

**MOUNTAIN BROOK CITY COUNCIL  
MEETING AGENDA**

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

**MAY 27, 2014 – 7:00 P.M.**

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1. Approval of the minutes of the May 12, 2014 regular meeting of the City Council.
2. Consideration: Resolution awarding the bid for the purchase of firefighter turnout gear.
3. Consideration: Resolution awarding the bid for the purchase of firefighter helmets.
4. Consideration: Resolution authorizing the execution of a professional services agreement between the City and Skipper Consulting, Inc. for a traffic study and conceptual design of the intersection of Montevallo Road at Church Street.
5. Consideration: Resolution authorizing the execution of a professional services agreement between the City and Skipper Consulting, Inc. for a traffic study of the intersection of Cahaba Road/Lane Park/Culver Road, U.S. Highway 280.
6. Consideration: Resolution authorizing the execution of a professional services agreement between the City and Skipper Consulting, Inc. for the design of traffic signals for the intersection of Overton Road at Oakdale Drive and River Run Road (at Cahaba River Park).
7. Consideration: Resolution setting a public hearing for June 23, 2014 to consider an amendment to The Park at Overton Residential Infill District (RID) master development plan for the consolidation of two lots into one and limiting the development to eighteen (18) or fewer lots to allow for the future consolidation of lots (without Council approval).
8. Consideration: Resolution declaring certain property [computers and peripheral equipment] surplus and authorize their sale at public auction.
9. Public hearing: Consideration of a request to vacate the alleyway at “The Manning” located at 2400, 2404, 2408, 2418, 2420, 2422, and 2424 Cahaba Road and 2333 Lane Circle.
10. Announcement: The next regular meeting of the City Council will be June 9, 2014, at 7 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.
11. Other business.
12. Comments from residents.
13. Adjourn.

**MOUNTAIN BROOK CITY COUNCIL**

**PRE-MEETING DISCUSSION  
MAY 12, 2014**

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The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 5:30 p.m. on Monday, the 12th day of May, 2014. The Council President called the meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President  
Amy G. Carter, Council President Pro Tempore  
Jack D. Carl  
William S. Pritchard, III  
Jesse S. Vogtle, Jr.  
Lawrence T. Oden, Mayor

Also present were City Attorney Whit Colvin, City Manager Sam Gaston, and City Clerk Steven Boone.

**1. AGENDA**

1. Draft driver motor vehicle policy. (Resolution No. 2014-057 was added to the formal agenda.)
2. Chief Ezekiel presented a software purchase request to the Mayor and Council to enhance connectivity for mobile computers used in public safety vehicles. (Motion No. 2014-058 was added to the formal agenda.)
3. Mike Morrison and Billy Angell spoke to the Mayor and City Council concerning mobile vendors/food trucks (Appendix 1).

The members of the City Council expressed general consensus with the notion of imposing strict regulations to effectively eliminate mobile merchants/retailers from operating in the City. The members of the City Council and Mayor expressed mixed opinions with respect to mobile food service providers. The City Attorney was instructed to revise the draft ordinance and the matter will be discussed again on May 27.

4. Proposed amendment to the noise/construction ordinance (Appendix 2).

The members of the City Council expressed general consensus with the notion that residential use of power equipment by residents should not be regulated. There was some concern expressed over the days and hours that commercial/professional landscape service providers would be allowed to work. The draft ordinance will be revised and considered again on May 27. Before any action is taken, the Council expressed its desire to notify a [sample of] affected businesses of the proposed regulations.

5. Mr. and Mrs. Charles Stephens' annexation petition to the Mayor and Council for 5000 Spring Rock Road. (Ordinance No. 1905 was added to the formal agenda subject to the petitioners' execution of a protective covenant prohibiting the future subdivision of the subject property.)
6. A Council budget work session was set for Tuesday, May 20, 2014 at 8:00 a.m. Another Council work session was set for Tuesday, June 17, 2014 at 8:00 a.m. to discuss 2015 service agreements.

Upon conclusion of the City Council's review of the other formal [7 p.m.] agenda issues, Council President Smith stated that this meeting is adjourned.

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Steven Boone, City Clerk

**MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA  
MAY 12, 2014**

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The City Council of the City of Mountain Brook, Alabama met in public session in the City Hall Council Chamber (Room A108) at 7:00 p.m. on Monday, the 12th day of May, 2014. The Council President called the meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President  
Amy G. Carter, Council President Pro Tempore  
Jack D. Carl  
William S. Pritchard, III  
Jesse S. Vogtle, Jr.  
Lawrence T. Oden, Mayor

Also present were City Attorney Whit Colvin, City Manager Sam Gaston, and City Clerk Steven Boone.

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

**1. LEADERSHIP MOUNTAIN BROOK PRESENTATIONS**

Participants of 2013–2014 Leadership Mountain Brook class presented four project concepts intended to enhance or benefit the community (Appendix 1). The project concepts included: 1) blue light emergency call [telephone] system for Cahaba River Park (safety), 2) replace street lighting along Jemison Trail (aesthetics), 3) design and display of a new City flag (community branding), and 4) upgrade the exercise room workout equipment (employee health, welfare and morale).

**2. CONSENT AGENDA**

Council President 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 April 28, 2014 meeting of the City Council.

<b>2014-053</b>	Ratify the execution of a preventive maintenance service agreement between the City and Schindler Elevator Corporation for the municipal complex.	Exhibit 1, Appendix 2
<b>2014-054</b>	Declare a 1997 Spartan fire truck (VIN 4S7AT4297VC021821) surplus and authorizing its sale to the highest offer.	Exhibit 2
<b>2014-055</b>	Authorize the execution of listing and marketing commission agreement between the City and Brindlee Mountain Fire Apparatus, LLC for the marketing and sale of a 1997 Spartan fire truck.	Exhibit 3, Appendix 3
<b>2014-056</b>	Award the street paving bid and authorize the execution of a 3-year contract for same.	Exhibit 4, Appendix 4
<b>2014-057</b>	Approve and adopt the Motor Vehicle Record (MVR) policy and its incorporation into the City's Employee Handbook.	Appendix 5

**2014-058** Authorize the purchase of Net Motion software license (25 Appendix 6  
**Motion** seats) for the City's public safety mobile data terminals in the amount of \$9,843.75 to be paid from the City's E911 Fund.

Thereupon, the foregoing minutes, resolutions, and motion were introduced by Council President Smith and their immediate adoption was moved by Council member Pritchard. The minutes, resolutions, and motion were then considered by the City Council. Council member Vogtle seconded the motion to adopt the foregoing minutes, resolutions, and motion. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Virginia C. Smith, Council President  
 Amy G. Carter, Council President Pro Tempore  
 Jack D. Carl  
 William S. Pritchard III  
 Jesse S. Vogtle, Jr.

Nays: None

Council President Smith thereupon declared that said minutes, resolutions (nos. 2014-053 through 057), and motion (no. 2014-058) are adopted by a vote of 5—0.

**3. PUBLIC HEARING: CONSIDERATION OF AN ORDINANCE (NO. 1903) REZONING THE PARCELS OF LAND (REFERRED TO BY THE APPLICANT AS "THE MANNING") LOCATED AT 2400, 2404, 2408, 2418, 2420, 2422, AND 2424 CAHABA ROAD AND 2333 LANE CIRCLE FROM RESIDENCE C TO RESIDENCE D DISTRICT (EXHIBIT 5, APPENDIX 7)**

Council President Smith introduced the ordinance in writing and invited comments and questions from the audience. Charlie Beavers (attorney), Lorren Barrett (architect), Walter Schoel (engineer) described the project (Appendix 7). Upon conclusion of the applicants' presentation, Council President Smith invited questions and comments from the audience. There being none, Council member Pritchard made a motion that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended, and that unanimous consent to the immediate consideration of said ordinance is given and that the reading of the ordinance at length be waived. The motion was seconded by Council member Carl and was carried, as follows:

Ayes: Virginia Smith, Council President  
 Amy G. Carter, Council President Pro Tempore  
 Jack D. Carl  
 William S. Pritchard, III  
 Jesse S. Vogtle, Jr.

Nays: None

The President of the Council declared the motion carried by a vote of 5—0.

