

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
AUGUST 12, 2013**

The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 6:00 p.m. on Monday, the 12th day of August, 2013. The Council President called the meeting to order and the roll was called with the following results:

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

Absent: Lawrence T. Oden, Mayor

Also present were City Attorney Carl Johnson, City Manager Sam Gaston, and City Clerk Steven Boone.

1. AGENDA

1. Discussion of Morningside Development (former Jim Brown property on Montclair Road) – Appendix 1.

Members of the City Council expressed general agreement with this matter proceeding through the Planning Commission review process. They also expressed that the City Council will have to see the final outcome of the municipal boundary determination and its impact on the City of Mountain Brook portion of the proposed development before any formal decisions can be made. Also expressed were differing viewpoints as to the appropriate valuation criteria for the homes to be constructed in the City.

2. Budget Schedule reminders:
 - A. Tuesday, August 13th at 8:00 a.m. – Finance Committee
 - B. Tuesday, August 27th at 8:00 a.m. – Mayor/City Council budget review
 - C. Review of requests for funding by appropriated agencies – Hold this meeting also on August 27th?
3. Bob Bohorfoush, of 3405 Pine Ridge Road, to address the City Council to request the removal of the two stop signs on Pine Ridge Road at Pine Ridge Trail – Appendix 2.

Most members of the City Council expressed their individual opposition to the notion of removing the stop signs as requested citing safety concerns.

4. Purchase of data back-up and disaster recovery system. (Motion No. 2013-115 was added to the formal agenda.)
5. Also added to the formal agenda was a motion (No. 2013-116) authorizing the City Manager to submit a letter to the Alabama Department of Transportation (ALDOT) authorizing an adjustment to the grant limitation and the construction, engineering, and inspection agreement contract amount both with respect to the Safe Routes to Schools sidewalk construction project.

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

Steven Boone, City Clerk



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20130722134745721



Type License: 140 - SPECIAL EVENTS RETAIL State: \$150.00 County: \$150.00
 Type License: State: County:
 Trade Name: CRESTLINE ROCKS Filing Fee: \$50.00
 Applicant: WILCO HOSPITALITY LLC Transfer Fee:
 Location Address: 63 CHRUCH STREET MOUNTIAN BROOK, AL 35213
 Mailing Address: 63 CHRUCH STREET MOUNTIAN BROOK, AL 35213
 County: JEFFERSON Tobacco sales: NO Tobacco Vending Machines:
 Sale of Products Containing Ephedrine: NO Type Ownership: LLC
 Book, Page, or Document info: LR201105 14041 Do you sell Draft Beer: N
 Date Incorporated: 07/05/2011 State incorporated: AL County Incorporated: JEFFERSON
 Date of Authority: 07/05/2011 Alabama State Sales Tax ID: R007887235

Name:	Title:	Date and Place of Birth:	Residence Address:
WILLIAM FRANKLIN HAVER JR 5978074 - AL	MEMBER	06/24/1975 BIRMINGHAM, AL	4438 FREDERICKSBURG DR BIRMINGHAM, AL 35213

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

Contact Person: WILL HAVER Home Phone: 205-296-2372
 Business Phone: 205-414-9314 Cell Phone: 205-296-2372
 Fax: E-mail: FEEDBACK@TACOMAMAONLINE.COM

PREVIOUS LICENSE INFORMATION: Previous License Number(s)
 Trade Name: License 1:
 Applicant: License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20130722134745721



If applicant is leasing the property, is a copy of the lease agreement attached? YES
 Name of Property owner/lessor and phone number: JEAN T DRENNEN ESTATE 205-871-2098
 What is lessors primary business? REAL ESTATE
 Is lessor involved in any way with the alcoholic beverage business? NO
 Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? YES
 Is the business used to habitually and principally provide food to the public? YES
 Does the establishment have restroom facilities? YES
 Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
 Building Dimensions Square Footage: 99999 Display Square Footage:
 Building seating capacity: 99999 Does Licensed premises include a patio area? YES
 License Structure: SHOPPING CENTER License covers: OTHER
 Number of licenses in the vicinity: 6 Nearest: 1.5
 Nearest school: 2 blocks Nearest church: 1.5 miles Nearest residence: 4 blocks
 Location is within: CITY LIMITS Police protection: CITY

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

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION Confirmation Number: 20130722134745721



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION Confirmation Number: 20130722134745721



Initial each

Handwritten initials in boxes: [ra], [ra], [ra], [ra], [ra], [ra], [ra], [ra], [ra]

Signature page

In reference to law violations, I attest to the truthfulness of the responses given within the application. In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application. In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application. In reference to Special Retail or Special Events retail license, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application. In reference to the Club Application information, I attest to the truthfulness of the responses given within the application. In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement. In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record. The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

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

Applicant Name (print):

Signature of Applicant:

Notary Name (print):

Notary Signature:

Handwritten signature of applicant

Handwritten signatures of notaries: Valencio Johnson, Robert Roushvar

Commission expires: 1/1/14

Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members? Number of paid up members: Are meetings regularly held? How often? Is business conducted through officers regularly elected? Are members admitted by written application, investigation, and ballot? Has Agent verified membership applications for each member listed? Has at least 10% of members listed been confirmed and highlighted? Agent's Initials: For what purpose is the club organized? Does the property used, as well as the advantages, belong to all the members? Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less? More than 30 days?

