

**MEETING AGENDA
MOUNTAIN BROOK CITY COUNCIL**

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

SEPTEMBER 26, 2016, 7:00 P.M.

1. Judge Dorothea Batiste, candidate for re-election to the office of Alabama Circuit 10 (Place 23).
2. Approval of the minutes of the September 12, 2016 regular meeting of the City Council.
3. Consideration: Resolution reappointing Chris Mitchell to the Board of Zoning Adjustment, to serve without compensation, through September 13, 2019.
4. Consideration: Resolution reappointing William Hereford to the Board of Zoning Adjustment, to serve without compensation, through August 9, 2019.
5. Consideration: Resolution awarding the bid for the scheduled maintenance of the HVAC systems at The Emmet O'Neal Library.
6. Consideration: Resolution approving the issuance of a permit pursuant to Ordinance No. 1948 with respect to the installation of a new support structure in the vicinity of Hastings Road for a small cell data and communications antenna (BRM079).
7. Consideration: Resolution reappointing Sally Legg is hereby reappointed to the Village Design Review Committee to serve without compensation until August 23, 2019.
8. Consideration: Resolution appointing John G. Wilson is hereby appointed to the Tree Commission (to fill the unexpired term of Ken Key) to serve without compensation until December 12, 2017.
9. Consideration: Resolution creating one (1) Police Officer position (Class no. 60314, G17/10) for the Police Department to be filled at the discretion of the City Manager in accordance with the "Rules and Regulations" of the Personnel Board of Jefferson County for the purpose of assigning an APOST-certified position to the White Collar Crime Task Force overseen by the U. S. Secret Service and Jefferson County District Attorney.
10. Consideration: Resolution authorizing additional professional services with respect to the professional services agreement between the City and Nimrod Long & Associates previously authorized (Resolution No. 2015-180) regarding the installation/construction of a pedestrian bridge over Watkins Branch.
11. Consideration: Resolution authorizing the execution of a professional services agreement with Walter Schoel Engineering with respect to their assistance with project bid administration, final design plans, and evaluation and supervision of the construction and installation of a pedestrian bridge over Shades Creek.
12. Consideration: Resolution awarding the bid for the construction of the Watkins Branch bridge and sidewalk connector and authorizing the execution of a contract for same.
13. Consideration: Resolution authorizing the execution/renewal of two ground leases with respect to the English Village public parking lots.
14. Consideration: Ordinance amending the 2017 budget.
15. Consideration: Ordinance authorizing the installation of a stop sign on Robin Circle at its intersection with Robin Drive and provide for punishment for violations thereof.

**MEETING AGENDA
MOUNTAIN BROOK CITY COUNCIL**

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

SEPTEMBER 26, 2016, 7:00 P.M.

16. Consideration: Ordinance repealing Ordinance No. 1693 and prohibiting smoking in certain enclosed and outdoor public places in the City.
17. Announcement: The next regular meeting of the City Council is October 10, 2016, at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.
18. Comments from residents.
19. Adjourn.

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
SEPTEMBER 12, 2016**

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 September, 2016. 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
Jack D. Carl
Lloyd C. Shelton
Alice B. Womack
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. Executive Session

It was moved by Council President Pro Tempore Pritchard that the City Council convene in executive session to discuss two matters involving real estate negotiations. The motion was seconded by Council President Smith. The City Attorney certified that the subject of the executive session is allowed pursuant to the Open Meetings Act. 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
Jack D. Carl
Lloyd C. Shelton
Alice B. Womack

Nays: None

Council President Smith declared that the motion carried by a vote of 5—0 and then asked that the members of the audience be excused. She also announced that the City Council shall reconvene upon conclusion of the executive session at approximately 5:45 p.m. in Pre-council Room (A106) of City Hall.

[The City Council reconvened at approximately 6 p.m.]

2. Recognition of guests

Numerous Boy Scouts from Troops 63 (Canterbury United Methodist) and 86 (St. Luke's Episcopal) in attendance for their Communications merit badge were recognized by Council President Smith.

3. Small Business Administration "Start-Up" Pledge-Sam Gaston (Appendix 1)

This matter was tabled.

4. Watkins Branch pedestrian bridge and sidewalk connections to Phase 5b project-Dave Giddens of Nimrod Long and Associates (Appendix 2)

The consensus of the elected officials was that the landscape architect proceed with the bidding process as planned.

5. Bridge over Shades Creek in Jemison Park (Appendix 3)
6. Early Retirement Window-Steven Boone (Resolution No. 2016-119 was added to the formal meeting agenda.)
7. Conditional Use for MPower Pilates at 2419 Canterbury Road-Dana Hazen (Appendix 4)

The members of the City Council expressed their opposition to the conditional use application out of concern for the limited parking in the area during the lunch time. The applicant, therefore, withdrew her application.

8. Request by Erma St. John for city's assistance in plantings at the Williamsburg Circle entrance off Overton Road (Appendix 5)

The members of the City Council expressed their support for the request and asked that the policy (Resolution No. 2009-051) be amended to take into consideration neighborhood gateways. The amendment shall be considered at the September 26, 2016 City Council meeting.

9. The following matters were added to the formal meeting agenda:
 - a. Dr. Richard Craig, Executive Director of the Blount, Jefferson, St. Clair Mental Health Authority will address the governing body regarding the Authorities fiscal 2017 budget request (\$2,100)
 - b. Resolution No. 2016-031 regarding employee and retiree medical premiums
10. Review of the matters to be considered at the formal [7 p.m.] meeting.

2. CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct synopsis of the discussion from the meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Pre-Council Room (A106) on September 12, 2016, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that no formal action or votes were conducted at said meeting.

City Clerk

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA
SEPTEMBER 12, 2016**

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 12th day of September, 2016. 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
Jack D. Carl
Lloyd C. Shelton
Alice B. Womack
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 meeting was open for the transaction of business.

1. RECOGNITION OF GUESTS

Council President Smith recognized three Boy Scouts from Troop 63 (Canterbury United Methodist) in attendance for their Communications merit badge.

2. PRESENTATIONS

Mayor Oden read aloud and presented the Constitution Week proclamation (2016-113) to Ms. Halcyann Badham of the Cahawba Chapter of the Daughters of American Revolution and Beth Stewart of the National Chapter and Gynecological Cancer Awareness Month proclamation (2016-114) Ms. Mary Anne King, Executive Director of the Laura Crandall Brown Foundation.

3. CONSENT AGENDA

Council President Smith then 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 August 22, 2016 regular meeting of the City Council

Approval of the minutes of the August 25, 2016 special meeting of the City Council

2016-113	The week of September 17th through 23rd 2016 proclaimed "Constitution Week"	Exhibit 1
2016-114	September 2017 proclaimed "Gynecologic Cancer Awareness Month"	Exhibit 2
2016-115	Appoint Kelly Hulsey to the Tree Commission, to serve without compensation through September 12, 2019	Exhibit 3, Appendix 1
2016-116	Appoint Elizabeth Poynor to the Tree Commission, to serve without compensation through September 12, 2019	Exhibit 4, Appendix 2

2016-117	Reappoint Penny Page to the Emmet O'Neal Library Board, to serve without compensation through October 30, 2020	Exhibit 5
2016-118	Reappoint Max Pulliam to the Emmet O'Neal Library Board, to serve without compensation through October 30, 2020	Exhibit 6
2016-119	Authorize the City Manager to offer continuing medical coverage to eligible employees (namely 20 years of City service at any age or 10 years of City service for ages 60 and over) who elect to retire between October 1, 2016 and June 1, 2017	Exhibit 7, Appendix 3
2016-120	Reject all bids (B-20160804-132) with respect to the construction of a new public safety training building at the Public Works complex	Exhibit 8, Appendix 4
2016-121	Ratify the engagement of Richard Riley Simpson under the supervision of Brasfield & Gorrie (Resolution No. 2016-095) to perform moisture abatement exploration services at the Emmet O'Neal Library building in relation to the ongoing service agreement previously authorized (Resolution Nos. 2016-058)	Exhibit 9, Appendix 5
2016-122	STPBH-3716() Right-of-Way Agreement with respect to the Old Brook Trail Bridge (#012869) and Canterbury Road Bridge (#002873) rehabilitation project	Appendix 6
2016-123	STPBH-3716() Preliminary Engineering Agreement Old Brook Trail Bridge (#012869) and Canterbury Road Bridge (#002873) rehabilitation project	Appendix 7
2016-124	STPBH-3716() Utility and Construction Agreement Old Brook Trail Bridge (#012869) and Canterbury Road Bridge (#002873) rehabilitation project	Appendix 8
2016-125	Authorize the execution authorizes the execution of an Agreement for Services between the City and Regional Planning Commission of Greater Birmingham with respect to an 80% APPLE-funded Mountain Brook Sidewalks Feasibility Study	Exhibit 10, Appendix 9
2016-126	Declare certain property surplus and authorizing its sale or disposition	Exhibit 11
2016-128	Authorize the execution of a settlement agreement with respect to the Alabama Furniture Market, LLC v. City of Alabaster, et. al. Circuit Court of Shelby County, AL – CV 12-900331	Exhibit 13, Appendix 11
2016-129	Authorize the execution of a professional services agreement between the City and Sain Associates for construction, engineering and inspection services with respect to the Phase 9 sidewalk project	Exhibit 14, Appendix 12
2016-130	Authorize the execution of an auditing services addendum to the master agreement (Resolution No. 2016-110 adopted August 22, 2016) between the City and Public Resource Management Alliance Corporation with respect to the City's tax and license administration	Exhibit 15, Appendix 13

2016-131	Establish the employees' and retirees' monthly premiums for medical insurance effective September 19, 2016 and October 1, 2016, respectively (last updated by Resolution No. 2015-119)	Exhibit 16, Appendix 14
2016-132	Accept the professional services proposal submitted by Gresham, Smith and Partners with respect to engineering design services for the bridge replacement on Caldwell Mill Road over Little Shades Creek and authorizing the execution of a professional services agreement for same subject to review by legal counsel	Exhibit 17, Appendix 15
2016-133	Increase the salary schedule for all classified and unclassified employees by 1-1/2% effective October 4, 2016 and increasing the compensation for contract security services for the City's Public Works facilities (Resolution No. 2013-146) by 1-1/2% effective October 4, 2016	Exhibit 18

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

Ayes: Virginia C. Smith, Council President
William S. Pritchard, III, Council President Pro Tempore
Jack D. Carl
Lloyd Shelton
Alice Womack

Nays: None

Council President Smith thereupon declared that said Council minutes, proclamation (Nos. 2016-113 and 114) and resolutions (Nos. 2016-115 through 2016-126 and 2016-128 through 2016-133) are adopted by a vote of 5—0 and as evidence thereof she signed the same.

4. CONSIDERATION OF A RESOLUTION (NO. 2016-127) APPROVING THE LUNCH TIME CONDITIONAL USE APPLICATION FOR ICE HOUSE AT 2708 CULVER ROAD SUBMITTED BY TOM SHEFFER (EXHIBIT 12, APPENDIX 10)

The resolution was introduced in writing by Council President Smith who then invited questions and comments from the audience. There being no comments or discussion, Council President Smith called for a motion. Council member Carl made a motion for the adoption of the resolution. The resolution was then considered by the City Council. Council member Shelton seconded the motion to adopt the foregoing resolution. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Virginia C. Smith, Council President
Jack D. Carl
Lloyd Shelton
Alice Womack

Nays: William S. Pritchard, III, Council President Pro Tempore

Council President Smith thereupon declared that said resolution (No. 2016-127) is adopted by a vote of 4—1 and as evidence thereof she signed the same.

5. CONSIDERATION OF AN ORDINANCE REPEALING ORDINANCE NO. 1693 AND PROHIBITING SMOKING IN CERTAIN ENCLOSED AND OUTDOOR PUBLIC PLACES IN THE CITY (EXHIBIT 19)

The ordinance was introduced in writing by Council President Smith who then invited questions and comments from the audience. There being no comments or discussion, Council President Smith called for a motion. Council Womack 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 President Smith and failed as follows:

Ayes: Virginia C. Smith, Council President
William S. Pritchard, III, Council President Pro Tempore
Lloyd C. Shelton
Alice B. Womack

Nays: Jack D. Carl

The Council President Smith declared the motion failed by a vote of 4—1. This matter may be reconsidered on September 26, 2016.

6. CONSIDERATION OF AN ORDINANCE (NO. 1957) AMENDING CHAPTER 14 OF THE CITY CODE WITH RESPECT TO THE BUILDING PERMIT FEE FOR NON-RESIDENTIAL CONSTRUCTION PERMITS (INCREASED BY \$1 PER \$1,000 OF CONSTRUCTION VALUE TO BE PAID TO THE STATE OF ALABAMA TO FUND THE CONSTRUCTION INDUSTRY CRAFT TRAINING PROGRAM TO BE ADMINISTERED BY THE ALABAMA CRAFT TRAINING BOARD PURSUANT TO ACT 2015-308 OF THE ALABAMA LEGISLATURE) (EXHIBIT 20, APPENDIX 16)

The ordinance was introduced in writing by Council President Smith who then invited questions and comments. There being no comments or questions from the audience, Council President Smith called for a motion. Council member Shelton 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 Womack and was carried, as follows:

Ayes: Virginia C. Smith, Council President
William S. Pritchard, III, Council President Pro Tempore
Jack D. Carl
Lloyd C. Shelton
Alice B. Womack

Nays: None

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

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

Ayes: Virginia C. Smith, Council President
William S. Pritchard, III, Council President Pro Tempore
Jack D. Carl
Lloyd C. Shelton
Alice B. Womack

Nays: None

The Council President Smith declared that the said ordinance (No. 1957) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

7. CONSIDERATION OF AN ORDINANCE (NO. 1958) ADOPTING THE CITY'S FISCAL 2017 BUDGET (APPENDIX 17)

The ordinance was introduced in writing by Council President Smith who then invited Council member Shelton to offer comments concerning the proposed budget.

Mr. Shelton stated that the General Fund budget reports \$37 million in revenue and a net surplus of \$766,000. He also thanked the staff for their efforts in assembling the budget.

There being no further comments or questions from the audience, Council President Smith called for a motion. Council member Shelton 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 President Pro Tempore Pritchard and was carried, as follows:

Ayes: Virginia C. Smith, Council President
William S. Pritchard, III, Council President Pro Tempore
Jack D. Carl
Lloyd C. Shelton
Alice B. Womack

Nays: None

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

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

Ayes: Virginia C. Smith, Council President
William S. Pritchard, III, Council President Pro Tempore
Jack D. Carl
Lloyd C. Shelton
Alice B. Womack

Nays: None

The Council President Smith declared that the said ordinance (No. 1958) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

8. CONSIDERATION OF AN ORDINANCE (NO. 1959) INCREASING THE SALARY (1-1/2%) OF THE CITY MANAGER EFFECTIVE OCTOBER 4, 2016 AND AMENDING THE RELATED EMPLOYMENT AGREEMENT (EXHIBIT 21)

The ordinance was introduced in writing by Council President Smith who then invited questions and comments. There being no comments or questions from the audience, Council President Smith called for a motion. Council President Pro Tempore 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 C. Smith, Council President
William S. Pritchard, III, Council President Pro Tempore

Jack D. Carl
Lloyd C. Shelton
Alice B. Womack

Nays: None

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

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

Ayes: Virginia C. Smith, Council President
William S. Pritchard, III, Council President Pro Tempore
Jack D. Carl
Lloyd C. Shelton
Alice B. Womack

Nays: None

The Council President Smith declared that the said ordinance (No. 1959) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

9. PUBLIC HEARING TO CONSIDER AN ORDINANCE (NO. 1960) AMENDING SEC. 129-295 OF THE CITY CODE REGARDING OPEN HOUSES, HOME TOURS, AND SPECIAL EVENTS IN RESIDENTIAL ZONING DISTRICTS (EXHIBIT 22)

The ordinance was introduced in writing by Council President Smith who then invited questions and comments. There being no comments or questions from the audience, Council President Smith called for a motion. Council President Pro Tempore 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 Womack and was carried, as follows:

Ayes: Virginia C. Smith, Council President
William S. Pritchard, III, Council President Pro Tempore
Jack D. Carl
Lloyd C. Shelton
Alice B. Womack

Nays: None

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

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

Ayes: Virginia C. Smith, Council President
William S. Pritchard, III, Council President Pro Tempore
Jack D. Carl
Lloyd C. Shelton
Alice B. Womack

Nays: None

The Council President Smith declared that the said ordinance (No. 1960) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

10. DR. RICHARD CRAIG, EXECUTIVE DIRECTOR OF THE JEFFERSON, BLOUNT, ST. CLAIR MENTAL HEALTH AUTHORITY (APPENDIX 18)

Upon conclusion of Dr. Craig's address, President Smith informed Dr. Craig that the City's 2017 budget (Ordinance No. 1958) includes an appropriation to the Authority in the amount of \$2,100, as requested.