After said ordinance had been considered in full by the Council, Council member Pritchard then moved for the adoption of said ordinance. The motion was seconded by Council member Carl. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia Smith, Council President  
 Amy G. Carter, Council President Pro Tempore  
 Jack D. Carl  
 William S. Pritchard, III  
 Jesse S. Vogtle, Jr.

Nays: None

The President of the Council declared that the ordinance (No. 1903) is hereby adopted by a vote of 5-0 and, as evidence thereof, she signed the same.

**4. PUBLIC HEARING: CONSIDERATION OF AN ORDINANCE (NO. 1904) REZONING A PARCEL OF LAND OWNED BY MANGINA & LEVIO, LLC LOCATED AT 2117 CAHABA ROAD FROM RESIDENCE C TO LOCAL BUSINESS DISTRICT (EXHIBIT 6, APPENDIX 8)**

Council President Smith introduced the ordinance in writing and invited comments and questions from the audience. Michael Mouron (applicant) and Frank Davies (of Little Hardware) described the project (Appendix 8). Maxwell Pulliam of 2408 Park Lane affirmed that his family has no objections to the proposed development and operation of Little Hardware at this site. Upon conclusion of the applicants' presentation, Council President Smith invited questions and comments from the audience. There being none, Council member Pritchard made a motion that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended, and that unanimous consent to the immediate consideration of said ordinance is given and that the reading of the ordinance at length be waived. The motion was seconded by Council member Vogtle and was carried, as follows:

Ayes: Virginia Smith, Council President  
Amy G. Carter, Council President Pro Tempore  
Jack D. Carl  
William S. Pritchard, III  
Jesse S. Vogtle, Jr.

Nays: None

The President of the Council declared the motion carried by a vote of 5—0.

After said ordinance had been considered in full by the Council, Council member Pritchard then moved for the adoption of said ordinance. The motion was seconded by Council member Vogtle. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia Smith, Council President  
Amy G. Carter, Council President Pro Tempore  
Jack D. Carl  
William S. Pritchard, III  
Jesse S. Vogtle, Jr.

Nays: None

The President of the Council declared that the ordinance (No. 1904) is hereby adopted by a vote of 5-0 and, as evidence thereof, she signed the same.

**5. PUBLIC HEARING: CONSIDERATION OF AN ORDINANCE (NO. 1905) TO ALTER AND REARRANGE THE BOUNDARY LINES OF THE CITY OF MOUNTAIN BROOK, ALABAMA, SO AS TO INCLUDE WITHIN THE CORPORATE LIMITS CERTAIN OTHER TERRITORY CONTIGUOUS TO SAID CITY (EXHIBIT 7, APPENDIX 9)**

Council President Smith introduced the ordinance in writing and invited comments and questions from the audience. There being no comments or questions, Council member Pritchard made a motion that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended, and that unanimous consent to the immediate consideration of said ordinance is given and that the reading of the ordinance at length be waived. The motion was seconded by Council member Vogtle and was carried, as follows:

Ayes: Virginia Smith, Council President  
 Amy G. Carter, Council President Pro Tempore  
 Jack D. Carl  
 William S. Pritchard, III  
 Jesse S. Vogtle, Jr.

Nays: None

The President of the Council declared the motion carried by a vote of 5—0.

After said ordinance had been considered in full by the Council, Council member Pritchard then moved for the adoption of said ordinance subject to the applicants' execution of protective covenants that prohibit the future subdivision of the parcel. The motion was seconded by Council member Vogtle. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia Smith, Council President  
 Amy G. Carter, Council President Pro Tempore  
 Jack D. Carl  
 William S. Pritchard, III  
 Jesse S. Vogtle, Jr.

Nays: None

The President of the Council declared that the ordinance (No. 1905) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

**6. ANNOUNCEMENT REGARDING THE NEXT REGULAR MEETING OF THE CITY COUNCIL**

Council President Smith announced that the next meeting of the Mountain Brook City Council will be held on Tuesday, May 27, 2014 at 7 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213. Please visit the City's web site ([www.mtnbrook.org](http://www.mtnbrook.org)) for more information.

**7. ADJOURNMENT**

There being no further business to come before the City Council at this time, Council President Smith adjourned the meeting.

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Steven Boone, City Clerk

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**EXHIBIT 1**

**RESOLUTION NO. 2014-053**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby ratifies the execution of a preventive maintenance service agreement between the City and Schindler Elevator Corporation, in the form as attached hereto as Exhibit A, with respect to the municipal complex.

**APPENDIX 2**

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# CITY OF MOUNTAIN BROOK FIRE DEPARTMENT

102 Tibbett Street, Mountain Brook, Alabama – 35213 Phone: (205) 802-3838, Fax: (205) 879-5919



## INTEROFFICE MEMORANDUM

TO: Sam Gaston, City Manager  
 FROM: Robert Ezekiel, Fire Chief *RWE*  
 DATE: May 19, 2014  
 SUBJECT: Firefighter Turnout Gear & Helmet Bids

In accordance with state bid laws, and City processes, bid specifications were developed for Firefighter Turnout Gear (coats and trousers) and fire helmets, and placed out for bids. A formal bid opening was held on May 14<sup>th</sup>. Four vendors offered bids for the turnout gear and two vendors offered bids for the fire helmets. The Bid information is below.

<u>Vendor</u>	<i>2014-059</i> <u>Turnout Gear</u>	<i>2014-060</i> <u>Helmets</u>
Emergency Equipment Professionals	\$2,031 Per set	No Bid
NAFECO	\$1,925 Per set	\$17,539.18
Municipal Emergency Services (MES)	\$1,800 Per set	\$18,445
Sunbelt Fire Apparatus & Equipment	\$1,978 Per set	No Bid

We have reviewed the returned bid documents and performed the analysis regarding each vendor's equipment versus our specifications. The bid from MES does meet required specifications for the turnout gear (low bid) and fire helmets. The fire helmet bid tendered by NAFECO was the low bid; however, there were exceptions to our specifications noted, and therefore we reject their low bid.

The department has budgeted \$124,000 for the turnout gear and fire helmets. The purchase of 59 sets of turnout gear is \$106,200 and the helmets are \$18,445 making a total of \$124,645 needed. This puts this purchase \$645 dollars over budget. We have negotiated with the low bidder, but MES has indicated that there is no more room for reductions in their pricing. Based on the other vendor's bids, we concur that MES has worked to get the price as low as possible.

It is our recommendation that the bid for turnout gear and fire helmets be awarded to MES. These items were the lowest bid meeting our specifications. We respectfully request that this be put before the City Council at the next Council meeting for their consideration and hopefully affirmation.

If you have further questions, as always, please feel free to inquire.

**RESOLUTION NO. 2014-059**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby awards the bid for the purchase of 59 sets of firefighter turnout gear (coats and trousers) to Municipal Emergency Services (MES), being the low bidder.

**BE IT FURTHER RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the Mayor or City Manger are hereby authorized to issue a purchase order and to execute such other documents that may be determined necessary with respect to said purchase.

**ADOPTED:** The 27th day of May, 2014.

\_\_\_\_\_  
Council President

**APPROVED:** The 27th day of May, 2014.

\_\_\_\_\_  
Mayor

**CERTIFICATION**

I, Steven Boone, 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 27, 2014, as same appears in the minutes of record of said meeting.

\_\_\_\_\_  
City Clerk

**RESOLUTION NO. 2014-060**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby awards the bid for the purchase of 59 firefighter helmets to Municipal Emergency Services (MES), being the best bid and having been determined to comply with the expressed specifications provided in the invitation to bid.

**BE IT FURTHER RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the Mayor or City Manger are hereby authorized to issue a purchase order and to execute such other documents that may be determined necessary with respect to said purchase.

**ADOPTED:** The 27th day of May, 2014.

\_\_\_\_\_  
Council President

**APPROVED:** The 27th day of May, 2014.

\_\_\_\_\_  
Mayor

**CERTIFICATION**

I, Steven Boone, 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 27, 2014, as same appears in the minutes of record of said meeting.

