

**MEETING AGENDA
MOUNTAIN BROOK EMERGENCY COMMUNICATIONS DISTRICT**

**CITY HALL COUNCIL CHAMBER
56 CHURCH STREET
MOUNTAIN BROOK, AL 35213**

MARCH 23, 2015, 6:55 P.M.

- 2015-041** 1. Consideration: Resolution approving the purchases by the City of Mountain Brook, Alabama from Quality Recording Solutions, LLC of the E911 Eventide Call Recording System in the amount of \$16,982.00 and from NetMotion Wireless for a 3-Year Maintenance Contract in the amount of \$4,725.00 and authorizing the transfer of funds from the District to the City of Mountain Brook Capital Projects Fund to reimburse the City for said purchase.
- 2015-042** 2. Consideration: Resolution authorizing the purchase of the ProQA software upgrade from Priority Dispatch for the City's E911 system in the amount of \$2,390.
3. Comments from residents.
4. Adjourn.

**MEETING AGENDA
MOUNTAIN BROOK CITY COUNCIL**

**CITY HALL COUNCIL CHAMBER
56 CHURCH STREET
MOUNTAIN BROOK, AL 35213**

MARCH 23, 2015, 7:00 P.M.

1. Approval of the minutes of the March 9, 2015 regular meeting of the City Council.
- 2015-043** 2. Consideration: Resolution authorizing the execution of the access easement agreement between the City, Ajlouny Investments, LLC and Donna Gray with respect to the Piggly Wiggly development.
- 2015-044** 3. Consideration: Resolution authorizing the acceptance of a professional services proposal between the City and Bhate Environmental for geotechnical consulting services with respect to the proposed Park View Townhome subdivision in adjacent to Mountain Brook Village.
- 2015-045** 4. Consideration: Resolution recommending to the ABC Board the issuance of a 240 – Non-Profit Tax Exempt license to The Preschool Partners Foundation (trade name The Food Truck Round Up) for its May 2, 2015 Fundraising event to be held in the parking lot of 780 Brookwood Village, Mountain Brook, AL.
- 1932** 5. Public hearing: Consideration of an ordinance amending the master development plan for The Park at Overton.
6. Announcement: The next regular meeting of the City Council is April 13, 2015, at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.
7. Comments from residents.
8. Adjourn.

RESOLUTION NO. 2015-041

BE IT RESOLVED by the Board of Commissioners of the Mountain Brook Emergency Communications District that the Board hereby ratifies the purchase by the City of Mountain Brook, Alabama from Quality Recording Solutions, LLC of the E911 Eventide Call Recording System in the amount of \$16,982.00 (re: Purchase Order No. 6140); and

BE IT FURTHER RESOLVED by the Board of Commissioners of the Mountain Brook Emergency Communications District that the Board hereby authorizes the purchase of Net Motion Mobility Premium XE 3-Year Maintenance Contract in the amount of \$4,725.00 to be paid from the City's E911 Fund. (re: Purchase Order No.); and

BE IT FURTHER RESOLVED by the Board of Commissioners of the Mountain Brook Emergency Communications District that the Board hereby authorizes the transfer of funds in the amount of \$21,707.00 from the District to the City of Mountain Brook Capital Projects Fund to reimburse the City for the following capital purchase(s) made by the City on behalf of the District:

<u>Vendor</u>	<u>Short Description</u>	<u>Amount</u>
Quality Recording Solutions	E911 call logging system (P. O. 6140, Check No. 94222)	
441359067300604	Equip-Logging Recorder	\$16,982.00
NetMotion Wireless	Mobility XE Premium Maintenance (PO	
441359067300502	Equip-911 System Upgrade	<u>\$4,725.00</u>
	Total	<u>\$21,707.00</u>

Accounting:

<u>Ledger</u>	<u>Description</u>	<u>Amount</u>
44110010000	Cash – Capital Projects Fund (Iberia)	\$21,707 DR
44134084831	Transfers from E911 Fund	\$21,707 CR
53110022376	Cash – E911 Fund (Regions)	\$21,707 CR
53135906941	Transfers to Capital Projects Fund	\$21,707 DR

ADOPTED AND APPROVED: This 23rd day of March, 2015

Chairman

CERTIFICATION

I, Steven Boone, District Clerk of the Mountain Brook Emergency Communications District, hereby certify the above to be a true and correct copy of a resolution adopted by the Board of Commissioners of the Mountain Brook Emergency Communications District at its meeting held on March 23, 2015, as same appears in the minutes of record of said meeting.

District Clerk

Quality Recording Solutions, LLC

780 Kingridge Drive
 Roswell, Georgia 30075
 Tel: 770-993-4793 Fax: 770-993-5038
 Tax ID 58-2593363

Invoice No. 1577

INVOICE

Customer

Name Mountain Brook PD Station 3
 Address 56 Church Street
 City Mountain Brook State AL ZIP 35223
 Phone (205) 802-3858 Attn: Lt. Michael Herren

Date 12/1/2014
 Order No. PO 6140
 Rep AS
 FOB _____

Qty	Description	Unit Price	TOTAL
1	Upgrade: Eventide NexLog 740 DVD Drive, Dual Hot Swappable Power Supplies Archive: DVD Drive 1TB RAID1 16 Channel Analog Card, transfer from VR725 NG911 SIPREC License	\$12,357.00	\$12,357.00
1	Atlas to NexLog Server Upgrade License Transfer	\$0.00	\$0.00
1	Internal IP Recorder w 8 G.711 Licenses	\$4,000.00	\$4,000.00
1	Install and training	\$500.00	\$500.00

Payment Details

- Cash
 Check

SubTotal	\$16,857.00
Shipping & Handling	\$125.00
Taxes State	
TOTAL	\$16,982.00

Office Use Only

Note: Payment terms are net 30 days

Quality results begin with Quality Recording Solutions



City of Mountain Brook
 PO Box 130009
 Mountain Brook, AL 35213-0009

Iberia Bank

94222

84-7041/2652

DATE: 15-Dec-14

PAY Sixteen Thousand Nine Hundred Eighty Two Dollars and No Cents

void after 90 days \$*****16982.00

TO THE ORDER OF Quality Recording Solutions, L
 780 Kingridge Dr.
 Roswell GA 30075

⑈094 22 2⑈ ⑆265 2704 13⑆ 2000046994 7⑈

3156	Quality Recording Solutions, L	Check Date	Check Number	Check Amt
	780 Kingridge Dr.	15-Dec-14	94222	\$16,982.00
	Roswell			
		GA	30075	

Invoice ID	Description	PO	Date	Amt Paid
1577	Recording Upgrades	6140	01-Dec-14	\$16,982.00



PURCHASE ORDER

CITY OF MOUNTAIN BROOK

PO BOX 130009

Mountain Brook, AL 35213-0009

205-802-3824

PO Number

6140

PO Date: 10/09/2014

Vendor: 3156

Quality Recording Solutions, L
780 Kingridge Dr.

Roswell, GA 30075

Ship To: PD

Mountain Brook Police Dept.
101 Tibbett St.

