

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
JUNE 10, 2024**

[As a convenience, members of the public were invited to listen and observe in the public meeting by Internet video conference-1 virtual attendees.]

The City Council of the City of Mountain Brook, Alabama met informally in-person at 6:30 p.m. on the 10th day of May, 2024 (others were allowed to listen to the meeting by way of Internet video conference, one virtual attendee). Council President Virginia 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
Gerald A. Garner
Lloyd C. Shelton
Stewart Welch III, Mayor

Absent: None

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

1. AGENDA

1. Introduced special guest (Boy Scout)
 - Spencer Brown with Troup 63 out of Canterbury United Methodist Church
 - Working on community in service badge

2. Traffic Island Beautification project on Stoneridge Drive

Shanda Williams-Parks and Recreation Superintendent

 - There are a variety of plants that need to be replaced
 - Worked with the homeowners, Aimee Reese, and Helen Drennen (from the Park and Recreation Board) to design a more simple plan
 - A tree will be added later in the fall
 - This is a budgeted project

Virginia Smith-Council President

 - Item added to the formal agenda (Resolution 2024-091)

3. Contract with Nimrod Long Associates to design the last section of sidewalk connection on Locksley Drive

Sam Gaston-City Manager

 - Will have a pre-construction meeting with CB&A to start sidewalk projects on the south side of North Woodridge
 - Public Works will soon start on Warrington Road going north
 - This will leave around two lots that have retaining wall issues
 - This would complete the loop

- Asked Nimrod Long and Associates to prepare proposal to finish last section next year

Virginia Smith-Council President

- Item added to the formal agenda (Resolution 2024-087)

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

2. EXECUTIVE SESSION AND ADJOURNMENT

Council President Virginia Smith made a motion that the City Council convenes in executive session to discuss matters of real estate and that the City Council shall reconvene upon conclusion of the executive session to the formal 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 Gerald Garner. 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 6:39 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 June 10, 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 June 24, 2024

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
JUNE 10, 2024**

[As a convenience, members of the public were invited to listen and observe in the public meeting by Internet video conference-1 virtual attendee.]

The City Council of the City of Mountain Brook, Alabama met in person at 7:00 p.m. on the 10th day of June, 2024 (others were allowed to listen to the meeting by way of Internet video conference-1 virtual attendee). 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
Graham L. Smith
Gerald A. Garner
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. INTRODUCTION OF SPECIAL GUESTS (BOY SCOUTS)

Henry Retherford Troup 63 out of Canterbury United Methodist Church

- Working on Citizenship in Community badge

Pryor Roberts Troup 63 out of Canterbury United Methodist Church

- Working on Citizenship in Community badge

2. CONSENT AGENDA

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

Approval of the minutes of the May 13, 2024, regular meeting of the City Council

Approval of the minutes of the May 21, 2024, special meeting of the City Council

2024-085	2024 “Back to School” Sales Tax Holiday, July 19—21, 2021	Exhibit 1, Appendix 1
2024-086	Execute an agreement with the Fire Department and UAB PEM with respect to the change of medical directors	Exhibit 2, Appendix 2

2024-087	Accept the proposal submitted by Nimrod Long and Associates for the Locksley Drive Sidewalk Project	Exhibit 3, Appendix 3
2024-088	Execute an agreement with Cardinal Technology Consulting Services of Alabama with respect to AT&T related issues	Exhibit 4, Appendix 4
2024-089	Execute an agreement with Trobaugh and Company LLC with respect to tax and license auditing services	Exhibit 5, Appendix 5
2024-090	Authorize the sale or disposal of surplus property	Exhibit 6, Appendix 6
2024-091	Approve the beautification improvements on Stoneridge Drive traffic island	Exhibit 7, Appendix 7

Thereupon, the foregoing minutes and resolutions (Nos. 2024-085 through 2024-091), were introduced by Council President Virginia Smith and a motion for their immediate adoption made by Council Member Lloyd Shelton. The minutes and resolutions were then considered by the City Council. Council Member Gerald Garner seconded the motion to adopt the foregoing minutes and resolutions. Then, upon the question being put and the roll called, the vote was recorded as follows:

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

Nays: None

Abstained: None

Council President Virginia Smith thereupon declared that said minutes and resolutions (Nos. 2024-085 through 2024-091) were adopted by a vote of 5—0 and as evidence thereof he signed the same.

3. COMMENTS FROM RESIDENCES AND ATTENDEES

(There were no public comments)

4. ANNOUNCEMENT

Council President Virginia Smith announced the next regular meeting of the City Council is June 24, 2024, 7:00p.m.

5. ADJOURNMENT

There being no further matters for discussion Council President Virginia Smith adjourned the formal meeting at approximately 7:02 pm.

6. 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 June 10, 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 June 24, 2024

EXHIBIT 1

RESOLUTION NO. 2024-085

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that beginning at 12:01 a.m. on Friday, July 19, 2024, and ending at twelve midnight on Sunday, July 21, 2024, the City of Mountain Brook will exempt certain school supplies, computers, and clothing from municipal sales or use tax. Said sales and use tax exemption shall conform with respect to the time period, terms and conditions, and definitions as provided for the “Back-to-School” Sales Tax Holiday.

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Clerk is hereby instructed to send a certified copy of this resolution to the Alabama Department of Revenue, Attention: Pamela Spears, Sales, Use & Business Tax Division, Post Office Box 327900, Montgomery, Alabama 36132-7900, (pspears@revenue.alabama.gov), or fax (334) 242-8916 as required by Sales Tax Holiday Rule 810-6-3-.65 and Code of Alabama 1975, §11-51-210(e).

APPENDIX 1

EXHIBIT 2

RESOLUTION NO. 2024-086

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the Mountain Brook Fire Chief of the City is hereby authorized and directed, for and on behalf of the City, to execute an Agreement for the change in medical directors between the Mountain Brook Fire Department and UAB PEM, in the form as attached hereto as Exhibit A

APPENDIX 2

EXHIBIT 3

RESOLUTION NO. 2024-087

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby accepts the proposal submitted by Nimrod Long and Associates, in the form as attached hereto as Exhibit A, with respect to the Locksley Drive Sidewalk Project.

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the City Manager, or his designee, to issue a

purchase order and to execute such other documents that may be determined necessary with respect to said project.

APPENDIX 3

EXHIBIT 4

RESOLUTION NO. 2024-088

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes either the Mayor or City Manager to execute a consulting agreement with Cardinal Technology Consulting Services of Alabama, in the form as attached hereto as Exhibit A, with respect to AT&T related issues.

