4695
E-Mail: patrick.mcclusky@homewoodal.org

D. CONSTRUCTION OF TERMS: The Cities of Mountain Brook and Homewood negotiated the terms, provisions and conditions of this agreement and both parties had the equal opportunity for input for the drafting of this agreement. Therefore, any ambiguities of this agreement shall be construed fairly and equitably regardless of the participation of either party in drafting this agreement.

E. GOVERNING LAW: This agreement shall be interpreted, construed and governed to the laws of the State of Alabama. The jurisdiction and venue for the resolution of any dispute shall be in Jefferson County, Alabama.

F. ARTICLE AND SECTION HEADINGS: The article and section headings and captions contained herein are included for convenience only and shall not be considered a part hereof or affect in any manner the construction or interpretation hereof.

G. EXECUTION IN COUNTERPARTS: The agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

H. BINDING EFFECT: The agreement shall inure to the benefit of and shall be binding upon the Cities of Mountain Brook and Homewood, and their successors and assigns.

I. SEVERABILITY: In the event any provision of this agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

J. TERMINATION: This Agreement may be terminated at any time by either party upon written notice to the other party.

K. ENTIRE AGREEMENT: This written Agreement contains the entire agreement between the Cities of Mountain Brook and Homewood, Alabama.

IN WITNESS WHEREOF, the City of Mountain Brook, Alabama, a municipal corporation, and the City of Homewood, Alabama, a municipal corporation, have hereunto caused this Agreement to be executed by their duly authorized officers on this the ___ day of May, 2024.

CITY OF MOUNTAIN BROOK, ALABAMA

By: _____
Stewart Welch, Its Mayor

By: _____
Sam Gaston, Its City Manager

ATTESTED

By: _____

CITY OF HOMEWOOD, ALABAMA

By: _____
Patrick McClusky, Its Mayor

ATTESTED

By: _____

RESOLUTION NO. 2024-073

**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 May, 2024.

Council President

APPROVED: This 13th day of May, 2024.

Mayor

CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on May 13, 2024, as same appears in the minutes of record of said meeting.

City Clerk

Surplus Vehicles/Equipment May 2024

(Public Works and PD)

2016 F-550 Crew Cab HD Truck

Vin: 1FD0W5GT9GEA84680

Miles: 57341

Public Works Construction Crew truck-has a bad motor. Has been replaced.



2017 1500 Gray/Green Chevrolet Silverado

Vin: 3GCPREC3HG290626

Miles: 144815

Unmarked Police vehicle-does run and can be driven, but seems to have a transmission issue. Has been replaced.



2012 Brown Chevy Tahoe

Vin: 1GNSKAE06CR284775

Miles: 201365

Unmarked Police vehicle. Runs and can be driven. Has been replaced.



2013 White Ford F-150

Vin: 1FTFW1CF3DFB54378

Miles: 193086

Unmarked Police (SRO) vehicle. Has been replaced. Does run and can be driven.



Several back seats from patrol cars that were removed when cages were installed.