\_\_\_\_\_  
City Clerk

**RESOLUTION NO. 2014-061**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the execution of a professional service agreement between the City and Skipper Consulting, Inc., in the form as attached hereto as Exhibit A subject to such minor modifications that may be determined necessary by the City Attorney, with respect to a traffic study and conceptual design of the intersection of Montevallo Road at Church Street.

**ADOPTED:** The 27th day of May, 2014.

\_\_\_\_\_  
Council President

**APPROVED:** The 27th day of May, 2014.

\_\_\_\_\_  
Mayor

**CERTIFICATION**

I, Steven Boone, 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 27, 2014, as same appears in the minutes of record of said meeting.

\_\_\_\_\_  
City Clerk

Standard contract addendum will be included with final contract.

**PROFESSIONAL SERVICES AGREEMENT**  
**Between**  
**The City of Mountain Brook and Skipper Consulting, Inc.**

This Agreement is made by and between the **City of Mountain Brook ("Client")**, doing business at P.O. Box 130009, Mountain Brook, Alabama 35213-0009 and, **Skipper Consulting, Inc. ("Consultant")**, doing business at 3644 Vann Road, Suite 100, Birmingham, Alabama 35235.

**Who agree as follows:** Client requires professional traffic engineering services to perform a traffic study and conceptual design for the intersection of Montevallo Road at Church Street/Montrose Road in Mountain Brook, Alabama. The Consultant shall be authorized to start work on the services outlined in this agreement upon execution of this Agreement. The Client and Consultant agree this agreement, together with Exhibit A referred to herein; constitute the entire agreement between them relating to this assignment.

**1. PROFESSIONAL SERVICES:** The Consultant agrees to perform the following Services under this agreement:

SEE EXHIBIT "A"

**2. CLIENT'S RESPONSIBILITIES:** Client, at its expense, will provide the Consultant with all required site information, existing plans, reports, studies, project schedules and similar information that is contained in its files. The Consultant may rely on the information provided by the Client without verification.

The Client will designate a representative who shall have the authority to act on behalf of the Client for this project.

The Client shall participate with the Consultant by providing all information and criteria in a timely manner, review documents and make decisions on project alternatives to the extent necessary to allow the Consultant to perform the scope of work within established schedules.

**3. COMPENSATION, BILLING, PAYMENT, AND PERFORMANCE SCHEDULE:** Skipper Consulting Inc. would on behalf of the City of Mountain Brook, undertake the work outlined in Exhibit "A" for a **fixed fee \$6,500.00**.

The CLIENT would be billed monthly based on the work completed during the billing period. Invoices are payable within 30 days from the receipt by the CLIENT, and such payment shall not be contingent or dependent upon any conditions or any action or undertaking of the CLIENT other than those conditions, if any, specifically set forth in this agreement.

If complications or other unforeseen factors cause a change in the scope of work outlined in Section 1 and/or Exhibit "A", the Consultant will notify the Client in writing of the changes and any adjustments to the fee required by such change. If the Client wishes to undertake tasks that are identified as being outside the proposed scope of services, the Consultant is prepared to amend this Agreement or submit a proposal for the additional work.

If for any reason, payment for invoices reaches more than 15 days past the due date, the Consultant shall have the right to stop work on the assignment until such payment is made. All past due invoices shall accrue interest at the rate of 1.5% per month. The Consultant will not be liable for any delays to project

schedules caused for such work stoppage. Furthermore, should the Consultant be required to take legal action including, but not limited to, suit to collect for services, the client shall be responsible for all costs and reasonable attorney fees in the collection of all amounts due for services rendered under this Agreement, or any amendment hereto.

This proposal has been prepared with the expressed understanding that the selection of our firm to perform these professional services is based upon the qualifications, experience and reputation of the staff of Skipper Consulting, Inc., and not solely upon the cost of the services proposed. We trust the fees outlined herein are acceptable and within your project budgetary plans. We look forward to commencement of the work and will be glad to address any questions regarding the technical scope and/or schedule of fees for this proposal. If the Client should request additional prices for the scope of work included herein from other consulting engineers, please consider our proposal withdrawn in order to comply with Alabama Administrative Code Chapter 330-X-14-.05(f).

#### **4. STANDARD TERMS AND CONDITIONS**

Services provided by the Consultant shall be performed based on standard professional practices exercised by the transportation engineering and planning profession and upon standards within the locality where the services are provided.

Consultant's relationship to Client shall at all times be that of an associate consultant, and at all times this relationship shall be governed by, and in strict accordance with, Client's contract with the consultant.

The Client shall, without limit, have final right of review and approval of all plans and specifications that shall be the essence of this agreement; however, review and approval shall not be withheld unreasonably.

The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

This agreement may be terminated by either party upon 10 days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination of this agreement, due to the fault of someone other than the Consultant, Consultant shall be paid for services performed to termination date, including reimbursements then due.

The Consultant agrees to furnish consulting services only, as may be required for any and all of Client's work. Consultant shall be responsible for coordination of his work with that of Client.

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Alabama.

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

The invalidity of any portion of this agreement shall not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect.

Neither party to this agreement shall be liable to the other for any loss, cost, or damages, arising out from or resulting from, any failure to perform in accordance with the terms of this agreement where the causes of such failure shall include, but not limited to, acts of God, strikes, lockouts, or other industrial disturbances, wars, whether declared or undeclared, blockades, insurrections, riots, governmental action, explosions, fire, floods, or any other cause not within the reasonable control of either party.

Consultant shall secure and maintain such insurance as will protect him from claims under the workers' compensation acts and form claims for bodily injury, death, or property damage that may arise from the performance of his services under and pursuant to this agreement. Certificates of such coverage will be provided to Client upon request.

To the fullest extent permitted by law, the Client and Consultant agree that, except for claims of indemnification, the time period for claims under this agreement shall expire one year following completion of the project.

Client shall provide Consultant access to the project site necessary for the Consultant to provide the services outlined.

Reuse of any documents or other deliverables pertaining to the project by the Client other than for the project for which documents or deliverables were prepared without written verification by the Consultant shall be at the Client's risk.

No employee or agent of the Consultant shall have individual liability to the Client.

The persons signing this agreement warrant that they have the authority to sign on behalf of the Client and Consultant.

**APPROVED FOR CLIENT**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED FOR SKIPPER Consulting, Inc.**

By:  \_\_\_\_\_

Printed Name: Darrell B. Skipper

Title: President

Date: 5/14/14

### **Scope of Work**

The Consultant will perform a traffic study of the intersection of Montevallo Road at Church Street/Montrose Road. This study shall be performed with the primary objective of developing reasonable improvements to decrease the queuing and delays of vehicles southwest-bound on Montevallo Road due to the absence of a left turn lane on Montevallo Road.

The Consultant shall initiate the traffic study by meeting with representatives of the City of Mountain Brook to finalize project study elements, request data, and establish a schedule for the work. The Consultant shall collect all field data necessary to perform the study, including roadway geometric data, sight distance data, and traffic flow observations. Crash reports will be obtained from the Mountain Brook Police Department. Traffic counts will be performed by the Consultant, to include:

- Morning and afternoon peak hour (school and commuter peaks) turning movement traffic count at the intersection of Montevallo Road at Church Street/Montrose Road

The Consultant shall analyze the existing traffic conditions at the intersection of Montevallo Road at Church Street/Montrose Road. The following analyses shall be performed:

- Capacity analyses of the intersection;
- Crash analysis of the intersection;
- Sight distance analysis of the intersection; and
- Turn lane warrants.

The Consultant shall determine roadway improvements and traffic operations measures which are needed to correct existing deficiencies. In general, two alternatives will be prepared:

- The first alternative will be non-widening, and could involve modifications to the signal
- The second alternative will be widening, and may also involve modifications to the signal

Analyses will be performed for the two alternatives. Analyses will include:

- Capacity analyses of the intersection;
- Queue analyses;
- Cost estimates; and
- Sketches.

Alternatives will be evaluated and weighed, and a recommended alternative will be selected.

The Consultant shall prepare a draft report of the study findings for review by the City. The draft report shall be submitted to the City in an electronic .pdf format only. Upon receipt of comments, the Consultant shall address comments and issue a final report. Up to six (6) copies of the final report shall be issued, plus an electronic copy in .pdf format. The Consultant shall prepare for and attend as many meetings of the Mountain Brook City Council as needed to finalize recommendations as a part of the scope of work.