APPENDIX 4

EXHIBIT 5

RESOLUTION NO. 2024-089

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the execution of an agreement between the City and Trobaugh and Company, LLC, in the form as attached hereto as Exhibit A subject to such minor changes as may be determined appropriate as evidenced by the execution of the agreement, with respect to tax and license auditing services.

APPENDIX 5

EXHIBIT 6

RESOLUTION NO. 2024-090

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.

APPENDIX 6

EXHIBIT 7**RESOLUTION NO. 2024-091**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes City Manager to pay, or cause to be paid for and on behalf of the City, up to \$2,400.00 for materials and provide City labor and equipment to install beautification improvements on Stoneridge Drive traffic island as illustrated in Exhibit A attached hereto.

APPENDIX 7



Heather Richards <richardsh@mtnbrook.org>

MINUTE BOOK 94

Fwd: REMINDER 2024 Back-to-School Sales Tax Holiday

1 message

Jack Bankston <bankstonj@mtnbrook.org>
To: Heather Richards <richardsh@mtnbrook.org>

Fri, May 10, 2024 at 8:38 AM

I will need a resolution for this. We usually participate.

Jack L Bankston
Senior Revenue Examiner
City of Mountain Brook
205-602-3808 Direct line
bankstonj@mtnbrook.org

----- Forwarded message -----
From: Spears, Pamela <Pamela.Spears@revenue.alabama.gov>
Date: Thu, May 9, 2024 at 3:47 PM
Subject: REMINDER 2024 Back-to-School Sales Tax Holiday
To: bankstonj@mtnbrook.org <bankstonj@mtnbrook.org>

May 10, 2024

Locality Code 9135

REMINDER

REMINDER

2024 "Back-to-School" Sales Tax Holiday

July 19-21, 2024

Deadline to notify ADOR: June 19, 2024

The 2024 "Back-to-School" Sales Tax Holiday begins at 12:01 a.m. on Friday, July 19, 2024, and ends at twelve midnight on Sunday, July 21, 2024. As required by Rule 810-6-3-.65, a participating county or municipality shall submit a certified copy of their adopted resolution or ordinance providing for the Sales Tax Holiday, and any subsequent amendments thereof, to the Alabama Department of Revenue before June 19, 2024. The Department will compile this information into a list of all counties and municipalities participating in the "Back-to-School" Sales Tax Holiday and issue a current publication of the list on its website at: <https://revenue.alabama.gov/sales-use/sales-tax-holidays/>. Notification of participation in the sales tax holiday may not be included in the published list if received after June 19, 2024.

Retail businesses and the public need to know whether or not your locality will participate in the 2024 "Back-to-School" Sales Tax Holiday. Please put it on your calendar to discuss and vote on this matter soon and **notify** the ADOR of the decision.

IMPORTANT

RESPONSE REQUIRED

IMPORTANT

<https://mail.google.com/mail/u/0/?ik=60e4775052&view=pt&search=all&permthid=thread-f:1798665569400918241&siml=msg-f:17986655694009182...> 1/2

Participating? Send a certified copy of any **resolution, ordinance**, or amendment adopted by your locality.

Not Participating? Send an email, fax or letter (with signature line) stating: "The (City/Town/County) of _____ will not be participating in the 2024 Back-to-School Sales tax holiday." It is important that you inform us of that fact, otherwise, retailers and the public wonder if you are participating and forgot to notify the Department of Revenue.

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Retailers and the public rely on the list provided by the Department of Revenue and the Department cannot post a locality's participation status based on assumption; notification of nonparticipation or a copy of the resolution/ordinance from the locality is required.

Notification can be faxed, mailed or emailed:

FAX: 334-242-8916

MAIL: ALABAMA DEPARTMENT OF REVENUE

ATTN: Pamela Spears

Sales & Use Tax Division

Post Office Box 327900

Montgomery, AL 36132-7900

EMAIL: localtaxunit@revenue.alabama.gov
pspears@revenue.alabama.gov

QUESTIONS: 334-242-1443

Image001.emz
2K

APPENDIX 1

<https://mail.google.com/mail/u/0/?ik=80e4775052&view=pt&search=all&permthid=thread-f:1798665569400918241&siml=msg-f:17986655694009182...> 2/2



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Heather Richards <richardsh@mtnbrook.org>

MINUTE BOOK 93

AGREEMENT

Medical Director Agreement (Dr. Shea Duerring)

3 messages

Stacey Cole <coles@mtnbrook.org> Fri, May 24, 2024 at 4:09 PM
To: Heather Richards <richardsh@mtnbrook.org>
Cc: Christopher Mullins <mullinsc@mtnbrook.org>

Heather,

If approved by the council, the fire department will change medical directors in July. Could you please put the attached agreement on the next City Council's agenda for approval?

Thanks,
Stacey L. Cole
Deputy Chief / Emergency Operations
Mountain Brook Fire Department
Office: (205) 802-3833
Call: (205) 438-2569
Email: Coles@mtnbrook.org

Notice of Confidentiality: This transmission contains information that may be confidential and may also be privileged. Unless you are the intended recipient of the message (or authorized to receive it for the intended recipient), you may not copy, forward, or otherwise use it, or disclose its contents to anyone else. Please be aware that email communication can be intercepted in transmission or misdirected. If you have received this transmission in error, please notify me immediately at coles@mtnbrook.org and delete it from your system.

UAB-MBFD Agreement .doc
46K

Stacey Cole <coles@mtnbrook.org> Fri, May 24, 2024 at 4:10 PM
To: Heather Richards <richardsh@mtnbrook.org>

Whit Colvin has already signed off on the agreement.
[Quoted text hidden]

Heather Richards <richardsh@mtnbrook.org> Tue, May 28, 2024 at 11:49 AM
To: Stacey Cole <coles@mtnbrook.org>

Received. I will add it to the June 10th Agenda.

Heather Richards
City Clerk
City of Mountain Brook
P.O. Box 130009
Mountain Brook, AL 35213
Direct - 205-802-3823
Facsimile - 205-874-0611

[Quoted text hidden]

This Agreement is entered into by and between Mountain Brook Fire Department, hereinafter referred to as "Client", and The University of Alabama Health Services Foundation, P.C. on behalf of UAB Division of Pediatric Emergency Medicine hereinafter referred to as "UAB PEM", for the purposes as hereinafter set forth, effective as of 07/01/2024.