Surplus

Pop Beads – 32



Swingline Paper cutter – 22", 1



Glacier Bay Water Dispenser – 1



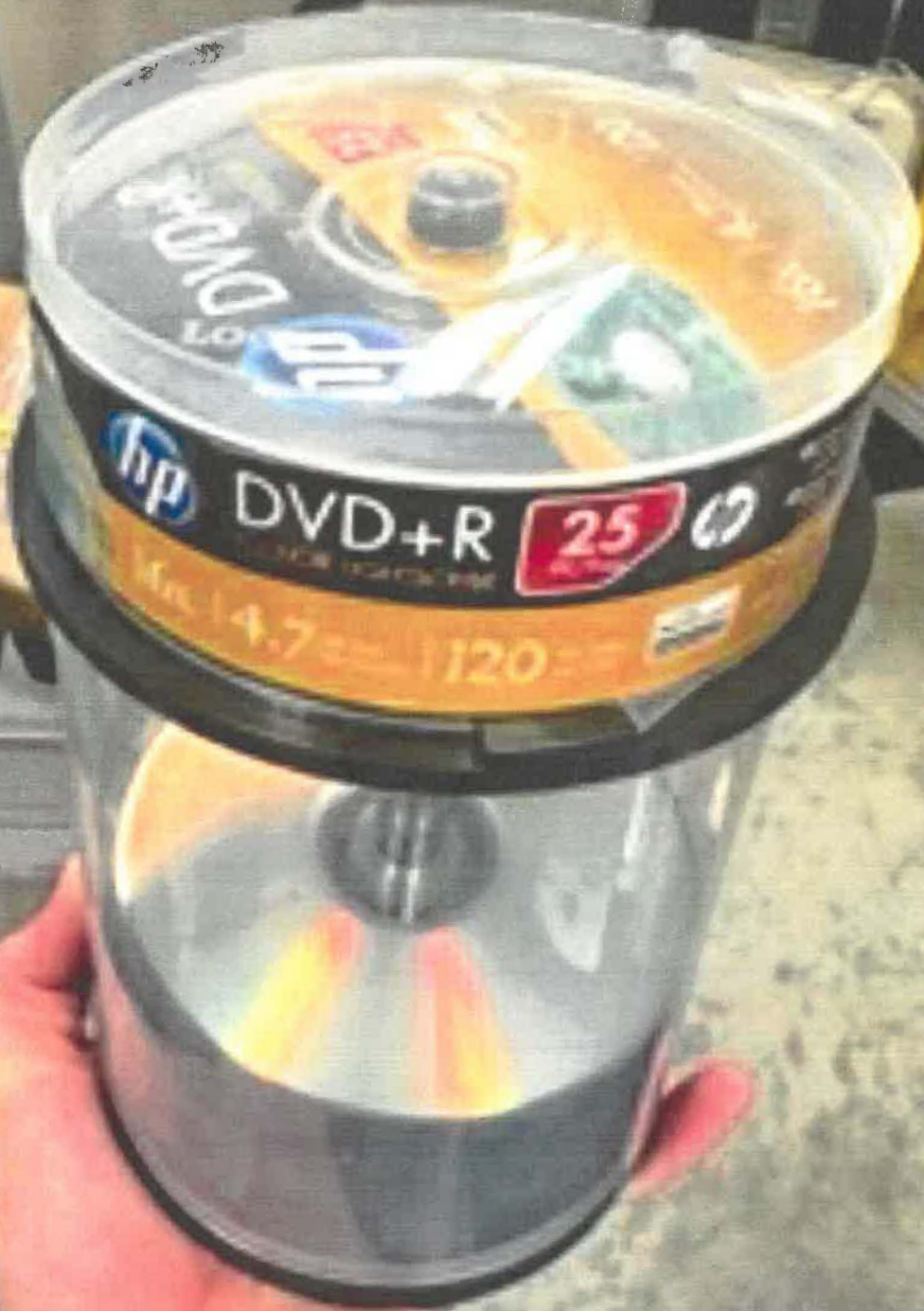