Franchisee or Concessionaire of above? Other valid responsible organization: Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: 09/07/2013 Ending Date: 09/07/2013 Special terms and conditions for special event/special retail: NO TO GO SALES PERMITTED

Other Explanations

License Covers: OUTDOOR EVENT

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

BRASFIELD & GORRIE L.L.C.										
ESTIMATE WORKSHEET										
PROJECT: Mountain Brook Municipal Complex					PAGE NUMBER: 1			DATE: 07/22/13		
LOCATION: Mountain Brook, AL					SUMMARY BY: BT			DATE: 07/22/13		
ARCH/ENG: Williams Blodgett Architects					PRICED BY: BT			CHECKED BY: RM		
DESCRIPTION: Electrical Change Requests					CHECKED BY: RM					
ITEM	DESCRIPTION	QTY	UNIT	MATERIAL		LABOR		SUB / EQUIP		TOTAL
				Unit Cost	Material	Unit Cost	Labor	Unit Cost	Sub Price	
1	Switch Lights in Corridor A100 (3 lights will remain on 24/7)	1	ls					1,137.00		1,137.00
2	Switch for lights in R221 Police Pk	1	ls					554.00		554.00
3	Lighting Control from Admin lights on Police Pk	1	ls					2,547.00		2,547.00
Above does not include A231 Police office Area										
4	A231 add AC Outlet for desk rack	1	ls					481.00		481.00
5	A206 Install 3 way light switch	1	ls					957.00		957.00
6	Heat trace circuit not shown on drawings	1	ls					1,254.00		1,254.00
7	A231 Training Room 3 way light switch	1	ls					624.00		624.00
SUB TOTAL				0		0		7,856		7,856
Clarifications:										
See above #3				Material Tax 9.00%						
				P&H/Insurance (Labor) 48.15%						
				Insurance/Bonds 1.85%						
				Overhead/Profit 10.00%						
				TOTAL \$8,001						

BRASFIELD & GORRIE L.L.C.											
ESTIMATE WORKSHEET											
PROJECT: Mountain Brook Municipal Complex					PAGE NUMBER: 1			DATE: 07/22/13			
LOCATION: Mountain Brook, AL					SUMMARY BY: RM			DATE: 07/22/13			
ARCH/ENG: Williams Blodgett Architects					PRICED BY: RM			CHECKED BY: RM			
DESCRIPTION: Server Room Redundant AC					CHECKED BY: RM						
ITEM	DESCRIPTION	QTY	UNIT	MATERIAL		LABOR		SUB / EQUIP		TOTAL	
				Unit Cost	Material	Unit Cost	Labor	Unit Cost	Sub Price		
1	Drawn Mechanical Room 2 ton MicroMini redud gpk units	1	ls					19,500.00		19,500.00	
2	Pipe Racks in basement for condenser coils	1	ls					1,250.00		1,250.00	
3	RAC Supplement 2 units	2	hrs				5,486.00			5,486.00	
4	BRC Management Plan	16	hrs				2,640.00			2,640.00	
5	SSOB Narrative of Design Parameters Not wanted	1	ls				0.00			0.00	
SUB TOTAL				0		0		5,126		20,720	28,876
Clarifications:											
No permit submission or drawings included				Material Tax 9.00%							
Drawn Mechanical Warranty 1 year from completion date				P&H/Insurance (Labor) 48.15%							
Stand above thermostats, not linked into Building Automation System				Insurance/Bonds 1.85%							
No cost is included to program Building automation to cycle on/off heat pump for the existing unit				Overhead/Profit 10.00%							
No engineered drawing, just narrative from SSOB				TOTAL \$26,655							
Based on performing work during normal business hours											
May have brief power outage to tie in power											

BRASFIELD & GORRIE L.L.C.

ESTIMATE WORKSHEET

PROJECT: Mountain Brook Municipal Complex
 LOCATION: Mountain Brook, AL
 ARCH/ENG.: Williams Blackstock Architects
 DESCRIPTION: Fountain

PAGE NUMBER: 1
 DATE: 07/22/13
 SUMMARY BY: BT
 PRICED BY: BT
 CHECKED BY: RM

ITEM	DESCRIPTION	QTY	UNIT	MATERIAL		LABOR		SUB / EQUIP		TOTAL
				Unit Cost	Material	Unit Cost	Labor	Unit Cost	Sub Price	
1	Brown Mechanical Fountain Installation	1	fs							215,328.00
2	B&G Management (PM)	56	hr							9,240.00
3	B&G Field Management	6	wks							16,458.00
SUB TOTAL										
				0		0		241,026		241,026

Clarifications:
 B&G will be waived by City of Mountain Brook from any Warranty or latent condition responsibilities
 Brown Mechanical will provide a 1 year warranty
 6 week construction duration is estimated and will be adjusted to actual duration at end of this work
 No permit fees included in price as it has been waived by City

Material Tax	9.00%	0
PRT/Insurance (Labor)	48.15%	0
Insurance/Bonds	1.85%	4,459
Overhead	5.00%	12,274
TOTAL		\$257,759
Estimated Sales Tax savings		(\$8,500)
Estimated Final Cost		\$249,259

APPENDIX 2

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA
AUGUST 12, 2013**

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 August, 2013. The Council President called the meeting to order and the roll was called with the following results:

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

Absent: Lawrence T. Oden, Mayor

Also present were City Attorney Carl Johnson, 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 Boy Scouts Liam Mitchell and Ned Mitchell of Troop 320 in attendance to satisfy the requirements for the Citizenship in Community merit badge.