11. 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, September 26, 2016 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.

12. ADJOURNMENT

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

13. CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the regular meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Council Chamber (Room A108) on September 12, 2016, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that a quorum was present.

City Clerk

EXHIBIT 1

PROCLAMATION (2016-113)

WHEREAS, The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS, September 17, 2016, marks the two hundred twenty-ninth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention, providing a historic opportunity for all Americans to remember the achievements of our Founding Fathers and to reflect on the actions of Americans who for the past 229 years have defined the words of the Constitution by exercising their rights and responsibilities as citizens; and

WHEREAS, It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebration that which will commemorate it; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17th through 23rd as Constitution Week;

NOW, THEREFORE, I, Lawrence T. Oden, by virtue of the authority vested in me as Mayor of the City of Mountain Brook, do hereby proclaim the week of September 17th through 23rd 2016, as

CONSTITUTION WEEK

RESOLUTION NO. 2016-135

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Chris Mitchell is hereby reappointed to the Board of Zoning Adjustment, to serve without compensation, his term to end September 13, 2019.

ADOPTED: This 26th day of September, 2016.

Council President

APPROVED: This 26th day of September, 2016.

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 September 26, 2016, as same appears in the minutes of record of said meeting.

City Clerk

RESOLUTION NO. 2016-136

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that William Hereford is hereby reappointed to the Board of Zoning Adjustment, to serve without compensation, his term to end August 9, 2019.

ADOPTED: This 26th day of September, 2016.

Council President

APPROVED: This 26th day of September, 2016.

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 September 26, 2016, as same appears in the minutes of record of said meeting.

City Clerk

RESOLUTION NO. 2016-137

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby awards the bid (#B-20160706-112) for scheduled maintenance of the HVAC mechanical systems at The Emmet O'Neal Library to Metro Mechanical Services, Inc.

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Manager is hereby authorized to issue a purchase order and to execute such other documents that are determined to be necessary with respect to said service arrangement.

ADOPTED: This 26th day of September, 2016.

Council President

APPROVED: This 26th day of September, 2016.

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 September 26, 2016, as same appears in the minutes of record of said meeting.

City Clerk

**B-20160706-112 Library HVAC Scheduled Maintenance Bid Tabulation**
Bid Opening: Friday, September 16, 2016, 10 a.m.

	Contractor	Fixed Monthly Bid	Filters > Specified (Each)
1	Brown Mechanical Contractors, Inc.	\$1,786.00	\$1,254.00
2	H&M Mechanical, Inc.	\$736.58	\$475.00
3	Metro Mechanical Services, Inc.	\$718.68	\$622.00
4	Trane	Presented after 10 a.m.	Presented after 10 a.m.

9/20/16

Mike Thomas with Brasfield & Gorrie discussed bid numbers with the three (3) contractors that successfully submitted bids. After independently discussing filter quantities and frequencies of changing them, it appears everyone is confident of the following:

RTU-1 and RTU-2 – Each contractor was confident replacing filters every 60 days is the correct approach.

PIU's (above ceiling units) – With the 60-day filter program in place for RTU-1 and RTU-2, each contractor was confident that a yearly replacement of these filters was the correct method.

Brown Mechanical – Brown included filters changes for all PIU's every other month. I requested they make adjustments to their filter program in order to get a comparable cost with Metro and H&M. Their adjusted numbers for comparison purposes were \$1,187 fixed per month (v. \$1,786) and \$664 per set of additional filters (v. \$1,254). These adjustments were determined to gain an understanding as to why Brown's quote was so much more than the other bidders.

H&M Mechanical – Fixed monthly cost was \$17.90 per month (\$214.80 per year) higher than Metro, but their additional filter set number was \$147 less than Metro.

Metro Mechanical - Fixed monthly cost was lowest at \$718.68, but their additional filter set number was \$147 more than H&M. However, if a full set of additional filters were required, Metro's total cost package would still be \$67.80 less than H&M's total package. H&M's annual cost will be less than Metro's assuming eight (8) RTU filter changes are necessary in a year (as opposed to the base six (6) filter changes).

With all three (3) contractors thinking only one set of PIU filters would be required per year, it appears the additional filter [set] quote is not be a major concern. Additionally, the 60-day replacement regiment for the two RTU's should be sufficient so the likelihood of having to implement the additional cost supplement for filters above what is contained in the base bid, is not anticipated.

Therefore, the lowest monthly base bid should be the determining factor for this award (received from Metro Mechanical). The City would then have the advantage of working with the same contractor performing the maintenance work for both the Municipal Complex and adjacent Emmet O'Neal Library.

Respectfully,
Mike Thomas

B-20160706-112 Library HVAC Scheduled Maintenance Bid

Steve Boone <boones@mtnbrook.org>

4:45
PM

to Carl, chip, brian.kerr, greg.amacher, Mike, Susan, Doris

After careful review, the recommendation to the City Council for the bid award will be Metro Mechanical having determined to meet the qualifications and specifications and submitting the best bid. Metro submitted the lowest fixed monthly bid. While H&M Mechanical submitted a lower additional cost for RTU filter replacements above the minimum of six (6) per year, Metro's total annual cost is lower assuming no more than seven (7) RTU filter changes annually. The City is confident that the six (6) minimum filter changes should be sufficient.

The bid award will not be official until after the City Council votes Monday evening.

Again, thank you all for your participation. If you have questions, please contact me.

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Steven Boone
City of Mountain Brook
P. O. Box 130009
Mountain Brook, AL 35213-0009
Direct: (205) 802-3825
Facsimile: (205) 874-0611

www.mtnbrook.org
<http://mtnbrookcity.blogspot.com/>
Twitter®: @mountain_brook

RESOLUTION NO. 2016-138

WHEREAS it has been determined, based on administrative review of the application, that Crown Castle NB East, LLC has submitted a substantially complete application seeking approval for the installation of one (1) new support structures within the public right-of-way in the vicinity of Hastings Road (BRM079) for the proposed installation/expansion of a small cell data network; and

WHEREAS, after due consideration of said application and observing first-hand each of the proposed installation site, the City Manager hereby recommends the issuance of permits for the installation of such new support structure, and

WHEREAS the City Council has caused notices to be delivered to property owners whose property abuts the public right-of-way on which the new support structure is proposed to be installed for the purpose of informing said affected property owners that the City Council will review the City Manager's recommendation and consider whether the permits for its installation shall be issued by the City; and

WHEREAS after due consideration of the application, the recommendation of the City Manager, public comments, and the public interests promoted from the expansion of the small cell data network within the City; now, therefore,

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby approves the installation of the one (1) additional support structure as identified in the application and authorizes the City Manager or his designee to issue a permit (or permits) for such installation in accordance with the City Code, and subject to the following specific condition:

1. That the applicant provide a survey of the subject location, ensuring that the proposed pole location is in the public right-of-way;

ADOPTED: This 26th day of September, 2016.

Council President

APPROVED: This 26th day of September, 2016.

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 September 26, 2016, as same appears in the minutes or record of said meeting.

City Clerk



CITY OF MOUNTAIN BROOK

Dana O. Hazen, AICP
Director of Planning, Building &
Sustainability
56 Church Street
Mountain Brook, Alabama 35213
Telephone: 205/802-3821

DATE: September 21, 2016
TO: Mayor, City Council & City Manager FROM: Dana Hazen, City Planner
RE: Small Cell Support Structure (Crown Castle)

On August 8, 2016, the Council approved three out of five proposed new support structures for Crown Castle's Segment 1. After working with affected property owners of the remaining two structures the Woodhill Road structure has been eliminated from Segment 1 (to be proposed along a different road in a future segment) and the Hastings Road structure has been relocated approximately 120 feet to the northeast near the common property lines of 2800 and 2808 Hastings Road.



This new location was one option put forward to Crown Castle by the owners of 2800 Hastings Road. Affected property owners were notified of the proposed change and of the consideration of such at the September 26th Council meeting. As may be seen in the attached photographs, there is currently an existing traffic sign indicating an approach to a traffic island. The new pole is proposed in this same location, and the Public Works Department has indicated that the traffic sign may be mounted on the new pole.

Per Ordinance 1948, the City Manager must review all applications for compliance with the ordinance and forward a recommendation to the Council for any new support structures. The plans, simulated photos and application checklist for the proposed new support structure are attached. The City Manager's recommendations for the pole is located at the bottom of Sheet 4 of the application checklist.

The City Manager has recommended approval of this application, with the following condition:

That the applicant submit a survey of the subject location confirming that it falls within the public right-of-way.

Ordinance 1948 limits the City's review period to a maximum of 90 days from the date of application submittal, at which time its final decision to approve or disapprove must have been rendered to the applicant. Segment 1 applications were received by the City on June 23, 2016; *the 90-day period will expire October 31, 2016* (taking into account the initial 9-day turn-around time for requested supplemental information, and the supplemental 31-day turn-around time from Council carry over on August 8 to revised location submittal on September 8, during which times the review period was suspended).





CLIENT :

NODE ID#:

NEAR ADDRESS:

POLE ID#

POLE TYPE:

BRM079

2808 HASTINGS RD
MOUNTAIN BROOK, AL 35223

H/A

NEW CROWN CASTLE 45' WOOD POLE

PROPERTY INFORMATION

SITE COORDINATES:

33.484553°
-86.763072°

JURISDICTION: MOUNTAIN BROOK

COUNTY: JEFFERSON

DESIGN CRITERIA:

1. 2012 INTERNATIONAL BUILDING CODE WITH LOCAL AMENDMENTS WIND LOADS PER ASCE 7-10
 - A. ULTIMATE WIND SPEED (3-second gust): 115mph CONVERTED TO A NOMINAL WIND SPEED (3-second gust) OF 89mph.
 - B. RISK CATEGORY II
 - C. WIND EXPOSURE, C
 - D. TOPOGRAPHIC CATEGORY II
2. DEAD LOAD
 - A. EQUIPMENT WEIGHT PER MANUFACTURER DATA.
3. SEISMIC LOAD DOES NOT COVER THIS DESIGN.

PROJECT TEAM

PROJECT MANAGEMENT:

FIRM: CROWN CASTLE
ADDRESS: 1200 NORTH MEADOW PKWY.
SUITE 180
ROSWELL, GA 30076

ENGINEERING FIRM:

ADDRESS: SOURCEONE CORP
1012 COGGINS PLACE
MARIETTA, GA 30060

CONTACT:

NAME: JIM PAYTON
PHONE: 678-594-5100

DRAWING INDEX

SHEET	SHEET DESCRIPTION	REV
T1	TITLE SHEET	2
C1	SITE PLAN	2
C2	ELEVATION	2
C3	DETAILS	2
C4	DETAILS	2
SP1	SPECIFICATIONS	2
SP2	SPECIFICATIONS	2



1012 COGGINS PLACE
MARIETTA, GA 30060
678-594-5100

DRAWN BY: CSS CHECKED BY: JJP

REV	DATE	DESCRIPTION

A 10/31/16 ISSUED FOR REVIEW

REV DATE DESCRIPTION

If it is determined that any part of this drawing is incorrect, the user shall be responsible for any and all costs incurred by the user in connection with the correction of the drawing. The user shall be responsible for any and all costs incurred by the user in connection with the correction of the drawing.

NODE ID# **BRM079**

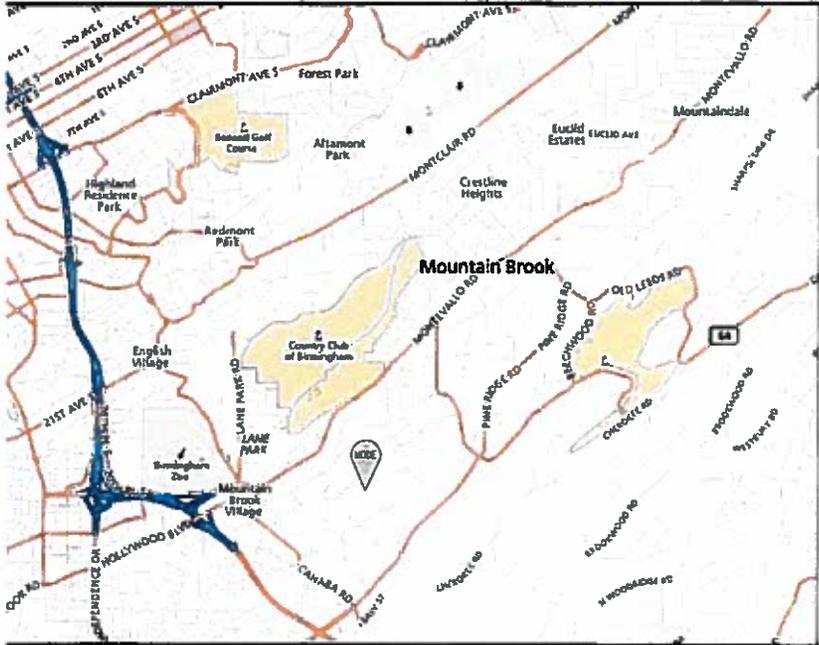
POLYCON ID# **BIRMINGHAM**

SHEET TITLE

TITLE SHEET

SHEET NUMBER

T1



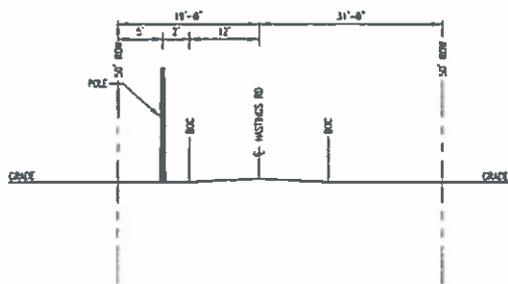
GENERAL VICINITY MAP



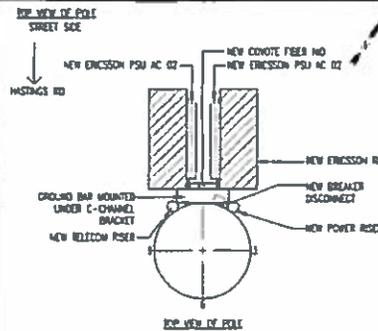
SPECIFIC LOCATION MAP



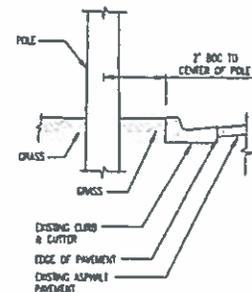
UNDERGROUND SERVICE ALERT
CALL GEORGIA 811 OR 1234
FREE 1-800-282-7111
48 HOURS BEFORE YOU DIG