Mountain Brook AL 35213

Ship Via:

FOB:

Originator: nixd

Ship By:

Terms:

Quantity	Description	Unit Price	Extended	Account Number	Amount
1	Upgrade: Eventide VR725 to NexLog 740 - NexLog 740 server; archive DVD Drive 1TB RAID1, dual hot swappable power supplies, analog card transfer from VR725 (16channels) NG911 SIPREC License	\$12,357.00	\$12,357.00	441359067300604	\$16,982.00
1	Internal IP Recorder w/8G.711 Ch. Licenses	\$4,000.00	\$4,000.00		\$16,982.00
1	Installation & training	\$500.00	\$500.00		
1	Shipping	\$125.00	\$125.00		
		Total	\$16,982.00		

Additional Instructions:

NexLog 740 - Upgrade: Eventide VR725 to NexLog 740

City Official's Signature:

Sam Muston

44135-9067300604

Quote Number: 2014069

03/26/14	Quality Recording Solutions, LLC 780 Kingridge Drive Roswell, Georgia 30075 Tel: 770-993-4793 Fax: 770-993-5038	
Prepared for:	Mountain Brook PD- Station 3 Attn: Lt. Michael Herren 56 Church St. Mountain Brook, AL 35223	

www.grsworld.com

System

Hardware/Equipment

Model No.	Description	Unit Price	Qty	Total Price
NexLog 740	UPGRADE: Eventide VR725 to NexLog 740	\$12,357	1	\$12,357
	NexLog 740 server			
	Archive: DVD Drive; 1TB RAID1			
	Dual Hot Swappable Power Supplies			
271089	Analog Card transfer from VR725 (16 channels)			
271066	NG911 SIPREC License			
	16GB USB Flash Drive		1	\$0
Equipment Sub-Total				\$12,357

Software/Options

Model No.	Description	Unit Price	Qty	Total Price
271088	ATLAS-to-NexLog Server Upgrade License Transfer	\$0	1	\$0
271052	Internal IP Recorder w/ 8 G.711 Ch. Licenses **	\$4,000	1	\$4,000
Software Sub-Total				\$4,000

System Price (Total of Hardware and Software)

\$16,357

<i>Services</i>				
Services	Description	Daily Rate	Days	Total Price
IT	Installation and Training	\$500	1	\$500
Services Price				\$500
<i>Summary</i>				
Solution Components				Price
System Price				\$16,357
Services Price				\$500
Shipping				\$125
Tax				
Total Price				\$16,982
<i>Price quotation does not include sales tax. These amounts will be added to the invoice amount as applicable.</i>				
Other Conditions of Sale:			Quote Expires in 90 Days	
** If the customer uses a mix of G.711 and G.729, an additional \$700 per 8 IP channels will be required to enable recording of both compressions				
Customer to complete requirements as stipulated on site readiness survey if applicable.				
Installation to be provided by QRS to customer installed RJ21X or 66 Block				
Customer is responsible for installation of RJ21X or 66 Block within 6 feet of the recorder for telephone, radio and electrical connections prior to installation by QRS. Customer is responsible for programming VoIP switch to deliver the SIP packets via SPAN port to recorder.				
Service if needed may be obtained by calling (877) 733-7770 ext. 702				
Software upgrades furnished at no charge while under service contract with QRS				
Equipment will be ordered and installed 30 days ARO unless agreed upon other wise, in which a written letter with requested install date will be required				
Payment terms are net 30 days from invoice / installation				
If the end user is not ready for the installation on the agreed upon date, the system will be shipped to end user and an invoice will be sent for 50% of total purchase price. Upon completion of the install and training, the remaining balance will be invoiced.				
Accepted By:				
Signature:				
Name & Title:				
Date:				

8815

~~441 3408-4831~~

3/17/2015 3:33 PM



Quote #: Q-69631-1
Territory: Southeast
Account ID: 0010000004smoU

Ship To:
Steve Odell
Mountain Brook Police Department
56 Church St
Mountain Brook, AL
(205) 802-3820
odells@mtnbrook.org

44134084831 (\$4,725.00)
441359067300502 \$4,725.00
53135906941 \$4,725.00

Dear Steve,

Enclosed is the pricing information for the renewal of your software maintenance contract. The price quotation below outlines the beginning and end dates of your next maintenance contract and details the software and licenses that are included under the contract renewal. This quote is valid until 5/18/2015.

1-Year Premium Maintenance

Maintenance covers: Mobility with 25 devices, Analytics Module, Policy/NAC Bundle Module
Maintenance effective from 5/19/2015 to 5/18/2016

Product Description	SKU	Quantity	Extended Price
Mobility XE Premium Maintenance (1 year)	090NMPRMMNT1	1	\$1,968.75

2-Year Premium Maintenance

Maintenance covers: Mobility with 25 devices, Analytics Module, Policy/NAC Bundle Module
Maintenance effective from 5/19/2015 to 5/18/2017

Product Description	SKU	Quantity	Extended Price
Mobility XE Premium Maintenance (2 years)	090NMPRMMNT2	1	\$3,465.00

3-Year Premium Maintenance

Maintenance covers: Mobility with 25 devices, Analytics Module, Policy/NAC Bundle Module
Maintenance effective from 5/19/2015 to 5/18/2018

Product Description	SKU	Quantity	Extended Price
Mobility XE Premium Maintenance (3 years)	090NMPRMMNT3	1	\$4,725.00

Remaining current on NetMotion Wireless software maintenance provides you and your organization a number of benefits:

- 24x7 technical support
- Major version upgrades
- Tech notes and web based support
- Cumulative quantity discounts on additional device licenses
- Patch and point releases at no additional charge
- Guaranteed response times

By renewing your maintenance agreement, you retain email (support@netmotionwireless.com) and phone (North American Toll Free: (888) 723-2662 access to the NetMotion Wireless technical support team. Our technical support team is staffed by highly qualified networking experts who are full time employees of the company (not outsourced), and are located in two US based support centers - Seattle, Washington and Bethlehem, PA.

RESOLUTION NO. 2015-042

BE IT RESOLVED by the Board of Commissioners of the Mountain Brook Emergency Communications District that the Board hereby authorizes the purchase of the ProQA software upgrade from Priority Dispatch for the City's E911 system (see Exhibit A attached hereto); and

BE IT FURTHER RESOLVED by the Board of Commissioners of the Mountain Brook Emergency Communications District that the Board hereby authorizes the transfer of funds in the amount of \$2,390 from the District to the City of Mountain Brook Capital Projects Fund to reimburse the City for the following capital purchase(s) made by the City on behalf of the District:

Vendor	Short Description #441-3590-6730-0502	Amount
Priority Dispatch	ProQA E911 Software Upgrade	<u>\$2,390.00</u>
	Total	<u>\$2,390.00</u>

Accounting:

Ledger	Description	Amount
44110010000	Cash – Capital Projects Fund (Iberia)	\$2,390 DR
44134084831	Transfers from E911 Fund	2,390 CR
53110022376	Cash – E911 Fund (Regions)	2,390 CR
53135906941	Transfers to Capital Projects Fund	2,390 DR

ADOPTED AND APPROVED: This 23rd day of March, 2015

Chairman

CERTIFICATION

I, Steven Boone, District Clerk of the Mountain Brook Emergency Communications District, hereby certify the above to be a true and correct copy of a resolution adopted by the Board of Commissioners of the Mountain Brook Emergency Communications District at its meeting held on March 23, 2015, as same appears in the minutes of record of said meeting.

District Clerk



Mountain Brook Police Department
Chief Ted Cook
101 Tibbett Street
Mountain Brook, Alabama 35213
Phone: 205.802.3852
Fax: 205.802.2415

To: Steve Boone

From: Lt. M. Herren

Date: March 10, 2015

Subject: Purchase of ProQA Software

I would like to submit a request for approval from the Mountain Brook Emergency Communications District to purchase software for our Dispatch Center. Dispatch is currently using the Legacy version of the ProQA software. The Legacy version has expired, and the software must be upgraded to the Paramount version.

The ProQA software assists Dispatchers with determining the appropriate response for medical and fire calls for service. The software also provides assistance with post-dispatch and pre-arrival instructions and questions.

The quote for the latest software is included with this document. Thank you for your assistance.



Sales Quote #110745

by Tim Martin
Date 3/2/2015

110 South Regent Street, Suite 500
Salt Lake City, UT 84111
(801) 363-9127 * (801) 363-9144 fax
(800) 363-9127 toll-free

Bill To: Mountain Brook Police Department
Attn: Gilbert Aban
101 Tibbett St.
Mountain Brook, AL 35213

Ship To: Mountain Brook Police Department
Attn: Gilbert Aban
101 Tibbett St.
Mountain Brook, AL 35213

For: Mountain Brook Police Department
Attn: Gilbert Aban
101 Tibbett St.
Mountain Brook, AL 35213

Phone: 205.802.3859 Fax: 205-870-5355

Table with 4 columns: Qty, Description, Unit Price, Extended Price. Rows include ProQA Software Upgrade (Medical) and ProQA Software Upgrade (Fire) with sub-totals, tax, shipping, and total.

