

**MOUNTAIN BROOK CITY COUNCIL  
MEETING AGENDA**

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

**APRIL 14, 2014 – 7:00 P.M.**

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1. Jack Lemmon, Executive Director of Birmingham Children’s Theatre, to address the Mayor and members of the City Council.
2. Approval of the minutes of the March 24, 2014 regular meeting of the City Council.
3. Consideration: Resolution reappointing Elizabeth Dunn to the Mountain Brook Board of Education.
4. Consideration: Resolution authorizing the execution of an amended agreement for the purchase and installation of a pedestrian crossing signal at the intersection of Montevallo Road and Overhill Road.
5. Consideration: Resolution setting a public hearing for Monday, May 12, 2014 to consider an ordinance rezoning the parcels of land (referred to by the applicant as “The Manning”) located at 2400, 2404, 2408, 2418, 2420, 2422, and 2424 Cahaba Road and 2333 Lane Circle from Residence C to Residence D district.
6. Consideration: Resolution setting a public hearing for Tuesday, May 27, 2014 to consider an ordinance vacating the alleyway at “The Manning” located at 2400, 2404, 2408, 2418, 2420, 2422, and 2424 Cahaba Road and 2333 Lane Circle.
7. Consideration: Resolution setting a public hearing for Monday, May 12, 2014 to consider an ordinance rezoning a parcel of land owned by Mangina & Levio, LLC located at 2117 Cahaba Road from Residence C to Local Business district.
8. Consideration: Ordinance authorizing a 3-way stop at the intersection of Dexter Avenue and West Montcrest Drive.
9. Announcement: The next regular meeting of the City Council will be April 28, 2014, at 7 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.
10. Other business.
11. Comments from residents.
12. Adjourn.

**MOUNTAIN BROOK CITY COUNCIL  
PRE-MEETING DISCUSSION  
MARCH 24, 2014**

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The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 6:30 p.m. on Monday, the 24th day of March, 2014. The Council President called the meeting to order and the roll was called with the following results:

**Present:** Virginia C. Smith, Council President  
Jack D. Carl  
William S. Pritchard III  
Lawrence T. Oden, Mayor

**Absent:** Amy G. Carter, Council President Pro Tempore  
Jesse S. Vogtle, Jr.

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

**1. AGENDA**

1. Request by Urban Cookhouse to hold a "Farmers' Market" on Dan Watkins Road on Wednesday afternoons during the summer (Appendix 1) – Laura Powell of Urban Cookhouse.

The proposal before the City Council is to conduct the Farmers' Market on Dan Watkins Drive. Concerns raised included: 1) Impeding traffic along a major thoroughfare during the evening commute, 2) merchants selling jewelry, plants and other products therefore potentially competing with other merchants in the village, and 3) ensuring that the merchants sold their own grown produce (as opposed to reselling) to comply with the State's sales tax exemption regulations. The members of the City Council expressed no major opposition to the notion of a farmers' market in the City. However, they prefer that the event be moved to another location such as Vine Street or Petticoat Lane. The Police Department was asked to conduct a traffic count on Dan Watkins Drive after spring break. The application will be considered again at the April 14 meeting of the City Council.

2. Conditional use application for a lunch time restaurant in the Park Lane building in English Village (Appendix 2) – Dana Hazen.

The conditional use application is to allow the restaurant to operate between the hours of 11 a.m. and 1 p.m. The prospective buyer expects to receive a survey of the site on March 27, 2014. In the meantime, the City Planner evaluated the existing parking using a topographic map of the site and concludes that there is sufficient parking on-site for the intended use. Residents along Lane Park expressed concern about the use of on-street parking by the restaurant patrons. It appears that the on-street parking is partially in the public right-of-way and partially on the subject property. The members of the City Council expressed general agreement with the notion of allowing the lunchtime operation of the restaurant. However, the matter was continued pending receipt of the survey in order better consider the on-street parking issues. The application will be considered again at the April 14 meeting of the City Council.

3. Requested three-way stop at Dexter Avenue and West Montcrest Drive – Chief Cook and Sam Gaston.

This matter was introduced to the City Council to inform them of a request for the stop sign. The Police Department suggested that the deliberation be delayed until the sidewalk is installed to get an understanding of the traffic and pedestrian issues. The matter will be considered again upon completion of the sidewalk construction along Dexter Avenue.

4. Review of the 7 p.m. meeting agenda (specifically, Resolution No. 2014-040).

The members of the City Council expressed their frustration over the engineer's request for additional funds. Mr. Meads of Sain and Associated (engineer) stated that the extra time resulted from: 1) ALDOT's allowing the contractor the same number of days to complete the scaled-down project, 2) not being able deduct partial days from the contractor's schedule due to weather-related shorted days, 3) unforeseen conditions in the field, 4) ALDOT allowing the contractor undue latitude in the scheduling and performance of their work, and 5) ALDOT has greatly increased its construction requirements (ADA access, sidewalk and drive slopes, etc.) It was also pointed out that ALDOT dictates the nature and extent of the construction, engineering, and inspection (CE&I) services to be performed under the Safe Routes to Schools grant program. Mr. Meads also stated that an ALDOT representative conceded that they had over-extended their management of Sain's CE&I contract with the City that Mr. Meads claims resulted in Sain being required to underestimate their time and fees for the CE&I work as they were told their contract with the City had to be based on the contract amount as opposed to actual work days. The members of the City Council stated that they will be much more diligent in defining the terms of future CE&I contracts considering the numerous issues and over-runs experienced on these projects. See also Resolution No. 2014-040.