1 TYPICAL PROFILE VIEW LOOKING NORTHEAST
SCALE: NTS



2 QUADRANT LOCATION OF PROPOSED EQUIPMENT
SCALE: NTS

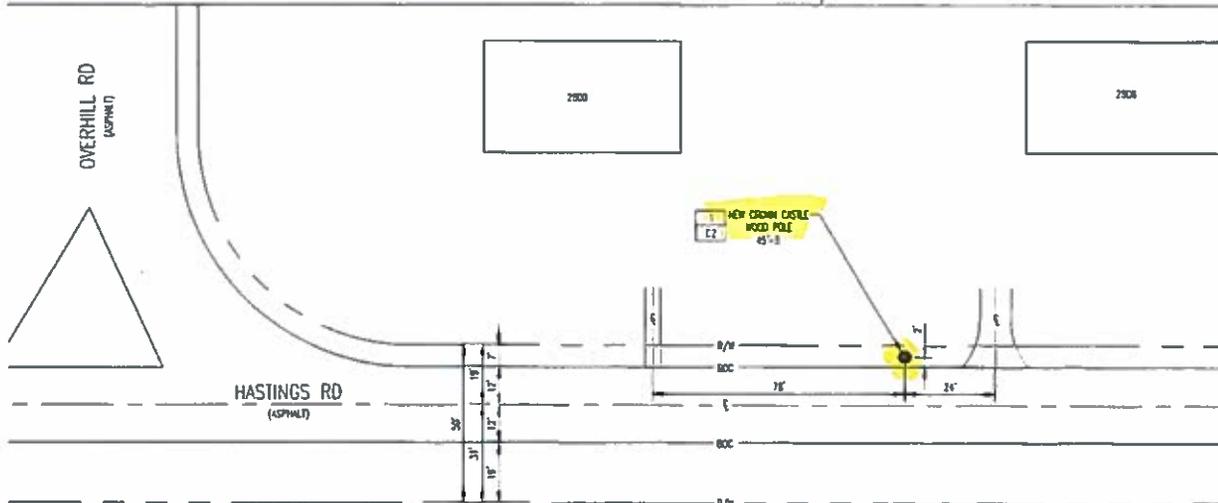


3 CURB ELEVATION LOOKING NORTHEAST
SCALE: NTS



1012 COGGINS PLACE
MARIETTA, GA 30060
678-594-5100

DESIGN BY:	CSS	CHECKED BY:	J.P.
DATE:		DATE:	
DESCRIPTION:		DESCRIPTION:	



4 PLAN VIEW
SCALE: NTS

UNDERGROUND SERVICE ALERT
CALL TOLL FREE 1-800-282-7411
48 HOURS BEFORE YOU DIG

NOTES

- CONTRACTOR SHALL MAINTAIN UNINTERRUPTED ACCESS TO ALL DRIVEWAYS, SIDE STREETS AND WALKWAYS AT ALL TIMES UNLESS OTHERWISE PERMITTED.
- CONTRACTOR SHALL PREPARE A MAINTENANCE OF TRAFFIC (MOT) PLAN FOR PEDESTRIAN TRAFFIC AND WORK WITHIN THE RIGHT-OF-WAY, INCLUDING VEHICLE PARKING AND EQUIPMENT STAGING.
- CONTRACTOR SHALL RESTORE ANY DISTURBED AREAS TO ORIGINAL CONDITION OR BETTER.

SYMBOL LEGEND

— C — POWER CONDUIT	⊙	MINIPOLE
— F — TIE/D CONDUIT	⊙	HYDRANT
— FIB — PROPOSED FIBER CONDUIT	⊙	EXISTING/REPLACEMENT UTILITY POLE
— OH — OVERHEAD CONDUCTORS	⊙	PROPOSED WOOD UTILITY POLE
— G — GROUNDING	⊙	PROPOSED METAL UTILITY POLE
— T — FENCE	⊙	PROPOSED CONCRETE UTILITY POLE
— W — WATER	⊙	
— S — SEWER	⊙	
— R — CENTERLINE OF ROAD		
— ST — STORM		
1 — REPRESENTS DETAIL / SHEET	1 — REPRESENTS NOTE	
C7 — REPRESENTS SHEET	C7 — REPRESENTS SHEET	

It is a violation of law for any person who has not been properly trained and certified to install, maintain, or repair any underground utility system. It is the responsibility of the contractor to ensure that all personnel are properly trained and certified.

PROJECT NO:	BRAN70
POLYCON NO:	BIRMINGHAM
SHEET TITLE:	SITE PLAN
SHEET NUMBER:	C1





RESOLUTION NO. 2016-139

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Sally Legg is hereby reappointed to the Village Design Review Committee to serve without compensation until August 23, 2019.

ADOPTED: This 26th day of September, 2016.

Council President

APPROVED: This 26th day of September, 2016.

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 September 26, 2016, as same appears in the minutes of record of said meeting.

City Clerk

RESOLUTION NO. 2016-140

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that John G. Wilson is hereby appointed to serve on the Tree Commission (filling the unexpired term of Ken Key), to serve without compensation, with the term of office to end December 12, 2017.

ADOPTED: This 26th day of September, 2016.

Council President

APPROVED: This 26th day of September, 2016.

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 September 26, 2016, as same appears in the minutes of record of said meeting.

City Clerk

From: Simeon Johnson [mailto:simeonjohnson@msn.com]
Sent: Thursday, September 22, 2016 2:36 PM
To: Sam Gaston; Janet Forbes; Virginia Smith
Subject: John Wilson bio

Hi Sam,

Please find below the bio for John Wilson. He plans to attend Monday night but needs to know what time. I told him it would be about 5:30. Is that correct?

Sim S.W. Johnson
cell [205.215.8621](tel:205.215.8621)

John Golightly Wilson is a LEED-accredited professional who has nearly two decades of experience in creating stunning, natural designs in both residential and commercial settings from the eastern shores of Maryland to Pensacola Beach, Florida. After graduating from Clemson University with a degree in landscape architecture, John took a position with Atlanta-based Howard Design Studio where he worked for three years, specializing in high-end residential design. John then took a position as a project manager with the award-winning firm Cummins Associates in Stonington, Connecticut for two years, before moving to Washington, D.C. to take an associate role at Oehme van Sweden & Associates, the nation's premier landscape design firm where he gained considerable praise for his contributions to projects such as the new U.S. Embassy in Bridgetown, Barbados.

In 2004, John and wife Brantley Fry, both born and raised in Mountain Brook, Alabama, moved back home, where he founded Golightly Landscape Architecture. For the past twelve years he has harnessed his years of experience across the United States, fashioning landscape designs uniquely his own.

2016-140

RESOLUTION NO. 2016-141

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the creation of one (1) Police Officer position (Class no. 60314, G17/10) for the Police Department to be filled at the discretion of the City Manager in accordance with the "Rules and Regulations" of the Personnel Board of Jefferson County for the purpose of assigning an APOST-certified position to the White Collar Crime Task Force overseen by the U. S. Secret Service and Jefferson County District Attorney.

ADOPTED: This 26th day of September, 2016.

Council President

APPROVED: This 26th day of September, 2016.

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 September 26, 2016, as same appears in the minutes of record of said meeting.

City Clerk

RESOLUTION NO. 2016-142

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes additional professional services as described in Exhibit A attached hereto with respect to the professional services agreement between the City and Nimrod Long & Associates previously authorized (Resolution No. 2015-180) regarding the installation/construction of a pedestrian bridge over Watkins Branch.

ADOPTED: This 26th day of September, 2016.

Council President

APPROVED: This 26th day of September, 2016.

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 September 26, 2016, as same appears in the minutes of record of said meeting.

City Clerk

Nimrod Long
And Associates



Land Planners
Landscape Architects
Urban Designers

September 19, 2016

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

RE Sidewalks at Watkins Branch Bridge
Request for Additional Services

Dear Sam:

2015-180 dtd 11/23/2015

Thank you for contacting us regarding Construction Administration Services for the proposed pedestrian bridge and sidewalk connection project at Watkins Branch. We are proposing this construction observation as Additional Services to the original Agreement and will invoice on an hourly basis.

Our Construction Administration Services will include the following:

1. NLA will obtain proposal for Testing including concrete strength, and bridge footing compaction by a qualified geotechnical engineering firm (actual geotechnical work performed to be billed separately by the geotechnical engineering firm);
2. General observation of all phases of the construction for conformance to plans and specifications, and written reports to inform the City of the work progress;
3. Review of field layout staking of bridge and trail components;
4. Review of shop drawings;
5. Review of Contractor's pay applications; and
6. Final review and report for Final Acceptance.

We propose to invoice on an hourly basis up to \$2,000.00 for our work outlined above. See hourly rates in the original Agreement.

Thank you for considering this proposal for Additional Services.

Sincerely,

Nimrod Long and Associates, Inc.


Joel Eliason, ASLA
President

RESOLUTION NO. 2016-143

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 services agreement between the City and Walter Schoel Engineering Company, Inc., in the form as attached hereto as Exhibit A, with respect to the installation/construction of a pedestrian bridge over Shades Creek.

ADOPTED: This 26th day of September, 2016.

Council President

APPROVED: This 26th day of September, 2016.

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 September 26, 2016, as same appears in the minutes of record of said meeting.

City Clerk

AGREEMENT FOR CONSULTING SERVICES
BETWEEN
THE CITY OF MOUNTAIN BROOK, ALABAMA
AND
WALTER SCHOEL ENGINEERING COMPANY, INC.
FOR
DESIGN OF A PEDESTRIAN BRIDGE OVER SHADES CREEK
Mountain Brook, Alabama
September 22, 2016

This **AGREEMENT**, entered into by and between **The City of Mountain Brook, Alabama**, hereinafter referred to as the **Client**, and **Walter Schoel Engineering Company, Inc.**, hereinafter referred to as the **Consultant**, engineering Services associated with the design of a pedestrian bridge over Shades Creek in Jemison Park.

SCOPE OF WORK

1. FINAL DESIGN PLANS

The Consultant would assist the Client in the design and permitting of the proposed pedestrian bridge. The Consultant would also prepare the appropriate Floodplain Development permit and No-Rise Certifications for the bridge located in the Floodway of Shades Creek. The Consultant would also coordinate with a geotechnical and structural engineer for the structural component of the bridge. The final design package would include the following elements:

- Cover Sheet
- Demolition Plan
- Layout Plan
- Grading and Drainage Plan
- Erosion Control Plan
- Details
- Technical Specifications

The design would utilize the previously collected topographic information of the site.

Proposed Fee	\$ 8,600 Civil Design
	\$ 3,850 Structural Design
	\$ 4,800 Geotechnical Analysis

2. CONSTRUCTION ADMINISTRATION

The Consultant would provide Construction Review to evaluate the Contractor's general conformance with plans and specifications. The Consultant will review Shop Drawings, and work with the Contractor and Client in solving any minor construction related problems that may arise.

Hourly Estimate \$ 1,000

NOT IN SCOPE OF WORK

1. FEMA Letter of Map Revision (LOMR or CLOMR)
2. ADA accessibility design
3. Site lighting
4. Utility improvements
5. Shades Creek improvements
6. ADEM NPDES Storm Water Permit, not required (site < 1 acre)
7. Front End bid documents and contract preparation

PAYMENT TERMS

The Consultant will bill the Client monthly based on work completed during the billing period. Work completed will be based upon a percentage of completion for Lump Sum Fees, and will be based on time and materials at the attached schedule of unit rates for Hourly Estimates and Not to Exceed agreements. Payments are due within thirty (30) days of invoice date. The Client's obligation to pay for services is in no way dependent upon the Client's ability to obtain financing, obtain approval from any governmental or regulatory agencies, real estate closing, receipt of payment from other parties or upon successful completion of the project. If payment is not received within thirty (30) days from date of invoice, the amounts may include a late charge of 1½ % per month, calculated from said thirtieth (30th) day. Should Consultant incur attorney's fees for collection of payment, the amount owed to Consultant shall include any and all said fees. Failure to make payment within sixty (60) days shall constitute a waiver of the right to dispute the accuracy and appropriateness of the invoice. In addition, Consultant reserves the right to suspend services under this Agreement until such time as payment is made in full for all amounts due for services rendered and expenses incurred has been received.

SCHEDULE OF UNIT RATES – EFFECTIVE THROUGH 12/31/2016

Senior Principal	\$ 250.00 per hour
Principal	\$ 170.00 per hour
Chief Land Surveyor	\$ 170.00 per hour
Senior Project Manager	\$ 140.00 per hour
Project Manager 2	\$ 130.00 per hour
Project Manager 1	\$ 120.00 per hour
Senior Professional	\$ 120.00 per hour
Project Professional	\$ 105.00 per hour
Staff Professional	\$ 95.00 per hour
Senior Designer / Survey Draftsman / Specialist	\$ 95.00 per hour
Designer / Survey Draftsman / Specialist 2	\$ 85.00 per hour
Designer / Survey Draftsman / Specialist 1	\$ 75.00 per hour
Field Survey Party	\$ 165.00 per hour
Laser Scanning Field Crew	\$ 400.00 per hour
Laser Scanning Specialist	\$ 125.00 per hour
Intern/Support	\$ 60.00 per hour
Courier	\$ 25.00 per delivery
Transportation	\$ 0.50 per mile
Materials (Stakes and Hubs)	\$ 0.35 each
(Flagging)	\$ 2.50 per roll
(Iron Pins and Caps)	\$ 5.00 each
(Spray Paint)	\$ 5.00 per can

Printing and other reimbursable expenses will be charged at cost, and are not included in the fee basis described above. Sub-consultant invoices will be billed to the client at a rate of 110% of the sub-consultant invoice. Overtime rates may apply for work required during non-standard work hours.

GENERAL TERMS AND CONDITIONS

- 1) Services performed under this Agreement will be conducted in a manner consistent with that level of care and skill exercised by members of the profession currently practicing under similar conditions. Plans, specifications, and submittals will be prepared in accordance with the written standards of the governing authorities having jurisdiction. Any extraordinary requirements for approvals will be considered additional services. No other warranty, expressed or implied, is made. Nothing in this agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.
- 2) The Client hereby agrees that to the fullest extent permitted by law the Consultant's total liability to Client for any and all injuries, claims, losses, expenses of damages whatsoever arising out of or in any way relating to the project, the site, or this Agreement, from any cause or causes including but not limited to the Consultant's negligence, errors, omissions, strict liability, breach of contract, breach of warranty shall not exceed the greater of the total amount paid by the Client for the services of the Consultant under this contract or \$50,000.00, whichever is greater. The Consultant's liability shall expire one (1) year from the completion date of the provision of services for each phase of the work.
- 3) The figures given above and in the body of this Agreement are based on the Scope of Work as described herein. If the above outlined Scope of Services is changed, or if there are other services that may be requested by the Client,

these additional services will also be performed at the above unit rates, or a revised fee will be negotiated to the satisfaction of both the Client and Consultant at that time. The Consultant reserves the right to adjust these unit rates for inflation costs on a one-year interval from the date of this proposal.