This quote is valid for 120 days from date of issue. Unless otherwise agreed to in writing, all prices quoted are exclusive of any applicable sales, use, withholding and other taxes, duties, or government assessments relating to this transaction, which are the sole obligation of Buyer.

Seller will use reasonable efforts to deliver products on time, but will not be liable for any expenses or damages incurred as a result of late delivery or for circumstances beyond Seller's reasonable control.

Purchasing or signing below acknowledges your agreement to the terms above and to the "break the seal" or "click to accept" license agreement associated with the licensed product(s).

Sign here X _____ Date _____

Payment Method: (Check enclosed, or...)

[] Purchase Order # _____

[] VISA/MasterCard/AMEX # _____

Expiration: _____

"To lead the creation of meaningful change in public safety and health."

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
MARCH 9, 2015**

The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 6:15 p.m. on Monday, the 9th day of March. The Council President 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
Alice B. Womack
Jack D. Carl
Lloyd C. Shelton
Lawrence T. Oden, Mayor

Absent: None

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

1. AGENDA

1. Removal of some of the modular newspaper racks in the commercial villages – Dana Hazen. (Resolution No. 2015-036 was added to the formal meeting agenda.)
2. Access easement agreement regarding the Ajlouny Investments (Piggly Wiggly), Donna Gray, owner of the old CVS property, and the City (the draft agreement will be finalized and presented to the City Council for consideration on March 23, 2015.)
3. Contract with Walter Schoel Engineering, Inc. to review and advise the City regarding the Park View Townhomes Subdivision – Dana Hazen. (Resolution No. 2015-038 was added to the formal meeting agenda. The City Manager will contact a geotechnical consultant about a professional service engagement with respect to this project should it be approved.)
4. Authorize the establishment of a custodial investment account and the transfer of the retiree medical (Section 115) trust investments from the existing corporate trust to the newly established custodial investment account. (Resolution No. 2015-039 was added to the formal meeting agenda.)
5. Also added to the formal meeting agenda was a motion (No. 2015-040) approving the fiscal 2015 street paving list.

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

Steven Boone, City Clerk

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA
MARCH 9, 2015**

The City Council of the City of Mountain Brook, Alabama met in public session in the City Hall Council Chamber at 7:00 p.m. on Monday, the 9th day of March, 2015. The Council President 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
Alice B. Womack
Jack D. Carl
Lloyd C. Shelton
Lawrence T. Oden, Mayor

Absent: None

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 meetings were open for the transaction of business.

1. RECOGNITION OF GUESTS

Three Boy Scouts from Troop 320 (Hughes Hancock, Michael Stewart, and Charlie Ferguson) were recognized by Council President Smith.

2. EMPLOYEE OF THE YEAR RECOGNITION AND PRESENTATION

Police Chief Ted Cook presented an Employee of the Year award to police officer John Hodgens (continued from the February 23, 2015 City Council meeting).

3. 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 February 23, 2015 regular meeting of the Mountain Brook City Council

- | | | |
|-----------------|--|--------------------------|
| 2015-034 | Authorize the installation of two (2) fire hydrants to serve the Lane Parke development | Exhibit 1,
Appendix 1 |
| 2015-036 | Authorize the removal and storage of the following newsstand racks: <ol style="list-style-type: none"> 1. Crestline Village: at the southeast corner of Dexter Avenue and Church Street (in front of Tracy's Diner) – 2 each 2. Mountain Brook Village: on Culver Road (in front of Sneaky Pete's) 3. Mountain Brook Village: on the southeast curve of Village Circle (in front of Realty South) | Exhibit 2,
Appendix 2 |

2015-037	Award the bid for the purchase of tactical body armor for the police department to Gulf States Distributors, Inc. (\$2,299.00/unit, 15 units planned for purchase in fiscal 2015)	Exhibit 3, Appendix 3
2015-038	Authorize the execution of a professional services agreement between the City and Walter Schoel Engineering, Inc. with respect to the drainage, FEMA, site work, and subdivision plans review for the Park View Townhomes subdivision near Lane Parke (notice to proceed to be issued upon approval of the proposed development)	Exhibit 4, Appendix 4
2015-039	Authorize the trustee of the City of Mountain Brook Amended and Restated Section 115 Trust Agreement effective February 9, 2015 (Resolution No. 2015-023) to execute: 1) Certificate of Bond Proceeds for State and Local Governments and Municipal Bond Obligors and 2) Raymond James Client Account Transfer Instructions (In-Kind) with respect to the transfer of the trust investments from the existing [Regions Bank] corporate trust account (no. 1020011816) to the Raymond James custodial investment account (no. 321145690) and to execute such other documents that may be determined necessary with respect to said investment transfer	Exhibit 5, Appendix 5
2015-040 Motion	Approve the proposed street paving list for fiscal 2015 under the City's 3-year street resurfacing contract (see Resolution No. 2014-056 adopted May 12, 2014)	Appendix 6

Thereupon, the foregoing minutes, resolutions, and motion were introduced by Council President Smith and their immediate adoption was moved by Council member Shelton. The minutes, resolutions, and motion were then considered by the City Council. Council President Pro Tempore Pritchard 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
William S. Pritchard, III, Council President Pro Tempore
Alice B. Womack
Jack D. Carl
Lloyd C. Shelton

Nays: None

Council President Smith thereupon declared that said Council minutes, Resolutions (nos. 2015-034, and 2015-036 through 2015-039), and Motion (no. 2015-040) are adopted by a vote of 5—0.

4. MAYORAL APPOINTMENT TO THE PLANNING COMMISSION (NO. 2015-035) – APPENDIX 7

Mayor Oden announced that he is appointing Mr. Jamie Gregory to the Planning Commission, to serve without compensation through March 9, 2021 (to fill the seat vacated by Patrick Davis).

5. ANNOUNCEMENTS 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 Monday March 23, 2015 at 7:00 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) for more information.

6. ADJOURNMENT

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

Steven Boone, City Clerk

EXHIBIT 1

RESOLUTION NO. 2015-034

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

1. That the Water Works and Sewer Board of the City of Birmingham, Alabama, be requested to install two fire hydrants to service the Lane Parke Retail Development, at the following locations:
 - (1) Approximately 350' North of the intersection of Lane Park Road and Cahaba Road, and approximately 248' East of Lane Park Road; and,
 - (2) Approximately 529' North of the intersection of Lane Park Road and Cahaba Road, and approximately 45' East of Lane Park Road.
2. That Hoar Construction will pay the Water Works and Sewer Board of the City of Birmingham, Alabama, the installation cost.
3. That the Water Works and Sewer Board of the City of Birmingham, Alabama, be authorized to charge additional rental charges for two fire hydrants to service the Lane Parke Retail Development.
4. That the City Clerk be hereby directed to furnish the Water Works and Sewer Board of the City of Birmingham a certified copy of the resolution.

APPENDIX 1

EXHIBIT 2

RESOLUTION NO. 2015-036

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the removal and storage of the following newsstand racks:

4. Crestline Village: at the southeast corner of Dexter Avenue and Church Street (in front of Tracy's Diner) – 2 each
5. Mountain Brook Village: on Culver Road (in front of Sneaky Pete's)
Mountain Brook Village: on the southeast curve of Village Circle (in front of Realty South)

APPENDIX 2

EXHIBIT 3

RESOLUTION NO. 2015-043

WHEREAS, on December 16, 2014, the City Council of the City of Mountain Brook adopted an ordinance rezoning certain property along Vine Street to be redeveloped as a Piggly Wiggly community grocery store ("Piggly Wiggly Property"); and

WHEREAS, in conjunction with that rezoning, the City entered into related agreements whereby it would acquire property to be used both in conjunction with grocery store operations and as public parking for Crestline Village ("City Property"); and

WHEREAS, DCDG, LLC owns property located at 43, 45 and 49 Church Street, directly adjacent to the City Property and the Piggly Wiggly Property; and

WHEREAS, the City proposed that DCDG, LLC grant the City an access easement for vehicular and pedestrian traffic so as to improve circulation and access to the City Property; and

WHEREAS, DCDG, LLC has agreed to provide that easement under the terms and conditions expressed in the Agreement, attached hereto (the "Agreement").