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

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Steven Boone, City Clerk

**MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA  
MARCH 24, 2014**

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The City Council of the City of Mountain Brook, Alabama met in public session in the City Hall Council Chamber (Room A108) at 7:00 p.m. on Monday, the 24th day of March, 2014. The Council President called the meeting to order and the roll was called with the following results:

**Present:** Virginia C. Smith, Council President  
Jack D. Carl  
William S. Pritchard III  
Lawrence T. Oden, Mayor

**Absent:** Amy G. Carter, Council President Pro Tempore  
Jesse S. Vogtle, Jr.

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 Will Toronto, of Troop 53 working toward his Eagle Scout, in attendance for his Citizenship in the Community merit badge.

**2. CONSENT AGENDA**

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

Approval of the minutes of the March 10, 2014 meeting of the City Council.

<b>2014-032</b>	Appoint Brian Lucas to the Park and Recreation Board to serve without compensation through March 24, 2019 (replaces Penny Page).	Exhibit 1, Appendix 1
<b>2014-033</b>	Reappoint James F. Carter to the Village Design Review Committee to serve without compensation through December 13, 2017.	Exhibit 2
<b>2014-034</b>	Reappoint Ellen Elsas to the Design Review Committee to serve without compensation through February 1, 2017.	Exhibit 3
<b>2014-035</b>	Reappoint Tynes Quarles to the Design Review Committee to serve without compensation through February 1, 2017.	Exhibit 4
<b>2014-036</b>	Reappoint Norman Orr to the Board of Zoning Adjustment to serve without compensation through March 24, 2017.	Exhibit 5
<b>2014-037</b>	Declare a 2009 Harley Davidson motorcycle and certain office furniture surplus and authorize its sale at public Internet auction.	Exhibit 6

<b>2014-038</b>	Authorize the execution/renewal of the New World Systems Standard Software Maintenance Agreement.	Exhibit 7, Appendix 2
<b>2014-039</b>	Authorize the execution of an Additional Software License Agreement between the City and New World Systems with respect to the installation of Aegis Law Enforcement Mobile Unit Software (10 units) for the Police Department with modifications regarding confidentiality.	Exhibit 8, Appendix 3
<b>2014-040</b>	Authorize the execution of a supplement to a professional services agreement between the City and Sain Associates (Resolution No. 2012-27 dated August 27, 2012) for additional construction, engineering, and inspection services with respect to the Safe Routes to Schools sidewalk construction projects (SRTS-SR09 (903 & 904)).	Exhibit 9, Appendix 4

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

Ayes: Virginia Smith, Council President  
Jack D. Carl  
William S. Pritchard III

Nays: None

Council President Smith thereupon declared that said minutes and resolutions (nos. 2014-032 through 040) are adopted by a vote of 3—0.

### **3. ANNOUNCEMENT REGARDING THE NEXT REGULAR MEETING OF THE CITY COUNCIL**

Council President Smith announced that the next meeting of the Mountain Brook City Council will be held on Monday, April 14, 2014 at 7 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213. Please visit the City's web site ([www.mtnbrook.org](http://www.mtnbrook.org)) for more information.

### **4. EXECUTIVE SESSION AND ADJOURNMENT**

There being no further business to come before the City Council, it was moved by Council member Pritchard that the City Council convene in executive session to discuss a matter involving pending real estate negotiation. The motion was seconded by Council member Carl. The City Attorney certified that the subject of said executive session was 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  
Jack D. Carl  
William S. Pritchard III

Nays: None

President Smith declared that the motion carried by a vote of 3—0 and then asked that the members of the audience be excused. President Smith also announced that the City Council will adjourn upon conclusion of the executive session.

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Steven Boone, City Clerk

**RESOLUTION NO. 2014-041**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that Elizabeth Dunn is hereby re-appointed to the Mountain Brook Board of Education, to serve without compensation, with the term of office to end May 31, 2019.

**ADOPTED:** This 15th day of April, 2014.

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

**APPROVED:** This 14th day of April, 2014.

\_\_\_\_\_  
Mayor

**CERTIFICATION**

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on April 14, 2014, as same appears in the minutes of record of said meeting.

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

2014-042

## Sam Gaston

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**From:** Tom Campbell  
**Sent:** Monday, April 07, 2014 1:21 PM  
**To:** 'Sam Gaston'  
**Subject:** RE: Amended contract

Sam, we will send an amended contract ASAP. The reason for the increase is as follows, which is a copy of my email to Scott Cothron of Sain:

Scott, after careful review we find that we originally quoted this project to you on behalf of the City of Mountain Brook on December 27, 2012. Since that time there have been several price increases on both the basic equipment and the other building material required to make a complete assembly. The current price on the HDPE bored under the roadway has increased by \$5.00 per foot x 50 feet = \$250.00. But the biggest increase has been in the signal equipment itself. As quoted in 2012 the signal package cost us \$5,583. The new price on same equipment has risen to \$7,676, a difference of \$2,293 plus additional taxes and OH&P. The total difference would be \$3,277 with both the boring and the equipment increase including taxes and OH&P. Delivery time for this equipment is 12 weeks +/-.