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Qty: 1



Qty 1



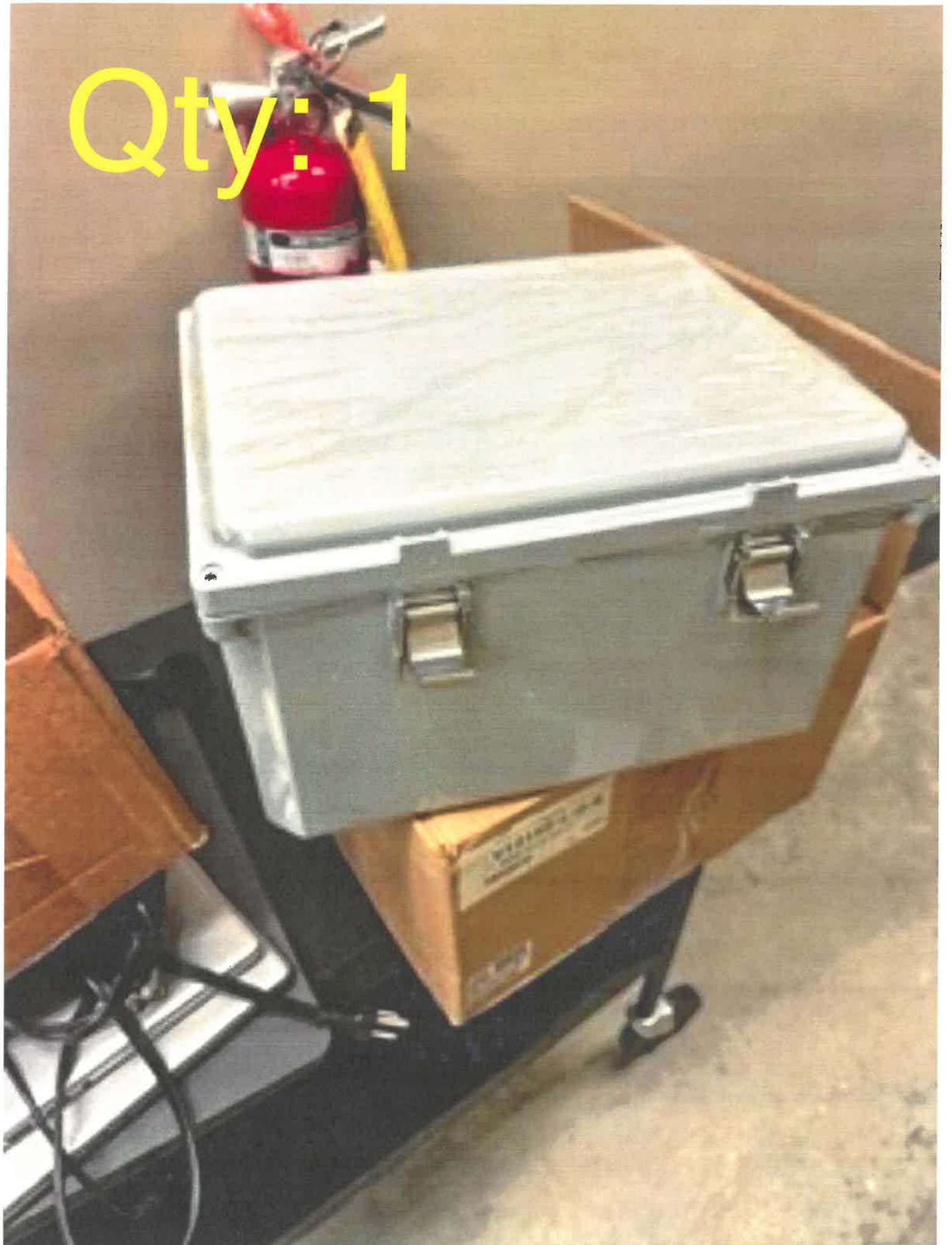
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Qty: 2