2. PRESENTATION OF THE FIREFIGHTER APPRECIATION MONTH PROCLAMATION

President Smith read aloud and presented the Mayor's proclamation to Fire Chief Ezekiel and the firefighters from Station 1.

3. CONSENT AGENDA

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

Approval of the minutes of the July 22, 2013 meeting of the City Council.

2013-109	Proclamation: August 2013 proclaimed "Firefighter Appreciation Month".	Exhibit 1
2013-111	Recommend to the Alcohol Beverage Control Board the issuance of a 140 – Special Events Retail license to Wilco Hospitality, LLC (trade name Crestline Rocks) for the September 7, 2013 fundraising event to benefit Pre-school Partners to be held on Church Street between Dexter Avenue and Hoyt Lane.	Exhibit 2, Appendix 1
2013-112	Authorize a \$75,000 transfer of funds from the General Fund to the Capital Projects fund (417) and a \$320,000 transfer to the City of Mountain Brook Retiree Medical (Sec. 115) Trust.	Exhibit 3

2013-113	Set a public hearing for August 26, 2013 at 7 p.m. to consider a resolution authorizing the execution of an amendment to the Development Agreement between the City and Evson, Inc. and Daniel Realty Company, LLC with respect to the Lane Parke Project, which agreement was originally approved on July 30, 2012.	Exhibit 4
2013-114	Authorize the execution of a Brasfield & Gorrie change-order with respect to the municipal complex construction project.	Exhibit 5, Appendix 2
2013-115 Motion	Authorize the purchase of data back-up and disaster recovery hardware/software system.	Appendix 3
2013-116 Motion	Authorize the City Manager to submit a letter to the Alabama Department of Transportation (ALDOT) authorizing an adjustment to the grant limitation and the construction, engineering, and inspection agreement contract amount both with respect to the Safe Routes to Schools sidewalk construction project.	Appendix 4

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

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

Nays: None

Council President Smith thereupon declared that said minutes, proclamation, resolutions (nos. 2013-109 and 111 through 114), and motions (nos. 2013-115 and 116) are adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

4. RESOLUTION NO. 2013-110 ACCEPTING THE PROFESSIONAL SERVICES PROPOSAL SUBMITTED BY ARRINGTON ENGINEERING FOR SURVEYING SERVICES ALONG SHADES CREEK PARKWAY IN CONNECTION WITH THE PHASE 5B SIDEWALK CONSTRUCTION PROJECT (EXHIBIT 6, APPENDIX 5)

Council President Smith introduced Resolution No. 2013-110 in writing and then moved for its immediate adoption. The resolution was then considered by the City Council. Council President Pro Tempore Carter seconded the motion to adopt the resolution. Then, upon the question being put and the roll called, the vote was recorded as follows:

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

Nays: Jack D. Carl

Council President Smith thereupon declared that said resolution (No. 2013-110) is adopted by a vote of 4—1 and, as evidence, thereof, she signed the same.

5. ANNOUNCEMENT REGARDING THE NEXT REGULAR MEETING OF THE CITY COUNCIL

Council President Smith announced that the next regular meeting of the City Council will be Monday, August 26, 2013, 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) for more information.

6. ADJOURNMENT

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

Steven Boone, City Clerk

EXHIBIT 1

PROCLAMATION

WHEREAS, fighting fires is one of the most hazardous professions, requiring physical strength, stamina, extensive training, courage, and selfless concern for the welfare of our citizens; and

WHEREAS, in addition to their daily service to communities firefighters throughout the state and across the nation have joined the Muscular Dystrophy Association for the past sixty years in the fight against neuromuscular diseases; and

WHEREAS, Mountain Brook firefighters have partnered with the Muscular Dystrophy Association each year through the "Fill the Boot" campaign for MDA; and

WHEREAS, the Muscular Dystrophy Association is extremely grateful to the city of Mountain Brook for their support and dedication; and

WHEREAS, funds collected by the city of Mountain Brook firefighters assist MDA in providing medical services at local clinics, summer camp, research grants, support groups, and public education seminars at no cost to local children and families; and

WHEREAS, in honor of the efforts of the Mountain Brook firefighters, the Muscular Dystrophy Association is sponsoring Mountain Brook Firefighter Appreciation Month; and

WHEREAS, it is appropriate for all Mountain Brook citizens to join the Muscular Dystrophy Association in this tribute to our firefighters.

NOW, THEREFORE, I, Lawrence T. Oden, Mayor of the City of Mountain Brook, Alabama, do hereby proclaim August 2013 as

“Mountain Brook Firefighter Appreciation Month”

and commend the Mountain Brook firefighters for their efforts on behalf of the Muscular Dystrophy Association.

EXHIBIT 2**RESOLUTION NO. 2013-111**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby recommends to the State of Alabama, Alcoholic Beverage Control Board, the issuance of a 140 – Special Events Retail License to Wilco Hospitality, LLC, trade name Crestline Rocks, for the September 7, 2013 fundraising event to benefit Pre-school Partners to be held on Church Street between Dexter Avenue and Hoyt Lane.