- 4) All claims, disputes, and other matters in controversy between Consultant and Client arising out of or in any way related to this agreement (other than as a result of Client's failure to pay amounts due hereunder) will be submitted to mediation before, and as a condition precedent to, other remedies provided by law. Mediation shall be held in the county where the project is located, and if the parties cannot agree on a mediator then one shall be appointed by the American Arbitration Association (AAA). Parties agree to split cost of mediation 50-50.
- 5) Services not expressly set forth in writing as basic or additional services and listed in the proposal to this Agreement are excluded from the scope of the Consultant's services, and the Consultant assumes no duty to the Client to perform such services.
- 6) 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 Client's files. The Consultant may rely on the information provided by the Client without verification. 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.
- 7) Consultant shall secure and maintain insurance as required by law or statutory requirements which will protect him from claims under the workers compensation acts and from 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.
- 8) All reports, plans, documents, or other materials resulting from the Consultant's efforts shall remain the property of the Consultant and are intended solely for the purpose of this Agreement. Any reuse by Client for purposes outside of this Agreement or any failure to follow Consultant's recommendations without Consultant's written permission shall be at the user's sole risk.
- 9) This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure to perform in accordance with the terms of the agreement by the other party through no fault of the terminating party. If this Agreement is terminated, it is agreed that Consultant shall be paid for total charges for labor performed to the termination notice date, plus reimbursable charges.
- 10) Neither party to this Agreement will be liable to the other party for delays in performing the services, nor for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control of either party.
- 11) 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.
- 12) The Consultant shall not be responsible for construction site safety or construction procedures, nor will the Consultant be responsible for the quality of the work performed by the contractor or other consultants.
- 13) Consultant may, at Client's request and for Client's convenience, provide documents in electronic format. Data, words, graphical representations, and drawings that are stored on electronic media or which are transmitted electronically, may be subject to uncontrollable alteration. The printed, signed and sealed hard copy is the actual professional instrument of service. In the event of a discrepancy between the electronic document and the hardcopy document, the hardcopy document will prevail.

PROPOSAL ACCEPTANCE

SUBMITTED:

Consultant: Walter Schoel Engineering Company, Inc.

Signature: Walter Schoel III

Name: Walter Schoel III

Title: President

Date: September 22, 2016

ACCEPTED:

Client: The City of Mountain Brook, Alabama

Signature: _____

Name: _____

Title: _____

Date: _____

Please print or type the following information for the individual, firm or corporation responsible for payment.

Company: _____

Client or Client's authorized representative: _____

Street Address: _____

City, State, Zip: _____

Phone Number: _____ **Fax Number:** _____

Email Address: _____

Client's Project Number: _____ **Client's Purchase Order Number:** _____

**ADDENDUM TO AGREEMENT BETWEEN
THE CITY OF MOUNTAIN BROOK AND
WALTER SCHOEL ENGINEERING COMPANY, INC.
DATED SEPTEMBER 26, 2016**

THIS ADDENDUM (“the/this Addendum”) to the principal agreement between the City of Mountain Brook, Alabama (“the City”) and Walter Schoel Engineering Company, Inc. (“the Contractor”) dated September 26, 2016.

This Addendum is a part of the principal agreement, but supersedes and controls any conflicting or inconsistent terms or provisions in the principal agreement, particularly to the extent the conflicting or inconsistent terms or provisions purport either to (a) confer greater rights or remedies on the Contractor than are provided herein or under otherwise applicable law, or to (b) reduce, restrict, or eliminate rights or remedies that would be available to the City under otherwise applicable law. The addendum shall remain in full force and effect with respect to any amendment, extension, or supplement of or to the principal agreement, whether or not expressly acknowledged or incorporated therein. No agent, employee, or representative of the City is authorized to waive, modify, or suspend the operation of the Addendum or any of its terms or provisions without express approval of the Mountain Brook City Council.

1. **Definitions.** For purposes of this Addendum, the terms below have the following meanings:
 - A. “*The City*” refers to and includes the City of Mountain Brook, Alabama, and its constituent departments, boards, and agencies.
 - B. “*The (this) Agreement*” refers to the principal contract, agreement, proposal, quotation, or other document that sets forth the basic terms and conditions under which the Contractor is engaged to provide goods, materials, or services to the City, including the payment or other consideration to be provided by the City in exchange therefor.
 - C. “*The Contractor*” refers to the person, firm, or other legal entity that enters into an agreement with the City to provide goods, materials, or services to the City, and includes vendors and suppliers providing goods, materials, and services to the City with or without a formal contract as well as the Contractor’s vendors, suppliers, and subcontractors.
2. **Arbitration; Mediation; Alternate Dispute Resolution.** The City agrees to arbitrate disputes or to engage in alternate dispute resolution (ADR) if arbitration or ADR is required by the agreement as a means of resolving disagreements arising thereunder or is a precondition to the pursuit of other legal remedies, but only to the extent (1) the rights and remedies available under such arbitration rules or processes do not afford the Contractor greater relief (e.g., attorney’s fees, damages, etc.) than would be available under otherwise applicable law, (2) the venue for the arbitration or mediation proceeding is in Jefferson County, Alabama, and (3) the costs of such proceedings (including the fees of the arbitrator or mediator) are divided evenly between the parties.
3. **Attorney’s Fees; Court Costs; Litigation Expenses.** The City shall not be liable for attorney’s fees, court costs, litigation expenses, and like charges except and to the extent such fees, costs,

and charges would be assessed against the City under applicable law in the absence of any contractual provision imposing or assigning liability therefor.

4. ***Late Payment Charges; Fees; Interest.*** The City shall not be liable for any late payment charges, interest, or fees on any delinquent bill for goods, materials, or services at a rate higher than two-thirds of one percent per month (eight percent per annum), but bills rendered to the City shall not be considered delinquent any earlier than thirty (30) days after rendition of a complete and accurate bill by the Contractor. Contested bills shall not be subject to late payment charges pending resolution of the dispute.
5. ***Indemnification; Hold-Harmless; Release; Waiver; Limitations of Liability or Remedies.*** The City shall not and does not indemnify, hold harmless, or release the Contractor or any other person, firm, or legal entity for, from, or with respect to any claim, cause of action, cost, charge, fee, expense, or liability whatsoever arising out of or relating to the subject matter of the agreement or the performance or nonperformance thereof; nor shall or does the City waive its right to assert or pursue any remedy or claim for relief of any kind that it may have against the Contractor or any other person, firm, or entity for any actual or alleged default or other breach of legal duty on the part of the Contractor or any person, firm, or entity in privity therewith or acting on Contractor's behalf. Any limitation or restriction regarding the type, nature, form, amount, or extent of any right, remedy, relief, or recovery that would otherwise be available to the City is expressly disavowed, excluded from the terms of the agreement, and void.
6. ***Choice of Law; Choice of Venue or Forum.*** The meaning, legal effect, and enforcement of terms and provisions of the agreement and the resolution of any disputes arising thereunder or relating thereto shall be governed by the laws of the State of Alabama except to the extent otherwise required by applicable conflict-of-law principles. The venue of any suit, action, or legal proceeding brought to enforce or secure relief by reason of any asserted breach of duty arising out of or relating to the performance or nonperformance of the agreement shall be Jefferson County, Alabama except to the extent otherwise required by applicable principles of law.
7. ***Construction of Addendum.*** Nothing in this Addendum shall be construed to create or impose any duty or liability on the City, to create a right or remedy in favor of the Contractor against the City, or to restrict or abrogate any right or remedy that is available to the City against the Contractor or any other person, firm, or entity under either the principal agreement or as a matter of law.
8. ***Alabama Immigration Law Compliance Contract.*** Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Contractor's hiring practices to execute an affidavit to this effect on the form supplied by the Board and return the same to the City. Contractor shall also enroll in the E-Verify

Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the Board may require to confirm Contractor's enrollment in the E-Verify Program. Contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If Contractor receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the City and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If Contractor violates any term of this provision, this Agreement will be subject to immediate termination by the City. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the City from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph.

DATED this 26th day of September, 2016.

Walter Schoel Engineering Company, Inc.

City of Mountain Brook, Alabama

By : _____

By : _____

Its : _____

Its : _____

RESOLUTION NO. 2016-144

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby awards the bid for the construction and installation of a pedestrian bridge over Watkins Branch to Gillespie Construction, LLC having been determined to meet all specifications and submitting the best bid.

BE IT FUTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the execution of a construction agreement and such other documents determined to be necessary with respect to said project.

ADOPTED: This 26th day of September, 2016.

Council President

APPROVED: This 26th day of September, 2016.

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 September 26, 2016, as same appears in the minutes of record of said meeting.

City Clerk

Nimrod Long
And Associates

L O N G

Land Planners
Landscape Architects
Urban Designers

September 22, 2016

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

RE Watkins Branch Pedestrian Bridge,
Mt. Brook #G-20160125-004
Bid Recommendation

Dear Sam:

We have reviewed the four bids received today and recommend that the City of Mountain Brook enter into contract with Gillespie Construction LLC, the lowest responsible bidder, in the **Base Bid amount of \$207,530.00**. Please note that Gillespie's base bid amount of \$212,780.00 included \$5,250.00 for sales tax, which we have subtracted.

Sincerely,

Nimrod Long and Associates, Inc.



Joel Eliason, ASLA
President

THE CITY OF MOUNTAIN BROOK, ALABAMA

PROJECT Watkins Branch Pedestrian Bridge
#G-20160125-004

CERTIFIED TABULATION OF BIDS
 AS TABULATED BELOW, BIDS WERE RECEIVED:

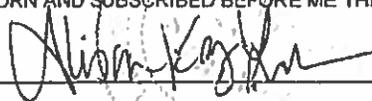
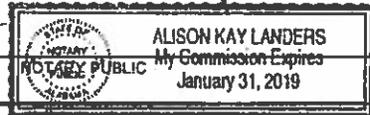
DATE: 22-Sep-16 TIME: 2:00 PM

CONTRACTOR	GEN. CONTR. LICENSE NO.	SURETY	BASE BID	BID ALT #1 -DEDUCT	BID ALT #2-DEDUCT	NOTATIONS
*Century Contruction & Realty, Inc.						
*Construction Services Group, LLC						
Gillespie Construction LLC	#47928	X	**\$207,530	\$1,500.00	\$5,100.00	** \$212,780 Base Bid included \$5,250 for sales tax.
Landscape Services, Inc.	#8601	X	\$263,799.59	\$2,000.00	\$5,949.45	
*Stone Building LLC						
Tortorigi Construction, Inc.	#11804	X	**\$377,426.00	\$1,000.00	\$5,000.00	**\$383,861 Base Bid included \$6,435 for sales tax.
Walker Patton Company, Inc.	#21347	X	\$284,208.40	\$3,000.00	\$5,000.00	
*No Bid Submitted						

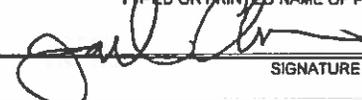
I CERTIFY THAT THE ABOVE BIDS WERE RECEIVED SEALED AND WERE PUBLICLY OPENED AND READ ALOUD AT THE TIME AND PLACE INDICATED AND THAT THIS IS A TRUE AND CORRECT TABULATION OF ALL BIDS RECEIVED FOR THIS PROJECT.

SWORN AND SUBSCRIBED BEFORE ME THIS 22nd DAY OF September 2016

BY Joel Ejiason, Nimrod Long and Associates, Inc.
TYPED OR PRINTED NAME OF PROJECT MANAGER

LS



SIGNATURE

**Watkins Creek Pedestrian Bridge
September 22, 2016
2:00 pm**

Gillespie

Base Bid: \$212,780.00

Alternate #1: - 1,500

Alternate #2: - 5,100

Landscape Services

Base Bid: \$263,799.59

Alternate #1: -2,000

Alternate #2: -5,949.45

Walker-Patton

Base Bid: \$284,208.40

Alternate #1: -3,000

Alternate #2: -5,000

Tortorigi

Base Bid: \$383,861.00

Alternate #1: -1,000

Alternate #2: -5,085

RESOLUTION NO. 2016-145

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes either the Mayor or City Manager to execute, for and on behalf of the City, lease agreements with Armans, LLC and Redstone Holdings, LLC, in the form as attached hereto as Exhibits A and B, respectively, with respect to the two leased public parking lots located in English Village.

ADOPTED: This 26th day of September, 2016.

Council President

APPROVED: This 26th day of September, 2016.

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 September 26, 2016, as same appears in the minutes of record of said meeting.

City Clerk

EXHIBIT A

STATE OF ALABAMA)
JEFFERSON COUNTY)

LEASE

This lease made this 26th day of September, 2016, by and between **Armans, LLC** (hereinafter called "Lessor") and the **City of Mountain Brook, Alabama**, a municipal corporation (hereinafter called "City").

1. Lessor does hereby lease and rent unto City, and City does hereby take as lessee under said lease, the property located at 2101 Cahaba Road, Mountain Brook, Jefferson County, Alabama, more particularly depicted on Exhibit "A" attached hereto. The property shall be used by City for public parking pursuant to City land-use regulation, during the term of said lease.

2. This lease shall be for a period of five (5) years commencing on October 1, 2016, and ending on September 30, 2021. City shall pay Lessor the following amounts per month during the reflected time periods:

TIME PERIOD	RENT
October 1, 2016 – September 30, 2017	\$1,856.47
October 1, 2017 – September 30, 2018	\$1,860.93
October 1, 2018 – September 30, 2019	\$1,865.39
October 1, 2019 – September 30, 2020	\$1,869.85
October 1, 2020 – September 30, 2021	\$1,874.32

Rent payments will be due and payable on the first day of each month.

3. City has already improved the property during an earlier lease term and does not anticipate making further improvements; provided, however, that should the City elect to make further improvements, they will be the responsibility of City. If the City makes further improvements and the lease is terminated by Lessor prior to the end of the lease term, Lessor shall reimburse City for all unamortized costs of any such improvements as of the date of termination.

4. City shall provide appropriate signage for the property, which shall be subject to the approval of Lessor; said approval not to be unreasonably withheld. The available parking area shall be marked off by removable signs across the main parking lot of Arman's.

5. City shall abate the ad valorem taxes on the subject property to the permissible limit of 26.1 mils during the term of this lease.

6. City shall be responsible for maintenance of said property during the term of this lease. City shall be responsible for monitoring and administering the property according to the terms of this lease. City shall maintain the property in a clean condition.

7. City shall not be responsible for any environmental condition of the property existing prior to the execution of the original lease of the property.

8. A. In the event of the sale of the property for an office or retail development, Lessor shall have the right to cancel this lease upon one hundred eighty (180) days' written notice to City. Said written notice shall be delivered by first class, U.S. mail to the attention of:

City Manager
City of Mountain Brook
P.O. Box 130009
Mountain Brook, AL 35213-0009

B. In the event the property is no longer needed for municipal purposes, City shall have the right to cancel this lease upon one hundred eighty (180) days' written notice to Lessor. Said written notice shall be delivered by first class,

United States mail to:

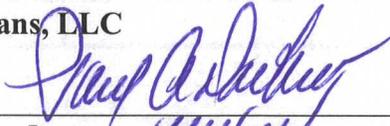
Mr. Paul Dreher
P.O. Box 131449
Mountain Brook, AL 35213



9. This lease shall be binding upon Lessor and City, their respective heirs, personal representatives, successors, and assigns.

10. City shall have the right to sublease the property, or any part of it, subject to Lessor's prior written approval, which shall not be unreasonably withheld or delayed.

Armans, LLC

By : 
Its : 

City of Mountain Brook, Alabama

By : _____
Its : _____

Attest : City Clerk



STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public, in and for said county and in said state, hereby certify that Paul A. Dreher, whose name as owner of Armans, LLC, a limited liability 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 foregoing conveyance, he as such representative and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office on this the 1st day of October, 2016.