Qty: 1



Qty: 3



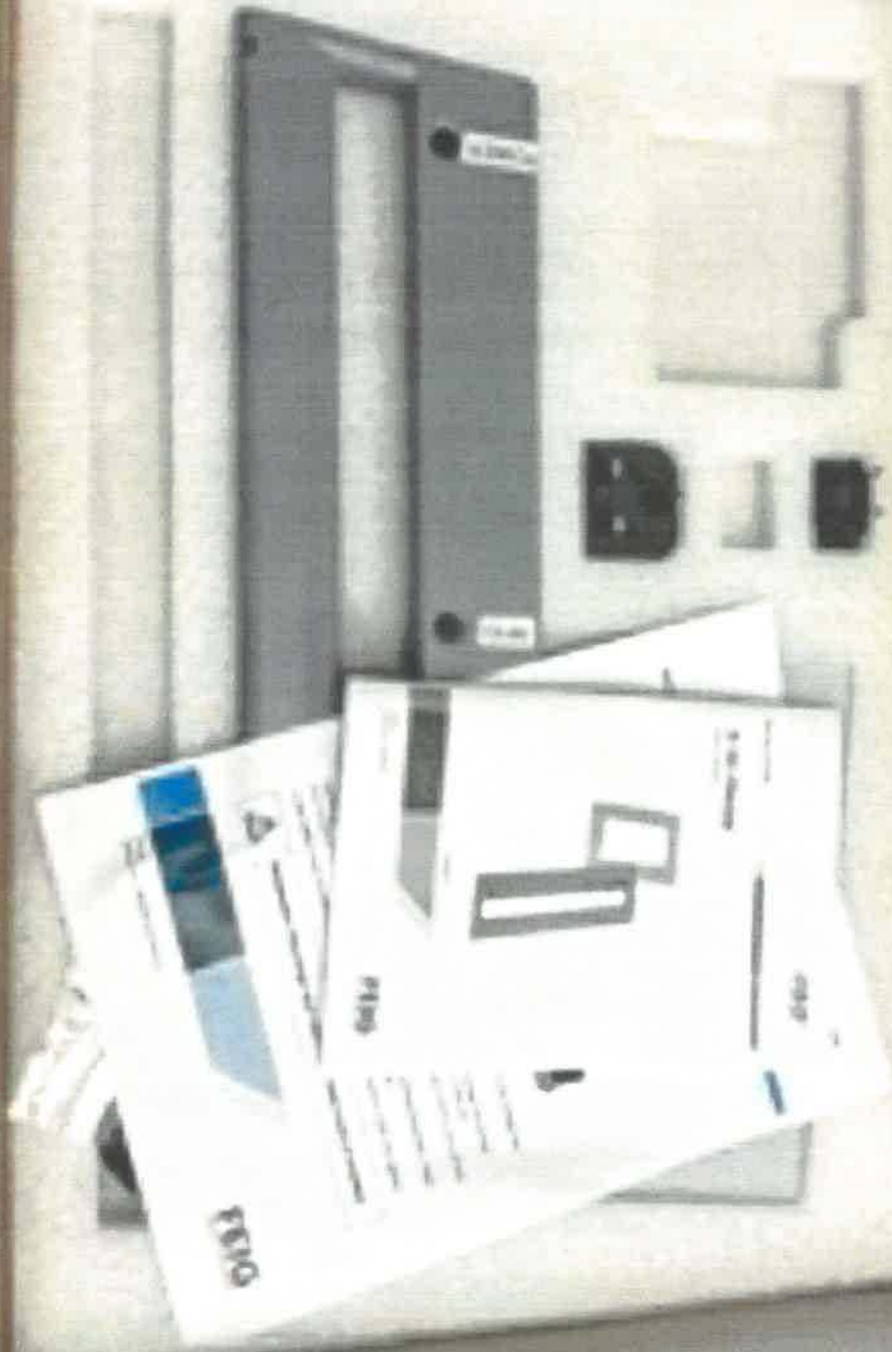
compulgeeks
brands inc.