I no longer have the original quote on the signal equipment, as we thought the COMB had decided to go elsewhere with their work, and had filed this in the "missed quotes" file box. I do have the current quote from Temple on the signal equipment showing the current price of \$7,676.00, which I will scan and send under a separate email. We appreciate the work and look forward to working with you again in the near future.

**Tom Campbell**  
**SEC** Stone Electric Co., Inc.  
4624 5th Avenue South  
Birmingham, AL 35222  
(205) 592-6313 Ext. 204  
(205) 592-6315 Fax  
(205) 567-3526 Cell

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**From:** Sam Gaston [mailto:gastons@mtnbrook.org]  
**Sent:** Monday, April 07, 2014 10:24 AM  
**To:** Tom Campbell  
**Cc:** Steve Boone  
**Subject:** Amended contract

**Tom,**

**Can you send us an amended contract for the pedestrian signals at Montevallo and Overhill by Thursday of this week? Also, send me some comments/justification for the price increase over our previous contract.**

**This item will be on the April 14<sup>th</sup> Council meeting agenda.**

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

4/7/2014

**Temple, Inc.**  
P.O. Box 2066  
Decatur, Alabama 35602-2066  
Phone 1-800-633-3221  
Fax (256) 353-4578



*Serving the South Since 1954!*

City of Mountain Brook , AL

DATE	March 27, 2014
TERMS	NET 30
DELIVERY	8-10 Weeks, A.R.O.
SALESMAN	Tim Olinger

**CONDITIONS:** The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by Temple, Inc. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by Temple, Inc. before final acceptance. Freight will be prepaid and allowed unless otherwise noted on this quotation.

Quantity	Description	Price	Amount
<b>Montevallo Rd @ Overhill Rd Ped Crossing</b>			
1	NEMA Flasher Cabinet (Green) W/Indicator Light	\$1,039.00	\$1,039.00
3	2 section signals to include: 1 SG102A1C11GGG20 Alum Green housing 2 DR8-YTFB-20A-40 Yellow LED 1 SE-3037 top of pole hdw green	\$619.00	\$1,857.00
2	Push Buttons to include: 1 BDL3-G Green Bulldog button 1 BDPM-G Green Hardware for button (Note: sign not included)	\$120.00	\$240.00
2	Ped Pole w/Sign to include: 1 PB-5100-15 Green Ped Pole 1 PB-5335 Green Base 1 UA242 Anchor Bolts 1 W11-2 36x36 Sign 1 W16-7 30x18 Sign 2 SH-0204 Sign hdw (Note: Back of signs not painted)	\$917.00	\$1,834.00
1	Ped Pole w/Sign to include: 1 PB-5100-15 Green Ped Pole 1 PB-5335 Green Base 1 UA242 Anchor Bolts 1 W11-2 36x36 Sign 2 SH-0204 Sign hdw (Note: Back of signs not painted)	\$872.00	\$872.00
2	Ped Pole w/Sign to include: 1 PB-5100-15 Green Ped Pole 1 PB-5335 Green Base 1 UA242 Anchor Bolts 1 W11-2 36x36 Sign 1 W16-9p 30x18 Sign 2 SH-0204 Sign hdw (Note: Back of signs not painted)	\$917.00	\$1,834.00
			<u>7676.00</u>

Quote Valid For 30 Days.

SALESMAN Tim Olinger

**RESOLUTION NO. 2014-042**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of a [revised] contract with Stone Electric Co., Inc., in the form as attached hereto as Exhibit A subject to such minor changes as may be determined appropriate by the City Attorney, with respect to their installation of a pedestrian flashing signal at the intersection of Overhill Road and Montevallo Road (previously authorized for execution on January 14, 2013, Resolution No. 2013-005).

**ADOPTED:** This 14th day of April, 2014.

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

**APPROVED:** This 14th day of April, 2014.

\_\_\_\_\_  
Mayor

**CERTIFICATION**

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on April 14, 2014 as same appears in the minutes of record of said meeting.

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



# STONE ELECTRIC CO., INC.

www.StoneElectric.com

4624 5TH AVENUE SO.  
BIRMINGHAM, AL 35222  
PHONE (205) 592-6313  
FAX (205) 592-6315

DATE: April 1, 2014

TO: City of Mountain Brook  
3928 Montclair Road, 2<sup>nd</sup> Floor  
Mountain Brook, AL 35213

ATTN: Sam S. Gaston, Purchasing Agent

## CONTRACT

Stone Electric Co., Inc., hereinafter called the Contractor, offers to furnish all labor, materials and equipment required for the performance of the following described work in connection with electronic pedestrian flasher at Overhill Road and Montevallo Road in Mountain Brook, Alabama which property is owned by City of Mountain Brook.