DUTIES OF UAB PEM

UAB PEM agrees to provide Dr. Shea A. Duerring to serve as medical director as follows:

- A. Dr. Duerring will perform the following duties.
• Conduct Medical Chart Review
• Assist with annual In-Service Education.
• Assist with Annual Skills Evaluation
• Provide Offline Medical Control
• Provide real time, online medical control on selected days as needed.
• Provide response for on scene medical direction and provide advanced field care as needed
B. Dr. Duerring will be granted availability for direct observation of patient care by all providers as requested by and deemed necessary by Dr Duerring.
C. Dr Duerring will have no hiring or firing responsibilities but will have the ability to remove/suspend from patient care responsibilities any provider within the organization as deemed necessary in the interest of patient safety.
D. Dr. Duerring will be granted the availability for direct patient care in the pre-hospital setting, with access to appropriate safety gear.

WHEREAS, UAB PEM can provide such services through the consulting services of its employees, Shea A. Duerring MD

NOW, THEREFORE, IN CONSIDERATION OF THESE PREMISES, and in further consideration of the terms and covenants herein contained, the parties do agree as follows:

- 1. ENGAGEMENT: Client hereby engages and retains UAB PEM to perform, and UAB PEM shall perform, such services as set forth above. In the event Client wishes to have UAB PEM render services not specified by this Agreement, a separate mutually acceptable written agreement shall be made to cover such services.
2. PRINCIPAL EMERGENCY MEDICINES: It is contemplated and agreed that Shea A. Duerring MD perform the duties and obligations pursuant to this Agreement.
3. DELEGATION OF DUTIES, it is expressly understood that the services to be performed by UAB PEM hereunder, unless otherwise specified herein, shall not without the prior written consent of Client, be delegated to or performed by any person or entity other than Shea A. Duerring, MD. UAB PEM shall be responsible to Client for the professional, responsible, and timely performance of all services performed Shea A. Duerring MD pursuant to this Agreement.

APPENDIX 2

- 4. COMPENSATION AND PAYMENT, Compensation will be in the form \$458.33 billed and paid per month by the client.
5. CLIENT SUPPORT AND SERVICES, Client agrees to cooperate fully with UAB PEM in the performance of its obligations hereunder, in identifying and making available to UAB PEM those parties affiliated with Client who are necessary to the project undertaking; in providing all relevant information and other necessary inputs in a timely manner; in distributing information and materials provided by UAB PEM in a timely manner; and in all other reasonable ways.
6. CONFIDENTIALITY, Parties agree not to divulge, communicate, use to the detriment of the other party or for the benefit of any other business, firm, person, partnership, or corporation or otherwise misuse any of the other parties' confidential information, data, trade secrets, records, supply lists, pricing policies and records, inventory record, personal information, and such other information normally understood to be confidential or otherwise designated as such by the other party, which may be acquired, obtained, or become privy to in the performance of services pursuant to this Agreement. Notwithstanding, the provisions of this Paragraph 6 in no way limit the parties' ability to satisfy any governmentally required disclosure or to respond to subpoena or legal process, and do not apply to information of the disclosing party that (a) was previously known to the receiving party; (b) is independently developed by the receiving party; (c) is disclosed to the receiving party by a party which is not a party to this agreement; or (d) is available to the public.
7. TERM OF AGREEMENT, This Agreement shall become effective 07/01/2024 The Client will review the progress of the agreement biannually. UAB PEM shall not incur any expense without prior written approval of Client after the written notice of termination is given. Notice of termination shall be deemed to have been given on the date of delivery of first attempted delivery of the letter giving such notice, which shall be mailed to the other party by registered or certified mail.
8. BENEFIT, This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives, successors, and assigns.
9. PARAGRAPH HEADINGS, The Paragraph Headings contained in this Agreement are for convenience only and shall in no manner be construed as part of this Agreement.
10. REPRESENTATION, none of the parties are authorized or empowered to act as an agent for any other purpose unless expressly authorized in writing to do so and shall not, on behalf of the other, enter any contract, warranty, or representation as to any matter. None of the parties shall be bound by the acts or conduct of any other.
11. ENTIRE AGREEMENT, the parties agree that this written Agreement and any attachments incorporated herein by reference constitute the entire agreement between the parties and that neither party shall be responsible for any terms or conditions not expressly stated herein. Any additions or deletions to this Agreement shall be void and unenforceable unless in writing and signed by both parties.
12. AUTHORIZED REPRESENTATIVES, the persons signing this Agreement on behalf of Client and UAB PEM expressly warrant that they do so as the authorized agents or representatives of Client and UAB PEM.

- 13. NOTICE, all notices given hereunder will be in writing and served by registered or certified mail, return receipt requested, postage prepaid, to the following parties:

Client: Mountain Brook Fire Department
102 Tibbett Street
Mountain Brook, Alabama 35213

UAB PEM: UAB Division of Pediatric Emergency Medicine
Shea A. Duerring, MD
1606 5th Ave. S.
CPP1, Suite 110
Birmingham, AL 35233-0011

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officer, effective the date first above written.

PEDIATRIC EMERGENCY MEDICINE

The University of Alabama Health Services
Foundation, P.C.
On Behalf of UAB Division of Pediatric Emergency Medicine

By: Jason Daniel
Jason Daniel M.B.A.
Vice President
The University of Alabama Health Services
Foundation, P.C.
Senior Executive Administrator SOM
500 22nd Street South, Suite 504
Birmingham, AL 35233
Telephone: 205-731-9600
Social Security or FEIN:
63-0649108

Date: 06/17/2024

CLIENT

Mountain Brook Fire Department

By: Chris J. Mullins
Chris J. Mullins
Fire Chief
Mountain Brook Fire Department
102 Tibbett Street
Mountain Brook, Alabama 35213
Telephone: (205) 802-3838
FEIN: 63-6001325

Date: June 11 2024

L O N G

Land Planners
Landscape Architects
Urban Designers

May 31, 2024

Mr. Sam Gaston
City of Mountain Brook
56 Church Street
P.O. Box 130009
Mountain Brook AL 35213

Dear Sam:

Nimrod Long and Associates is pleased to provide this proposal for landscape design services for the extension of the sidewalk on Locksley Drive. We look forward to working with the City of Mt. Brook to complete another component of the sidewalk masterplan.

It is our understanding that the proposed sidewalk will join up with the portion of the Locksley sidewalk being installed by MB Public Works, which is yet to be completed. Our design work is to start near the end of the property at 3615 Locksley Drive (near Rycroft Rd.) and extend past 3611 Locksley Drive and along the corner lot at 3201 North Woodridge Road. This extension of the sidewalk has many trees and stone retaining walls close to the street, which will require some tree removal and replacement of the retaining walls.