Universal Counter Stand (100mm)

Qty: 1



Qty 1



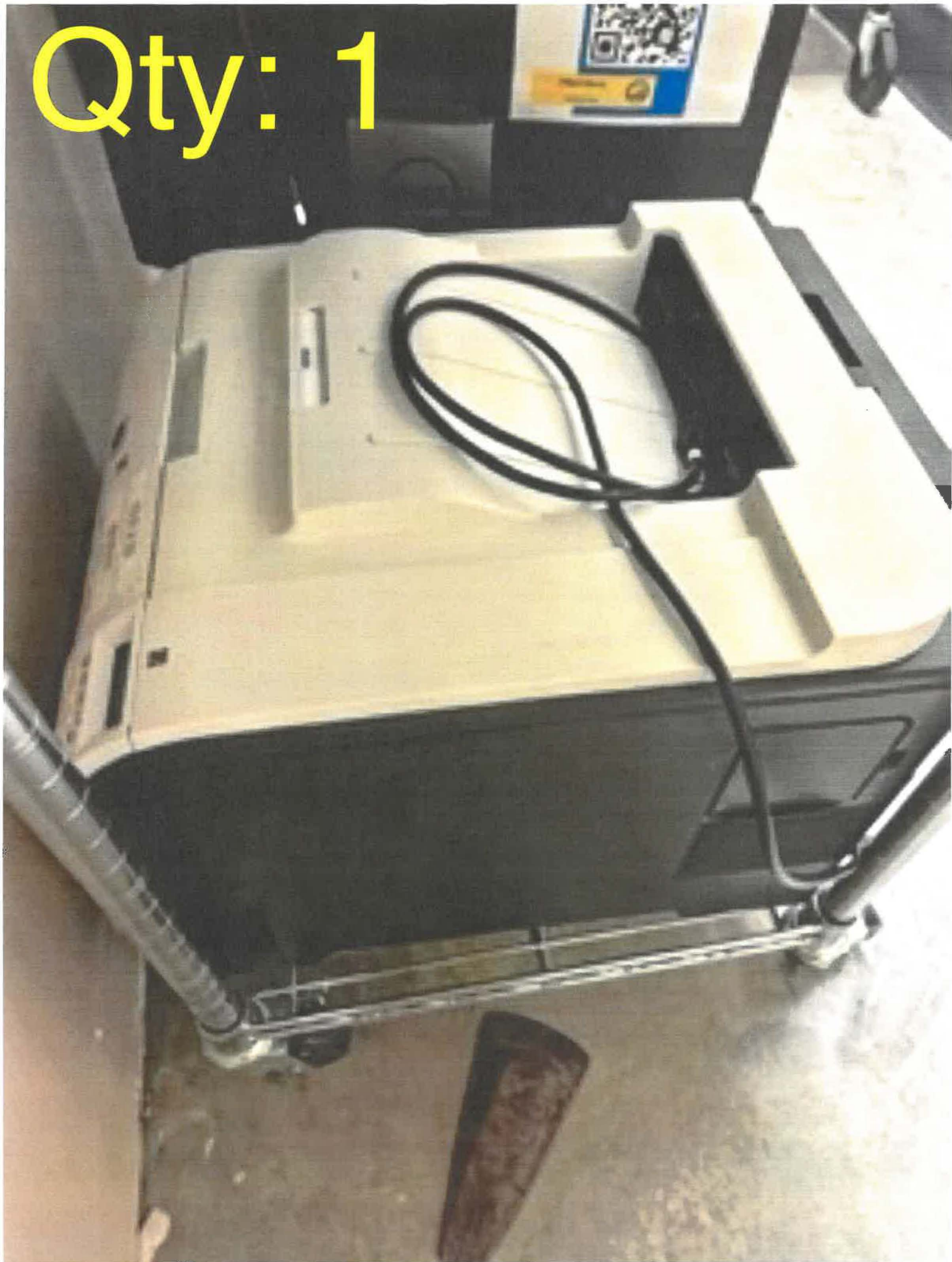
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