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

1. The Agreement between the City of Mountain Brook, DCDG, LLC, and Ajlouny Investments, LLC is and hereby shall be approved.

2. The Agreement serves valid and public purposes and confers significant benefits on the public, including but not limited to, improved traffic and pedestrian circulation in Crestline Village, provision of a safe and effective pedestrian connection between Vine Street and Church Street, improved access to the City Property and public parking facilities, and preservation of and improvement to the aesthetic quality of commercial and community development in Crestline Village.

3. The consideration for the access easements set forth in the Agreement was fully negotiated between the parties to it and the City Council specifically finds and concludes that such consideration, as applicable, is fair, adequate and constitutes the fair market value of the interests being acquired.

ADOPTED AND APPROVED this 23rd day of March, 2015.

Virginia C. Smith, Council President

Lawrence T. Oden, Mayor

2015-043

CERTIFICATION

I, Steven Boone, City Clerk for the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on March 23, 2015, as same appears in the minutes of record of said meeting.

Steven Boone, City Clerk

STATE OF ALABAMA)

JEFFERSON COUNTY)

AGREEMENT

THIS AGREEMENT is made this 23rd day of March, 2015 by and between DCDG, LLC, an Alabama limited liability company ("DCDG"), AJLOUNY INVESTMENTS, LLC, an Alabama limited liability company ("Ajlouny"), and the CITY OF MOUNTAIN BROOK, ALABAMA, an Alabama municipal corporation ("City").

RECITALS:

WHEREAS, DCDG is the owner in fee simple of a parcel of real property located in Jefferson County at 43, 45 & 49 Church Street, more particularly identified on Exhibit A, attached hereto and by reference incorporated herein, upon which is located a retail building ("DCDG Building") and parking lot ("DCDG Parking Area") to serve the premises (the "DCDG Property"); and

WHEREAS, the DCDG Property is located adjacent to a parcel, more particularly described on Exhibit B, being redeveloped for use as a grocery store by Ajlouny ("Ajlouny Property"); and

WHEREAS, as a part of the grocery store redevelopment, property more particularly described on Exhibit C, either owned by or which will be conveyed to the City (the "City Property") will be improved for the purpose of access and parking facilities for the grocery store and the general public; and

WHEREAS, City and Ajlouny have entered into an agreement attached as Exhibit D concerning use and improvement of the City Property by Ajlouny ("Ajlouny Agreement"); and

WHEREAS, the City and Ajlouny desire to acquire access rights across the DCDG Parking Area to facilitate and improve circulation to and within the City Property, to improve pedestrian circulation within Crestline Village, and to provide enhanced access to the Ajlouny Property; and

WHEREAS, Ajlouny has proposed to improve the DCDG Parking Area in conjunction with the grocery store redevelopment as generally set forth on Exhibit E; and

WHEREAS, DCDG has agreed to grant such easement and access rights to City and Ajlouny under the terms and conditions expressed herein.

NOW THEREFORE, for and in consideration of the above premises and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Access Easements.** DCDG hereby GRANTS unto the City, Ajlouny, and unto their successors, assigns, tenants, licensees, invitees, employees and business guests (the "Grantees"), a non-exclusive and continuous easement appurtenant to the City Property and the Ajlouny Property in, over, across, along and through the DCDG Property, for the purpose of vehicular and pedestrian ingress to and egress from, and access between the Ajlouny Property, the City Property and the public streets, roads and alleys abutting the DCDG Property. Nothing in this Agreement shall be deemed to (a) grant parking rights to the Grantees, and the parties hereto expressly agree that the Grantees shall not have parking rights on the DCDG Parking Area and that parking on the DCDG Parking Area shall be exclusively reserved for DCDG and its successors, assigns, tenants, licensees, invitees, employees and business guests, provided DCDG will not take any action that interferes with the rights granted to Ajlouny or the City under this Section; or (b) grant an access easement for the primary use of third party vehicles delivering goods and services to the tenant of Ajlouny operating the grocery store to be located on the Ajlouny Property (collectively the "Delivery Vehicles"), provided, however, the Delivery Vehicles shall have the right to use the DCDG Parking Area for the purpose of the maneuverability of the Delivery Vehicles and the use of the DCDG Parking Area for this purpose shall be included in the rights granted under this Section. DCDG shall have the right to install signs on the DCDG Parking Area stating (a) that parking is restricted to customers of tenants of DCDG, and (b) "no thru traffic" by delivery vehicles, provided DCDG will not take any action that interferes with the rights granted to Ajlouny or the City under this Section.

2. **No Barriers.** No walls, fences or barriers of any sort or kind shall be constructed or maintained on the DCDG Property, or any portion thereof, which shall prevent or impair the use or exercise of the access easements granted herein, or the free access and movement of pedestrian and vehicular traffic between the DCDG Property, streets and alleys adjacent to the DCDG Property and to the City Property and Ajlouny Property; provided that reasonable traffic controls as may be necessary to guide and control the orderly flow of traffic may be installed, including but not limited to, speed breakers and bumps, so long as no access to driveways across the DCDG Property is closed or blocked.

3. **Improvements by Ajlouny.** At its own expense, Ajlouny shall make the improvements to the DCDG Parking Area, as generally set forth on Exhibit E, to replace, restripe, repave and/or otherwise improve the DCDG Parking Area including, two way traffic on the DCDG Parking Area, parking spaces adjacent to the building on the DCDG Property and parking spaces along the southwest boundary line of the DCDG Property and any curb cuts and curb improvements necessary, if any, for the entrance and exit from Church Street (collectively the "Parking Improvements). The Parking Improvements shall be designed and constructed by Ajlouny in full compliance with all laws, regulations and codes of the City.

4. **Temporary Construction Easements.** DCDG and the City hereby grant to Ajlouny and unto all its successors, assigns, the right to enter the DCDG Property in order to make the Parking Improvements.

5. **Maintenance.** After the Parking Improvements are completed and delivered, DCDG shall maintain the DCDG Parking Area and the easement areas within the DCDG Property in good and safe condition and repair, at DCDG's own expense.

6. **Payment.** For the access easement herein granted, City will pay DCDG the sum of five thousand dollars per year on or before January 1st of each year of the term of this Agreement. The first payment shall be due and payable on January 1, 2016.

7. **Term.** The term of this Agreement shall run concurrently with the term of the Ajlouny Agreement and shall remain in full force and effect for such time as the Ajlouny Agreement is in full force and effect.

8. **Survival and Termination of Easements.** The access easement herein granted is and shall be a covenant running with the land and shall constitute a permanent burden on the DCDG Property, burdened by same as defined herein, for the use and benefit of the City Property and the Ajlouny Property benefitting from such access easement. The easement shall inure to the benefit of the City, Ajlouny and their tenants, sub-tenants, licensees, invitees, successors and assigns and shall be binding on DCDG, its respective heirs, executors, administrators, personal representatives, successors and assigns. The easements granted hereby shall terminate and be of no further effect in the event the Ajlouny Agreement is terminated or is no longer in effect.

9. General.

(a) Modifications. The City, Ajlouny and DCDG, by mutual written agreement, may terminate or modify this Agreement; provided that the rights, privileges and easements in this Agreement shall continue subject to the other provisions of this Agreement, until said written termination or modification has been recorded in the Office of the Judge of Probate of Jefferson County, Alabama.

(b) Non-Merger. The ownership at any time during the term of this Agreement of the DCDG Property, or any interest therein, by the same owner or by an owner and an affiliate entity of such owner shall not create a merger of title, estate, or other merger, including any merger of the dominant and servient estate with respect to the easements and other covenants granted in this Agreement and, therefore, shall not terminate any of the easements or other agreements contained herein, so that all of the terms and provisions hereof shall remain in full force and effect for the period provided in this Agreement, regardless of any of the aforesaid common ownerships, now or hereafter existing, of any portion of the DCDG Property.