Our work includes design drawings for review with the City, followed by Construction Documents for Public Bid including layout and details for sidewalk, retaining walls, mailbox structures, new plantings, miscellaneous items as needed, and written specifications.

To perform this design, we will need a topographic survey, which we understand the City will provide. Our services do not include the cost of the survey, but we will furnish a list of key items we will need on the survey.

We propose to provide these services based on a lump sum fee not to exceed \$18,500.00. Reimbursable expenses are in addition to fees and include travel, copying, postage, and printing bid documents. Fees for work completed and expenses will be invoiced monthly.

We look forward to the opportunity of working with the city on this project. If you have any questions or comments about the ideas presented in this proposal, please feel free to call.

Sincerely,


Joel Eliason, ASLA
President

860 Montclair Road, Suite 235, Birmingham AL 35213 Tel: 205 323-6972 Fax: 205 324-6128

June 6, 2024

Mr. Dave Giddens
Nimrod Long and Associates, Inc.
880 Montclair Rd, Ste 235
Birmingham, AL 35213

Re: Survey Proposal for Locksley Dr Sidewalk Project (AE Proposal #S24-4097).

Dear Dave,

We appreciate this opportunity to provide surveying services. Our proposal for the above referenced project is as follows:

Scope of Service:

Provide surveying services as outlined in your RFP e-mail dated 6/6/2024.

Fee: \$6,200.00

If this proposal, and the attached terms and conditions, are acceptable, your signature will serve as our mutual agreement. We appreciate the opportunity to provide this proposal. We thank you for your consideration and look forward to working with you. If you have any questions concerning the scope of services or need additional information, please feel free to give us a call.

Approved and Accepted by:

By:  Date: 6-10-2024

Sincerely,


Jeff Arrington
President

APPENDIX 3

**ARRINGTON ENGINEERING & LAND SURVEYING, INC.
TERMS AND CONDITIONS**

I. HOURLY RATE SCHEDULE

Professional Engineer P.E.	\$150.00
Professional Land Surveyor, P.L.S.	\$150.00
Engineer Intern E.I.	\$ 75.00
CADD Technician	\$ 75.00
Survey Crew	\$200.00
Secretarial Services	\$ 35.00
Additional Copies	Cost

II. BASIS AND CONDITION OF PAYMENTS

- A. **BILLING CYCLE.** ARRINGTON ENGINEERING will bill the client on a monthly basis on projects with duration of 30 days or more.
- B. **TIME OF PAYMENT.** The CLIENT shall pay ARRINGTON ENGINEERING within thirty (30) calendar days after receipt of the associated invoice.
- C. **OTHER PROVISIONS CONCERNING PAYMENT.**

1. If the client fails to make any payment due ARRINGTON ENGINEERING for services and expenses within thirty (30) calendar days after receipt of ARRINGTON ENGINEERING invoice, the amounts shall include a charge at the rate of one and one-half percent (1.5%) per month and in addition, ARRINGTON ENGINEERING may, after giving seven days' notice to the CLIENT, suspend services under this Agreement until ARRINGTON ENGINEERING has been paid in full all amounts due ARRINGTON ENGINEERING for services and expenses.
2. Should it be necessary to collect this account through an attorney, the CLIENT agrees to pay all costs of collection, including all reasonable attorney's fees and fees for trials or appeals. In the event of termination upon completion of any task of the Basic Services, progress payments due to ARRINGTON ENGINEERING for services rendered through completion of such task shall constitute total payment for such services. In the event of termination during any task of the Basic Services, ARRINGTON ENGINEERING will be paid for services rendered on that task as if the services on said uncompleted task were Additional Services through the date of termination.
3. ARRINGTON ENGINEERING shall be paid in full for all services rendered under this Agreement, including any additional services authorized by Client in excess of those stated in this Agreement.
4. The CLIENT'S obligation to pay under this Agreement is in no way dependent upon the CLIENT'S ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or the financial viability of the project.

III. STANDARD PROVISIONS

- A. **NOTIFICATION OF DEFECTS.** In order to mitigate losses from any claimed deficiency in the service(s) rendered by ARRINGTON ENGINEERING notification must be promptly given of such claimed deficiencies.
- B. **TERMINATION OF AGREEMENT.** This agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. This Agreement may be terminated by the CLIENT upon at least seven (7) days written notice to ARRINGTON ENGINEERING, in the event that the Project is permanently abandoned.
- C. **MISCELLANEOUS PROVISION.**
 1. This agreement shall be governed by the laws of the State of Alabama.
 2. This Agreement represents the entire integrated agreement between the CLIENT and ARRINGTON ENGINEERING and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written Instrument signed by both the CLIENT and ARRINGTON ENGINEERING.
 3. Annual rate adjustments may be made.

IV. DOCUMENTATION AND WORK PRODUCTS

- A. **OWNERSHIP OF WORK PRODUCTS.** All original reports, sketches, tracings, drawings, computations, details, design calculations and other documents and plans that result from ARRINGTON ENGINEERING services under this Agreement are and remain the property of ARRINGTON ENGINEERING as instruments of service.
- B. **REUSE OF DOCUMENTS.** All documents including drawings and specifications prepared by ARRINGTON ENGINEERING pursuant to this Agreement are instruments of service in respect to the Project. They are not intended for, or represented to be suitable for, reuse by the CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ARRINGTON ENGINEERING for the specific purposes intended will be at the CLIENT'S sole risk and without liability or legal exposure to Arrington Engineering. The CLIENT shall indemnify and hold Arrington Engineering harmless from all claims, damages, losses and expenses including all attorney's fees, trials, or appeals arising out of or resulting from any reuse.

Acceptance by Client:

By:  Date: 6-10-2024

THIS CONSULTING AGREEMENT (the "Agreement") is dated this 10th day of June, 2024.

CLIENT

City of Mountain Brook
56 Church Street, Mountain Brook, Al
35213
(the "Client")

CONSULTANT

Cardinal Technology Consulting Services
of Alabama
848 Griffin Park View, Birmingham, Al
35242
(the "Consultant")

BACKGROUND

- A. The Client is of the opinion that the Consultant has the necessary qualifications, experience and abilities to provide consulting services to the Client.
- B. The Consultant is agreeable to providing such consulting services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Consultant (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

- 1. The Client hereby agrees to engage the Consultant to provide the Client with the following consulting services (the "Services"):
 - Evaluate and develop existing accounts, contracts, and service inventory to create an easily managed roadmap for adds/moves or changes and simplify billing with an emphasis on fewer billing issues

Research/Rectify non-returned router fee on account 831-000-7341-732

Design and Implement new WAN Solution to ASEoD, to include pre-planning with IT Staff and the project management

Consolidation of long distance and POTS accounts. Evaluate where copper services

9. Invoices submitted by the Consultant to the Client are due within 30 days of receipt.

REIMBURSEMENT OF EXPENSES

- 10. The Consultant will be reimbursed from time to time for reasonable and necessary expenses incurred by the Consultant in connection with providing the Services.
- 11. All expenses must be pre-approved by the Client.