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

APPENDIX 1**EXHIBIT 3****RESOLUTION NO. 2013-112**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the payment from the General Fund of \$320,000 into the City of Mountain Brook Section 115 (retiree medical insurance) Trust for investment in accordance with the City's investment policy.

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the transfer from the General Fund of \$75,000 into the Capital Project Fund (428) representing the advance funding of the City's fiscal 2013 (and later) matching contributions for the ongoing sidewalk construction projects.

EXHIBIT 4**RESOLUTION NO. 2013-113**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that, at its regular meeting on Monday, August 26, 2013, at 7:00 p.m., in the Council Chamber of Mountain Brook City Hall, that the City Council of the City of Mountain Brook will consider a resolution authorizing the execution of an amendment to the Development Agreement between the City and Evson, Inc. and Daniel Realty Company, LLC with respect to the Lane Parke Project, which Agreement was originally approved on July 30, 2012.

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City hereby authorizes the City Clerk to publish notice of said meeting 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 further authorized and directed to publish such further notice as may be provided for by law, more particularly as specified in Amendment 772 to the Constitution of Alabama (1901) (Section 94.01 of the Recompiled Constitution of Alabama).

EXHIBIT 5**RESOLUTION NO. 2013-114**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of a Brasfield & Gorrie, LLC contract change order with respect to the municipal complex construction project (re: Motion No. 2012-203 adopted on July 13, 2012), to include the following modifications/improvements:

- \$ 11,204.00 Dias data installation
- (\$ 6,601.00) Sewer main allowance (credit)
- \$ 8,801.00 Miscellaneous electrical changes
- \$ 36,655.00 Server room back-up air conditioning units
- \$257,759.00 Fountain (subject to the City's receipt of the donation pledged by the Lynn Henley Foundation.)

APPENDIX 2

EXHIBIT 6

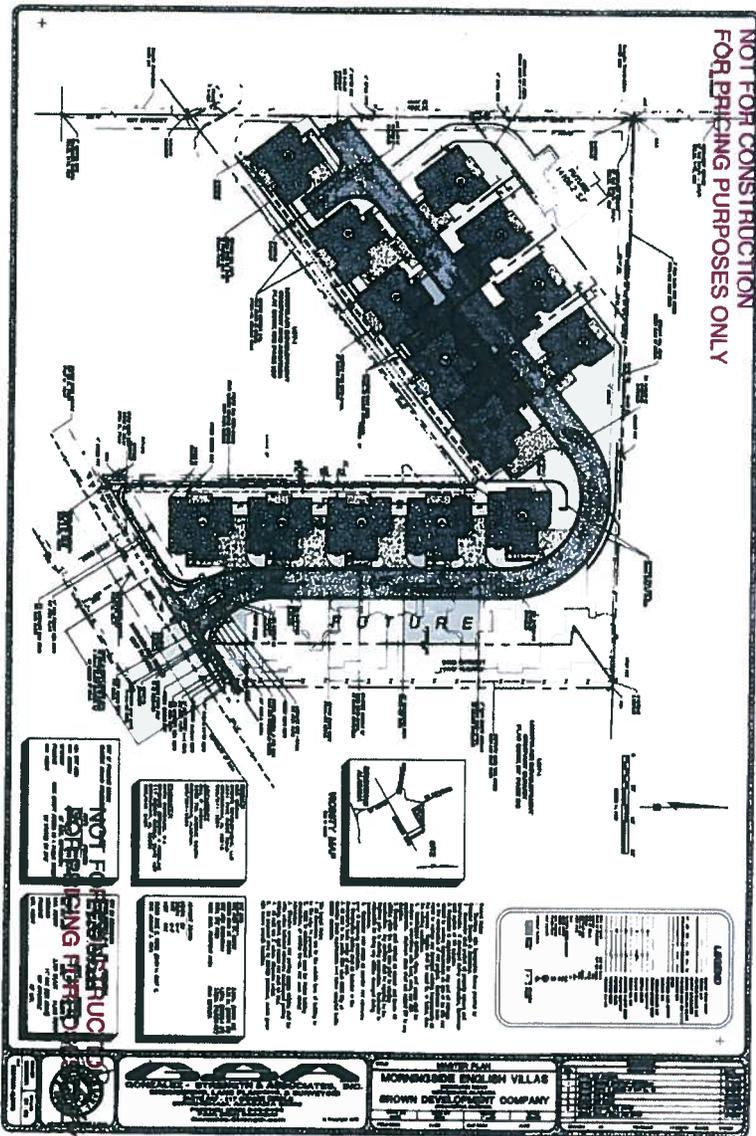
RESOLUTION NO. 2013-110

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby accepts the professional services proposal submitted by Arrington Engineering, in the form attached hereto as Exhibit A, with respect to surveying services along Shades Creek Parkway with respect to the Phase 5B sidewalk construction project.

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

APPENDIX 5

NOT FOR CONSTRUCTION
FOR PRICING PURPOSES ONLY



Approved RID site plan

MORNINGSIDE

Discussion Summary

In 2002 the Council approved a rezoning from Res-D to RID (Residential Infill District) for the Morningside/Brown property on Montclair Road (property adjoining the previous, temporary City Hall). The site plan approved in conjunction with the RID is attached, indicating 10 detached single family structures in Mountain Brook and 4 of the same in the City of Birmingham (north side of the proposed interior street).