Notary Public - Alabama State At Large
My Commission Expires
April 10, 2017
Bonded Thru Notary Public Underwriters

Michelle R Mathews
Notary Public

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public, in and for said county and in said state, hereby certify that _____, whose name as _____ 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 foregoing conveyance, he as such representative and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office on this the ___ day of October, 2016.

Notary Public

Paul

STATE OF ALABAMA)

JEFFERSON COUNTY)

LEASE

This lease made this 26th day of September, 2016, by and between **Redstone Holdings, LLC** (hereinafter called "Lessor") and the **City of Mountain Brook, Alabama**, a municipal corporation (hereinafter called "City").

1. Lessor does hereby lease and rent unto City, and City does hereby take as lessee under said lease, the property located at 2409 Fairway Drive, Mountain Brook, Jefferson County, Alabama, more particularly depicted on Exhibit "A" attached hereto. The property shall be used by City for public parking pursuant to City land-use regulation, during the term of said lease.

2. This lease shall be for a period of five (5) years commencing on October 1, 2016, and ending on September 30, 2021. City shall pay Lessor the following amounts per month during the reflected time periods:

TIME PERIOD	RENT
October 1, 2016 – September 30, 2017	\$3,447.72
October 1, 2017 – September 30, 2018	\$3,456.01
October 1, 2018 – September 30, 2019	\$3,464.30
October 1, 2019 – September 30, 2020	\$3,472.59
October 1, 2020 – September 30, 2021	\$3,480.87

Rent payments will be due and payable on the first day of each month.

3. City has already improved the property during an earlier lease term and does not anticipate making further improvements; provided, however, should the City elect to make further improvements, they shall be the responsibility of the City. If City makes such further

improvements and lease is terminated by Lessor prior to the end of the lease term, Lessor shall reimburse City for all unamortized costs of any improvements as of the date of termination.

4. City shall provide appropriate signage for the property, which shall be subject to the approval of Lessor; said approval not to be unreasonably withheld.

5. City shall abate the ad valorem taxes on the subject property to the permissible limit of 26.1 mils during the term of this lease.

6. City shall be responsible for maintenance of said property during the term of this lease. City shall be responsible for monitoring and administering the property according to the terms of this lease. City shall maintain the property in a clean condition.

7. City shall not be responsible for any environmental condition of the property existing prior to the execution of the original lease of the property.

8. A. In the event of the sale of the property for an office or retail development, Lessor shall have the right to cancel this lease upon one hundred eight (180) days' written notice to the City. Said written notice shall be delivered by first class, United States mail to the attention of:

City Manager
City of Mountain Brook
P.O. Box 130009
Mountain Brook, AL 35213-0009

B. Should the property no longer be needed for municipal purposes by City, City shall have the right to cancel this lease upon one hundred eighty (180) days' written notice to Lessor. Said written notice shall be delivered by first class, U.S. mail to:

Mr. Paul Dreher
P. O. Box 131449
Mountain Brook, AL 35213

9. This lease shall be binding upon Lessor and City, their respective heirs, personal representatives, successors, and assigns.

10. City shall have the right to sublease the property, or any part of it, subject to Lessor's prior written approval, which shall not be unreasonably withheld or delayed.

Redstone Holdings, LLC

By : *Paul A. Dubeau*
Its : *Director/Manager*

City of Mountain Brook, Alabama

By : _____
Its : _____

Attest : City Clerk

pad

STATE OF ALABAMA)

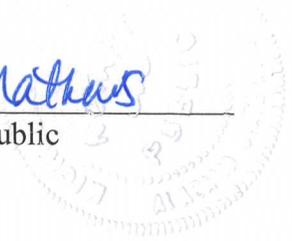
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public, in and for said county and in said state, hereby certify that Paul A. Dreher, whose name as owner of Redstone Holdings, LLC, a limited liability 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 foregoing conveyance, he as such representative and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office on this the 1st day of October, 2016.

Notary Public - Alabama State At Large
My Commission Expires
April 10, 2017
Bonded Thru Notary Public Underwriters

Michelle R Mathas
Notary Public



STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public, in and for said county and in said state, hereby certify that _____, whose name as _____ 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 foregoing conveyance, he as such representative and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office on this the ___ day of October, 2016.

Notary Public



1961

CITY OF MOUNTAIN BROOK

P. O. Box 130009
Mountain Brook, Alabama 35213-0009
Telephone: 205 802.2400
www.mtnbrook.org

Date: 2016-Sep-14
To: Sam Gaston, City Manager
From: Steven Boone
Subject: Amend the fiscal 2017 budget
c: Mayor and members of the City Council

The following changes to the 2017 budget have been requested by Chief Cook related to the purchase of a vehicle for the new task force position that was approved (the vehicle was inadvertently omitted from the budget adopted on September 12 (Ordinance No. 1958).

Ledger	Description	Adopted Budget	Revised Budget	(Surplus) / Deficit	General	Capital	
					Operations (100)	Projects (441)	
Ordinance 1958 (Surplus) Deficit (pgs 21 and 26, respectively)					\$ (760,000)	\$ 126,320	
441-3590-6730-3523	Equip-Vehicle for Task Force Officer	78,000	108,000	30,000	0	30,000	
441-3408-4810	Transfers General Fund	(207,081)	(237,081)	(30,000)	0	(30,000)	
100-1116-6971	Transfers Capital Projects	207,081	237,081	30,000	30,000	0	
	Total	78,000	108,000	30,000	30,000	0	
Ordinance No. 1961 adopted September 26, 2016					(Surplus) / Deficit	\$ (730,000)	\$ 126,320

①

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK,
ALABAMA, AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING
OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017**

BE IT ORDAINED by the City Council of the City of Mountain Brook, Alabama, that the following is the adopted budget for all major funds of the City for the fiscal year beginning October 1, 2016 and ending September 30, 2017:

	<u>General Operations</u> (100)	<u>Park Board</u> (115)	<u>Library Board</u> (70X)	<u>Capital Projects</u> (417/428/441)	<u>Other Governmental</u> (5XX/600)	<u>All Other</u> (132/14X/153)
Funds Available:						
Revenues:						
Taxes	\$ 30,660,989	\$ 0	\$ 0	\$ 0	\$ 391,300	\$ 0
Licenses and permits	4,511,900	0	0	0	0	0
Intergovernmental	0	50,900	0	0	0	45,598
Charges for services	541,300	92,800	8,000	0	388,000	45,600
Fines and forfeitures	494,000	0	55,000	0	192,100	0
Grants	0	0	11,138	1,621,200	0	0
Investment Earnings	118,000	500	270	29,200	4,440	8,200
Miscellaneous	313,400	3,000	1,500	25,000	175,000	0
Proceeds from the issuance of debt	0	0	0	0	0	0
Proceeds from the sale of property	0	0	0	0	0	0
Intrafund transfers in:						
General Operations/Capital	0	0	0	3,438,416	725,205	0
Park Board	0	0	0	165,000	0	0
Library Board	0	0	0	105,000	0	0
Other (14X/153)	(45,599)	0	0	0	0	0
E-911	0	0	0	0	0	0
Operating transfers in-component unit	0	0	25,000	0	0	0
Donations	0	0	71,400	38,000	0	0
(Surplus) deficit	(730,000)	0	26,990	3,643,794	(254,497)	(33,199)
Total Fund Available	\$ 35,863,990	\$ 147,200	\$ 199,298	\$ 9,065,610	\$ 1,621,548	\$ 66,199
Expenditures:						
Legislation and management	\$ 1,892,272	\$ 0	\$ 0	\$ 15,000	\$ 0	\$ 0
Planning, Building & Sustainability	398,077	0	0	0	0	0
Intergovernmental	954,500	0	0	0	0	0
Unassigned benefits	740,000	0	0	0	0	0
Finance	1,349,866	0	0	24,220	270,625	0
Fire	7,219,216	0	0	926,700	0	0
Inspection Services	459,956	0	0	0	0	0
Police	7,675,921	0	0	752,620	475,882	0
Street and Sanitation	6,675,645	0	0	6,859,570	875,041	0
Parks and Recreation	0	1,154,680	0	418,500	0	136,798
Library	0	0	3,231,734	69,000	0	0
Debt service payments	0	0	0	0	0	0
Operating transfers-out:						
General Fund	0	0	0	0	0	(45,599)
Capital Projects	3,708,416	0	0	0	0	0
Special Revenue	425,205	0	0	0	0	0
Debt Service (Other)	300,000	0	0	0	0	0
Other funds (Other)	25,000	0	0	0	0	(25,000)
Park Board	1,007,480	(1,007,480)	0	0	0	0
Library Board	3,032,436	0	(3,032,436)	0	0	0
Total Expenditures	\$ 35,863,990	\$ 147,200	\$ 199,298	\$ 9,065,610	\$ 1,621,548	\$ 66,199

BE IT FURTHER ORDAINED by the City Council of the City of Mountain Brook, Alabama that the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to disburse funds for the payment of budgeted expenditures including and not limited to salaries and benefits, payroll taxes, service and other contracts, debt service, utilities, supplies and such other obligations incurred by the City in the normal course of municipal, public safety, and recreational operations.

ADOPTED: The 26th of September, 2016.

Council President

APPROVED: The 26th of September, 2016.

Mayor

CERTIFICATION

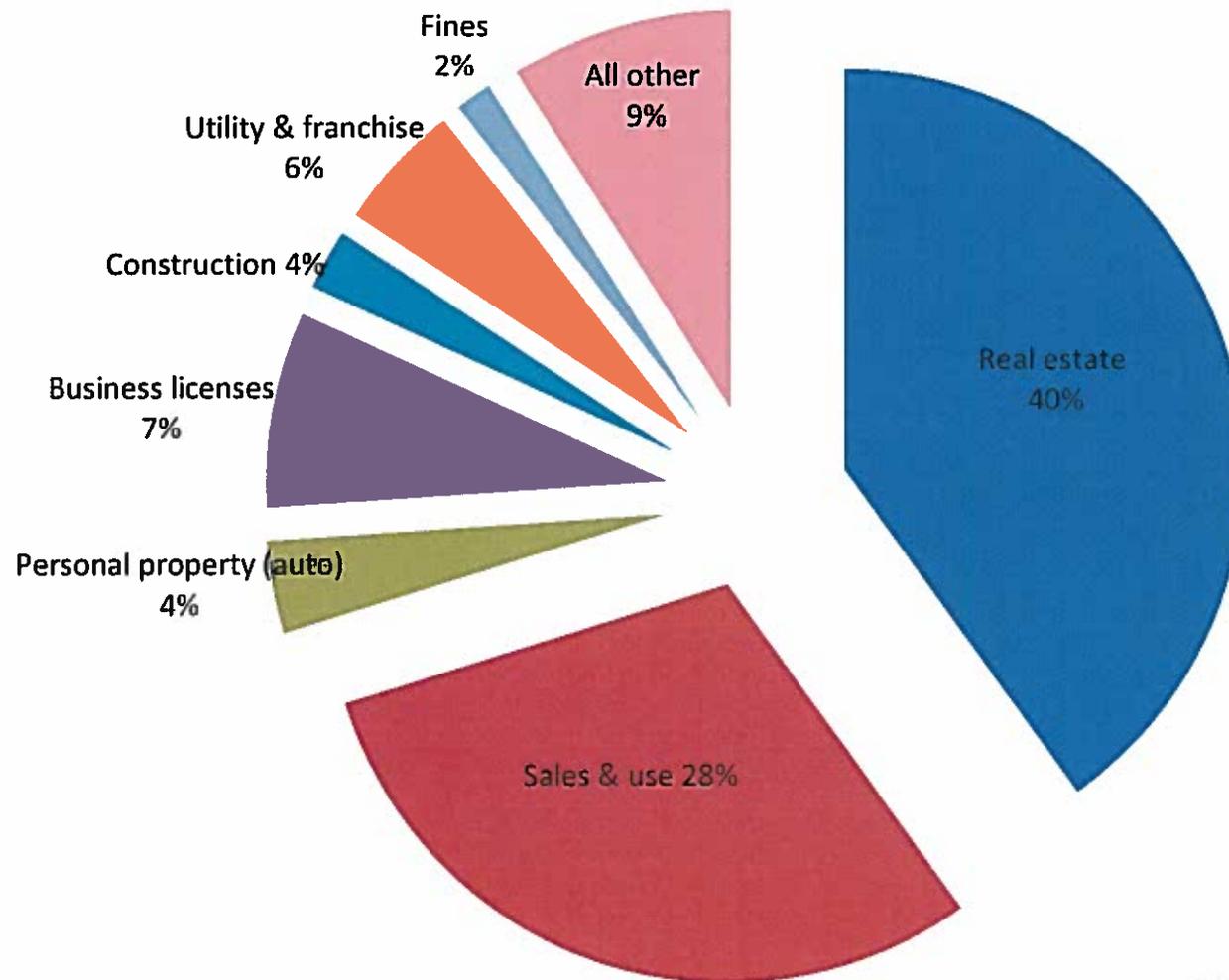
I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of an ordinance adopted by the City Council of the City of Mountain Brook at its meeting held on September 26, 2016, as same appears in the minutes of record of said meeting, and published by posting copies thereon on September 27, 2016, at the following public places as required by law.

City Hall, 56 Church Street
Gilchrist Pharmacy, 2850 Cahaba Road

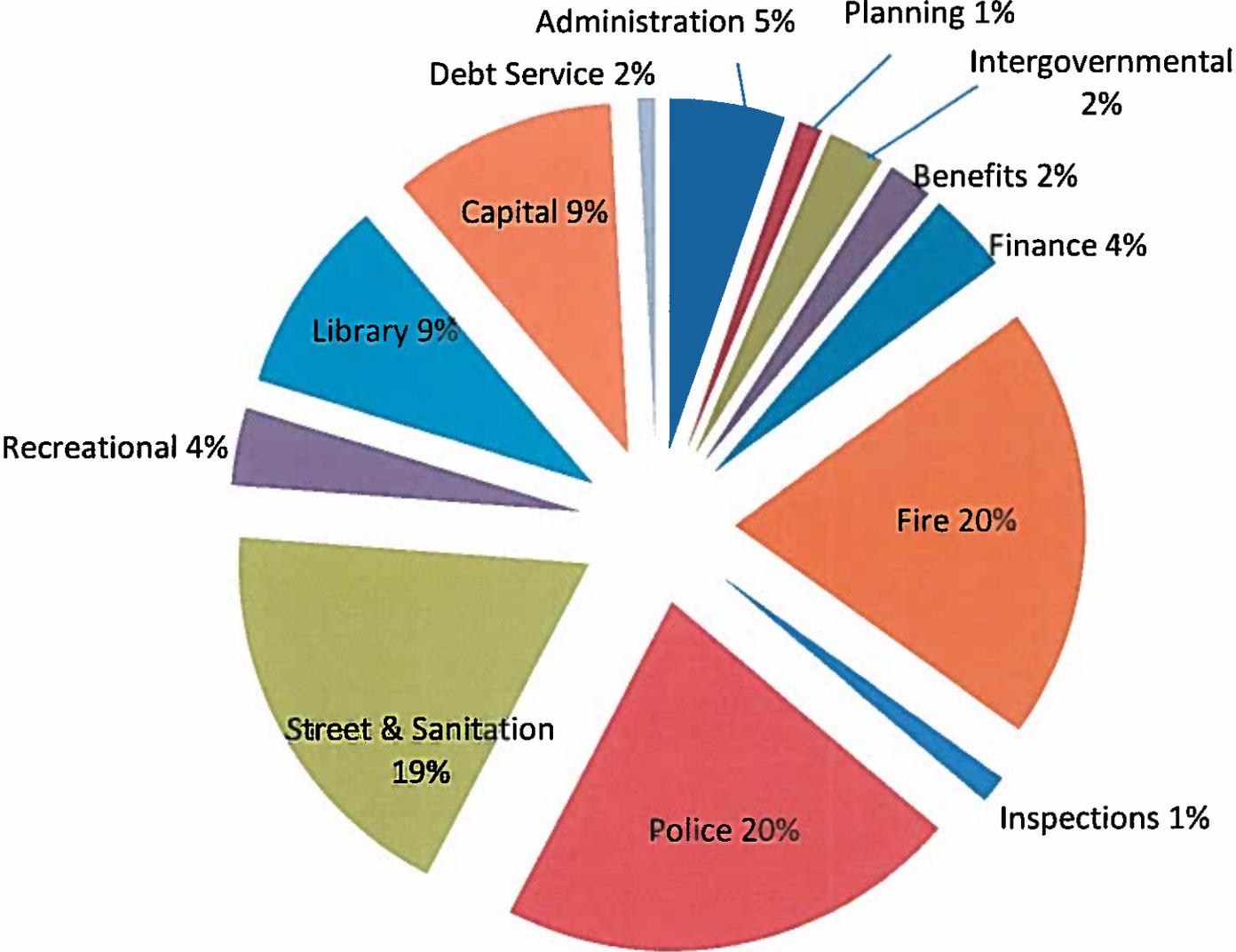
Overton Park, 3020 Overton Road
Cahaba River Walk, 3503 Overton Road