### DESCRIPTION OF WORK AND PRICE:

**Electronic Pedestrian Flasher at Overhill Road and Montevallo Road in the City of Mountain Brook, AL.**

**Total Amount of Contract** **\$13,777.00**

### TERMS AND CONDITIONS

Any deviations from the specifications or modification of the terms of this contract and any extra or incidental work, or reductions in work, shall be set forth in writing and signed by both parties prior to the making of such change. Contractor will be compensated for any increase in costs caused, on the basis of the cost of the increase plus ten percent (10%) profit. If a time is set for the performance of the work, and if, in our sole judgment, such change will increase the time necessary for the performance of our work, we will be granted a reasonable extension of time.

We shall provide and pay for Worker's Compensation Insurance covering our employees and Public Liability and Property Damage Insurance protecting ourselves. We will also assume responsibility for the collection and payment of Social Security and State Unemployment Taxes applicable to our employees.

\*INDUSTRIAL

\*COMMERCIAL

**EST. 1945**

\*TRAFFIC

\*FIBER OPTIC

We shall be provided with suitable access to the work area. If our work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit us to perform our work hereunder in a normal uninterrupted single shift operation.

Unless a time for the performance of our work is specified, we shall undertake it in the course of our normal operating schedule. We shall not be liable for any failure to undertake or complete the work for causes beyond our control, including but not limited to fire, flood or other casualty; labor disputes or other disagreements; and accidents or other mishaps, whether affecting this work or other operations in which we are involved, directly or indirectly.

It is further understood that we shall not be responsible for any damage to or deterioration of any of our work, whether completed or in process, resulting from any cause beyond our control, including but not limited to failure of subgrade or failure of inadequacy of any labor or materials not furnished and installed by us, whether or not such failure or inadequacy was or could have been known at the time of our work was undertaken. You agree that the proper jurisdiction and venue for any lawsuit concerning this contract is Jefferson County, Alabama, and you waive any right to jurisdiction and venue in any other place.

You further agree to indemnify us and protect us and save us harmless from any and all loss, damages, costs, expenses and attorney's fees suffered or incurred on account of your breach of any obligations and covenants of this contract.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF, the parties hereto executed this Agreement under seal, the date and year first above written.

CITY OF MOUNTAIN BROOK  
OWNER

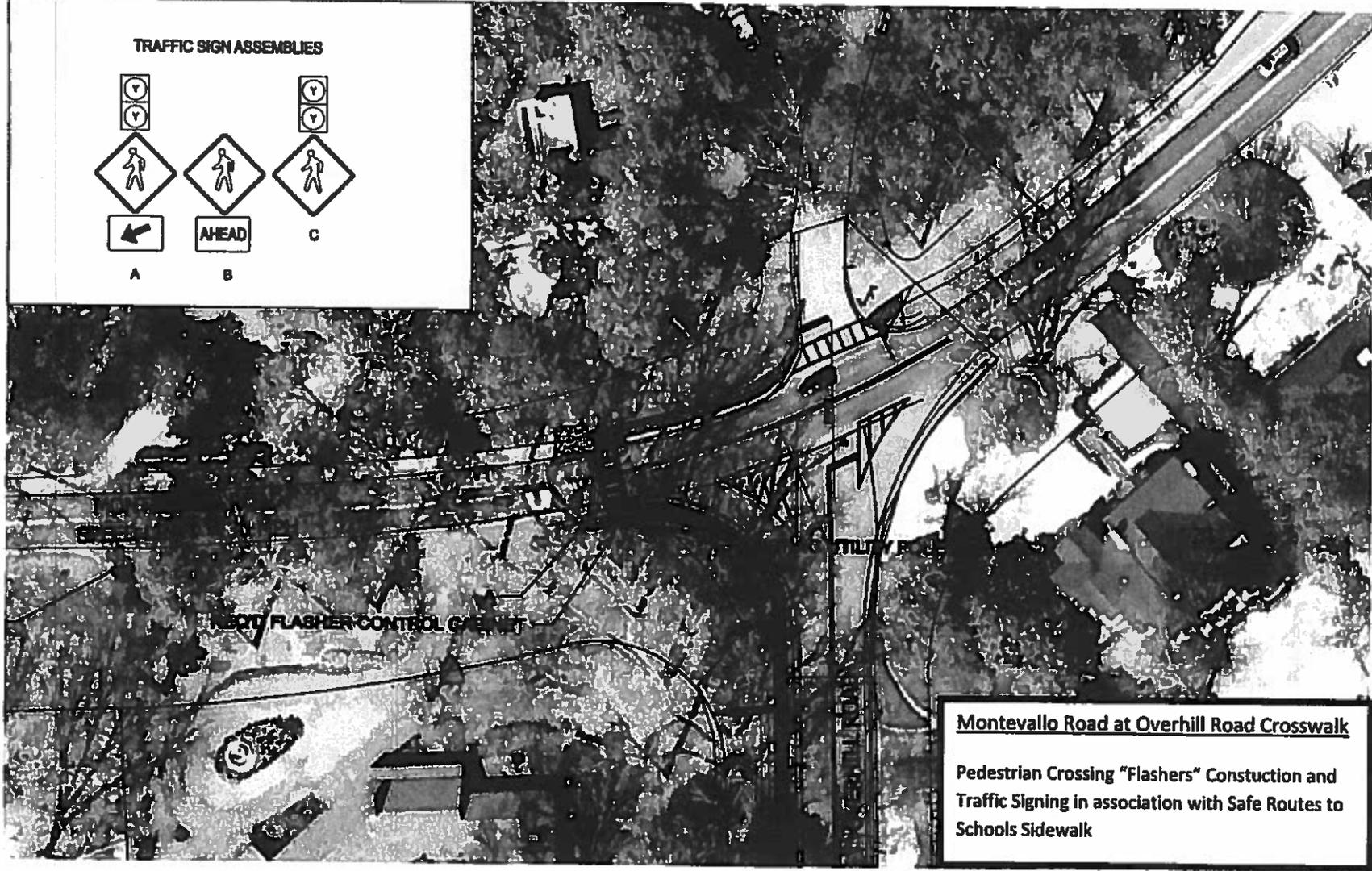
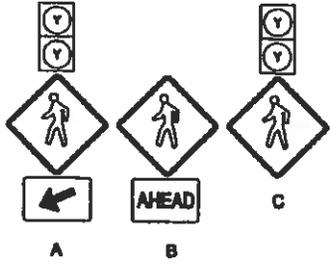
By: \_\_\_\_\_  
(Title)