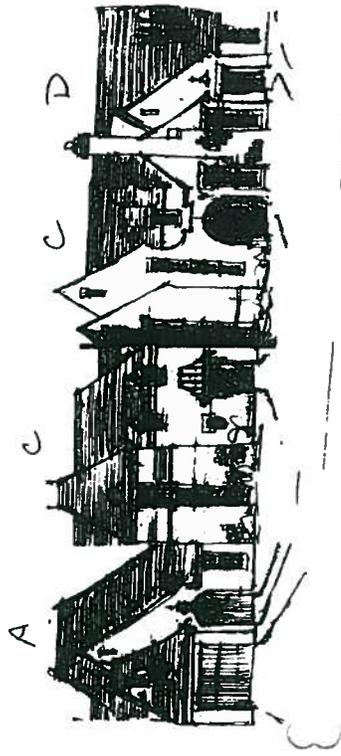
The property has been purchased with the intention of building the single family homes as indicated on the approved site plan. However, an uncertainty as to the actual municipal boundary between Mountain Brook and Birmingham has recently surfaced (with respect to the abandoned RR right-of-way which runs through the property). It now appears that it is possible that only the proposed southerly 4 SFD's are in the City of Mountain Brook, with the remaining property in the City of Birmingham. If this turns out to be the case, the developer is contemplating the possibility of amending the RID master plan to a more holistic approach with a variety of density and price-points.

The existing zoning for the Birmingham property is R-8, which would allow for up to 40 units on the property (if it turns out that the bulk of it is in the City limits of Birmingham). The developer is considering the possibility of constructing 18-20 townhomes on the Birmingham side, while developing the four detached single family homes on the Mountain Brook side.

This idea was informally presented to the Planning Commission (for discussion purposes only) at its meeting of August 5, 2013, and the Planning Commission was not opposed to the idea of increased density on the Birmingham side of the property (given the ability of the developer to mitigate and potential negative effects on stormwater, drainage and traffic output).

The purpose of the Council review, at this point, is simply to discuss the possibility of increasing the density of the project and to get an informal reaction from the Council as to the increased density (assuming stormwater/drainage and traffic studies could prove favorable). If the council is favorable to this initial concept of a mixture of densities, then the applicant may pursue an amendment to the RID reflecting the changes described herein, which would entail the full rezoning process through the Planning Commission and Council.

See attached elevations and photographs for an idea of the style that may be proposed with increased density.