### **Services Not Included in the Scope of Work**

Services not included in this scope of work would be undertaken based on the written authorization by the Client. Once additional services are identified, they would be undertaken on a time and materials basis following approval of a scope of work and related labor rates by the City. Items specifically excluded from the scope of work include, but are not limited to:

- Preparation of construction drawings
- Geotechnical investigations and reports

**Schedule**

The Consultant shall perform the scope of work as documented in Exhibit "A", up to and including issuing of the preliminary plans for review by the City, within a period of four (4) calendar weeks following notice to proceed, barring unforeseen circumstances outside of the control of the Consultant.

**RESOLUTION NO. 2014-062**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the execution of a professional service agreement between the City and Skipper Consulting, Inc., in the form as attached hereto as Exhibit A subject to such minor modifications that may be determined necessary by the City Attorney, with respect to a traffic study for the intersection of Cahaba Road/Lane Park/Culver Road/Highway 280.

**ADOPTED:** The 27th day of May, 2014.

\_\_\_\_\_  
Council President

**APPROVED:** The 27th day of May, 2014.

\_\_\_\_\_  
Mayor

**CERTIFICATION**

I, Steven Boone, 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 27, 2014, as same appears in the minutes of record of said meeting.

\_\_\_\_\_  
City Clerk

**PROFESSIONAL SERVICES AGREEMENT**  
**Between**  
**The City of Mountain Brook and Skipper Consulting, Inc.**

This Agreement is made by and between the **City of Mountain Brook ("Client")**, doing business at P.O. Box 130009, Mountain Brook, Alabama 35213-0009 and, **Skipper Consulting, Inc. ("Consultant")**, doing business at 3644 Vann Road, Suite 100, Birmingham, Alabama 35235.

**Who agree as follows:** Client requires professional traffic engineering services to perform a traffic study for the intersection of Cahaba Road/Lane Park Road/Culver Road/US 280 Ramps in Mountain Brook, Alabama. The Consultant shall be authorized to start work on the services outlined in this agreement upon execution of this Agreement. The Client and Consultant agree this agreement, together with Exhibit A referred to herein; constitute the entire agreement between them relating to this assignment.

**1. PROFESSIONAL SERVICES:** The Consultant agrees to perform the following Services under this agreement:

SEE EXHIBIT "A"

**2. CLIENT'S RESPONSIBILITIES:** Client, at its expense, will provide the Consultant with all required site information, existing plans, reports, studies, project schedules and similar information that is contained in its files. The Consultant may rely on the information provided by the Client without verification.

The Client will designate a representative who shall have the authority to act on behalf of the Client for this project.

The Client shall participate with the Consultant by providing all information and criteria in a timely manner, review documents and make decisions on project alternatives to the extent necessary to allow the Consultant to perform the scope of work within established schedules.

**3. COMPENSATION, BILLING, PAYMENT, AND PERFORMANCE SCHEDULE:** Skipper Consulting Inc. would on behalf of the City of Mountain Brook, undertake the work outlined in Exhibit "A" for a **fixed fee \$3,400.00**.

The CLIENT would be billed monthly based on the work completed during the billing period. Invoices are payable within 30 days from the receipt by the CLIENT, and such payment shall not be contingent or dependent upon any conditions or any action or undertaking of the CLIENT other than those conditions, if any, specifically set forth in this agreement.

If complications or other unforeseen factors cause a change in the scope of work outlined in Section 1 and/or Exhibit "A", the Consultant will notify the Client in writing of the changes and any adjustments to the fee required by such change. If the Client wishes to undertake tasks that are identified as being outside the proposed scope of services, the Consultant is prepared to amend this Agreement or submit a proposal for the additional work.

If for any reason, payment for invoices reaches more than 15 days past the due date, the Consultant shall have the right to stop work on the assignment until such payment is made. All past due invoices shall accrue interest at the rate of 1.5% per month. The Consultant will not be liable for any delays to project schedules caused for such work stoppage. Furthermore, should the Consultant be required to take legal

action including, but not limited to, suit to collect for services, the client shall be responsible for all costs and reasonable attorney fees in the collection of all amounts due for services rendered under this Agreement, or any amendment hereto.

This proposal has been prepared with the expressed understanding that the selection of our firm to perform these professional services is based upon the qualifications, experience and reputation of the staff of Skipper Consulting, Inc., and not solely upon the cost of the services proposed. We trust the fees outlined herein are acceptable and within your project budgetary plans. We look forward to commencement of the work and will be glad to address any questions regarding the technical scope and/or schedule of fees for this proposal. If the Client should request additional prices for the scope of work included herein from other consulting engineers, please consider our proposal withdrawn in order to comply with Alabama Administrative Code Chapter 330-X-14-.05(f).

#### **4. STANDARD TERMS AND CONDITIONS**

Services provided by the Consultant shall be performed based on standard professional practices exercised by the transportation engineering and planning profession and upon standards within the locality where the services are provided.

Consultant's relationship to Client shall at all times be that of an associate consultant, and at all times this relationship shall be governed by, and in strict accordance with, Client's contract with the consultant.

The Client shall, without limit, have final right of review and approval of all plans and specifications that shall be the essence of this agreement; however, review and approval shall not be withheld unreasonably.

The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

This agreement may be terminated by either party upon 10 days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination of this agreement, due to the fault of someone other than the Consultant, Consultant shall be paid for services performed to termination date, including reimbursements then due.

The Consultant agrees to furnish consulting services only, as may be required for any and all of Client's work. Consultant shall be responsible for coordination of his work with that of Client.

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Alabama.

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect.

Neither party to this agreement shall be liable to the other for any loss, cost, or damages, arising out from or resulting from, any failure to perform in accordance with the terms of this agreement where the causes of such failure shall include, but not limited to, acts of God, strikes, lockouts, or other industrial disturbances, wars, whether declared or undeclared, blockades, insurrections, riots, governmental action, explosions, fire, floods, or any other cause not within the reasonable control of either party.

Consultant shall secure and maintain such insurance as will protect him from claims under the workers' compensation acts and form claims for bodily injury, death, or property damage that may arise from the performance of his services under and pursuant to this agreement. Certificates of such coverage will be provided to Client upon request.

To the fullest extent permitted by law, the Client and Consultant agree that, except for claims of indemnification, the time period for claims under this agreement shall expire one year following completion of the project.

Client shall provide Consultant access to the project site necessary for the Consultant to provide the services outlined.

Reuse of any documents or other deliverables pertaining to the project by the Client other than for the project for which documents or deliverables were prepared without written verification by the Consultant shall be at the Client's risk.

No employee or agent of the Consultant shall have individual liability to the Client.

The persons signing this agreement warrant that they have the authority to sign on behalf of the Client and Consultant.

**APPROVED FOR CLIENT**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**APPROVED FOR SKIPPER Consulting, Inc.**

By:   
Printed Name: Darrell B. Skipper  
Title: President  
Date: 5/14/14

## **Scope of Work**

The Consultant will perform a traffic study of the Intersection of Cahaba Road/Lane Park Road/Culver Road/U.S. Highway 280 Ramps. This study shall be performed with the primary objective of determining the benefits and impacts of providing a left turn arrow phase for the U.S. Highway 280 ramps, turning left onto Cahaba Road and Lane Park Road.

### **Background**

The subject intersection has been the attention of numerous traffic studies and signal modification designs over the past years. In the mid-1990's, the signal was upgraded. The upgrade included installation of the left turn arrow from the US 280 ramps onto Cahaba Road and Lane Park Road and coordination of traffic signals throughout Mountain Brook Village. These features of the upgrade were removed due to traffic congestion, leaving the traffic signal in its current configuration.

From 2007-2013, this intersection was repeatedly analyzed as part of the Lane Parke project. The recommendations from the study included widening of Culver Road, Lane Park Road and installation of a left turn arrow from the US 280 ramps onto Cahaba Road and Lane Park Road. It is anticipated that when the retail component of Lane Parke is constructed, these roadway and signalization improvements will also be installed.