STONE ELECTRIC CO. INC.  
CONTRACTOR

BY: *Paula G. Woodall*  
Paula G. Woodall, President

Federal Identification No  
63-0362585

**TRAFFIC SIGN ASSEMBLIES**



**Montevallo Road at Overhill Road Crosswalk**  
Pedestrian Crossing "Flashers" Construction and Traffic Signing in association with Safe Routes to Schools Sidewalk



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/6/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Harris Insurance Inc. 1400 Pinson Valley Parkway P.O. Box 170609 Birmingham AL 35217-0609	<b>CONTACT NAME:</b> Ashley Vinson <b>PHONE (A/C No. Ext.):</b> (205) 849-0000 <b>FAX (A/C No.):</b> (205) 849-6069 <b>E-MAIL ADDRESS:</b> ashley@harrisins.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Cincinnati Insurance Company</td> <td>10677</td> </tr> <tr> <td>INSURER B: Bridgefield Casualty</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Cincinnati Insurance Company	10677	INSURER B: Bridgefield Casualty		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
<b>INSURED</b> Stone Electric Co., Inc. 4624 5th. Ave., South Birmingham AL 35222														

**COVERAGES**

CERTIFICATE NUMBER: 14-15 Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		EPPD114055	12/1/2013	12/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		EBA0114055	12/1/2013	12/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 100,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		EPP0114055	12/1/2013	12/1/2014	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	<b>B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	0196-35865 (WC)	1/01/2014	1/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased or Rented Equip		EPP0114055	12/1/2013	12/1/2014	Limit \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Coverage for Workers Compensation is limited to the provisions of the Alabama Workers Compensation Law.

**CERTIFICATE HOLDER****CANCELLATION**

City of Mountain Brook P O Box 130009 Mt. Brook, AL 35213	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  David Harris/ANNALE 
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**ADDENDUM TO AGREEMENT BETWEEN  
THE CITY OF MOUNTAIN BROOK AND  
STONE ELECTRIC CO., INC.  
DATED APRIL 14, 2014**

**THIS ADDENDUM** (“the/this Addendum”) to the principal agreement between the City of Mountain Brook, Alabama (“the City”) and Stone Electric Co., Inc. (“the Contractor”) dated APRIL 14, 2014.

**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 14th day of April, 2014.

**Stone Electric Co., Inc.**

**City of Mountain Brook, Alabama**

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

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

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

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

## RESOLUTION NO. 2014-043

**BE IT RESOLVED** by the City Council of the City of Mountain Brook that, at the meeting of the City Council to be held on Monday, May 12, 2014, at 7:00 p.m., in the Council Chamber of the Mountain Brook City Hall located at 56 Church Street, Mountain Brook, Alabama 35213, the City Council will hold a public hearing regarding a proposal that the zoning classification of the property as more fully described herein below be established as Residence-D District under the Mountain Brook City Code.

**BE IT FURTHER RESOLVED** by the City Council of the City of Mountain Brook that the City Clerk be, and he hereby is, authorized and directed to cause to be published not fewer than twenty-two days prior to May 12, 2014, by posting in four (4) conspicuous places within the City of Mountain Brook, as follows: City Hall, 56 Church Street, Gilchrist Drug Company, 2805 Cahaba Road, Overton Park, 3020 Overton Road, and The Invitation Place, 3150 Overton Road, a notice in words and figures substantially as follows:

### “ZONING NOTICE

Notice is hereby given that at a regular meeting of the City Council of the City of Mountain Brook to be held on Monday, May 14, 2014, at 7:00 p.m., in the Council Chamber of the Mountain Brook City Hall located at 56 Church Street, Mountain Brook, Alabama 35213, the City Council will hold a public hearing regarding a proposal that the City Council adopt an ordinance in words and figures substantially as follows:

### ‘ORDINANCE NO.

#### **AN ORDINANCE TO REZONE CERTAIN PARCELS OF LAND IN THE CITY OF MOUNTAIN BROOK, ALABAMA FROM RESIDENCE C DISTRICT TO RESIDENCE D DISTRICT**

**WHEREAS**, after due consideration, the City Council has determined that the zoning classification of the real estate owned by Margi Ingram and Charles Ray Ingram which is located along Cahaba Road, as more particularly described below, should be zoned Residence D District such property being presently zoned Residence C District.