CONFIDENTIALITY

- 12. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
- 13. The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
- 14. All written and oral information and material disclosed or provided by the Client to the Consultant under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.

OWNERSHIP OF INTELLECTUAL PROPERTY

- 15. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
- 16. The Consultant may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Consultant will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

RETURN OF PROPERTY

- 17. Upon the expiration or termination of this Agreement, the Consultant will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

might be eliminated or replaced with fiber or wireless services

Rebuild AT&T Business Center Portal to separate City of Mountain Brook billing accounts and manage the WAN

Revisit AT&T Reactive DDoS and Enterprise Traffic Protector, to include security consult with IT Staff

Post-Implementation contract and billing review, with quarterly reconciliation/ stewardship report; and

- Cardinal Technology Consulting is local to the city of Mountain Brook and available to come in to work directly with your team as well as manage the day to day business for your AT&T services.

2. The Services will also include any other consulting tasks which the Parties may agree on. The Consultant hereby agrees to provide such Services to the Client.

TERM OF AGREEMENT

- 3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until June 10, 2025 subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.
- 4. In the event that either Party wishes to terminate this Agreement prior to June 10, 2025 that Party will be required to provide 10 days' written notice to the other Party.

PERFORMANCE

- 5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

CURRENCY

- 6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

COMPENSATION

- 7. The Consultant will charge the Client a flat fee of \$12,000.00 for the Services (the "Compensation").
- 8. The Client will be invoiced as follows:
 - Payment in full is expected within 30 days of a signed contract to retain Cardinal Technology Consultants.

- 18. In providing the Services under this Agreement it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Consultant during the Term. The Consultant is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Consultant under this Agreement.

RIGHT OF SUBSTITUTION

- 19. Except as otherwise provided in this Agreement, the Consultant may, at the Consultant's absolute discretion, engage a third party sub-contractor to perform some or all of the obligations of the Consultant under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.
- 20. In the event that the Consultant hires a sub-contractor:
 - the Consultant will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Consultant.
 - for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Consultant.

AUTONOMY

- 21. Except as otherwise provided in this Agreement, the Consultant will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Consultant will work autonomously and not at the direction of the Client. However, the Consultant will be responsive to the reasonable needs and concerns of the Client.

EQUIPMENT

- 22. Except as otherwise provided in this Agreement, the Consultant will provide at the Consultant's own expense, any and all equipment, software, materials and any other supplies necessary to deliver the Services in accordance with the Agreement.

NO EXCLUSIVITY

- 23. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

NOTICE

APPENDIX

24. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

- a. City of Mountain Brook
56 Church Street, Mountain Brook, Al 35213
- b. Cardinal Technology Consulting Services of Alabama
848 Griffin Park View, Birmingham, Al 35242

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

INDEMNIFICATION

25. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

MODIFICATION OF AGREEMENT

26. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

TIME OF THE ESSENCE

27. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

ASSIGNMENT

28. The Consultant will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

29. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

ENUREMENT

30. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

31. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GENDER

32. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

33. This Agreement will be governed by and construed in accordance with the laws of the State of Alabama.

SEVERABILITY

34. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.


WAIVER

35. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

APPENDIX 4

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this 10th day of June, 2024.

City of Mountain Brook
Per:  (Seal)
Officer's Name: Amanda Grubbs

Cardinal Technology Consulting Services of Alabama
Per:  (Seal)
Officer's Name: Chris Authement

4/22/24, 5:15 PM

City of Mountain Brook Mail - Re: Cardinal Technology Consulting Agreement



City of Mountain Brook

Steve Boone <boones@mtnbrook.org>

Re: Cardinal Technology Consulting Agreement

1 message

Gilbert Aban <abang@mtnbrook.org>
To: Steve Boone <boones@mtnbrook.org>
Cc: IT personnel <itpersonnel@mtnbrook.org>

Mon, Apr 22, 2024 at 4:33 PM

Evaluate and develop existing accounts, contracts, and service inventory to create an easily managed roadmap for adds/moves or changes and simplify billing with an emphasis on fewer billing issues

They will do a deep dive on our current inventory and provide documentation of locations/services/number of lines and uses.

Research/Rectify non-returned router fee on account 831-000-7341-732

This was the router that was found with their help. We were being billed for the cost of the router but now we can send it back and not get billed for it.

Design and implement new WAN Solution to ASEoD, to include pre-planning with IT Staff and the project management

ATT is moving away from copper services and they are offering to replace our existing ASE classic to ASE on demand (ASEoD). These services provide connection to our WAN sites like PR, PW, S2, S3. Supposedly this will lower the cost by about an estimated \$300 a month or we can use the money to upgrade to faster connections. They will help in ordering circuits, manage the orders and make sure billing is correct

Consolidation of long distance and POTS accounts. Evaluate where copper services might be eliminated or replaced with fiber or wireless services

At first glance they noticed that we have POTS lines and copper services. With the deep dive they can tell us more if we can move to fiber or wireless solutions and maybe decrease costs.

Rebuild AT&T Business Center Portal to separate City of Mountain Brook billing accounts and manage the WAN

The ATT business center portal has always been problematic. We rely on this site to check on our bills/invoices. Sometimes the site will not show the invoices and we have to call ATT to send us a digital copy. When we get ASEOD they might be able to use this new site to set up a new city of mountain brook profile that will show only our bills instead of all of Alabama.

Revisit AT&T Reactive DDoS and Enterprise Traffic Protector, to include security consult with IT Staff

These are security services for our internet access. They want to see if we still need this or move to better security solutions that match our needs

Post-Implementation contract and billing review, with quarterly reconciliation/stewardship report;

will meet quarterly to discuss new problems. They will provide detailed reports for all accounts, billing and contracts.

They can provide us with another set of eyes with specific ATT knowledge. Maybe there are things we do not know that they can help us with. The projects and other issues they can work on will free up IT time to focus on IT day to day activities.

Thank you,

June 10, 2024

Avoid Malware and Scams -Always stop, look, and think before you click!