(c) Beneficiaries; Ownership and Control. Nothing contained in this Agreement, express or implied shall confer upon any person or entity, other than the parties hereto, their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

(d) Contingent Upon Approval of DCDG's Plans and Specifications. DCDG intends to lease the DCDG Building to new tenants. This Agreement is contingent upon the City's approval of the architect's plans and specifications to be submitted by DCDG for the remodeling of the DCDG Building for new tenants, said plans and specifications to be submitted to the City within sixty (60) days of the execution of this Agreement. Upon the City's approval of said plans and specifications, this contingency shall be removed.

10. General Provisions.

(a) Notices. Any notices, demands, approvals and other communications provided for herein shall be in writing and shall be delivered by overnight courier, personal delivery or registered or certified U.S. Mail with return receipt requested, postage or other charges paid, to the appropriate party at its address as follows:

If to DCDG:
DCDG, L.L.C.

c/o Donna D. Gray
1413 Cosmos Circle
Vestavia Hills, AL 35216

with a copy to:

Mark W. Macoy
Mark W. Macoy, LLC
300 Vestavia Pkwy, Suite 2300
Birmingham, AL 35216

If to Ajlouny:
Ajlouny Investments, LLC
c/o Bruce Downs, CPA
3349 Independence Drive, Suite 100
Birmingham, AL 35209

with a copy to:

Joseph T. Ritchey
Sirote & Permutt, PC
2311 Highland Avenue South
Birmingham, AL 35205

If to the City:
Sam Gaston, City Manager
City of Mountain Brook
56 Church Street
Mountain Brook, AL 35213

with a copy to:

Whit Colvin
Bishop, Colvin, Johnson & Kent, LLC
1910 First Avenue North
Birmingham, Alabama 35203

Addresses for notice may be changed from time to time by written notice to all other parties. Any communication will be effective (i) if given by mail, upon the earlier of (a) three business days following deposit in a post office or other official depository under the care and custody of the United States Postal Service or (b) actual receipt, as indicated by the return receipt; and (ii) if given by personal delivery or by overnight courier, when delivered to the appropriate address.

(b). Rights and Remedies. Except as expressly set forth herein, it is expressly understood and agreed that upon a breach of this Agreement by any party, the nonbreaching party shall have any and all rights and remedies for such breach at law or in equity, including injunctive relief.

(c). Negation of Partnership or Joint Venture. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the City, Ajlouny and DCDG, nor shall it cause them to be considered joint venturers or members of any joint enterprise.

(d). Miscellaneous Provisions. This Agreement shall be interpreted according to the laws of the State of Alabama. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. The waiver by any party of a breach or violation of any provisions of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision. In the event any provision of this Agreement is held to be unenforceable or invalid for any reason, this Agreement shall remain in full force and effect and enforceable in accordance with its terms disregarding such unenforceable or invalid provision. The captions or headings in this Agreement are made for convenience and general reference only and should not be construed to describe, define or limit the scope and intent of the provisions of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be an original and taken together shall constitute one and the same document. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document. This Agreement shall be binding and shall inure to the benefit of the parties hereto, and their respective successors and assigns. Whenever the context so permits, the use of the plural shall include the singular, the singular shall include the plural, and any gender shall be deemed to include all genders.

IN WITNESS WHEREOF, the parties hereby execute this Agreement as of the date first above written.

“DCDG:”

DCDG, LLC

By: _____

Name: Donna D. Gray

Title: Its Member

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Donna D. Gray, whose name as member of DCDG, LLC, an Alabama limited liability company, 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 the instrument, he, in such capacity and with full authority, executed the same for and as the act of said limited liability company.

Given under my hand and seal this the 23rd day of March, 2015.

NOTARY PUBLIC
My Commission Expires: _____

“Ajouny:”

AJOUNY INVESTMENTS, LLC

By: _____

Name: Naseem M. Ajouny

Title: Its Member

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Naseem M. Ajouny whose name as member of Ajouny Investments, LLC, an Alabama limited liability company, 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 the instrument, he, in such capacity and with full authority, executed the same for and as the act of said limited liability company.

Given under my hand and seal this the 23rd day of March, 2015.

NOTARY PUBLIC
My Commission Expires: _____

"City:"

**CITY OF MOUNTAIN BROOK,
ALABAMA**

By: _____

Name: Lawrence T. Oden

Title: Mayor, City of Mountain Brook

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Lawrence T. Oden, whose name as the Mayor of the City of Mountain Brook, Alabama, a municipal corporation, 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 the instrument, (s)he, in such capacity and with full authority, executed the same for and as the act of said municipal corporation.

Given under my hand and seal this the 23rd day of March, 2015.

NOTARY PUBLIC
My Commission Expires: _____

EXHIBIT "A"
LEGAL DESCRIPTION OF DCDG PROPERTY

Lots 10, 11, and 12, in Block 25, according to the Survey of Crestline Heights, as recorded in Map Book 7, Page 16, in the Office of the Judge of Probate of Jefferson County, Alabama.

RESOLUTION NO. 2015-044

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that City Council hereby authorizes the acceptance of a professional services proposal between the City and Bhate Environmental, in the form as attached hereto as Exhibit A, for geotechnical consulting services with respect to the proposed Park View Townhomes subdivision near Lane Parke.

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of a contract and such other documents that may be determined necessary with respect to said services all subject to review and approval by the City Attorney.

ADOPTED: This 23rd day of March, 2015.

Council President

APPROVED: This 23rd day of March, 2015.

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 March 23, 2015, as same appears in the minutes of record of said meeting.

City Clerk



March 19, 2015

City of Mountain Brook
56 Church Street
Mountain Brook, Alabama 35213

Attention: Mr. Sam Gaston

Subject: Proposal to Provide Geotechnical Report Review and
Provide Peer Review Comments
2536 Montevallo Drive
Mountain Brook, Alabama
Bhate Proposal No.: 15-0023

Dear Sam:

Bhate Environmental Associates, Inc. (Bhate) is pleased to submit the following proposal to provide a peer review of forthcoming geotechnical-related engineering reports expected as part of the proposed townhome development located at 2536 Montevallo Drive in Mountain Brook, AL. The site is currently vacant, severely sloped, with a City road at the top and a creek along the foot of the slope.

We understand that there is concern regarding the long-term stability relative to the improvements by the City at both the crest and toe of the slope. Bhate will perform a peer review of the geotechnical report and supporting documents submitted by the developer's Geotechnical Engineer of Record (GER). The submittals will be reviewed to determine if geotechnical, geologic and stability studies adequately address the site conditions. It will also be necessary to review the site development plans and specifications to determine if the recommendations from the GER were incorporated into the plans and specification.

The cost for these services will be \$110.00/hour for engineer review and summary report which would include comments, recommendations, and suggestions for possible additional investigations by the developer's engineering team. We suggest a budget allowance of \$3,000 to \$5,000 be allocated for this work. The City will be invoiced for the time and expenses used in the execution of the work as requested by the City.

If it we find it necessary to perform field expiration or laboratory analysis to confirm the results, then a specific scope of work can be established at that time along with an estimate to determine if additional budget would be required.



If this proposal is acceptable to you, please contact us and we can arrange to execute an agreement to move forward with the review.

We would expect that we could perform the review and provide comments within 7 to 10 days from receipt of the developer's report.

Thank you for the opportunity to submit this proposal. Bhate looks forward to assisting you with the engineering aspects of this site. Please do not hesitate to call on Bhate if you have any questions regarding this information.

Respectfully Submitted by,
BHATE ENVIRONMENTAL ASSOCIATES, INC.


R. Dyke Whyard
Program Manager

RESOLUTION NO. 2015-045

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby recommends to the State of Alabama, Alcoholic Beverage Control Board, the issuance of a 240 – Non-Profit Tax Exempt License to The Preschool Partners Foundation (trade name The Food Truck Round Up) for its May 2, 2015 fundraising event to be held in the parking lot of 780 Brookwood Village, Mountain Brook, Alabama.

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

ADOPTED: This 23rd day of March, 2015.

Virginia C. Smith, Council President

APPROVED: This 23rd day of March, 2015.

Lawrence T. Oden, 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 March 23, 2015, as same appears in the minutes of record of said meeting.