APPENDIX 1



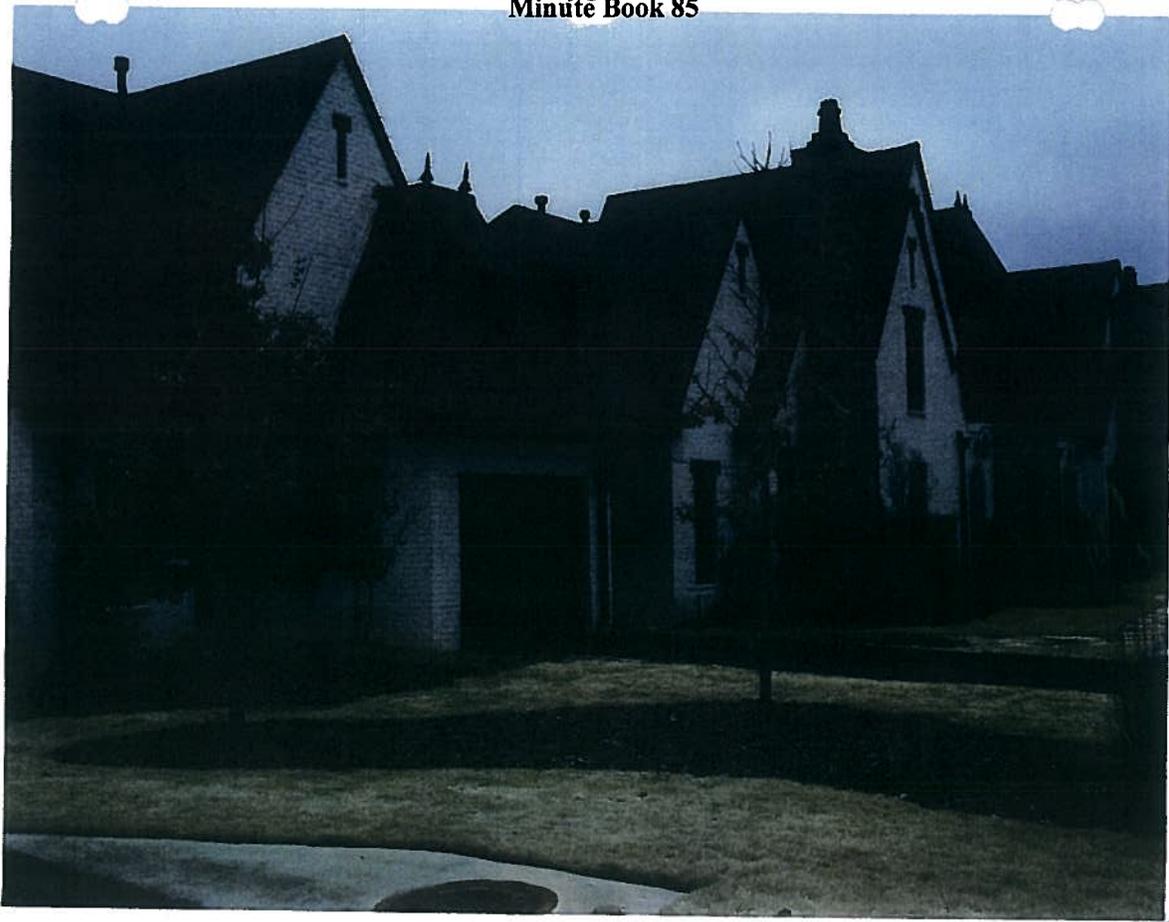


APPENDIX 1



HERITAGE PARC
A CUSTOM TOWNHOME DEVELOPMENT

ARTIST'S RENDERING. NEED NOT BE BUILT. PROPERTY OF CHRISTOPHER AND ASSOCIATES. DUPLICATION OR REPRODUCTION IS STRICLY PROHIBITED.



APPENDIX 1

August 5, 2013

Mr. Sam S. Gaston
City Manager
City of Mountain Brook, Alabama
56 Church Street
Mountain Brook AL. 35213

Dear Mr. Gaston:

Our home is at 3405 Pine Ridge Road. The city installed 3 stop signs on Pine Ridge Road at Pine Ridge Trail in February of 2012, one of which is at the top of our main driveway.

At the time, in addition to the stop signs themselves, two other signs were installed along Pine Ridge Road in front of our home. The installation of these stop signs have proved to be detrimental to us because, among other things, they frequently cause an inability to turn into or exit our own driveway and by creating a new potential traffic hazard as well. I don't recall an accident at that intersection since the subdivision on Pine Ridge Trail was created many years ago and I know of at least one since the stop signs were installed.

Several times each week we are unable to turn into our driveway with the normal flow of traffic because more often than not people do not heed the "Do Not Block Driveway" sign - and we frequently have to wait for 2 or 3 cars to make their way through the stop sign before we can turn left into our driveway. If there are other cars westbound behind us at the stop sign they are also not able to proceed until that traffic clears.

There has now been created and added hazard when we are turning left (west) out of our driveway if there is a car at the stop sign facing east. If we pull out then our view of oncoming traffic from the east is blocked. On at least two occasions we have had near collisions with eastbound traffic in this situation.

Neither the sight distance nor the number of homes has not changed since the city approved the subdivision on Pine Ridge Trail.

The traffic engineer's report (excerpts attached) clearly states on page 23 : "Therefore multi-way stop sign control is not recommended."

And on page 25 provides the engineer's solution in the event the a "change in traffic situations warrant (such as an increase in crashes) "... the City could consider the installation of supplemental circular yellow flashing warning beacons or multi-way stop control."

This same report indicates that current traffic volume does not warrant these controls so we ask that if the city feels that some measure is desired to enhance the safety of Pine Ridge Trail residents that, instead of the stop signs that you consider the installation something similar to that the city installed on Cahaba Road at Lane Circle (see attached photos) which would alert the drivers on Pine Ridge Trail to oncoming traffic. This solution should address the city's concern as to sight distance, not disrupt the flow of traffic on Pine Ridge and alleviate the problems created by installation of the stop signs.

In addition to the significant change, inconvenience and possible added traffic hazard we feel that having the stop sign at the head of our driveway as well as the other two traffic signs installed in front of our home has negatively impacted the value of our property.

We respectfully request that the city remove the stop sign and other related signs as soon as possible.

Sincerely,

Bob Bohorfoush
3405 Pine Ridge Road

CONCLUSIONS AND RECOMMENDATIONS

The results of the analyses performed for this report indicate that there is one existing traffic operational problem on Pine Ridge Road, which is the limited sight distance at the intersection of Pine Ridge Trail. Further, the analyses also indicate that the proposed seven lot residential development on Pine Ridge Road will cause no negative impacts to traffic.

Alternatives Considered

Several alternatives were considered to address the existing sight distance limitations at the intersection of Pine Ridge Road and Pine Ridge Trail. The following is a discussion of each alternative considered.

Warning Signs with Flashing Beacons. On each approach to the intersection of Pine Ridge Road there are currently W2-2 "Side Road Symbol" Warning Signs with a W13-1p "Advisory Speed - 20 MPH Plaque". The 2009 Federal Highway Administration publication *Manual on Uniform Traffic Control Devices (2009 MUTCD)* states that circular yellow flashing warning beacons may be used to supplement warning signs. The intended use of supplemental circular yellow flashing warning beacons is where traffic conditions do not justify conventional traffic control (multi-way stop control or signal control) but crash rates indicate the possibility of a special need. Since there have been no reported crashes at the intersection of Pine Ridge Road at Pine Ridge Trail over the past three years, it is recommended that use of supplemental circular yellow flashing warning beacons be deferred until such a time that actual conditions indicate a need.