City Clerk

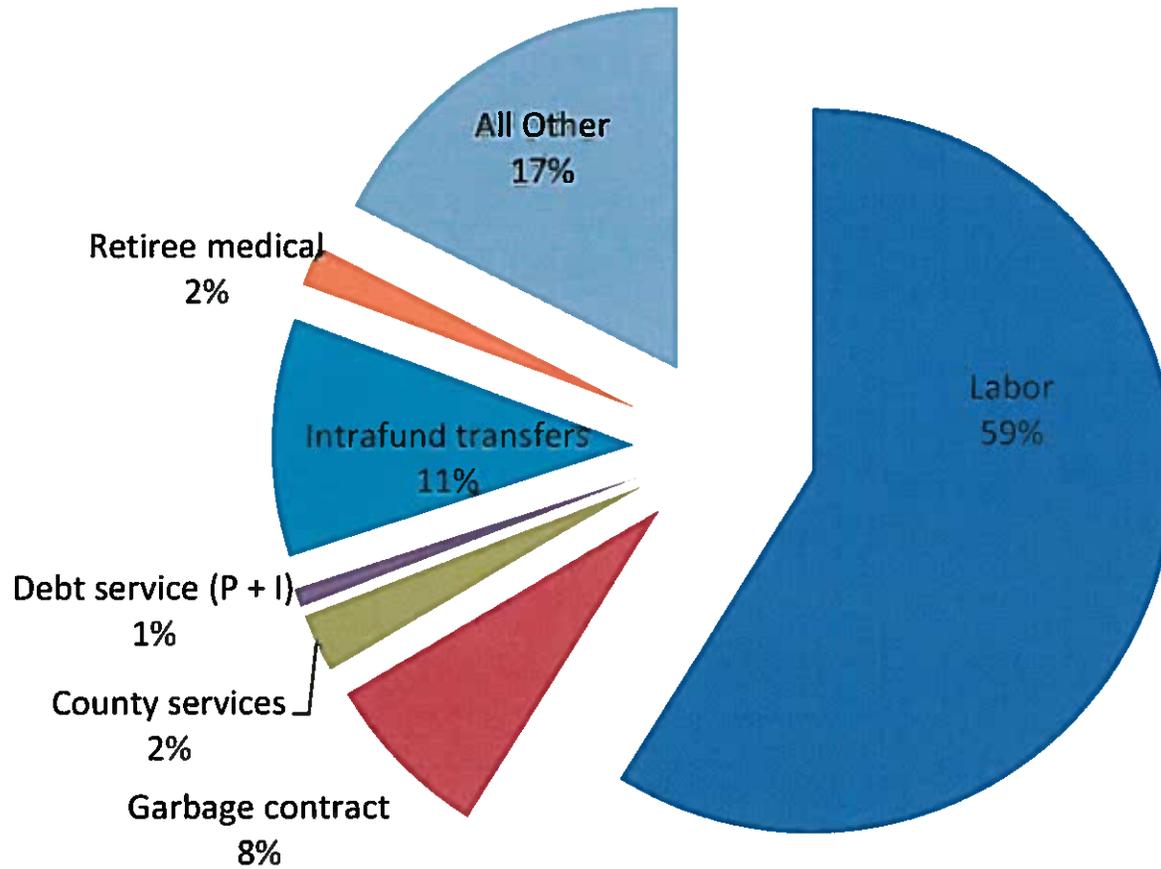
2017 General Fund Revenue Budget



2017 General Fund Expense Budget



2017 General Fund Expense Budget



General Operations (Fund 100) Budget Summary
City of Mountain Brook, Alabama
Year Ended

	<u>Actual 2015</u>	<u>Budget 2016</u>	<u>Projected 2016</u>	<u>Budget 2017</u>
Revenues	\$ 34,697,560	\$ 35,484,800	\$ 35,693,997	\$ 36,639,589
Expenses and Intrafund Transfers:				
General Government	11,891,455	11,974,694	11,507,864	12,233,451
Legislation & Management	1,687,334	2,107,945	1,986,450	2,348,272
Planning	214,201	365,714	386,038	398,077
Intergovernmental	828,082	860,874	917,571	954,500
Benefits (Unassigned)	711,150	754,000	672,676	740,000
Intrafund Transfers-Park Board	1,019,287	1,144,402	1,018,858	1,172,480
Intrafund Transfers-Library Board	2,843,023	3,060,047	2,907,259	3,137,436
Intrafund Transfers-All Other	3,240,514	2,331,083	2,267,132	2,078,820
Finance	1,347,864	1,350,629	1,351,880	1,403,866
Administration	473,962	533,410	524,724	515,900
Revenue	247,036	245,258	247,766	267,034
Accounting	319,975	244,935	250,288	274,013
Network Administration	306,891	327,026	329,102	346,919
Public Safety	15,012,162	15,771,000	15,669,588	16,448,493
Fire	7,237,928	7,592,121	7,646,486	7,758,016
Administration	863,686	1,011,260	1,047,754	1,052,174
Training & Safety	143,778	155,195	155,433	164,950
Prevention	159,215	160,892	188,700	136,173
EMS Transportation	413,696	432,525	427,399	459,935
Suppression	5,657,553	5,832,249	5,827,200	5,944,784
Inspections	485,841	447,745	449,628	474,956
Police	7,288,393	7,731,134	7,573,474	8,215,521
Administration	2,388,224	2,455,488	2,363,277	2,528,532
Training	119,637	138,500	128,500	155,000
Patrol	3,724,088	3,954,635	3,962,654	4,339,296
Detectives	875,556	977,754	925,911	989,529
School Resource Officers	180,888	204,757	193,132	203,164
Public Works	6,897,345	7,105,152	6,948,128	7,227,645
Administration	1,359,015	1,417,332	1,386,223	1,448,826
Gargage & Trash Contract	2,788,698	2,827,000	2,788,551	2,788,000
Heavy Construction	1,056,519	1,072,399	1,076,011	1,064,390
Traffic & Right-of-Way	1,587,656	1,581,034	1,573,947	1,701,892
Fleet Maintenance	105,457	207,387	123,396	224,537
Total Expenses and Transfers	<u>33,800,962</u>	<u>34,850,846</u>	<u>34,125,580</u>	<u>35,909,589</u>
Surplus (Deficit)	<u>\$ 896,598</u>	<u>\$ 633,954</u>	<u>\$ 1,568,417</u>	<u>\$ 730,000</u>

Statement of Budgeted Revenues, Expenditures, and Changes in Fund Balance (Fund Financial Statements)
City of Mountain Brook, Alabama
Year Ended

	2017						
	General Fund 1XX, 7XX	Capital Projects 4XX	Debt Service 6XX	Other Governmental Funds 5XX	Total Governmental Funds Budget 2017	Total Governmental Funds Budget 2016	Actual 2015
Revenues:							
Taxes	\$ 30,660,989	\$ 0	\$ 0	\$ 391,300	\$ 31,052,289	\$ 29,863,300	\$ 29,006,089
Licenses and permits	4,511,900	0	0	0	4,511,900	4,588,700	4,525,166
Intergovernmental	96,498	0	0	0	96,498	95,714	92,199
Charges for services	687,700	0	0	388,000	1,075,700	1,158,248	1,133,897
Fines and forfeitures	549,000	0	0	192,100	741,100	765,100	856,401
Grants	11,138	1,621,200	0	0	1,632,338	1,054,138	123,157
Investment Earnings	126,970	29,200	1,000	3,440	160,610	138,610	213,762
Miscellaneous	317,900	25,000	0	175,000	517,900	468,500	507,144
Total Revenues	36,962,095	1,675,400	1,000	1,149,840	39,788,335	38,132,310	36,457,815
Expenditures:							
General government	5,334,715	39,220	0	270,625	5,644,560	6,590,875	4,664,126
Public safety	15,355,093	1,679,320	0	475,882	17,510,295	17,232,544	15,423,035
Street & sanitation	6,675,645	6,859,570	0	875,041	14,410,256	13,715,971	7,666,361
Recreational	1,291,478	418,500	0	0	1,709,978	1,643,398	1,540,750
Library	3,231,734	69,000	0	0	3,300,734	3,235,345	3,162,203
Debt service	0	0	0	0	0	3,746,641	357,350
Total Expenditures	31,888,665	9,065,610	0	1,621,548	42,575,823	46,164,774	32,813,825
Excess (deficiency) of revenues over expenditures	5,073,430	(7,390,210)	1,000	(471,708)	(2,787,488)	(8,032,464)	3,643,990
Other Financing Sources (Uses):							
Proceeds from the issuance of debt	0	0	0	0	0	0	0
Operating transfers in	0	3,708,416	300,000	425,205	4,433,621	4,975,265	6,014,055
Operating transfers (out)	(4,433,621)	0	0	0	(4,433,621)	(4,975,265)	(6,014,055)
Operating transfers in-component unit	25,000	0	0	0	25,000	25,000	144,450
Donations	71,400	38,000	0	0	109,400	81,400	86,495
Total Other Financing Sources	(4,337,221)	3,746,416	300,000	425,205	134,400	106,400	230,945
Excess (Deficiency) of Revenues and Other Financing Sources Over Expenditures and other Financing Uses	736,209	(3,643,794)	301,000	(46,503)	(2,653,088)	(7,926,064)	3,874,935
Fund balance, beginning of year	15,577,275	14,442,964	929,702	826,037	31,775,978	34,410,095	30,535,178
FUND BALANCES, END OF YEAR	\$ 16,313,484	\$ 10,799,170	\$ 1,230,702	\$ 779,534	\$ 29,122,890	\$ 26,484,031	\$ 34,410,113

Schedule of Historical General Fund Revenues by Source
City of Mountain Brook, Alabama
Year Ended September 30,

	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>Budget</u> <u>2016</u>	<u>2017</u>
Taxes										Projected	
Real property	\$ 13,919,181	\$ 14,592,638	\$ 14,322,580	\$ 13,890,843	\$ 13,873,635	\$ 13,512,485	\$ 13,867,794	\$ 13,994,315	\$ 14,311,000	\$ 14,443,548	\$ 14,808,889
Sales and use	8,412,007	7,666,594	7,854,903	8,476,522	9,112,494	9,578,337	9,808,223	10,158,557	10,640,000	10,362,653	11,141,000
Occupational	0	0	0	0	0	0	0	0	0	0	0
Utility	1,336,420	1,413,759	1,450,440	1,460,206	1,365,487	1,284,421	1,288,163	1,325,088	1,325,100	1,283,444	1,283,400
Personal property	1,130,239	1,022,666	1,047,869	1,079,079	1,152,424	1,208,485	1,217,199	1,306,732	1,291,300	1,378,933	1,392,700
Road and bridge	572,272	596,000	590,899	572,584	575,000	565,066	550,686	596,475	571,000	595,991	596,000
Other	985,588	1,075,676	1,016,068	903,688	1,030,681	1,038,515	1,127,178	1,238,322	1,333,600	1,488,060	1,439,000
Total taxes	26,355,707	26,367,333	26,282,759	26,382,922	27,109,721	27,187,309	27,859,243	28,619,489	29,472,000	29,552,629	30,660,989
Licenses and permits											
Business	1,994,039	1,998,980	2,130,822	2,165,612	2,223,912	2,492,623	2,531,307	2,679,512	2,771,000	2,851,921	2,909,000
Construction permits	1,036,354	634,059	624,309	753,444	800,820	1,100,204	1,347,583	1,143,394	1,137,000	1,133,065	905,000
Cable TV franchise fees	323,082	328,641	347,757	352,964	391,701	424,912	389,500	423,088	402,000	427,000	427,000
Waterworks Board	167,341	157,794	159,242	207,939	216,090	216,839	192,875	215,518	216,000	208,099	208,000
Other	63,382	57,966	64,720	60,310	61,928	62,115	65,154	63,674	62,700	62,839	62,900
Total licenses and permits	3,584,198	3,177,440	3,326,850	3,540,269	3,694,451	4,296,693	4,526,419	4,525,166	4,588,700	4,682,924	4,511,900
Intergovernmental	149,710	84,723	82,826	84,874	85,613	84,547	85,443	92,199	95,714	94,148	96,498
Charges for services											
Garbage fees	71,252	39,094	34,062	32,436	39,235	35,589	34,086	33,890	36,700	28,030	28,000
Other	498,576	486,785	591,636	619,716	714,561	693,408	730,347	695,790	733,548	704,629	659,700
Total charges for services	569,828	525,879	625,698	652,152	753,796	728,997	764,433	729,680	770,248	732,659	687,700
Fines and forfeitures - court	470,020	443,400	514,542	529,522	446,682	559,465	577,844	643,492	573,000	544,247	549,000
Grants	37,355	50,799	19,708	282,423	12,062	15,755	100,187	53,653	11,138	11,306	11,138
Other operating revenue											
Investment earnings	428,304	271,788	207,214	131,706	19,888	138,162	69,522	150,669	104,970	118,379	126,970
Other	230,717	371,526	254,173	300,657	458,142	439,492	311,374	296,043	268,500	318,032	317,900
Total other operating revenue	659,021	643,314	461,387	432,363	478,030	577,654	380,896	446,712	373,470	436,411	444,870
Total Revenues	\$ 31,825,839	\$ 31,292,888	\$ 31,313,770	\$ 31,904,525	\$ 32,580,355	\$ 33,450,420	\$ 34,294,465	\$ 35,110,391	\$ 35,884,270	\$ 36,054,324	\$ 36,962,095

Combining Statement of Budgeted General Fund Revenues, Expenditures, and Changes in Fund Balance
City of Mountain Brook, Alabama
Year Ended