In 2012, Sain Associates studied this intersection as part of a joint project with the City of Birmingham, the City of Mountain Brook, and the Alabama Department of Transportation. This study had the proposed Lane Parke improvements as the base condition. The majority of the report focused on conversion of the intersection to a roundabout.

### **Scope of Work**

The Consultant shall initiate the traffic study by meeting with representatives of the City of Mountain Brook to finalize project study elements, request data, and establish a schedule for the work. The Consultant shall collect all field data necessary to perform the study, including roadway geometric data, existing signal phasing and timing, and traffic flow observations. Traffic counts will be performed by the Consultant, to include:

- Turning movement traffic count at the intersection of Cahaba Road/Lane Park Road/Culver Road/US 280 Ramps from 7:00-9:00 a.m. 11:00 a.m.-1:00 p.m., and 4:00-6:00 p.m.

The Consultant shall analyze the existing traffic conditions at the intersection of Cahaba Road at Heathermoor Road. The following analyses shall be performed:

- Capacity analyses of the intersection
- Microsimulation model of the intersection

The proposed modification to the traffic signal is to provide a left turn arrow from the U.S. Highway 280 ramp to Cahaba Road and Lane Park Road. This arrow could be provided in one of three ways: 1) a protected only movement, 2) a protective-permissive movement, or 3) split phasing. Each of these alternatives will be evaluated. The analysis to be performed to evaluate each alternative would include:

- Capacity analyses of the intersection;
- Queue analyses; and
- Cost estimates.

Alternatives will be evaluated and weighed, and a recommended alternative will be selected.

report shall be submitted to the City in an electronic .pdf format only. Upon receipt of comments, the Consultant shall address comments and issue a final memorandum. The final memorandum shall be issued as an electronic copy in .pdf format. The Consultant shall prepare for and attend as many meetings of the Mountain Brook City Council as needed to finalize recommendations as a part of the scope of work.

#### **Services Not Included in the Scope of Work**

Services not included in this scope of work would be undertaken based on the written authorization by the Client. Once additional services are identified, they would be undertaken on a time and materials basis following approval of a scope of work and related labor rates by the City. Items specifically excluded from the scope of work include, but are not limited to:

- Surveys
- Preparation of construction drawings
- Geotechnical investigations and reports

#### **Schedule**

The Consultant shall perform the scope of work as documented in Exhibit "A", up to and including issuing of the preliminary plans for review by the City, within a period of four (4) calendar weeks following notice to proceed, barring unforeseen circumstances outside of the control of the Consultant.

**RESOLUTION NO. 2014-063**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the execution of a professional service agreement between the City and Skipper Consulting, Inc., in the form as attached hereto as Exhibit A subject to such minor modifications that may be determined necessary by the City Attorney, with respect to the traffic signal modification design for the intersection of Overton Road at Oakdale Drive/River Run Road.

**ADOPTED:** The 27th day of May, 2014.

\_\_\_\_\_  
Council President

**APPROVED:** The 27th day of May, 2014.

\_\_\_\_\_  
Mayor

**CERTIFICATION**

I, Steven Boone, 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 27, 2014, as same appears in the minutes of record of said meeting.

\_\_\_\_\_  
City Clerk

**PROFESSIONAL SERVICES AGREEMENT**  
**Between**  
**The City of Mountain Brook and Skipper Consulting, Inc.**

This Agreement is made by and between the City of Mountain Brook ("Client"), doing business at P.O. Box 130009, Mountain Brook, Alabama 35213-0009 and, Skipper Consulting, Inc. ("Consultant"), doing business at 3644 Vann Road, Suite 100, Birmingham, Alabama 35235.

**Who agree as follows:** Client requires professional traffic engineering services to perform a traffic signal modification design for the intersection of Overton Road at Oakdale Drive/River Run Road. The Consultant shall be authorized to start work on the services outlined in this agreement upon execution of this Agreement. The Client and Consultant agree this agreement, together with Exhibit A referred to herein; constitute the entire agreement between them relating to this assignment.

1. **PROFESSIONAL SERVICES:** The Consultant agrees to perform the following Services under this agreement:

SEE EXHIBIT "A"

2. **CLIENT'S RESPONSIBILITIES:** Client, at its expense, will provide the Consultant with all required site information, existing plans, reports, studies, project schedules and similar information that is contained in its files. The Consultant may rely on the information provided by the Client without verification.

The Client will designate a representative who shall have the authority to act on behalf of the Client for this project.

The Client shall participate with the Consultant by providing all information and criteria in a timely manner, review documents and make decisions on project alternatives to the extent necessary to allow the Consultant to perform the scope of work within established schedules.

3. **COMPENSATION, BILLING, PAYMENT, AND PERFORMANCE SCHEDULE:** Skipper Consulting Inc. would on behalf of the City of Mountain Brook, undertake the work outlined in Exhibit "A" for a fixed fee of \$6,500.00 as follows:

<u>Work Task</u>	<u>Fee</u>
Traffic Signal Modification Design	\$4,500.00

The CLIENT would be billed monthly based on the work completed during the billing period. Invoices are payable within 30 days from the receipt by the CLIENT, and such payment shall not be contingent or dependent upon any conditions or any action or undertaking of the CLIENT other than those conditions, if any, specifically set forth in this agreement.

If complications or other unforeseen factors cause a change in the scope of work outlined in Section 1 and/or Exhibit "A", the Consultant will notify the Client in writing of the changes and any adjustments to the fee required by such change. If the Client wishes to undertake tasks that are identified as being outside the proposed scope of services, the Consultant is prepared to amend this Agreement or submit a proposal for the additional work.

If for any reason, payment for invoices reaches more than 10 days past the due date, the Consultant shall have the right to stop work on the assignment until such payment is made. All past due invoices shall accrue interest at the rate of 1.5% per month. The Consultant will not be liable for any delays to project schedules caused for such work stoppage. Furthermore, should the Consultant be required to take legal action including, but not limited to, suit to collect for services, the client shall be responsible for all costs and reasonable attorney fees in the collection of all amounts due for services rendered under this Agreement, or any amendment hereto.

This proposal has been prepared with the expressed understanding that the selection of our firm to perform these professional services is based upon the qualifications, experience and reputation of the staff of Skipper Consulting, Inc., and not solely upon the cost of the services proposed. We trust the fees outlined herein are acceptable and within your project budgetary plans. We look forward to commencement of the work and will be glad to address any questions regarding the technical scope and/or schedule of fees for this proposal. If the Client should request additional prices for the scope of work included herein from other consulting engineers, please consider our proposal withdrawn in order to comply with Alabama Administrative Code Chapter 330-X-14-.05(f).

#### **4. STANDARD TERMS AND CONDITIONS**

Services provided by the Consultant shall be performed based on standard professional practices exercised by the transportation engineering and planning profession and upon standards within the locality where the services are provided.

Consultant's relationship to Client shall at all times be that of an associate consultant, and at all times this relationship shall be governed by, and in strict accordance with, Client's contract with the consultant.

The Client shall, without limit, have final right of review and approval of all plans and specifications that shall be the essence of this agreement; however, review and approval shall not be withheld unreasonably.

The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

This agreement may be terminated by either party upon 10 days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination of this agreement, due to the fault of someone other than the Consultant, Consultant shall be paid for services performed to termination date, including reimbursements then due.

The Consultant agrees to furnish consulting services only, as may be required for any and all of Client's work. Consultant shall be responsible for coordination of his work with that of Client.

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Alabama.

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect.

Neither party to this agreement shall be liable to the other for any loss, cost, or damages, arising out from or resulting from, any failure to perform in accordance with the terms of this agreement where the causes of such failure shall include, but not limited to, acts of God, strikes, lockouts, or other industrial disturbances, wars, whether declared or undeclared, blockades, insurrections, riots, governmental action, explosions, fire, floods, or any other cause not within the reasonable control of either party.

Consultant shall secure and maintain such insurance as will protect him from claims under the workers' compensation acts and form claims for bodily injury, death, or property damage that may arise from the performance of his services under and pursuant to this agreement. Certificates of such coverage will be provided to Client upon request.

To the fullest extent permitted by law, the Client and Consultant agree that, except for claims of indemnification, the time period for claims under this agreement shall expire one year following completion of the project.