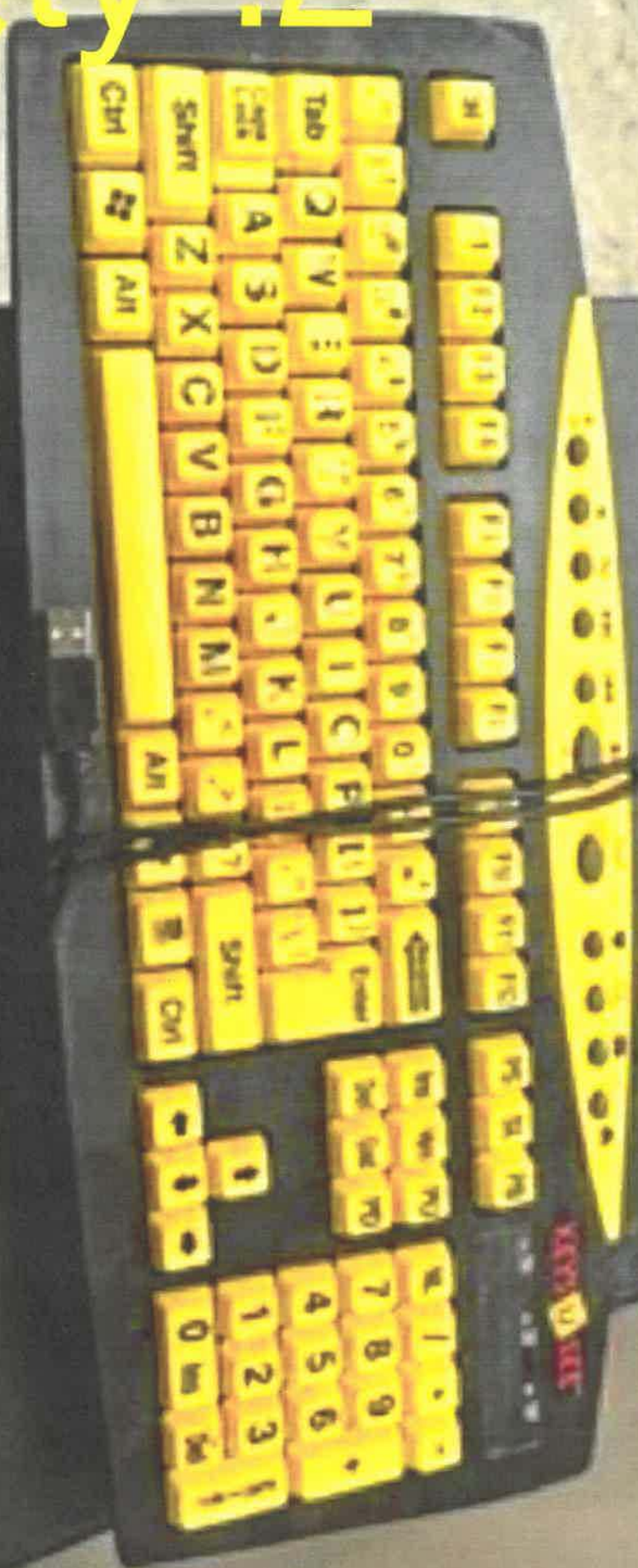
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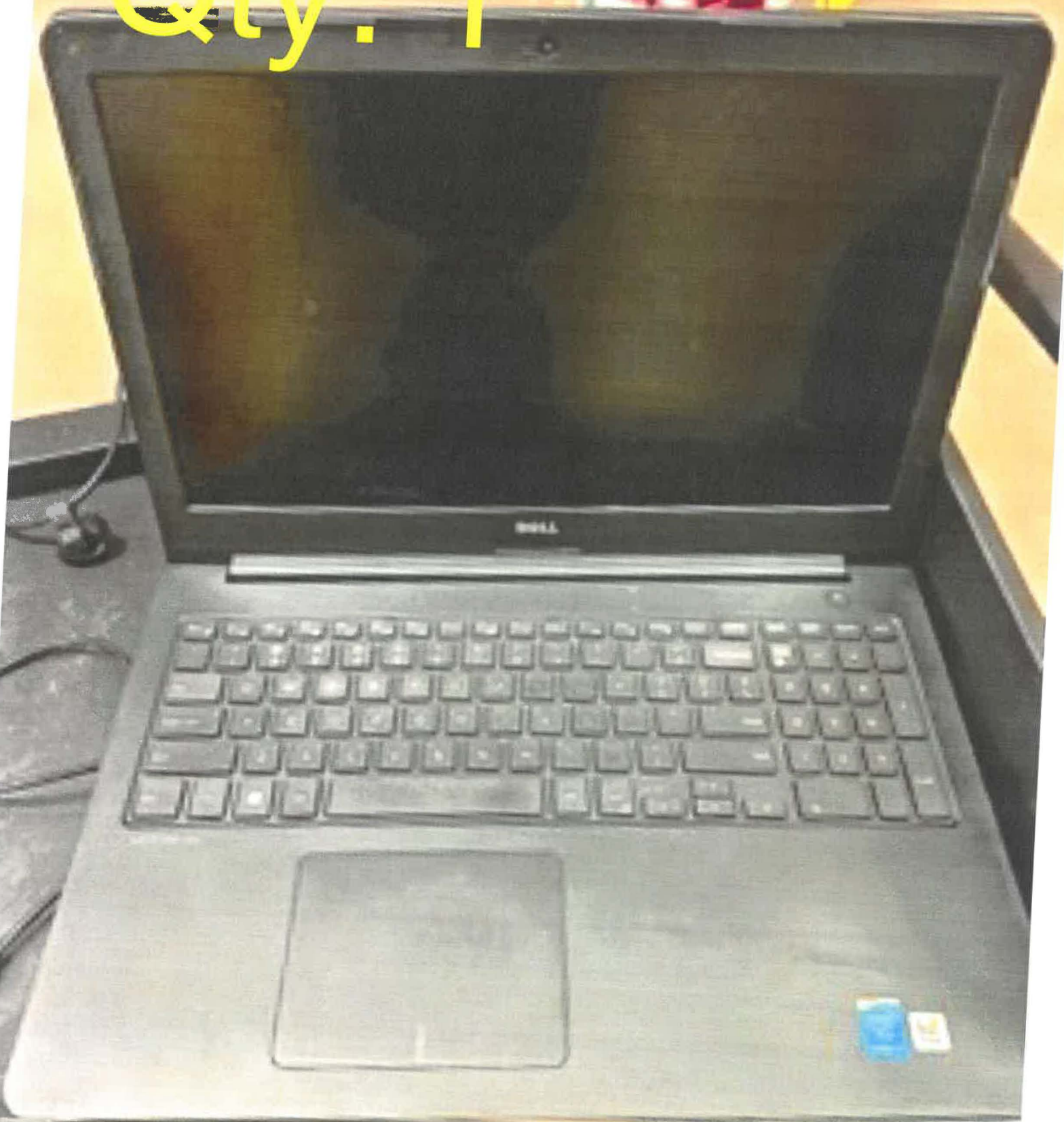