1. **Don't click on suspicious e-mail attachments: Most viruses and worms arrive on your PC in the form of e-mail attachments.**
 2. **Be cautious of the return address: Though an e-mail message may claim it's from your bank, your ISP, or even your boss, that doesn't mean it is.**
 3. **Be cautious of the message: To persuade you to launch a virus-laden mail attachment or provide your personal information, virus authors must earn your trust.**
 4. **Be cautious of the link: A link in an e-mail message that claims to point to a bank (ex.) web site may not really go there.**
- *** If you suspect or detect any suspicious activity please notify us immediately. *****

On Mon, Apr 22, 2024 at 2:13 PM Steve Boone <boones@mtnbrook.org> wrote:
Explain what all they will be doing under the proposed contract.

On Mon, Apr 22, 2024 at 1:50 PM Gilbert Aban <gaban@mtnbrook.org> wrote:
In addition they just helped us track a router (1,035.61) that we were supposed to send back and in dealing with ATT could not provide us with information as to model, serial number, tracking number etc.

Thank you,

Avoid Malware and Scams -Always stop, look, and think before you click!

1. **Don't click on suspicious e-mail attachments: Most viruses and worms arrive on your PC in the form of e-mail attachments.**
 2. **Be cautious of the return address: Though an e-mail message may claim it's from your bank, your ISP, or even your boss, that doesn't mean it is.**
 3. **Be cautious of the message: To persuade you to launch a virus-laden mail attachment or provide your personal information, virus authors must earn your trust.**
 4. **Be cautious of the link: A link in an e-mail message that claims to point to a bank (ex.) web site may not really go there.**
- *** If you suspect or detect any suspicious activity please notify us immediately. *****

On Mon, Apr 22, 2024 at 11:30 AM Steve Boone <boones@mtnbrook.org> wrote:
Look over this agreement. Are you satisfied these services are worth \$12,000? Contract specifies 4/18/2024. She probably means 4/18/2025?

----- Forwarded message -----
From: Chris Authement <chris@cardinaltechconsulting.com>
Date: Mon, Apr 22, 2024 at 11:09 AM
Subject: Re: Cardinal Technology Consulting Agreement
To: Annette Authement <annette@cardinaltechconsulting.com>, Steve Boone <boones@mtnbrook.org>
Cc: Sam Gaston <sgastons@mtnbrook.org>

Hi All - it seems we are having some technical issues, but you should be able to view this attachment now.

Please confirm once you're able to review.

Thanks,
Chris

From: Annette Authement <annette@cardinaltechconsulting.com>
Sent: Monday, April 22, 2024 10:59 AM
To: Steve Boone <boones@mtnbrook.org>
Cc: Sam Gaston <sgastons@mtnbrook.org>; Chris Authement <chris@cardinaltechconsulting.com>
Subject: Re: Cardinal Technology Consulting Agreement

I apologize but let me go back to the original and re-download and I'll send it again. It's good on my side. Thanks for letting me know!
Annette

Get Outlook for iOS

From: Steve Boone <boones@mtnbrook.org>
Sent: Monday, April 22, 2024 10:55:37 AM
To: Annette Authement <annette@cardinaltechconsulting.com>
Cc: Sam Gaston <sgastons@mtnbrook.org>; Chris Authement <chris@cardinaltechconsulting.com>
Subject: Re: Cardinal Technology Consulting Agreement

This document is blank.

On Mon, Apr 22, 2024 at 10:44 AM Annette Authement <annette@cardinaltechconsulting.com> wrote:

Gentlemen,

The attached is what Cardinal Technology would like to propose as a consulting agreement to work with the City of Mountain Brook on the objectives mentioned in the contract. After reviewing the bills, we feel certain that we would be of value to you and your IT team, for bill analysis and cost management, managing the ordering and install and bill reviews of any new projects and as a trusted resource to your IT department. We will work to make sure you know what is happening in the world of technology that will help the City of Mountain Brook remain a premiere city to live and work in.

I have already tracked down the router tracking number and the serial number/make/model, etc. that Gilbert needs. Hopefully, he can find it still there and if not, we could take that to AT&T to work with to find a resolution.

Please let me know what questions you may have.

Best Regards,

Annette Authement
205.531.9311



Tech Consulting



APPENDIX 4

STATE OF ALABAMA)
JEFFERSON COUNTY)

AGREEMENT

This Agreement made and entered in on 1st day of August 2024, by and between the City of Mountain Brook, Alabama, a municipal corporation ("the City") and Trobaugh and Company, LLC. ("Trobaugh").

Whereas, City is in need of an agent capable of performing certain auditing services; and

Whereas, Trobaugh has met, or will meet, the requirements under the Local Tax Procedures Act of 1998, and contained in Code of Alabama 1975 ("Act") and is capable of performing certain auditing services, such as the verification of records relating to contracts, subcontracts, purchase invoices, sales invoices, leases and other data pertaining to certain fees and taxes which may be payable to City, including, business licenses, occupational taxes, sales taxes, use taxes, lease rental taxes, lodging taxes and other taxes, building permits and franchise fees; and

Whereas, the City and Trobaugh desire to enter into a contract under which Trobaugh shall provide to City the services set forth herein.

Now, therefore, in consideration of the premises and agreements hereinafter set forth, City and Trobaugh agree as follows:

1. Services. During the term of this Agreement, Trobaugh agrees to perform the following services for City:

The examination and verification of records, contracts, subcontracts, purchase invoices, sales invoices, leases and other data pertaining to operations which might require a party to obtain a business license, a building permit or other permit from City, require a party to pay a franchise fee to City and/or require a party to pay one or more of the following taxes to City: occupational tax, sales tax, use tax, lease/rental tax, lodging tax and any other tax which may be payable to City. Before a preliminary assessment is made against a taxpayer, Trobaugh may, at its discretion, notify the taxpayer that it has a ten (10) day review period, and Trobaugh shall furnish the taxpayer the information required under the Taxpayers' Bill of Right and Uniform Revenue Procedures Act (§ 40-2A-1 et seq., Code of Alabama, 1975). If the statute of limitations rule or other compelling condition exists, Trobaugh will notify the City and request the City file the appropriate assessment to protect the City. Trobaugh will, after the ten (10) day review period, if used, will enter a preliminary assessment against the taxpayer if payment has not been received. If, after the thirty (30) day preliminary assessment period, payment has not received, Trobaugh will deliver the taxpayer audit to the City for final assessment against the taxpayer.