Client shall provide Consultant access to the project site necessary for the Consultant to provide the services outlined.

Reuse of any documents or other deliverables pertaining to the project by the Client other than for the project for which documents or deliverables were prepared without written verification by the Consultant shall be at the Client's risk.

No employee or agent of the Consultant shall have individual liability to the Client.

The persons signing this agreement warrant that they have the authority to sign on behalf of the Client and Consultant.

**APPROVED FOR CLIENT**

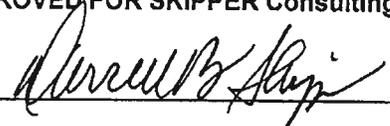
By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED FOR SKIPPER Consulting, Inc.**

By: 

Printed Name: Darrell B. Skipper

Title: President

Date: 5/19/14

**EXHIBIT A**  
**Scope of Work**

The City of Mountain Brook has requested a proposal to develop traffic signal modification plans for the intersection of Overton Road at Oakdale Drive/River Run Road. The Consultant proposes to utilize construction plans for the Cahaba River Park project as prepared by Nimrod Long and Associates as a base map for preparation of the traffic signal plans. The purpose of the modification is to provide a signalized and push-button actuated crossing of Overton Road, incorporated into the existing traffic signal.

Traffic signal design efforts for the project will be undertaken using procedures and specifications as established by the City of Mountain Brook. Design efforts would include:

- Traffic signal phasing and timings;
- Research applicable City standards and specifications;
- Determine appropriate traffic signal construction notes;
- Determine traffic signal equipment and installation details; and
- Develop traffic control plans for the construction required in the plan assembly.

Preliminary traffic signal construction plans will be transmitted to the City for review and comment. It is anticipated a field inspection will be conducted where specifics of the design concept are reviewed by the City and the design team. Upon receipt of comments from the City, the Consultant will make necessary modifications to the construction plans and provide the City with copies of the final construction plans.

Once the final construction plans are transmitted by the Consultant, the selection of a contractor is assumed to be the responsibility of the City. The Consultant would be available to assist the City in cost estimating and bidding efforts for the project.

Services not included in this scope of work would be undertaken based on the written authorization by the Client. Once additional services are identified, they would be undertaken on a time and materials basis following approval of a scope of work and related labor rates by the City.

The Consultant shall prepare for and attend as many meetings of the Mountain Brook City Council as needed to finalize recommendations and design elements.

The Consultant shall perform the scope of work as documented in Exhibit "A", up to and including issuing of the preliminary plans for review by the City, within a period of four (4) calendar weeks following notice to proceed, barring unforeseen circumstances outside of the control of the Consultant.

**RESOLUTION NO. 2014-064**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook that, at the meeting of the City Council to be held on Monday, June 23, 2014, at 7:00 p.m., in the Council Chamber of the Mountain Brook City Hall located at 56 Church Street, Mountain Brook, Alabama 35213, the City Council will hold a public hearing regarding a proposal to amend the master development plan for The Park at Overton, as more fully described herein below, to allow the existing 18 or fewer lots within the subdivision.

**BE IT FURTHER RESOLVED** by the City Council of the City of Mountain Brook that the City Clerk be, and he hereby is, authorized and directed to cause to be published not fewer than twenty-two days prior to June 23, 2014, by posting in four (4) conspicuous places within the City of Mountain Brook, as follows: City Hall, 56 Church Street, Gilchrist Drug Company, 2805 Cahaba Road, Overton Park, 3020 Overton Road, and The Invitation Place, 3150 Overton Road, a notice in words and figures substantially as follows:

**“ZONING NOTICE**

Notice is hereby given that at a regular meeting of the City Council of the City of Mountain Brook to be held on Monday, June 23, 2014, at 7:00 p.m., in the Council Chamber of the Mountain Brook City Hall located at 56 Church Street, Mountain Brook, Alabama 35213, the City Council will hold a public hearing regarding a proposal that the City Council adopt an ordinance in words and figures substantially as follows:

**‘ORDINANCE NO.**

**AN ORDINANCE TO AMEND THE MASTER DEVELOPMENT PLAN FOR THE PARK AT OVERTON, IN THE CITY OF MOUNTAIN BROOK, ALABAMA, TO ALLOW THE EXISTING 18 OR FEWER LOTS WITHIN THE SUBDIVISION.**

**WHEREAS**, after due consideration, the City Council has determined that the master development plan for The Park at Overton should be permitted future resurveys within the subdivision that would result in the same or fewer lots.

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

**1. Master Development Plan.** The Master Development Plan and the materials submitted by the applicant, as required by Section 129-497 of the Mountain Brook City Code, are made a part hereof and are specifically incorporated herein by reference, said Plan and materials constituting regulatory standards for use of the affected Property, subject to modification only as provided for in Article XXVIII, Chapter 129 of the Mountain Brook City Code.

**2. Description of Affected Property.** The property that is the subject of the rezoning approved by this ordinance is described as follows:

LOTS 1-11, 12-A & 14-19 OF THE PARK AT OVERTON, AS RECORDED IN MAP BOOK 215, PAGE 60 IN THE OFFICE OF THE JUDGE OF PROBATE, JEFFERSON COUNTY, ALABAMA, BEING SITUATED IN SECTION 15, TOWNSHIP 18 SOUTH, RANGE 2 WEST, JEFFERSON COUNTY, ALABAMA.

**3. Repealer.** All ordinances or parts of ordinances heretofore adopted by the City Council of the City of Mountain Brook, Alabama that are inconsistent with the provisions of this ordinance are hereby expressly repealed.

**4. Severability.** If any part, section or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect notwithstanding such holding.

**5. Effective Date.** This ordinance shall become effective immediately upon adoption and publication as provided by law.’

At the aforesaid time and place, all interested parties will be heard in relation to the changes proposed by said ordinance.”

**BE IT FURTHER RESOLVED** that the City Clerk be, and he hereby is, further authorized and directed to give written notice of the hearing to the owners of the property located in whole or in part within 500 feet from the boundaries of the property described in this resolution in the form and manner and within the time required by Act No. 1123 of the 1973 Regular Session of the Legislature of Alabama.

**BE IT FURTHER RESOLVED** that the City Clerk be, and hereby is, further authorized and directed to post the Notice herein above set out, which includes the proposed ordinance, in four conspicuous places within the City at least twenty-two (22) days prior to the public hearing set hereby.

**ADOPTED:** This 27th day of May, 2014.

\_\_\_\_\_  
Council President

**APPROVED:** This 27th day of May, 2014.

\_\_\_\_\_  
Mayor

## CERTIFICATION

I, Steven Boone, 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 27, 2014, as same appears in the minutes or record of said meeting.