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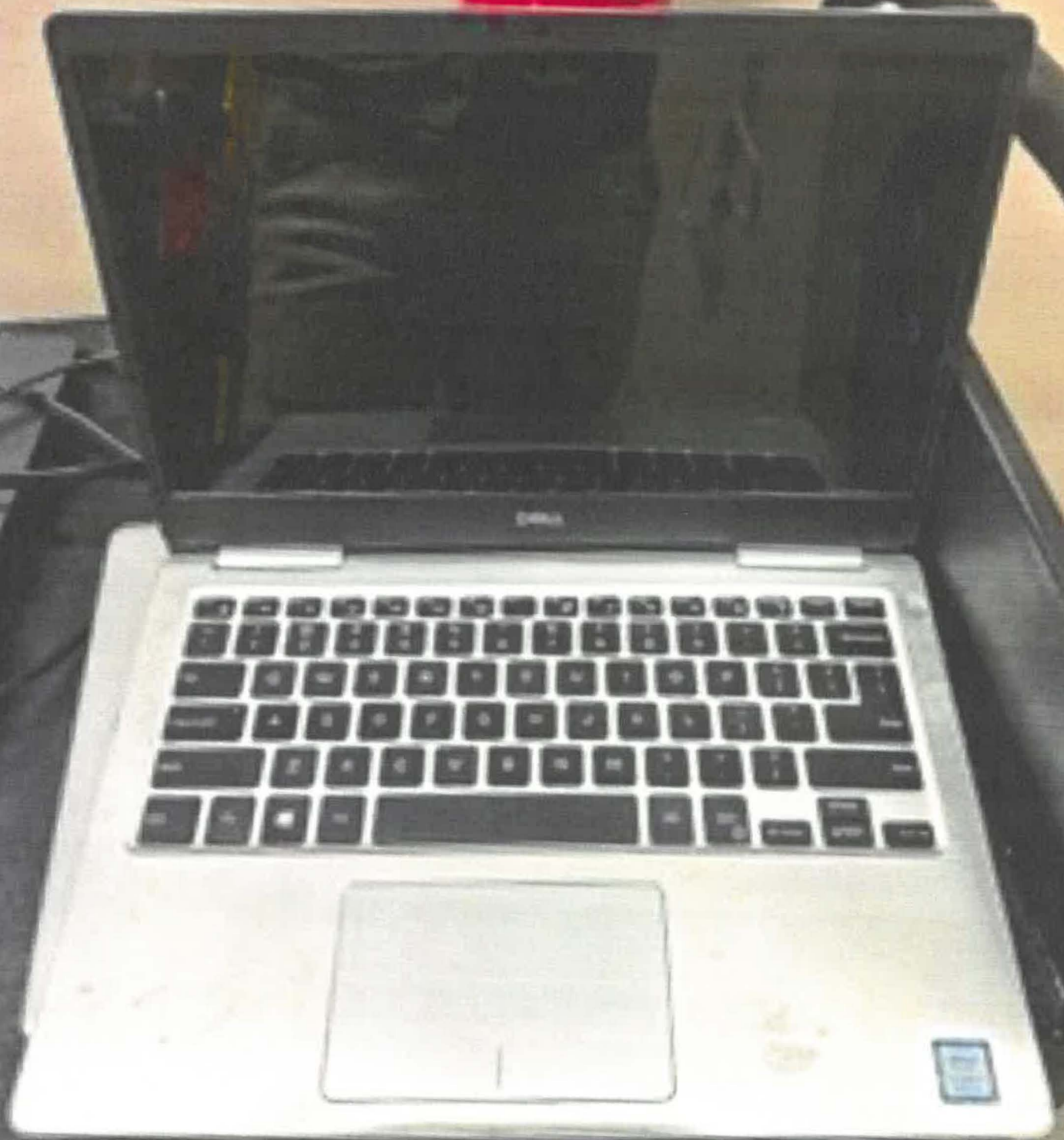
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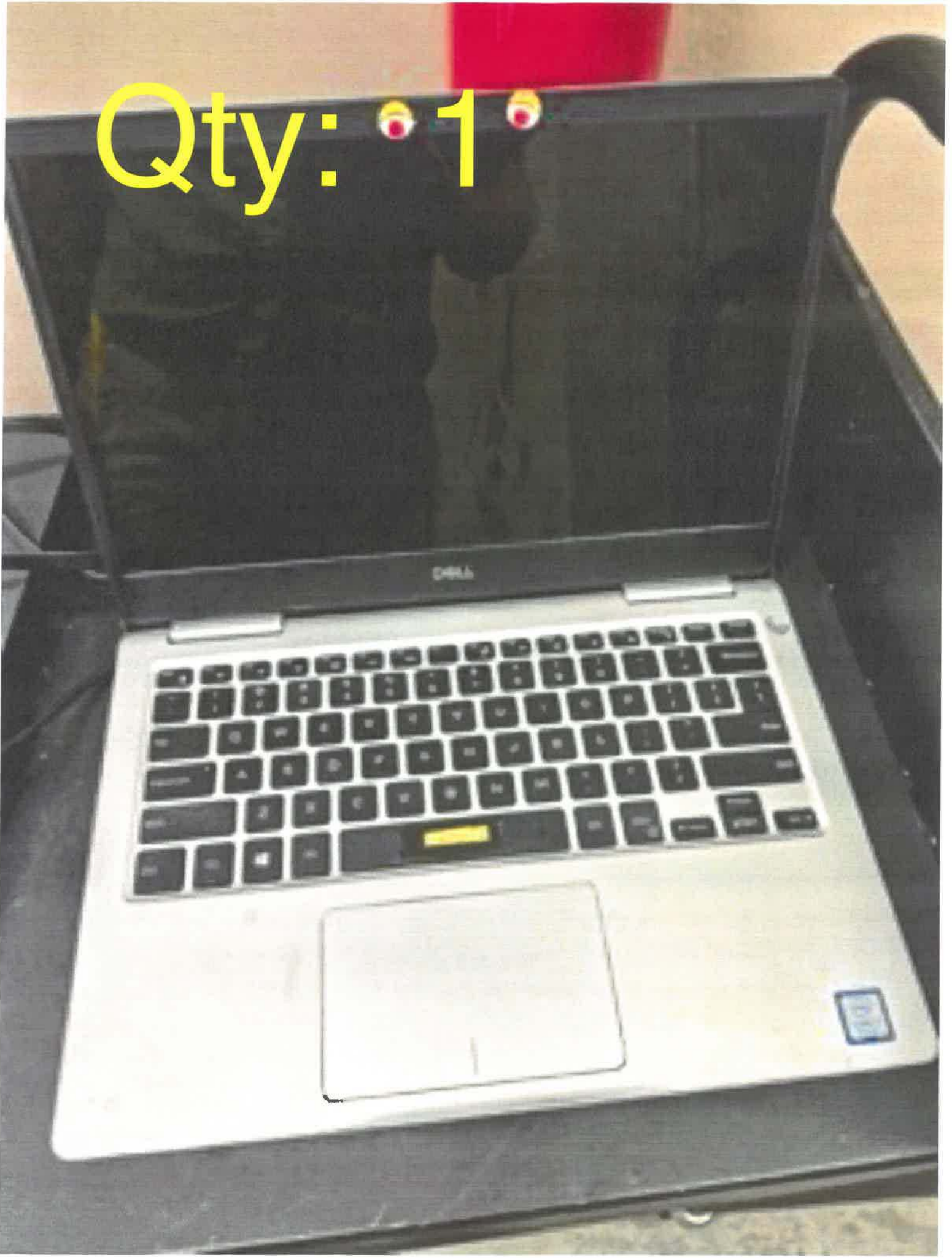
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Qty: 1