	2017 Budget										
	General Fund	General Operations	Park Board	Drug Asset Forfeitures	Community Fund	Emergency Reserves	Phase 3 Fields	Court Cash Bonds	Operating	Library Books	Endowment
	Total	100	115	132	142	146	149	153	701	702	703
Revenues:											
Taxes	\$ 30,660,989	\$ 30,660,989	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Licenses and permits	4,511,900	4,511,900	0	0	0	0	0	0	0	0	0
Intergovernmental	96,498	0	50,900	0	0	0	45,598	0	0	0	0
Charges for services	687,700	541,300	92,800	0	0	0	45,600	0	8,000	0	0
Fines and forfeitures	549,000	494,000	0	0	0	0	0	0	45,000	10,000	0
Grants	11,138	0	0	0	0	0	0	0	11,138	0	0
Investment Earnings	126,970	118,000	500	0	0	8,200	0	0	0	70	200
Miscellaneous	317,900	313,400	3,000	0	0	0	0	0	1,500	0	0
Total Revenues	36,962,095	36,639,589	147,200	0	0	8,200	91,198	0	65,638	10,070	200
Expenditures:											
General government	5,334,715	5,334,715	0	0	0	0	0	0	0	0	0
Public safety	15,355,093	15,355,093	0	0	0	0	0	0	0	0	0
Street & sanitation	6,675,645	6,675,645	0	0	0	0	0	0	0	0	0
Recreational	1,291,478	0	1,154,680	0	0	0	136,798	0	0	0	0
Library	3,231,734	0	0	0	0	0	0	0	2,843,074	388,660	0
Debt service	0	0	0	0	0	0	0	0	0	0	0
Total Expenditures	31,888,665	27,365,453	1,154,680	0	0	0	136,798	0	2,843,074	388,660	0
Excess (deficiency) of revenues over expenditures	5,073,430	9,274,136	(1,007,480)	0	0	8,200	(45,600)	0	(2,777,436)	(378,590)	200
Other Financing Sources (Uses):											
Proceeds from the issuance of debt	0	0	0	0	0	0	0	0	0	0	0
Operating transfers in	0	0	0	0	0	0	0	0	0	0	0
Operating transfers (out)	(4,433,621)	(8,544,136)	1,007,480	0	0	25,000	45,599	0	2,777,436	255,000	0
Operating transfers in-component unit	25,000	0	0	0	0	0	0	0	0	25,000	0
Donations	71,400	0	0	0	0	0	0	0	0	71,400	0
Total Other Financing Sources	(4,337,221)	(8,544,136)	1,007,480	0	0	25,000	45,599	0	2,777,436	351,400	0
Excess (Deficiency) of Revenues and Other Financing Sources Over Expenditures and other Financing Uses	736,209	730,000	0	0	0	33,200	(1)	0	0	(27,190)	200
Fund balance, beginning of year	15,577,275	12,784,372	81,097	10,236	10,970	2,508,200	(1,403)	0	0	129,604	54,199
FUND BALANCES, END OF YEAR	\$ 16,313,484	\$ 13,514,372	\$ 81,097	\$ 10,236	\$ 10,970	\$ 2,541,400	\$ (1,404)	\$ 0	\$ 0	\$ 102,414	\$ 54,399

**Combining Statement of Budgeted Capital Project Funds Revenues, Expenditures, and
Changes in Fund Balance
City of Mountain Brook, Alabama
Year Ended**

2017 Budget

	<u>Capital Projects Total</u>	<u>Infrastructure Projects 417</u>	<u>Grant Funded 428</u>	<u>Capital 441</u>
Revenues:				
Taxes	\$ 0	\$ 0	\$ 0	\$ 0
Licenses and permits	0	0	0	0
Intergovernmental	0	0	0	0
Charges for services	0	0	0	0
Fines and forfeitures	0	0	0	0
Grants	1,621,200	115,200	1,506,000	0
Investment Earnings	29,200	10,000	1,200	18,000
Miscellaneous	25,000	0	0	25,000
Total Revenues	1,675,400	125,200	1,507,200	43,000
Expenditures:				
General government	39,220	0	0	39,220
Public safety	1,679,320	0	0	1,679,320
Street & sanitation	6,859,570	4,266,000	1,891,809	701,761
Recreational	418,500	276,000	0	142,500
Library	69,000	0	0	69,000
Debt service	0	0	0	0
Total Expenditures	9,065,610	4,542,000	1,891,809	2,631,801
Excess (deficiency) of revenues over expenditures	(7,390,210)	(4,416,800)	(384,609)	(2,588,801)
Other Financing Sources (Uses):				
Proceeds from the issuance of debt	0	0	0	0
Operating transfers in	3,708,416	861,326	384,609	2,462,481
Operating transfers (out)	0	0	0	0
Operating transfers in-component unit	0	0	0	0
Donations	38,000	38,000	0	0
Total Other Financing Sources	3,746,416	899,326	384,609	2,462,481
Excess (Deficiency) of Revenues and Other Financing Sources Over Expenditures and other Financing Uses	(3,643,794)	(3,517,474)	0	(126,320)
Fund balance, beginning of year	14,442,964	4,715,548	528,661	9,198,755
FUND BALANCES, END OF YEAR	\$ 10,799,170	\$ 1,198,074	\$ 528,661	\$ 9,072,435

①

**Combining Statement of Budgeted Other Governmental Funds Revenues, Expenditures, and Changes in Fund Balance
City of Mountain Brook, Alabama
Year Ended**

	2017 Budget							
	Other	Gasoline Tax Funds				E-911	Corrections	Debt
	Governmental Funds Total	5¢ 521	7¢ 522	4¢ 523	2¢ 524	District 531	Fund 554	Service 600
Revenues:								
Taxes	\$ 391,300	\$ 59,000	\$ 206,000	\$ 121,000	\$ 5,300	\$ 0	\$ 0	\$ 0
Licenses and permits	0	0	0	0	0	0	0	0
Intergovernmental	0	0	0	0	0	0	0	0
Charges for services	388,000	0	0	0	0	388,000	0	0
Fines and forfeitures	192,100	0	0	0	0	2,100	190,000	0
Grants	0	0	0	0	0	0	0	0
Investment Earnings	3,440	100	1,700	300	40	1,300	0	1,000
Miscellaneous	175,000	0	175,000	0	0	0	0	0
Total Revenues	1,149,840	59,100	382,700	121,300	5,340	391,400	190,000	1,000
Expenditures:								
General government	270,625	0	0	0	0	0	270,625	0
Public safety	475,882	0	0	0	0	331,302	144,580	0
Street & sanitation	875,041	42,784	705,899	123,017	3,341	0	0	0
Recreational	0	0	0	0	0	0	0	0
Library	0	0	0	0	0	0	0	0
Debt service	0	0	0	0	0	0	0	0
Total Expenditures	1,621,548	42,784	705,899	123,017	3,341	331,302	415,205	0
Excess (deficiency) of revenues over expenditures	(471,708)	16,316	(323,199)	(1,717)	1,999	60,098	(225,205)	1,000
Other Financing Sources (Uses):								
Proceeds from the issuance of debt	0	0	0	0	0	0	0	0
Operating transfers in	425,205	0	200,000	0	0	0	225,205	300,000
Operating transfers (out)	0	0	0	0	0	0	0	0
Operating transfers in-component unit	0	0	0	0	0	0	0	0
Donations	0	0	0	0	0	0	0	0
Total Other Financing Sources	425,205	0	200,000	0	0	0	225,205	300,000
Excess (Deficiency) of Revenues and Other Financing Sources Over Expenditures and other Financing Uses	(46,503)	16,316	(123,199)	(1,717)	1,999	60,098	0	301,000
Fund balance, beginning of year	826,037	14,306	306,352	63,121	5,501	436,757	0	929,702
FUND BALANCES, END OF YEAR	\$ 779,534	\$ 30,622	\$ 183,153	\$ 61,404	\$ 7,500	\$ 496,855	\$ 0	\$ 1,230,702
		11%	65%	22%	3%			

**Statement of Changes in Fiduciary Net Position
Other Post-Employment Benefits Trust Fund
Year Ended September 30**

	<u>Actual 2015</u>	<u>Budget 2016</u>	<u>Projected 2016</u>	<u>Budget 2017</u>
ADDITIONS				
Contributions				
215-3408-4810 Employer	\$ 658,063	\$ 701,000	\$ 635,000	\$ 654,000
215-3407-4231 Plan members	128,682	152,000	125,830	132,000
215-3407-4400 Investment earnings	31,151	18,000	22,439	20,000
TOTAL ADDITIONS	817,896	871,000	783,269	806,000
DEDUCTIONS				
215-1115-6130 Benefits	475,010	553,000	454,000	481,000
215-1100-6*** Administrative expense	13,990	0	0	5,000
TOTAL DEDUCTIONS	489,000	553,000	454,000	486,000
NET INCREASE	328,896	318,000	329,269	320,000
Net position held in trust for other post-employment benefits, beginning of year	<u>1,571,336</u>	<u>1,900,232</u>	<u>1,900,232</u>	<u>2,229,501</u>
NET POSITION HELD IN TRUST FOR OTHER POST-EMPLOYMENT BENEFITS, END OF YEAR	<u>\$ 1,900,232</u>	<u>\$ 2,218,232</u>	<u>\$ 2,229,501</u>	<u>\$ 2,549,501</u>

Note:

Effective October 1, 2006, GASB 45 required local governments to account for their other post-employment benefit plans (OPEB) similar to its method of accounting for its defined benefit pension plans. The City's OPEB plan includes retiree medical insurance. On July 27, 2009, the City Council authorized the creation of an Internal Revenue Code Section 115 trust (Resolution No. 09-101) and began depositing funds into the trust to offset its obligation for retiree medical benefits. Following is a summary of the City's deposits into the Sec. 115 trust since its creation, and trust balances, actuarial accrued liability (AAL) and unfunded actuarial accrued liability (UAAL) as of September 30 :

	September 30					
	Trust Deposit	Net Premiums	Total Expense	Trust Balance	AAL	UAAL
2017 Budgeted	\$ 300,000	\$ 354,000	\$ 654,000	\$ 2,549,501	\$ (3,463,260)	\$ (913,759)
2016 Projected	300,000	335,000	635,000	2,229,501	(3,686,855)	(1,457,354)
2015	300,000	358,063	658,063	1,900,232	(3,865,805)	(1,965,573)
2014	300,000	359,756	659,756	1,571,336	(3,992,253)	(2,420,917)
2013	320,000	350,923	670,923	1,260,448	(3,560,421)	(2,299,973)
2012	300,000	354,828	654,828	925,335	(3,155,271)	(2,229,936)
2011	200,000	364,016	564,016	613,573	(3,249,729)	(2,636,156)
2010	200,000	322,671	522,671	403,024	(3,473,472)	(3,070,448)
2009	180,000	35,118	215,118	196,320	(2,859,543)	(2,663,223)
	<u>\$ 2,400,000</u>	<u>\$ 2,834,375</u>	<u>\$ 5,234,375</u>			

ORDINANCE NO. 1962

AN ORDINANCE TO PROVIDE FOR A STOP SIGN ON ROBIN CIRCLE AT ITS INTERSECTION WITH ROBIN DRIVE AND TO PROVIDE FOR PUNISHMENT FOR VIOLATIONS THEREOF

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

Section 1. It shall be unlawful for the driver of any vehicle to cause or allow such vehicle traveling in a southwesterly direction along Robin Circle to pass its intersection with Robin Drive when there is standing at said intersection a "Stop" sign facing in the direction of such driver without having first brought such vehicle to a complete stop within ten (10) feet of said intersection.

Section 2. Any person violating the provisions of this ordinance shall be punished by a fine not to exceed \$500.00, or by imprisonment not to exceed 180 days, or both.

Section 3. All ordinances or portions of ordinances conflicting with this ordinance are hereby repealed.

Section 4. This ordinance shall become effective when published as required by law.

ADOPTED: This 26th day of September, 2016.

Council President

APPROVED: This 26th day of September, 2016.

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 an ordinance adopted by the City Council of the City of Mountain Brook, Alabama, as its meeting held on September 26, 2016, as same appears in the minutes of record of said meeting, and published by posting copies thereof on September 27, 2016, at the following public places, which copies remained posted for five (5) days as required by law.

City Hall, 56 Church Street
Gilchrist Pharmacy, 2850 Cahaba Road

Overton Park, 3020 Overton Road
Cahaba River Walk, 3503 Overton Road

City Clerk



CITY OF MOUNTAIN BROOK

56 Church Street
P.O. Box 130009
Mountain Brook, Alabama 35213
Telephone 205.802.3803
Fax 205.870.3577
gastons@mtnbrook.org

SAM S. GASTON
CITY MANAGER

September 14, 2016

Dear Resident,

The City of Mountain Brook will consider an ordinance at its September 26th City Council meeting establishing a "stop" sign on Robin Circle at its intersection with Robin Drive (See attached map). The City Council meeting will begin at 7:00pm.

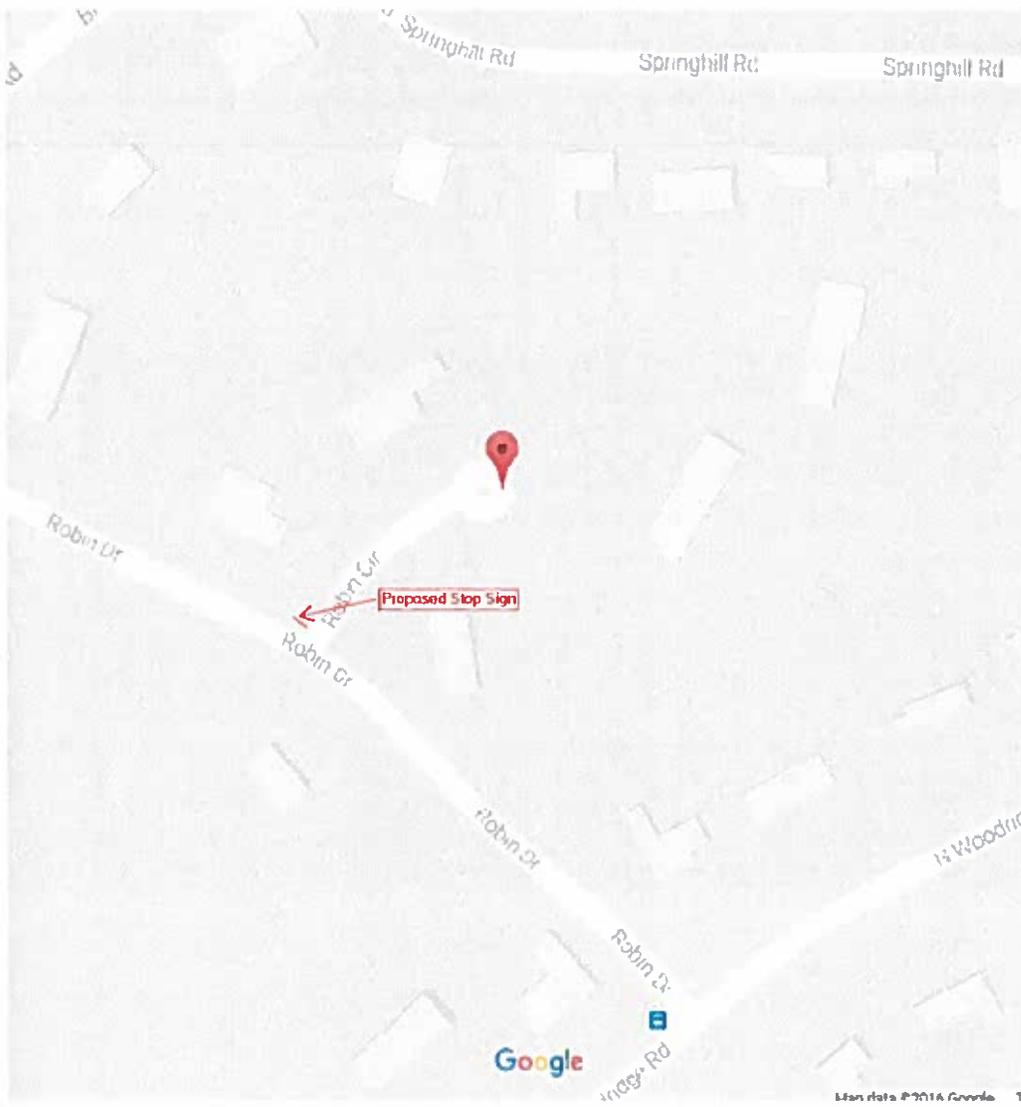
You are invited to attend this meeting to offer your comments on this proposed "stop" sign. If you cannot attend, but would like to submit comments, please contact our Police Chief, Ted Cook, at 802-3852 or cookt@mtnbrook.org. You can also contact me at 802-3800 or gastons@mtnbrook.org.