Steven Boone, City Clerk



**STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD**



**ALCOHOL LICENSE APPLICATION
Confirmation Number: 20150317100453612**

Type License: 240 - NON-PROFIT TAX EXEMPT **State:** \$0.00 **County:** \$0.00
Type License: **State:** **County:**
Trade Name: 2015 FOOD TRUCK ROUND UP **Filing Fee:** \$0.00
Applicant: THE PRESCHOOL PARTNERS FOUNDATION **Transfer Fee:**
Location Address: PARKING LOT OF 780 BROOKWOOD VILLAGE MOUNTAIN BROOK, AL 35209
Mailing Address: 3637 MONTROSE RD BIRMINGHAM, AL 35213
County: JEFFERSON **Tobacco sales:** NO **Tobacco Vending Machines:**
Type Ownership: CORPORATION
Book, Page, or Document info: LR200804,26452
Date Incorporated: 04/10/2008 **State incorporated:** AL **County Incorporated:** JEFFEERSON
Date of Authority: 04/10/2008 **Alabama State Sales Tax ID:** EXM-R009007529

Name: **Title:** **Date and Place of Birth:** **Residence Address:**

ALLENE PARNELL NEIGHBORS 6815255 - AL	DIRECTOR OF DEVELOPMENT	07/18/1982 BIRMINGHAM,AL	15 MONTEVALLO LN BIRMINGHAM, AL 35213
LELLA CARL HAMITER 9108837 - AL	EXECUTIVE DIRECTOR	05/18/1964 OPELIKA, AL	752 EUCLID AVE MOUNTAIN BROOK, AL 35213

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

Contact Person: ALLENE NEIGHBORS **Home Phone:** 205-423-5542
Business Phone: 205-951-5151 **Cell Phone:** 205-936-3754
Fax: 205-951-5131 **E-mail:** ALLENE.NEIGHBORS@GMAIL.COM

PREVIOUS LICENSE INFORMATION: **Previous License Number(s)**
Trade Name: 2014 FOOD TRUCK ROUND UP **License 1:** 240-010351037
Applicant: THE PRESCHOOL PARTNERS FOUNDATION **License 2:**



**STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION**



Confirmation Number: 20150317100453612

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
 Name of Property owner/lessor and phone number: **CAPREF BROOKWOOD VILLAGE LLC 214-561-8814**
 What is lessors primary business? **MANAGEMENT**
 Is lessor involved in any way with the alcoholic beverage business? **NO**
 Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

Does the premise have a fully equipped kitchen? **NO**
 Is the business used to habitually and principally provide food to the public? **NO**
 Does the establishment have restroom facilities? **YES**
 Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **YES**

Will the business be operated primarily as a package store? **NO**
 Building Dimensions Square Footage: **99999** Display Square Footage:
 Building seating capacity: **99999** Does Licensed premises include a patio area? **NO**
 License Structure: **SHOPPING CENTER** License covers: **OTHER**
 Location is within: **CITY LIMITS** Police protection: **CITY**

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

Name:	Violation & Date:	Arresting Agency:	Disposition:



**STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION**



Confirmation Number: 20150317100453612

Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

What is the applicant(s) primary source of funding?: CHARITBLE DONATIONS

License Covers: OUTDOOR PARKING LOT

Are there any special restrictions, instructions, and/or conditions for this license?:

ONE DAY OUTDOOR EVENT TO RAISE FUNDS FOR A CHARITABLE FOUNDATION IN THE PARKING LOT OF 780 BROOKWOOD VILLAGE, MACY'S UPPER PARKING LOT, MOUNTAIN BROOK, AL ON MAY 2 2015. NO TO GO SALES PERMITTED.



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD



ALCOHOL LICENSE APPLICATION
Confirmation Number: 20150317100453612

Initial each

Signature page

APN
 APN

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

APN

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

APN

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

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

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

APN

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

APN

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

APN

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

Applicant Name (print): **Allene Neighbors**

Signature of Applicant: *Allene Neighbors*

Notary Name (print): **Valencia Johnson**

Notary Signature: *Valencia Johnson*

Commission expires: **4-22-18**

Application Taken:	App. Inv. Completed:	Forwarded to District Office:
Submitted to Local Government:		Received from Local Government:
Received in District Office:	Reviewed by Supervisor:	Forwarded to Central Office:

[Main Menu](#)

Application Payment Receipt Confirmation Page

Receipt Confirmation Number: 20150317100453612

Application Payment Confirmation Number: 99999

Payment Summary	
Payment Item	Fee
Application Fee for License 240	\$0.00
Total Amount to be Charged	\$0.00

Application Information

Application Type: APPLICATION

License Type 1: 240 - NON-PROFIT TAX EXEMPT

[Continue](#)

Technical Support: 866-353-3488 or support@alabamainteractive.org

Version 2.1.2

Receipt Confirmation Page

Receipt Confirmation Number: **20150317100453612**
Application Payment Confirmation Number: 99999

Payment Summary	
Payment Item	Fee
Application Fee for License 240	\$0.00
Total Amount to be Charged	\$0.00

License Payment Confirmation Number: 99999

Payment Summary			
Payment Item	County Fee	State Fee	Total Fee
240 - NON-PROFIT TAX EXEMPT	\$0.00	\$0.00	\$0.00
Total Amount to be Charged	\$0.00	\$0.00	\$0.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 240 - NON-PROFIT TAX EXEMPT
License Type 2:
License County: JEFFERSON
Business Type: CORPORATION
Trade Name: **2015 FOOD TRUCK ROUND UP**
Applicant Name: **THE PRESCHOOL PARTNERS FOUNDATION**
Location Address: **PARKING LOT OF 780 BROOKWOOD VILLAGE
MOUNTAIN BROOK, AL 35209**
Mailing Address: 3637 MONTROSE RD
BIRMINGHAM, AL 35213
Contact Person: ALLENE NEIGHBORS
Contact Home Phone: 205-423-5542
Contact Business Phone: 205-951-5151
Contact Fax: 205-951-5131
Contact Cell Phone: 205-936-3754
Contact Email Address:
Contact Web Address:

ORDINANCE NO. 1932

AN ORDINANCE TO AMEND THE MASTER DEVELOPMENT PLAN FOR THE PARK AT OVERTON, IN THE CITY OF MOUNTAIN BROOK, ALABAMA, TO ALLOW A PATIO COVER ON LOT 6 (3766 VILLAGE LANE) TO BE 4.98 FEET FROM THE REAR PROPERTY LINE IN LIEU OF THE REQUIRED 15 FEET.

WHEREAS, after due consideration, the City Council has determined that the subject lot is irregular in shape, making compliance with the required 15-foot setback particularly difficult.

WHEREAS, after due consideration, the City Council has determined that the portion of the subject lot where the setback encroachment is to occur abuts a common lot set aside for storm water detention, and, therefore, the subject encroachment will not be detrimental to adjoining properties within or along the perimeter of The Park at Overton subdivision.

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:

LOT 6, ACCORDING TO THE SURVEY OF THE PARK AT OVERTON, MAP BOOK 215 PAGE 60, RECORDED IN THE PROBATE OFFICE OF 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 fifteen (15) days prior to the public hearing set hereby.

ADOPTED: This 23rd day of March, 2015.

Council President

APPROVED: This 23rd day of March, 2015.

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 March 23, 2015, as same appears in the minutes or record of said meeting.

I further certify that copies of the resolution above were posted on March 24, 2015 in four (4) conspicuous places within the City of Mountain Brook, as follows:

City Hall, 56 Church Street	Gilchrist Pharmacy, 2805 Cahaba Road
Overton Park, 3020 Overton Road	The Invitation Place, 3150 Overton Road

City Clerk

The Park at Overton Amended Development Plan – Lot 6

Petition Summary

Request to amend the master development plan for The Park at Overton to allow a patio cover to be 4.98 feet from the rear property line in lieu of the required 15 feet.