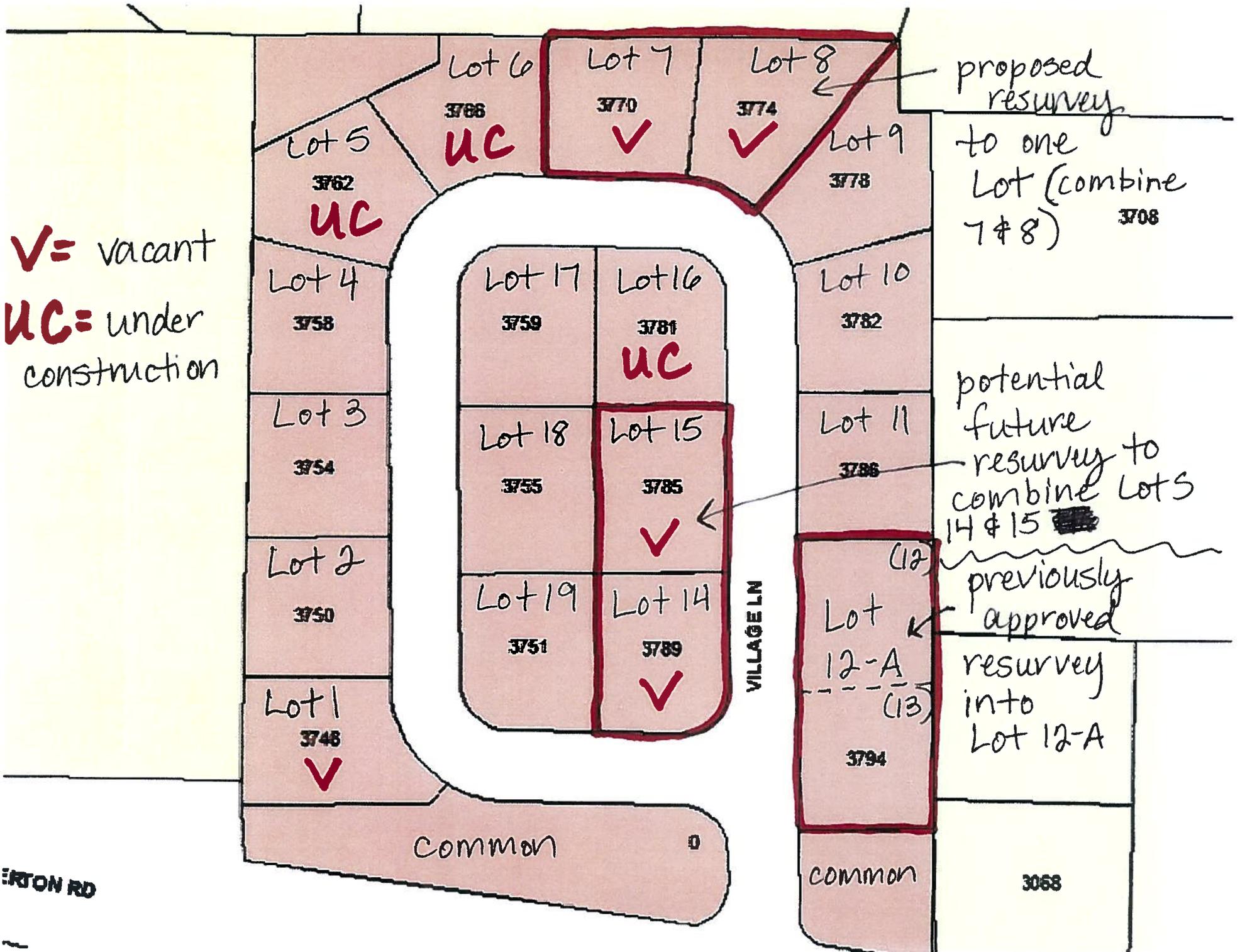
I further certify that copies of the resolution above were posted on May 27, 2014 in four (4) conspicuous places within the City of Mountain Brook, as follows:

City Hall, 56 Church Street  
Overton Park, 3020 Overton Road

Gilchrist Pharmacy, 2805 Cahaba Road  
The Invitation Place, 3150 Overton Road

\_\_\_\_\_  
City Clerk

V = vacant  
 UC = under construction



**RESOLUTION NO. 2014-065**

**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: It is hereby established and declared that the following property owned by the City of Mountain Brook, Alabama is not needed for public or municipal purposes and is hereby declared surplus property:

<b>Item</b>	<b>Computer Brand</b>	<b>Model</b>	<b>Serial</b>
1	HP	dc7700	2UA7330GDT
2	HP	dc7700	2UA7370GDW
3	HP	dc7700	MXL7260C4H
4	HP	xw4300	2UA5060CSW
5	HP	xw4300	2UA54607B8
6	HP	xw4300	2UA6281PJ8
7	HP	xw4300	2UA60307X5
8	HP	xw4300	2UA60307X9
9	HP	xw4300	2UA60307X8
10	HP	xw4300	2UA60307X4
11	HP	xw4300	2UA6321MQQ
12	HP	xw4300	2UA6281PK4
13	HP	xw4200	2UA5060CT2
14	HP	xw4200	2UA5060CSY
15	GATEWAY	E SERIES	32311159
16	HP SCANJET	4570c	CN29RTSL60
17	HP DESKJET PRO	8500A	CN1570QQYW
18	HP SCANJET	8290	CN45NT0303
19	HP PSC	1610	MY56ND44BN
20	HP COLOR LASERJET	4600	JPBC38689
21	MURATEC 3-IN-1	MFX-1430	DA737590143015
22	SAMSUNG MONITOR	32" SCREEN	B4593CDQCQ5350F
23	DELL FLAT SCREEN	19" SCREEN	627U
24	PANASONIC	CF-30	9CKYA36983
25	PANASONIC	CF-30	9CKYA37016
26	PANASONIC	CF-30	9CKYA32674
27	PANASONIC	CF-30	9CKYA36901
28	PANASONIC	CF-30	9CKYA34201
29	PANASONIC	CF-30	9CKYA38900
30	PANASONIC	CF-30	9CKYA36887
31	PANASONIC	CF-30	9CKYA36994
32	PANASONIC	CF-30	9CKYA36999
33	PANASONIC	CF-30	9BKYA34141
34	PANASONIC	CF-30	9CKYA37012
35	PANASONIC	CF-30	9CKYA37009
36	PANASONIC	CF-30	9CKYA37019

<b>Item</b>	<b>Computer Brand</b>	<b>Model</b>	<b>Serial</b>
37	PANASONIC	CF-30	9CKYA37087
38	PANASONIC	CF-30	9CKYA37007
39	PANASONIC	CF-30	9CKYA37017
40	PANASONIC	CF-30	9CKYA37032
41	PANASONIC	CF-30	9BKYA32476
42	PANASONIC	CF-30	9CKYA37046
43	PANASONIC	CF-30	9CKYA37913
44	PANASONIC	CF-30	9CKYA36917
45	PANASONIC	CF-30	9CKYA36909
46	PANASONIC	CF-30	9BKYA32485
47	PANASONIC	CF-30	9BKYA34229
48	HAVIS DOCKING STATIONS	D3-0060-SA	NONE
49	HAVIS DOCKING STATIONS	D3-0060-SA	NONE
50	HAVIS DOCKING STATIONS	D3-0060-SA	NONE
51	HAVIS DOCKING STATIONS	D3-0060-SA	NONE
52	HAVIS DOCKING STATIONS	D3-0060-SA	NONE
53	HAVIS DOCKING STATIONS	D3-0060-SA	NONE
54	HAVIS DOCKING STATIONS	D3-0060-SA	NONE
55	HAVIS DOCKING STATIONS	D3-0060-SA	NONE
56	HAVIS DOCKING STATIONS	D3-0060-SA	NONE

**BE IT FURTHER RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Manager is hereby authorized and directed to sell said property by way of public Internet auction to the highest bidder and to otherwise dispose of such property that does not sell at said public auction.

**ADOPTED:** This 27th day of May, 2014.

\_\_\_\_\_  
Council President

**APPROVED:** This 27th day of May, 2014.

\_\_\_\_\_  
Mayor

**CERTIFICATION**

I, Steven Boone, 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 27, 2014, as same appears in the minutes of record of said meeting.

\_\_\_\_\_  
City Clerk

STATE OF ALABAMA     )  
                                  :  
JEFFERSON COUNTY     )

**DECLARATION OF VACATION**

(Alleys located to the South and East of Lots 1-8 in the South Highlands Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, Margi Ingram and Charles Ray Ingram (collectively referred to herein as the "Ingrams"), are the owners of Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block 1, according to the Survey of South Highlands First Addition, as recorded in Map Book 7, Pages 105 and 106, in the Office of the Judge of Probate of Jefferson County, Alabama (the "Lots").

All of the Lots abut the adjacent Alleys located to the South (the "South Alley") and East (the "East Alley") (collectively referred to herein as the "Alleys") of the Lots, as per Map Book 7, Pages 105 and 106, recorded in the Office of the Judge of Probate of Jefferson County, Alabama, hereinafter declared vacated. The Alleys vacated by this Declaration are more particularly depicted on the attached Exhibit A.

The undersigned, the City of Birmingham, Alabama, a municipal corporation (referred to herein as "Birmingham"), is the owner of the lands adjacent to the Alleys located to the south and to the east of the Alleys.

The Ingrams and Birmingham are collectively referred to herein as the "Owners".

The Owners do hereby declare, vacate and divest out of the public the Alleys.

The vacation hereinabove declared shall be subject to such conditions and reservations for the benefit of the owners or operators of public utilities or installations in said way or ways as the governing body of the City of Mountain Brook may see fit to specify in a resolution of assent.