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

Section 1. The zoning map of the City of Mountain Brook, as referred to in Chapter 129, Article VII of the Mountain Brook City Code, as amended from time to time, is hereby further amended by zoning to Residence D District the following described real property said property currently zoned Residence C District:

**LOTS 1-8 IN THE SOUTH HIGHLANDS SUBDIVISION ALONG WITH THE ADJACENT ALLEYS LOCATED TO THE SOUTH AND EAST OF SAID LOTS, AS PER MAP BOOK 7,**

PAGES 105 AND 106, AS RECORDED IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA.

Section 2. The provisions of this ordinance are severable. If any provision of this ordinance is held by a court of competent jurisdiction to be invalid, such invalidity shall in no way affect the remaining provisions of this ordinance.

Section 3. This ordinance shall become effective when published by posting the same as required by law.'

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

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

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

**ADOPTED:** This 14th day of April, 2014.

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Council President

**APPROVED:** This 14th day of April, 2014.

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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 April 14, 2014, as same appears in the minutes or record of said meeting.

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

City Hall, 56 Church Street

Overton Park, 3020 Overton Road

Gilchrist Pharmacy, 2805 Cahaba Road

The Invitation Place, 3150 Overton Road

---

Steven Boone, City Clerk

**RESOLUTION NO. 2014-044**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook that, at its regular meeting to be held on Tuesday, May 27, 2014 at 7:00 p.m., in the Council Meeting Room at Mountain Brook City Hall, 56 Church Street, Mountain Brook, Alabama, the City Council will hold a public hearing to consider vacation of certain alleys identified in a Petition for Vacation filed with the City by Margi Ingram and Charles Ray Ingram, the owners of property to the north and west of the alleys for which vacation is being requested.

**BE IT FURTHER RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Clerk shall be authorized and directed to publish notice of said proposed hearing on the requested vacation in accordance with the ordinary and customary practice of the City of Mountain Brook.

**BE IT FURTHER RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Clerk is authorized and directed to publish such further notice of the proposed hearing as may be required by law, more particularly as specified in Section 23-4-2 of the *Code of Alabama* (1975).

**ADOPTED:** The 14th day of April, 2014.

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

**APPROVED:** The 14th day of April, 2014.

\_\_\_\_\_  
Mayor

**CERTIFICATION**

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook, Alabama, at its meeting on April 14, 2014, as same appears in the minutes of the record of said meeting.

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

**RESOLUTION NO. 2014-045**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook that, at the meeting of the City Council to be held on Monday, May 12, 2014, at 7:00 p.m., in the Council Chamber of the Mountain Brook City Hall located at 56 Church Street, Mountain Brook, Alabama 35213, the City Council will hold a public hearing regarding a proposal that the zoning classification of the property as more fully described herein below be established as Local Business District under the Mountain Brook City Code.

**BE IT FURTHER RESOLVED** by the City Council of the City of Mountain Brook that the City Clerk be, and he hereby is, authorized and directed to cause to be published not fewer than twenty-two days prior to May 12, 2014, by posting in four (4) conspicuous places within the City of Mountain Brook, as follows: City Hall, 56 Church Street, Gilchrist Drug Company, 2805 Cahaba Road, Overton Park, 3020 Overton Park, and The Invitation Place, 3150 Overton Road, a notice in words and figures substantially as follows:

**“ZONING NOTICE**

Notice is hereby given that at a regular meeting of the City Council of the City of Mountain Brook to be held on Monday, May 14, 2014, at 7:00 p.m., in the Council Chamber of the Mountain Brook City Hall located at 56 Church Street, Mountain Brook, Alabama 35213, the City Council will hold a public hearing regarding a proposal that the City Council adopt an ordinance in words and figures substantially as follows:

**‘ORDINANCE NO.**

**AN ORDINANCE TO REZONE A CERTAIN PARCEL  
OF LAND IN THE CITY OF MOUNTAIN BROOK, ALABAMA  
FROM RESIDENCE C DISTRICT TO LOCAL BUSINESS DISTRICT**

**WHEREAS**, after due consideration, the City Council has determined that the zoning classification of the real estate owned by Mangina & Levio, LLC which is located at 2117 Cahaba Road, as more particularly described below, should be zoned Local Business District such property being presently zoned Residence C District.