2. Conditions of Work. Trobaugh may employ a broad range of methods of work with prior approval of and coordination with the Revenue Officer of City so long as such methods are consistent with established and acceptable business practices for professional auditors and do not result in discredit or liability upon the City. Trobaugh shall demonstrate a high degree of consistency and regularity with respect to contacts made with taxpayers in performing its duties pursuant to this Agreement.

3. Fee for Services.

(a) The City shall pay Trobaugh Ninety Dollars (\$90.00) per hour for services rendered by Trobaugh pursuant to this Agreement.

(b) Trobaugh shall pay all local travel and other expenses incurred in the performance of all audits performed by Trobaugh or anyone in its employment. Trobaugh shall be reimbursed for its expenses in connection with out-of-town travel, to the extent allowed under Code of Alabama 1975, §40-2A-6(d), which sums shall be payable by taxpayer.

(c) All revenue generated by audits shall be received by Trobaugh in the form of a check made payable to the City of Mountain Brook and shall be turned over to City as soon as possible, but in no event later than twenty-one (21) days after receipt by Trobaugh.

(d) Trobaugh shall submit invoices for its services to City. Payment shall be due and payable within thirty (30) days of the receipt of each invoice.

(e) Trobaugh shall commence work on an audit or project as soon as possible for City and will act in accordance with §40-2A-13, Code of Alabama, 1975 which states "A private examining or collecting firm representing more than one self-administered municipality or more than one self-administered county on the date of the first contact with a taxpayer shall examine the taxpayer's books and records for all such self-administered municipalities and counties simultaneously....".

4. Term. The term of this Agreement shall commence as of the 1st day of August 2024 and expire on 31st day of July 2027. Provided, that either the City or Trobaugh may terminate this Agreement at any time, without the payment of penalty, fee or other charge, by giving the other party hereto at least sixty (60) days' prior written notice of termination.

5. Primary Auditor. During the term of this agreement, the City agrees that Trobaugh shall be its primary auditor for business licenses, building permits, franchises, occupational taxes, lease/rental taxes, lodging taxes, sales taxes, sellers use taxes and use taxes. The City reserves the right to use in-house auditors and/or other auditors from time to time. Trobaugh & Company, LLC reserves the right to use other private auditing firm[s] as necessary in conjunction with Trobaugh & Company, LLC's efforts in auditing taxpayers. Examples: [1] Statute of limitations. [2] Time constraints of Trobaugh & Company, LLC auditors. [3] Other compelling condition exists.

6. Assignment. Trobaugh may not assign its rights or obligations under this Agreement without the prior written approval of the Mayor of City, or the City Manager of City.

7. Binding Effect. This agreement shall be binding upon the parties hereto and their respective successors and assigns.

8. Governing Law. This agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Alabama.

9. Entire Agreement. This agreement contains the entire understanding of the City and Trobaugh and supersedes all previous verbal and written agreements and may only be modified by a document signed on behalf of Trobaugh and on behalf of the City, by its Mayor.

IN WITNESS WHEREOF, City of Mountain Brook has caused this Agreement to be executed by its duly authorized Mayor and Trobaugh and Company has caused this Agreement to be executed by its duly authorized corporate officers, all as of August XX, 2024.

Attest: Heather Richards, Its City Clerk

City of Mountain Brook Stewart H. Welch, III, Its Mayor

Trobaugh & Company, LLC

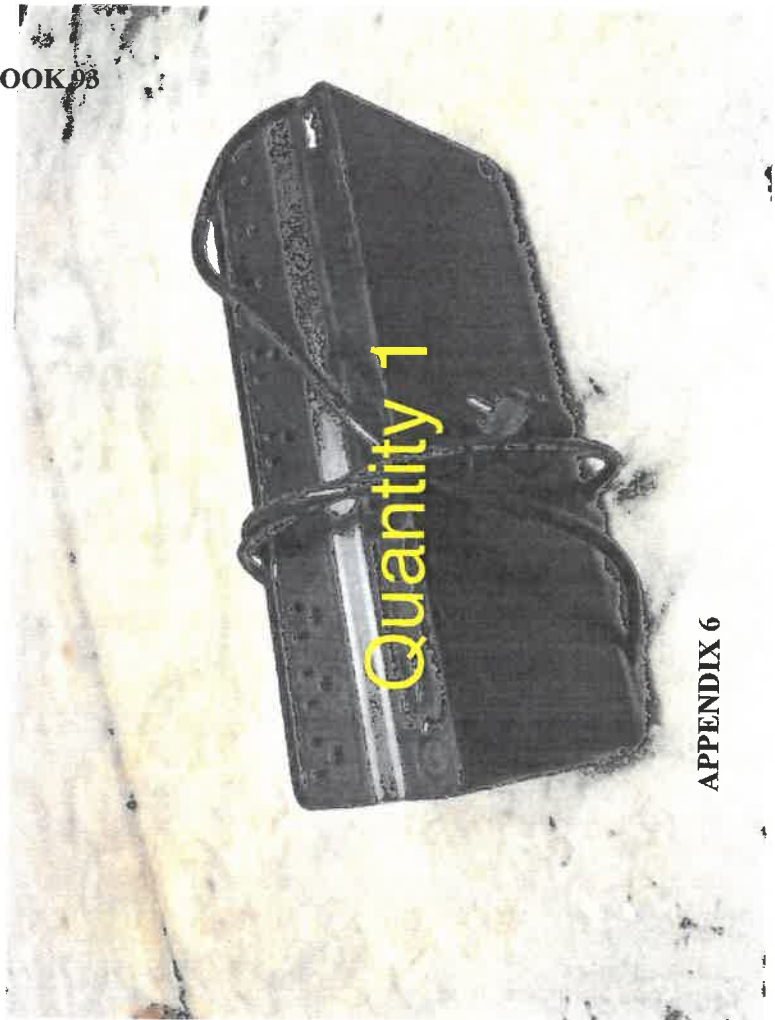
By: John D. Trobaugh, Its Managing Member

APPENDIX 5

Surplus

Trash Bins - 3

The large bin is 36" high, 24" wide, and 28" deep
The smaller two bins are 30" high and 20 1/2" wide