The Ingrams declare that a nonexclusive easement within the ten foot (10') strip of land situated in the area occupied by the South Alley shall remain for the utilities in place at the time of the vacation hereinabove and for other utilities in general, and the Ingrams declare that said easement shall not be encroached upon by the Ingrams in a manner that would hinder the possible extension of sanitary sewer and other utilities within said easement for the benefit of property owners located immediately to the west of the Alleys. The Ingrams have determined that there are no utilities located in the East Alley; accordingly, no easement for utilities shall remain with respect to the land situated within the East Alley after the vacation hereinabove declared.

The Owners do further declare that, after the vacation hereinabove declared, convenient means of ingress and egress to and from their respective properties will be afforded to all other property owners by the remaining public ways dedicated to the public for public way purposes.

The Owners do further declare that, after the vacation hereinabove declared, the title to the public way hereby vacated shall vest entirely and exclusively in Margi Ingram and Charles Ray Ingram.

This document may be executed in counterparts, all of which together shall constitute one document binding on the parties hereto, notwithstanding that all parties are not signatories to the original or to the same counterpart. Signatures by facsimile and/or electronic mail shall be acceptable and binding upon the parties.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed as of the 27<sup>th</sup> day of May, 2014.

OWNERS:

\_\_\_\_\_  
Margi Ingram

\_\_\_\_\_  
Charles Ray Ingram

City of Birmingham, Alabama, a municipal corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

STATE OF ALABAMA     )  
                                  :  
JEFFERSON COUNTY     )

I, the undersigned, a notary public in and for said county in said state, hereby certify that Margi Ingram, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

My commission expires: \_\_\_\_\_

STATE OF ALABAMA     )  
                                  :  
JEFFERSON COUNTY     )

I, the undersigned, a notary public in and for said county in said state, hereby certify that Charles Ray Ingram, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

My commission expires: \_\_\_\_\_

STATE OF ALABAMA     )  
                                  :  
JEFFERSON COUNTY    )

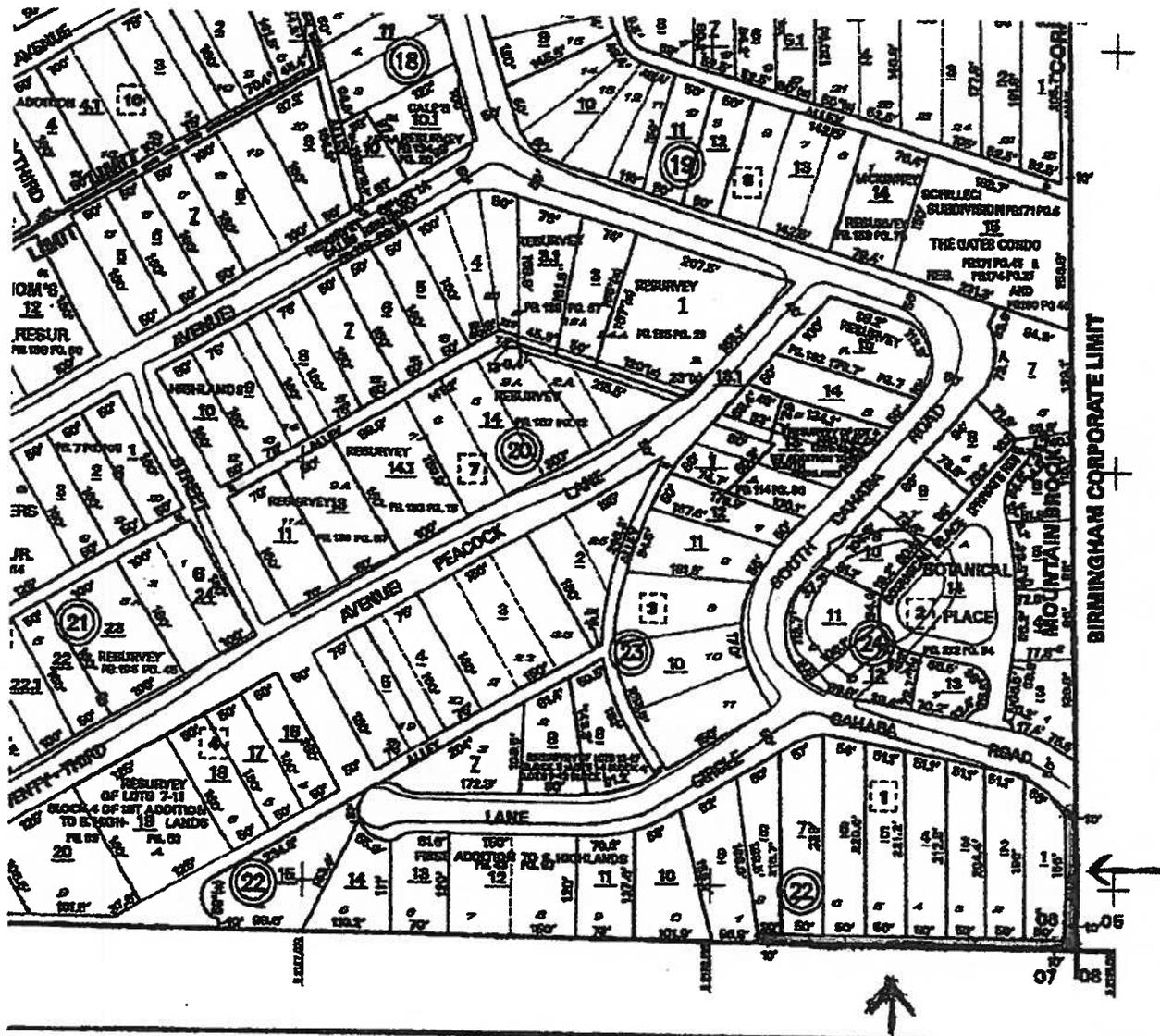
I, the undersigned, a notary public in and for said county in said state, hereby certify that \_\_\_\_\_, as \_\_\_\_\_ of the City of Birmingham, Alabama, a municipal corporation, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, in his capacity as \_\_\_\_\_ of the City of Birmingham, Alabama, a municipal corporation, executed the same voluntarily on the day the same bears date, for and as the act of said municipal corporation.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

My commission expires: \_\_\_\_\_



### LEGEND

STATE LINE	-----	AREA (FROM DEED)	11
COUNTY LINE	-----	AREA (CALCULATED)	20.5
CITY LIMIT LINE	-----	DIMENSION (FROM DEED)	
TOWNSHIP LINE	-----	DIMENSION (SCALES)	
SECTION LINE	-----	INTERSTATE HIGHWAY	
PROPERTY LINE	-----	U.S. HIGHWAY	
ROAD R/W	=====	STATE HIGHWAY	
ROAD TRAVEL	=====	COUNTY HIGHWAY	
R/W	=====	COUNTY HIGHWAY	
PRIVATE ROAD	-----	OR NUMBERING	
OR TRAIL	-----	ROAD OR STREETS BY	
RAIL ROAD R/W	=====	PARCEL NUMBER 18 11	
WATER	-----	SUBDIVISION LOT NUMBER	
LAND HOOK	-----	MAP BLOCK NUMBER	
ORIGINAL SUB.	-----	(WHERE APPLICABLE)	
LOT LINE	-----	MAP BLOCK LIMIT	
MAJOR TRANSMISSION	-----	(WHERE APPLICABLE)	
LINE	-----	MAP BLOCK TICK	
CONFLICT	-----	(WHERE APPLICABLE)	
CHURCHES, SCHOOLS,	-----	SUBDIVISION BLOCK NO.	
CEMETERIES, AIRPORTS, BY NAME	-----	(WHERE APPLICABLE)	
GOVT LAND, ETC.	-----	SECTION CORNERS	
	-----	STATE PLANE	
	-----	COORDINATES	

SECTION 2E 14 06  
T8P. 18 SOUTH, RANGE 2 WEST

01-22-08-1  
MAP NUMBER

## EXHIBIT A

(Alleys to be vacated, located to the South and East of Lots 1-8 in the South Highlands Subdivision, shown here as highlighted)

GIS- 2008