Multi-Way Stop Sign Control. The 2009 MUTCD states that use of multi-way stop sign control should be limited to situations where the traffic volumes on two intersecting roadways are roughly equal. Other factors considered are crash frequency and need for traffic signalization. It is evident that traffic volumes on Pine Ridge Road are disproportionately higher than Pine Ridge Trail and there is no recent history of crashes. Therefore, multi-way stop sign control is not recommended. The 2009 MUTCD does

of way and rebuilding existing side roads and driveways. Based on the limited traffic volumes exiting Pine Ridge Trail, the absence of crashes at the intersection, and the cost and effort to correct the problem, it is recommended that no construction be undertaken to physically correct the sight distance deficiency.

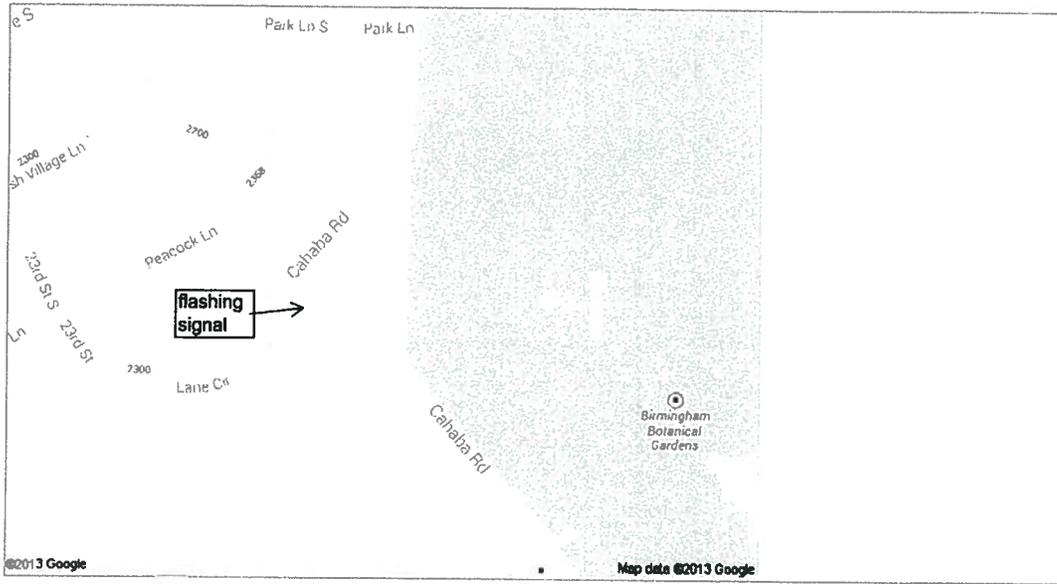
Vegetation Management. The field review undertaken of the sight lines for traffic exiting Pine Ridge Trail onto Pine Ridge Road by Skipper Consulting, Inc. indicated that a portion of the sight distance restrictions are caused by vegetation, particularly looking to the left. It is recommended that the City regularly review the growth of vegetation within the sight lines exiting Pine Ridge Trail and trim as required to maintain the best possible sight lines.



Enforcement. The most effective means of providing the safest possible condition for traffic exiting Pine Ridge Trail is to reduce vehicle travel speeds to the posted speed limit through enforcement. It is recognized that the existing roadway geometrics of Pine Ridge Road do not lend themselves well to enforcement because of the lack of places for police officer vehicles to park to monitor traffic and lack of locations for officers to pull over speeding vehicles. It is recommended that the Mountain Brook Police Department further investigate the possibility of increasing enforcement of the posted speed limit on Pine Ridge Road.

Recommended Improvements

Based on the alternatives which have been analyzed in this study, it is recommended that the City monitor and maintain the growth of vegetation in the sight lines for the intersection and that regular enforcement of the posted speed limit be undertaken. In the future, should a change in traffic situations warrant (such as an increase in crashes), the City could consider the installation of supplemental circular yellow flashing warning beacons or multi-way stop sign control.



APPENDIX 2

2 of 2

8/5/2013 8:20 AM



memo

City of Mountain Brook

To: Sam Gaston, City Manager
From: Steven Boone *S. Boone*
CC: Mayor and members of the City Council
Date: 8/6/2013
Re: Data back-up and disaster recovery (includes primary server replacement)

Comments: Currently, the City utilizes a third-party provider to back-up and store off-site the City's electronic data. The [dedicated] hardware hosting the back-up data is covered under the annual back-up fees for the service. We have been informed that the provider's back-up server has reached its capacity and service life and is therefore due for replacement which in turn will affect the City's monthly back-up cost.

In anticipation of the change-over, we have budgeted in fiscal 2014 to: 1) replace our existing server and operating software, and 2) implement another back-up solution (to include disaster recovery). Because of the importance of the back-up system, it is my recommendation that the City proceed with purchase and installation now rather than wait until October 1. While not budgeted in the Capital Projects Fund in fiscal 2013, the funds to purchase the new server and back-up/disaster recovery system have been set aside in the Capital Projects Fund cash/reserves.

The solution to be implemented is an in-house system which will provide both data back-up and critical operating systems (hardware and software) disaster recovery. The hardware components of the system are available for purchase from the State bid list. The turnkey pricing of the new system will be approximately \$34,000 and is included in the second draft of the 2014 capital budget (page 88). If authorized to proceed, I will remove this item from the 2014 budget and include in the 2013 budget upon the next amendment.