The current proposal is to allow one corner of the patio cover on a new house to encroach into this setback by 10 feet. The subject lot is irregularly shaped and does not abut another residential lot; it abuts a common lot dedicated for a detention pond. Due to the lot's shape and proximity to the boundary of the subdivision, this case would be a good variance case if BZA could review this request, but since the RID development plan serves as the zoning for this subdivision the property owner in this case is ineligible to apply to BZA for this encroachment.

This RID development was originally approved with a 15 foot boundary setback for the rear yards of those lots along the subdivision boundary. However, the portion of the subject lot where the reduced setback is proposed is not actually along the *boundary* of the development (since it abuts a dedicated lot for the detention pond). Therefore, this portion of the rear property line of the subject lot serves more as a rear setback for an interior lot than that of a subdivision boundary lot. It is not anticipated that the approval of this request would be detrimental to surrounding properties.

Background

On August 4, 2014 the Planning Commission recommended approval of a similar request to amend the Park at Overton master development plan to allow a cover patio cover to be 12 feet from the rear property line in lieu of the required 15 feet. This request was subsequently approved by the City Council on September 8, 2014.

That case was for Lot 5 (adjoining the subject property to the southwest and along the same detention pond at the rear of the property).

On February 2, 2015, the Planning Commission recommended approval of this request for Lot 6.

Subject Property and Surrounding Land Uses

The subject development contains single family dwellings and is surrounded by the same.

Affected Regulation

Article XXVIII, Residential Infill District

Appends

LOCATION: 3766 Village Lane

CURRENT ZONING: Residential Infill District (RID)

APPLICANT: Harris Doyle Homes, Inc.

AGENT: Brooks Harris

Plan Information

Project Name:
-
Community:
Overton Park
Lot Number:
Lot 6
Client Name:
Client Name
PDF Creation Date:
12/5/2014 9:28:31 AM
David Smelcer Design
DavidSmelcerDesign.com
205.228.3835
101 Waterloo Drive
Birmingham, AL 35242



Revisions

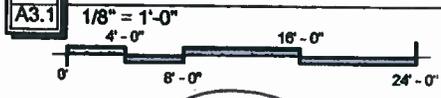
Date	Description
	Prelim. Design
	Design Docs.
	Const. Docs.

Sheet Information

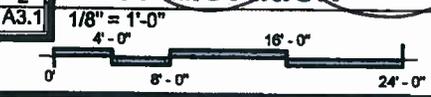
A3.1
Exterior Elevations

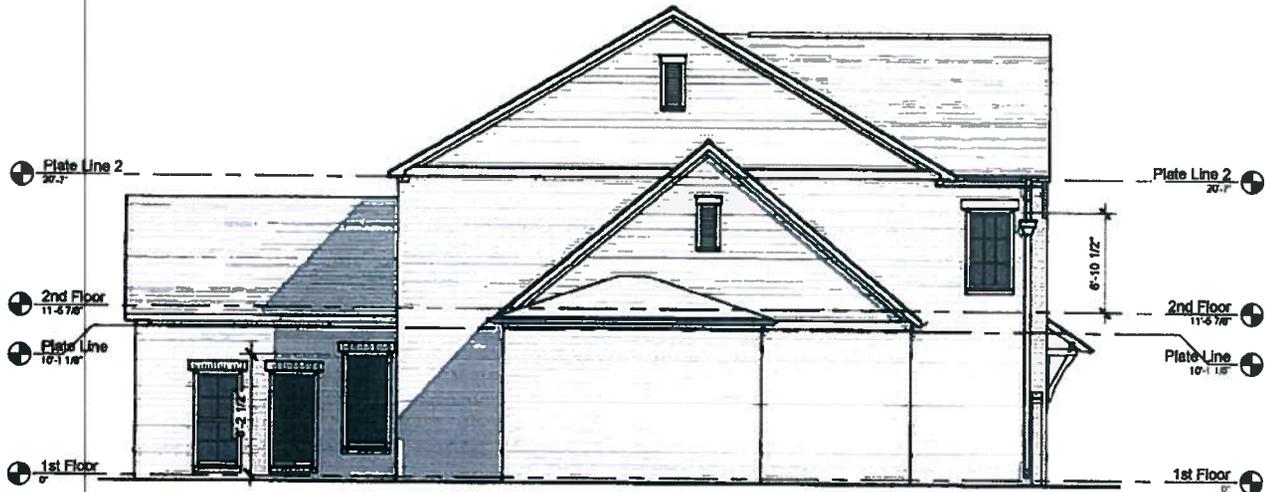


1 Front Elevation

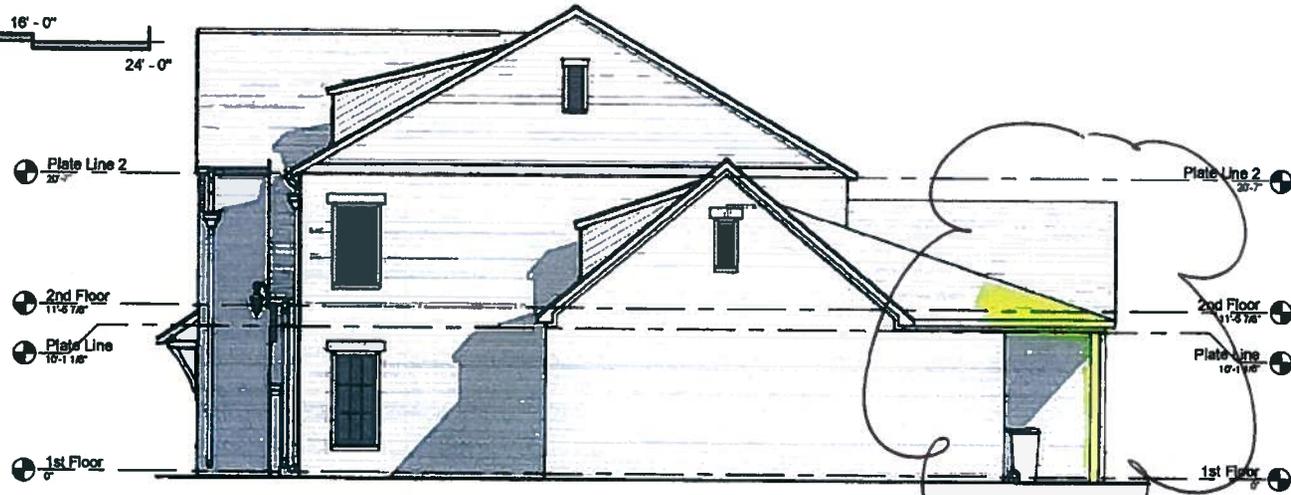


2 Rear Elevation





1 Left Elevation



2 Right Elevation



Plan Information

Project Name:
 Community:
 Overton Park
 Lot Number:
 Lot 6
 Client Name:
 Client Name
 PDF Creation Date:
 12/9/2014 8:28:33 AM
 David Smelcer Design
 DavidSmelcerDesign.com
 205.228.3435
 101 Waterloo Drive
 Birmingham, AL 35242