Qty: 1



Manufacturer	Description	Serial Number
Panasonic	Toughbook (Laptop)	3KTYA37928
Panasonic	FZ-G1 Tablet	3FTYA13703
Panasonic	FZ-G1 Tablet	3FTYA13747
Panasonic	FZ-G1 Tablet	3FTYA14527
Panasonic	Toughbook (Laptop)	3KTYA38066
Panasonic	Toughbook Laptop	3KTYA38002
Panasonic	Toughbook (Laptop)	4ATYA43307
Panasonic	Toughbook Laptop	3KTYA38196
Panasonic	Toughbook (Laptop)	3KTYA37959
Hewlett Packard	Envy Laptop	CND5474NG6
Panasonic	Toughbook (Laptop)	9JTYA83670
Hewlett Packard	ProBook Laptop	CNHU41490D1
Dell Inspiron	Laptop	ST-5MX48F3
HP Compaq	Desktop PC	2UA3121WML
NEC	NP500 Projector	9500557FJ
HP Laptop	Pavillion DV 1000	CNF6150QS7
HP Laptop	G70-463CL	2CE926VB1
HP Laptop	Pavillion DV 9000	CNF72731JH
HP - Keyboards	Slim Model	(Qty. 11)
Dell Latitude E6440	Laptop	3DRH562
HP Pavillion	Desktop PC	MXX81306HH
ACER	Desktop PC	PTS880x040749096A32702
HP Pavillion	Desktop PC	CND635112D
Panasonic CF-52	Toughbook Laptop	9ETYA60139
Fellowes Shredder	P48-C	n/a
HP Pavillion	Desktop PC	CNH7490BQ5
HP Pro One 600	All in one PC	MXL4200OSTK
Nikon D40	Digital Camera	3630220
Wired Keyboards	Qty. 6	n/a
Epson	Scanner M2672	TC6F058088
Polycom	Qty. 6 Desk Phones	n/a
Avaya	Qty. 1 Desk Phone	n/a
Fujitsu	FI-6230 Scanner	12343
TW3	Desptop PC	TW3TFCCLB725021B
Cisco ASA-5505	Security Appliance	JMX1249Z44U
Acer	Desktop PC	No Serial Number ?
Hewlett Packard	LaserJet P2035	CNB9G10897
Sonic Wall	Firewall NSA 3500	0017C5B67794
APC	Battery Backup	SC450RM1U
IBM Server	P5 Rack Mount	P39J2729
Lacie	Rack Mount Server	173301970
ACL	Desktop PC	4019
Panasonic	Toughbook Laptop	3KTYA37963
Panasonic	Toughbook Laptop	9CKYA56039
Panasonic	Toughbook Laptop	4ATYA43300

Panasonic	Toughbook Laptop	CF52PFNBX1M
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