Sincerely,

A handwritten signature in blue ink that reads "Sam S. Gaston". The signature is fluid and cursive.

Sam S. Gaston
City Manager

Attachment



Sam Gaston

From: U-Drift CEO
Sent: Sunday, September 18, 2016 1:41 PM
To: Sam Gaston
Subject: Re: Robin Dr Stop sign

3525 Robin Circle. Please don't put a full Stop sign there. A Yield sign is all that is needed. Please don't make me come to a full stop every time I leave my driveway.

From: [Sam Gaston](#)
Sent: Sunday, September 18, 2016 1:03 PM
To: [U-Drift CEO](#)
Subject: RE: Robin Dr Stop sign

What is your address? The proposed stop sign is only for motorists leaving Robin Circle entering Robin Drive. No stop signs proposed for Robin Drive.

Sam S. Gaston
City Manager
City of Mountain Brook, AL.
56 Church Street
P.O. Box 130009
Mountain Brook AL. 35213
(205) 802-3803 Phone
(205) 870-3577 Fax

From: U-Drift CEO [mailto:ceo@u-drift.com]
Sent: Sunday, September 18, 2016 11:51 AM
To: gastons@mtnbrook.org; !Amy Nunneley
Subject: Robin Dr Stop sign

Dear Sam,

I live at the intersection of Robin Drive and Robin Circle. Please...please don't make me come to a full stop before turning into my driveway. If you want a Yield sign or a speed bump, no problem...but I'm entirely against a Stop sign at my intersection.

Kind Regards,

Christopher Nunneley
205-601-7146 (texts to this # and email are preferred when I am in the field, thanks!)

Sam Gaston

From: Ben Hogan
Sent: Tuesday, September 20, 2016 6:00 AM
To: gastons@mtnbrook.org
Cc: Carolyn Hogan; denton176193@bellsouth.net; jennadorlon@gmail.com; amy_nunneley@hotmail.com
Subject: proposed stop sign at Robin Circle

Mr Gaston

Does the city of Mountain Brook really need a stop sign directed at the 5 residents of this Circle? It is insulting and a complete waste of taxpayer money. In the 31 years we have lived here we have not missed being told to stop at this intersection before entering Robin Drive.

We add our opposition to that of our neighbors the Nunneleys from whom you have already heard

R. Ben Hogan, III
Hogan Law Office, PC
3100 Robin Circle
Mountain Brook, Alabama 35223
(p) 205-327-5235
(f) 205-327-5237
ben.hoganlaw@gmail.com
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Sam Gaston

From: Robert Denton
Sent: Thursday, September 15, 2016 5:28 PM
To: gastons@mtnbrook.org
Subject: Stop sign at corner of Robin Drive and Robin Circle

Dear Mr. Gaston, I received your proposal today for a stop sign at my corner. I've lived here for over 38 years and really haven't seen the need for a stop sign. My vote is not to put one there as it will just be a nuisance to all concerned who travel that way. Thank you for your consideration in this matter. Robert C. Denton

**ORDINANCE NO. 1963 - AN ORDINANCE TO REPEAL ORDINANCE NO. 1693 AND TO
PROHIBIT SMOKING IN CERTAIN ENCLOSED PLACES AND CERTAIN OUTDOOR
PUBLIC PLACES IN THE CITY**

WHEREAS, the City Council of the City of Mountain Brook, Alabama is aware that studies show that (1) second-hand smoke exposure can cause disease and premature death in children and adults who do not smoke; (2) children exposed to second-hand smoke are at an increased risk for sudden infant death syndrome (SIDS), acute respiratory problems, ear infections, and asthma attacks; (3) even occasional exposure of adults to second-hand smoke can have immediate adverse effects on the cardiovascular system and can cause coronary heart disease and lung cancer; (4) there is no risk-free level of exposure to second-hand smoke; (5) establishing smoke-free public places and places of employment are the only effective ways to ensure that second-hand smoke exposure does not occur in such places because ventilation and other air cleaning technologies cannot completely control exposure of non-smokers to second-hand smoke; and (6) evidence from peer-reviewed studies shows that smoke-free policies and laws do not have an adverse economic impact on the hospitality industry;

WHEREAS, the Council is aware that studies have shown that (1) residual tobacco contamination, or "third-hand smoke," from cigarettes, cigars, and other tobacco products is left behind after smoking occurs and builds up on surfaces and furnishings; (2) tobacco residue can linger in spaces long after smoking has ceased and continue to expose people to tobacco toxins; (3) sticky, highly toxic particulate matter, including nicotine, can cling to walls and ceilings; (4) gases can be absorbed into carpets, draperies, and other upholsteries, and then be reemitted (off-gassed) back into the air and recombine to form harmful compounds; and (5) even the rapid absorption and persistence of high levels of residual nicotine from tobacco smoke on indoor surfaces, including clothing and human skin, exposure to "third-hand smoke" can represent an unappreciated health hazard through dermal exposure, dust inhalation, and ingestion;

WHEREAS, the Council finds that unregulated electronic smoking devices, commonly referred to as electronic cigarettes, or "e-cigarettes," closely resemble and purposefully mimic the act of smoking by having users inhale vaporized liquid nicotine created by heat through an electronic ignition system, and that their use in workplaces and public places where smoking of traditional tobacco products is prohibited creates concern and confusion and leads to difficulties in enforcing the smoking prohibitions;

WHEREAS, the City Council of the City of Mountain Brook, Alabama is concerned about the health hazards induced by breathing second-hand smoke which include lung cancer, heart disease, respiratory infection, and decreased respiratory function, including bronchospasm;

WHEREAS, the City Council of the City of Mountain Brook, Alabama finds and declares that the purposes of this ordinance are (1) to protect the public health and welfare by prohibiting smoking in certain enclosed public places, enclosed places of employment, and certain outdoor public places; (2) to regulate the use of electronic smoking devices like other traditional forms of smoking; (3) to promote the right of non-smokers to breathe smoke-free air, and to recognize that the need to breathe smoke-free air shall have priority in certain places over the desire to smoke; and (4) reasonably balance the interests and rights of all its citizens regarding smoking in certain public places.

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

1. **Definitions.** As used in this ordinance, the following words and phrases shall have the following meanings:

- (1) **BAR.** An establishment that is licensed by the City for the serving of alcoholic beverages that are intended for consumption by guests on the premises. In addition to the consumption of those beverages, operations at a bar may include serving of food to the public. The term “bar” may include a tavern, nightclub or cocktail lounge.
- (2) **CIGAR BAR.** A licensed establishment in which the primary activity is the sale, manufacture or promotion of cigars or cigar accessories, and in which the sale of the other products is merely incidental.
- (3) **CITY.** The term “City” means the City of Mountain Brook, Alabama, a municipal corporation.
- (4) **CITY PROPERTY.** Any real property within the City that is owned, leased or controlled by the City or any agencies or boards thereof. The term “City Property” does not include any property that is leased to the City by the Mountain Brook Board of Education.
- (5) **ELECTRONIC SMOKING DEVICE.** Any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person to simulate smoking through inhalation of vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, or vape pen, or under any other product name or descriptor.
- (6) **ENCLOSED AREA.** All area or space between a floor and a ceiling that is bounded on at least two sides by walls, doorways, or windows, whether open or closed. A wall includes any retractable divider, garage door, or other physical barrier, whether temporary or permanent and whether or not containing openings of any kind.
- (7) **GOVERNMENT BUILDING.** Any building operated or occupied by state, county or city government, or any agencies thereof, or any other separate corporate instrumentality or unit of state, county or city government.
- (8) **GOVERNMENT PROPERTY.** Any real property that is owned, leased or otherwise controlled or utilized by state, county or city government, or any agencies thereof, or any other separate corporate instrumentality or unit of state, county or city government.
- (9) **HEALTH CARE FACILITY.** “Health Care Facility” means an office or institution providing care or treatment of diseases, whether physical, mental, or emotional, or other medical, physiological, or psychological conditions, including but not limited to, hospitals, rehabilitation hospitals or other clinics, including weight control clinics, nursing homes, long-term care facilities, homes for the aging or chronically ill, laboratories, and offices of surgeons, chiropractors, physical therapists, physicians, psychiatrists, dentists, and all specialists within these professions. This definition shall include all waiting rooms, hallways, private rooms, semiprivate rooms, and wards within health care facilities.
- (10) **LICENSED BUSINESS.** A person, organization or entity required to obtain a license from the City in order to engage in business or conduct business in the City.
- (11) **OUTDOOR PRIVATE PROPERTY.** Outdoor private property is any outside area, land, space or place that is owned, leased or otherwise controlled by a private person, including any privately-controlled place outside an enclosed place of employment, outside an enclosed public place where the public may congregate or in the outside common area of a residential, business or commercial development.
- (12) **OUTDOOR PUBLIC PLACE.** An outdoor public place is any outside area, land, or space on government property where the public is invited or may use, including, but not limited to, any recreational area, athletic field, stadium, amphitheater, arena, bleachers,

stage, grandstand, temporary seating area, playground equipment, pavilion, shelter, concession stand, picnic table, bench, sidewalk, path or other structure, improvement or facility on that place.

- (13) **PLACE OF EMPLOYMENT.** An area under the control of a public or private employer, including, but not limited to, work areas, private offices, employee lounges, restrooms, conference rooms, meeting rooms, classrooms, employee cafeterias, hallways, interior construction sites, temporary offices and vehicles. A “place of employment” does not include either (a) the space or area outside an enclosed place of employment if that area is on outdoor private property, or (b) a private residence (single family or multifamily) that is not used in conjunction with a home occupation involving the employment of persons other than those residing in the private residence.
- (14) **PRIVATE CLUB.** A premise operated by an organization which is not available to and not customarily used by the general public and entry and privileges thereto are established by regulations of that organization.
- (15) **PUBLIC PLACE.** An area on public or private property to which the public is invited, including but not limited to licensed businesses, bars, restaurants, hotels, motels, health care facilities, government buildings, government property, recreational areas, athletic facilities, and public transportation shelters.
- (16) **RECREATIONAL AREA.** Any area in the City that is open to the public and primarily intended for recreational purposes, whether or not any fee for admission is charged, including but not limited to parks, athletic fields, playgrounds, gardens, golf courses, and trails.
- (17) **RESTAURANT.** An eating establishment (including but not limited to, coffee shops, cafeterias, sandwich stands, and private and public school cafeterias) which gives or offers for sale food to the public, guests, or employees, as well as kitchens and catering facilities in which food is prepared on the premises for serving elsewhere. The term “Restaurant” shall include a bar area within the restaurant.
- (18) **RETAIL TOBACCO STORE:** A retail store whose primary business is the sale of tobacco products and accessories and in which the sale of other products is merely incidental.
- (19) **SMOKING:** The inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, hookah or any other lighted or heated tobacco or plant product intended for inhalation, whether natural or synthetic, in any manner or in any form; the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form; or the use of any oral smoking device for the purpose of circumventing the prohibition of smoking in this Ordinance.

2. **Prohibition.** Except as otherwise provided in this subsection, no person shall smoke in any enclosed area in a public place, in any enclosed area at a place of employment or in an outdoor public place within the City. This prohibition does not apply to any of the following:

- (1) Smoking in private residences (single family or multifamily), unless used in conjunction with a home occupation involving the employment of persons other than those residing there;
- (2) Cigar Bars or retail tobacco stores;
- (3) Private clubs;
- (4) Smoking on outdoor private property; and
- (5) Smoking at an outdoor public place on City property if a smoker is not within twenty (20) feet of a nonsmoker. If a person commences smoking outside on such a place and that

smoker and a nonsmoker subsequently come within the same twenty (20) foot area, the smoker shall not violate this ordinance if they walk through or away from that area or otherwise remove themselves from it following the request of the nonsmoker.

3. **Signs.** (1) The owner, operator, manager, or other person in charge of an enclosed area at a public place or an enclosed area at a place of employment within the City shall clearly and conspicuously post "No Smoking" signs or the international "No Smoking" symbol (which consists of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it) at those places near all entrances to them.

(2) The manager or official who is in charge of an outdoor recreational area on City property shall clearly and conspicuously post signs near all regular entrances to any such area stating "No Smoking within Twenty (20) Feet of a Nonsmoker"; provided that no obligation exists to post such signs at or along sidewalks, streets, alleys, ways, trails, or public parking lots or outside buildings on City property.
4. **Obligation of Person in Charge.** The person in charge of an enclosed area in a public place or an enclosed area at place of employment within the City shall not knowingly permit, cause, suffer or allow any person to violate the provisions of this ordinance in those places. It shall be an affirmative defense to an alleged violation of this subsection that the person having control of such a place has asked that the lighted cigarette, cigar, pipe, other tobacco product or electronic smoking device be extinguished or use of same cease, and has asked the smoker to leave the establishment if that person has failed or refused to extinguish the lighted cigarette, cigar, pipe or other tobacco products or cease use of an electronic smoking device.
5. **Fine for Smoking Violation.** A person who violates the provisions of this ordinance by smoking in an area or place prohibited by this ordinance shall be guilty of a violation of this ordinance that is punishable by a fine of at least twenty-five dollars (\$25.00), but not to exceed one hundred dollars (\$100.00).
6. **Fine for Person in Charge.** The owner, operator, manager, or other person in charge of an enclosed area in a public place or an enclosed area at a place of employment within the City who fails to comply with the provisions of this ordinance shall be guilty of an ordinance violation that is punishable by:
 - (1) A fine not exceeding one hundred dollars (\$100) for a first violation;
 - (2) A fine not exceeding two hundred dollars (\$200) for a second violation within a one (1) year period;
 - (3) A fine not exceeding five hundred dollars (\$500) for third or subsequent violations within a one (1) year period.

7. **Separate Violations.** Each day on which a violation of this ordinance occurs shall be a separate and distinct violation.
8. **Enforcement.** Jurisdiction for violations of this ordinance shall be with the municipal court of the City. A charge of a violation shall be treated in the same manner as a traffic citation. Any law enforcement officer may issue a citation pursuant to this section.
9. **Repealer.** City Ordinance Number 1693 is hereby amended by this ordinance by repealing such ordinance and adopting this ordinance in its place. 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.
10. **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.
11. **Effective Date.** This ordinance shall become effective November 1, 2016.

ADOPTED: This ___ day of _____, 2016.

Council President

ADOPTED: This ___ day of _____, 2016.

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 an ordinance adopted by the City Council of the City of Mountain Brook, Alabama, as its meeting held on _____, 2016, as same appears in the minutes of record of said meeting, and published by posting copies thereof on _____, 2016, at the following public places, which copies remained posted for five (5) days as required by law.

City Hall, 56 Church Street
Gilchrist Pharmacy, 2850 Cahaba Road
Overton Park, 3020 Overton Road
Cahaba River Walk, 3503 Overton Road

City Clerk