MOTION 2013-115

APPENDIX 3

SRTS
Sidewalks



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
August 13, 2013

Brian Davis
Division Engineer
ALDOT 3rd Division
1020 Bankhead Highway
Birmingham, AL 35202
ATTN: Renya Hooks

RE: Project No. SRTS-SR09 (903)(904) S2
Mountain Brook Elementary School Sidewalks, City of Mountain Brook
Crestline Elementary School Sidewalks, City of Mountain Brook

Dear Ms. Hooks,

The purpose of this letter is to request permission to adjust the maximum limit on the above project to \$635,256.19. Based on a 15% CE&I budget, the new CE&I amount would be \$95,288.43.

If there are questions or additional information is needed, please let us know.

Thanks,

Sam S. Gaston
City Manager

APPENDIX 4

Motion No. 2013-116



Office: 205-985-9315
Fax: 205-985-9385
2032 Valleydale Rd. Suite C
Birmingham, AL 35244
www.arringtonengineering.com

July 22, 2013

Mr. Dave Giddons
Nimrod Long and Associates Inc,
2213 Morris Ave,
Birmingham, AL 35203

Re: **Surveying Services at Shades Creek Parkway**

Dear Dave:

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

Scope of Work

Provide a Tract Sketch and legal description in accordance with the ALDOT format for the required 3 easements (2, permanent and 1 temporary) at the Lutheran Church and the Old Southern Living Building.

Fees: Items \$2,000.00

Schedule The Easement exhibits will be delivered within 1 week after Notice to Proceed.

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

Approved and Accepted by:

By: *[Signature]* Date 8/13/2013

Sincerely,

[Signature]
Dave Arrington
Vice President

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

I. HOURLY RATE SCHEDULE

Professional Engineer P.E.	\$150.00
Professional Land Surveyor, P.L.S.	\$135.00
Engineer Intern E.I.	\$ 75.00
CADD Technician	\$ 65.00
Survey Crew Conventional	\$135.00
Survey Crew GPS	\$180.00
Secretarial Services	\$ 35.00
Additional Copies	Cost

II. BASIS AND CONDITION OF PAYMENTS

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

1. If the client fails to make any payment due ARRINGTON ENGINEERING for services and expenses within thirty (30) calendar days after receipt of ARRINGTON ENGINEERING invoice, the amounts shall include a charge at the rate of one and one-half percent (1.5%) per month and in addition, ARRINGTON ENGINEERING may, after giving seven days notice to the CLIENT, suspend services under this Agreement until ARRINGTON ENGINEERING has been paid in full all amounts due ARRINGTON ENGINEERING for services and expenses.
2. Should it be necessary to collect this account through an attorney, the CLIENT agrees to pay all costs of collection, including all reasonable attorney's fees and fees for trials or appeals. In the event of termination upon completion of any task of the Basic Services, progress payments due to ARRINGTON ENGINEERING for services rendered through completion of such task shall constitute total payment for such services. In the event of termination during any task of the Basic Services, ARRINGTON ENGINEERING will be paid for services rendered on that task as if the services on said uncompleted task were Additional Services through the date of termination.

- 3. ARRINGTON ENGINEERING shall be paid in full for all services rendered under this Agreement, including any additional services authorized by Client in excess of those stated in this Agreement.
- 4. The CLIENT'S obligation to pay under this Agreement is in no way dependent upon the CLIENT'S ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or the financial viability of the project.

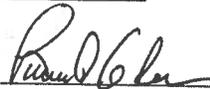
III. STANDARD PROVISIONS

- A. LIMITATIONS OF LIABILITY. In recognition of the relative risks and benefits of the project to both the CLIENT and ARRINGTON ENGINEERING the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of ARRINGTON ENGINEERING and its sub consultants to the CLIENT for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert witness fees and costs, so that the total aggregate liability to ARRINGTON ENGINEERING and its sub consultants to all those named shall not exceed the total fee for services rendered on this project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
- B. NOTIFICATION OF DEFECTS. In order to mitigate losses from any claimed deficiency in the service(s) rendered by ARRINGTON ENGINEERING notification must be promptly given of such claimed deficiencies.
- C. TERMINATION OF AGREEMENT. This agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. This Agreement may be terminated by the CLIENT upon at least seven (7) days written notice to ARRINGTON ENGINEERING, in the event that the Project is permanently abandoned.
- D. MISCELLANEOUS PROVISION.
 - 1. This agreement shall by govern by the laws of the State of Alabama.
 - 2. This Agreement represents the entire integrated agreement between the CLIENT and ARRINGTON ENGINEERING and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the CLIENT and ARRINGTON ENGINEERING.
 - 3. Annual rate adjustments may be made.

IV. DOCUMENTATION AND WORK PRODUCTS

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

Acceptance by Client:

By:  Date: 8/13/2013

ADDENDUM TO AGREEMENT BETWEEN
THE CITY OF MOUNTAIN BROOK AND
ARRINGTON ENGINEERING
DATED AUGUST 12, 2013

THIS ADDENDUM ("the/this Addendum") to the principal agreement between the City of Mountain Brook, Alabama ("the City") and Arrington Engineering ("the Contractor") dated August 12, 2013.

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 1-9 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 ¹³ 12th day of August, 2013.

Arrington Engineering

By: [Signature]
 Its: Vice President

City of Mountain Brook, Alabama

By: [Signature]
 Its: Mayor