APPENDIX 6





Quantity 1

APPENDIX 6

Quantity 1

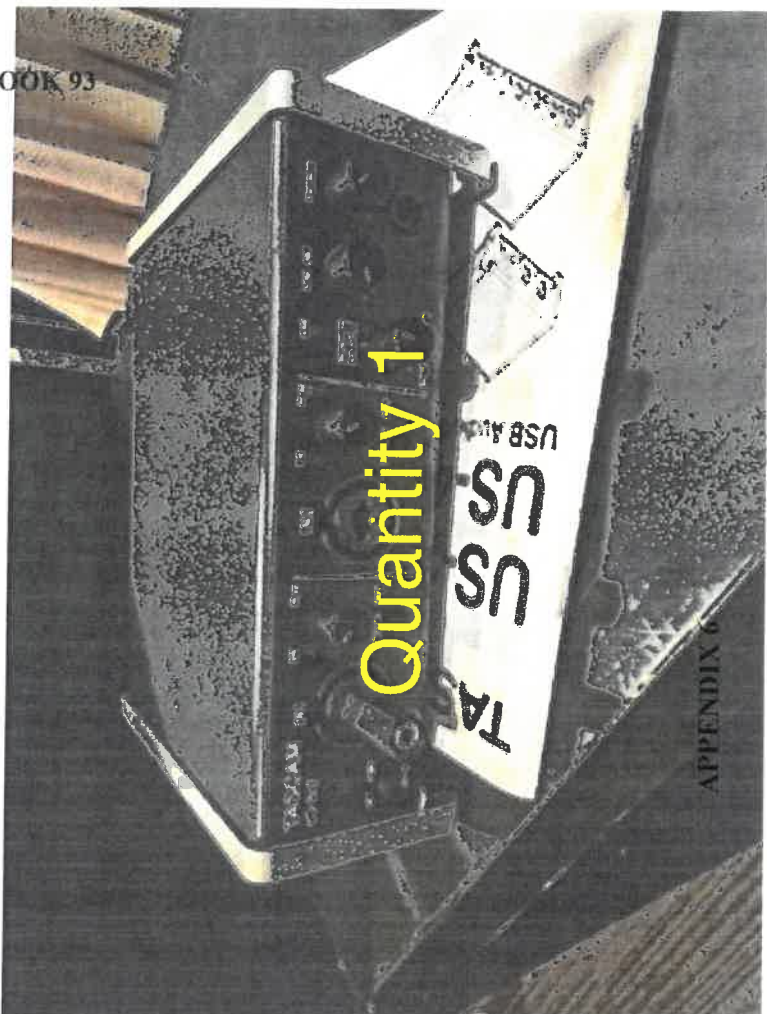
ESP

Quantity 1

Quantity 10



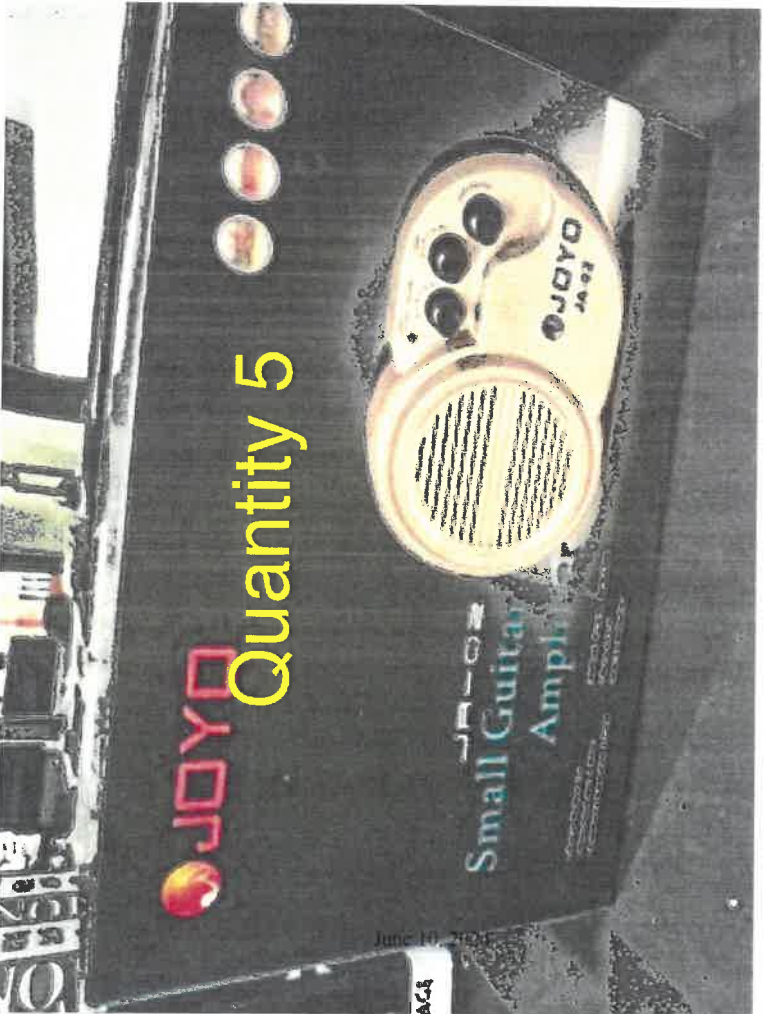
Quantity 1



Quantity 2



Quantity 5



Quantity 1

Quantity 3

APPENDIX 6

Quantity 2

Quantity 1

360

MINUTE BOOK 93

Island Location Dunbarton by the Cahaba Island on Stoneridge Drive

Area of Island 8,200 sq ft Max City Contribution \$3,000

(< 3,000 sq ft = \$1,000; 3,000-6,000 sq ft = \$2,000; > 6,000 sq ft = \$3,000)

Sketch of Design



Other Details

The sign was redone back in 2020. There has been a steady decline in the roses, grasses, and junipers on the islands. We will remove everything except the hollies and existing trees and plant encore azaleas and liriopse. The circle at the end will be planted with a nuttall oak and liriopse this fall. The street sign will need to be moved and we will work with PW on that. We believe this change will not only look better, but make maintenance easier on the Parks and Rec department.

Materials needed	Cost
Dwarf White encore azaleas (<3ft tall)	\$900
Liriopse (<18" tall)	\$900
Nuttal Oak	\$200
Mulch & misc	\$300
Total Cost	\$2,400

Resident Contact Information

Name	Email
Jan Jaffe	jjaffe@aol.com
Stephanie Sklar	sklarhome@gmail.com
Bonnie Lorino	bonnielorino@gmail.com

Partnership Agreement

The City will maintain the island like before.

Island Committee Comments

Date May 24, 2024

Helen Drennen and Aimee Reese worked on this project with the neighbors and me. We all agreed on the plants and design.

Police Department Comments

Date May 31, 2024

Jason Rhoads said the plans look fine as long as the new plants do not impede motorist sidelines.

Council Comments:

Date: June 10, 2024

Amount approved: _____

Construction Issues/Comments/Adjustments

Before Picture:

After Picture:

APPENDIX 7

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