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

Section 1. The zoning map of the City of Mountain Brook, as referred to in Chapter 129, Article XII of the Mountain Brook City Code, as amended from time to time, is hereby further amended by zoning to Local Business District the following described real property said property currently zoned Residence C District:

LOT 11 IN BLOCK 9, FIRST ADDITION TO SOUTH HIGHLANDS, AS RECORDED IN MAP BOOK 7 PAGE 105 IN THE OFFICE OF THE JUDGE OF PROBATE OF JEFFERSON

COUNTY, ALABAMA.

Section 2. The provisions of this ordinance are severable. If any provision of this ordinance is held by a court of competent jurisdiction to be invalid, such invalidity shall in no way affect the remaining provisions of this ordinance.

Section 3. This ordinance shall become effective when published by posting the same as required by law.’

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

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

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

**ADOPTED:** This 14th day of April, 2014.

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

**APPROVED:** This 14th day of April, 2014.

\_\_\_\_\_  
Mayor

## CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on April 14, 2014, as same appears in the minutes or record of said meeting.

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

City Hall, 56 Church Street

Overton Park, 3020 Overton Park

Gilchrist Pharmacy, 2805 Cahaba Road

The Invitation Place, 3150 Overton Road

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Steven Boone, City Clerk

**ORDINANCE NO. 1902**

**AN ORDINANCE TO PROVIDE FOR A STOP SIGN ON DEXTER AVENUE  
AT ITS INTERSECTION WITH WEST MONTCREST DRIVE AND A STOP SIGN ON  
WEST MONTCREST DRIVE AT ITS INTERSECTION WITH DEXTER AVENUE  
AND TO PROVIDE FOR PUNISHMENT 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 northeasterly direction on Dexter Avenue to enter its intersection with West Montcrest Drive when there is standing at such 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.** It shall be unlawful for the driver of any vehicle to cause or allow such vehicle traveling in a westerly direction on West Montcrest Drive to enter its intersection with Dexter Avenue when there is standing at such 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 3.** 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 4.** All ordinances or portions of ordinances conflicting with this ordinance are hereby repealed.

**Section 5.** This ordinance shall become effective when published as required by law.

**ADOPTED:** This 14th day of April, 2014.

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Council President

**APPROVED:** This 14th day of April, 2014.

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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, at its meeting held on this 14th day of April, 2014, as same appears in the minutes of record of said meeting, and published by posting copies thereof on November \_\_\_\_, 2013, 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  
The Invitation Place, 3150 Overton Road

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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](mailto:gastons@mtnbrook.org)

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SAM S. GASTON  
CITY MANAGER

March 31, 2014

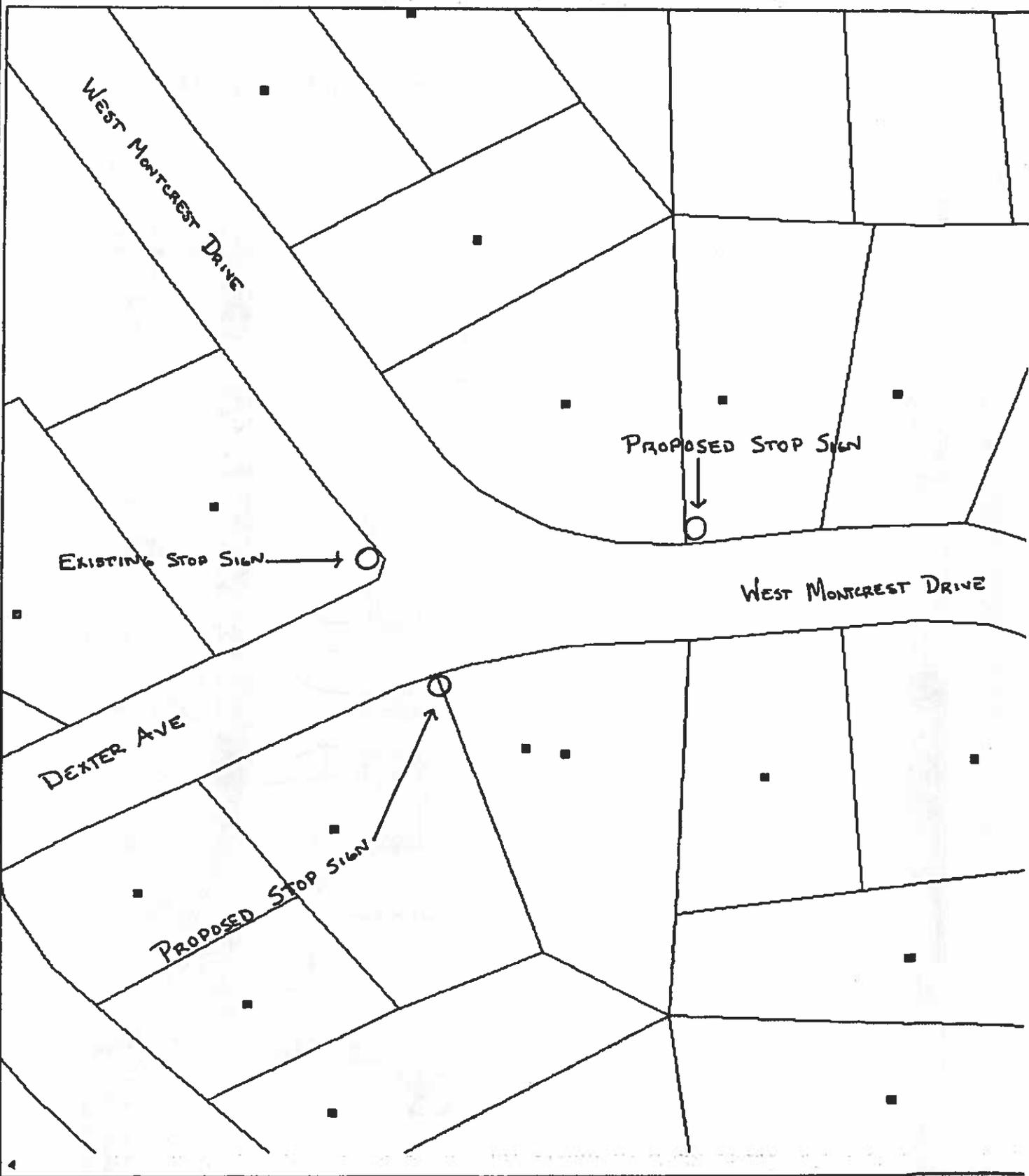
Dear Resident:

As you may know, the City of Mountain Brook, through a Safe-Routes-to-Schools grant, will be constructing a sidewalk along West Montcrest Drive from Euclid Avenue to Jackson Blvd. Due to this sidewalk construction and the addition of a crosswalk at West Montcrest and Dexter Avenue, a request has been received for the City to make this intersection a 3-way stop. Attached are two (2) maps showing the location of the sidewalks and the proposed stop signs.

The Mountain Brook City Council will consider this request at its April 14, 2014 meeting which will begin at 7:00 p.m. You are invited to attend this Council meeting to express your opinion about this proposed 3-way stop. If you cannot attend the City Council meeting on April 14<sup>th</sup> but would like to provide feedback on this proposal, please contact me at 802-3803 or [gastons@mtnbrook.org](mailto:gastons@mtnbrook.org).

Sincerely,

Sam S. Gaston  
City Manager



Latitude 33.5089827184843

## Sam Gaston

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**From:** Cory Jackson Jr  
**Sent:** Thursday, April 03, 2014 12:04 PM  
**To:** gastons@mtnbrook.org  
**Subject:** FW: Proposed three way stop Dexter and W. Montcrest

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**From:** Cory Jackson Jr  
**Sent:** Thursday, April 3, 2014 12:01 PM  
**To:** 'Gastons@tnbrook.org'  
**Cc:** Lee Anne Jackson (lannejackson@hotmail.com)  
**Subject:** Proposed three way stop Dexter and W. Montcrest

Dear Mr. Gaston,

I am a 14 year resident of 711 Euclid Avenue which is located at the intersection of Euclid Avenue and West Montcrest Drive. In case business prevents me from attending the April 14<sup>th</sup> meeting, I would like to say that I am opposed to the proposed 3-way stop at Dexter and W. Montcrest. I have driven this intersection at least 2x a day for the past 14 years. Traffic speed is slow, mainly due to all the on-street parking. I do not recall ever seeing any sort of congestion requiring additional traffic control. So please put me down as opposed to the additional stop signs.

In case the issue of the sidewalk is in doubt, I am also opposed to the sidewalk at this location adjacent to my residence. 1) it decreases the utility of my paved parking on the side of the street (which has existed since the 1960's. 2) it re-directs pedestrian traffic to within approximately 15' of my bedroom window. I can already hear joggers/ walkers when they walk in the street now. 3) West Montcrest is very wide here and there already is adequate space for both pedestrians and vehicular traffic. 4) the lack of injuries and skid marks from emergency stops indicate a demonstrable lack of need.

I thank the City and City Council for their consideration.

Cory G. Jackson, Jr. CHA  
President  
Jackson Hospitality Services  
One Office Park Circle, Suite 101  
Birmingham, AL 35223  
205-879-1241 – O  
205-879-1281 – F  
205-902-4377 – C  
[www.jacksonhospitality.com](http://www.jacksonhospitality.com)

## Sam Gaston

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**From:** Fletcher@abmwood.com  
**Sent:** Wednesday, April 02, 2014 4:26 PM  
**To:** gastons@mtnbrook.org  
**Subject:** 4 West Montcrest Drive

Sam,  
Kimberly and I am pleased with ANY change, that may cause people to slow down, while driving in our neighborhood. Frankly, I'd love a speed hump in front of our house to slow folks down, particularly those driving from Jackson Street. Only by the grace of God, have none of the children on our street been hit. There have been many close calls, though. Perhaps you have heard me yell "SLOW DOWN" from your office. Moms and teenagers are the worst.

Thanks for what must surely be thankless tasks you address each day. Kind of like a sausage factory, it ain't pretty, but it's all good at the end.  
Shalom, Fletcher

Fletcher Horn  
Antique Building Materials  
248 Ruffner Road  
Birmingham, Alabama 35210

205.337.2137  
[www.ABMWOOD.com](http://www.ABMWOOD.com)