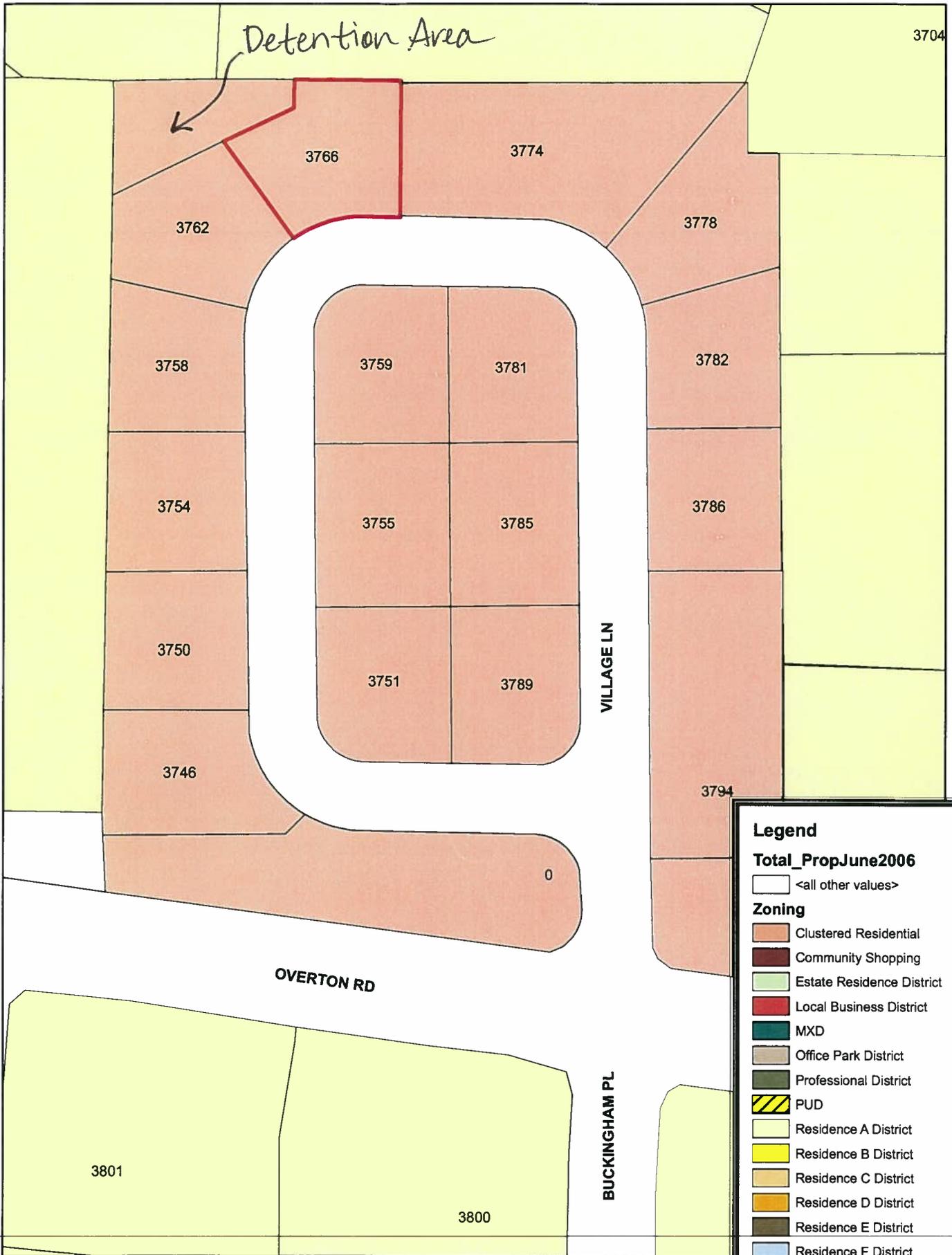


Revisions

Date	Description
	Prelim. Design
	Design Docs.
	Const. Docs.

Sheet Information

A3.2
 Exterior Elevations



Legend

Total_PropJune2006

<all other values>

Zoning

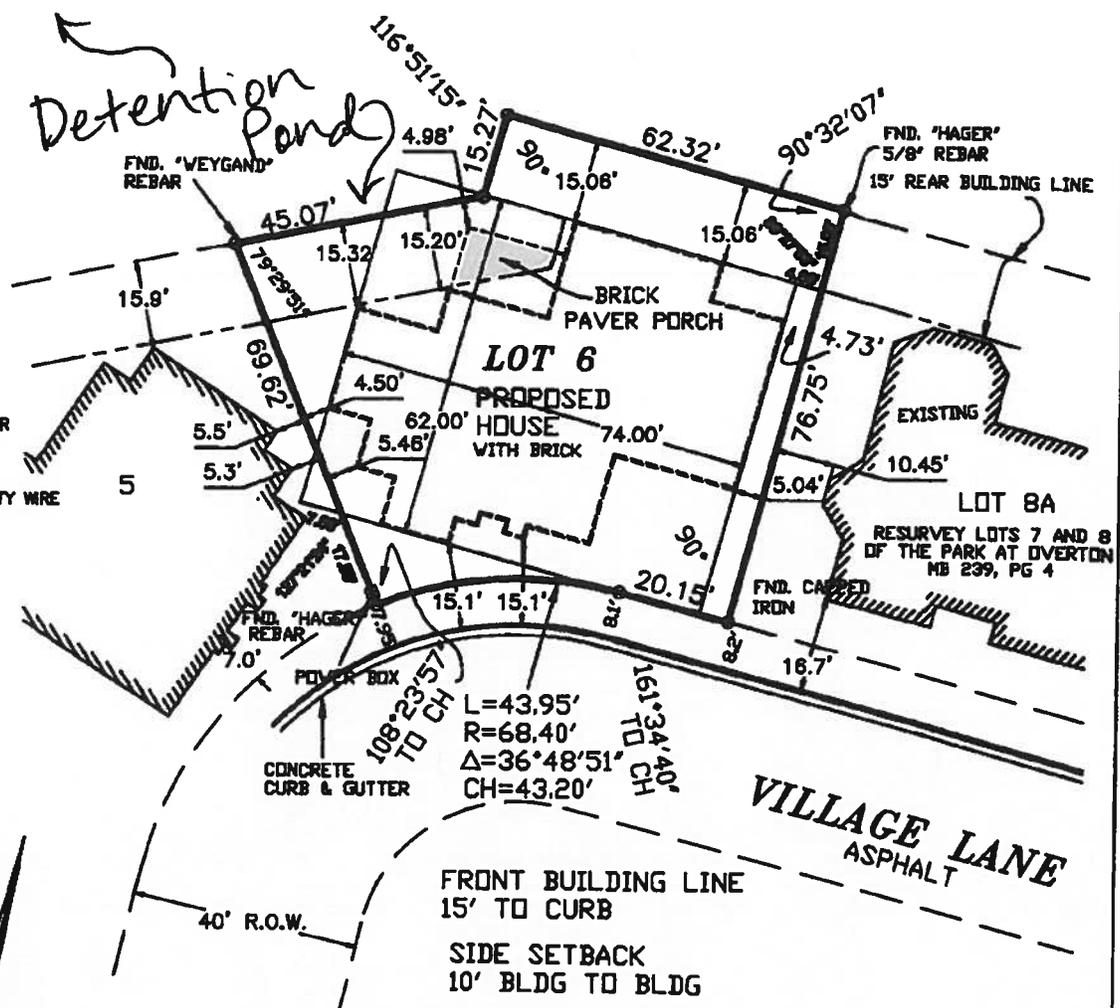
- Clustered Residential
- Community Shopping
- Estate Residence District
- Local Business District
- MXD
- Office Park District
- Professional District
- PUD
- Residence A District
- Residence B District
- Residence C District
- Residence D District
- Residence E District
- Residence F District
- Recreation District
- RID
- Rec-2



LEGEND

ASP	ASPHALT
BLDG	BUILDING
CALC	CALCULATED
MEAS	MEASURED
CH	CHORD
LONG	LONG CHORD
d	DEFLECTION
Δ	DELTA
ESMT	EASEMENT
HW	HEADWALL
MIN	MINIMUM
MH	MANHOLE
OH	OVERHANG
POR	PORCH
R	RADIUS
R.O.W.	RIGHT OF WAY
SAN	SANITARY
STM	STORM
UTIL	UTILITY
AC	ACRES
S.F.	SQUARE FEET
CL	CENTERLINE
A/C	AIR CONDITIONER
•	POLE
—x—	ANCHOR
—x—	FENCE
—x—	OVERHEAD UTILITY WIRE
PVMT	PAVEMENT
W/	WITH
TAN	TANGENT
RES	RESIDENCE
LGHT	LIGHT
COV	COVERED
■	DECK
○	CONCRETE
▨	WALL
□	COLUMN

Detention Pond



PLOT PLAN
 SCALE: 1"=20'
Lot - 6
THE PARK AT OVERTON

WEYGAND SURVEYORS, INC.
 189 OXMOOR ROAD
 HOMEWOOD, AL 36208
 T:(205)942-0066
 F:(205)942-0087

JOB #35625
 Date, **DECEMBER 8, 2014**
This is NOT a survey.