

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
FEBRUARY 11, 2019**

The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 6:15 p.m. on the 11th day of February, 2019. The Council President called the meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President
William S. Pritchard III, Council President Pro Tempore
Philip E. Black
Lloyd C. Shelton
Alice B. Womack
Stewart Welch III, Mayor

Absent: None

Also present were City Attorneys Whit Colvin and Steve Stine, City Manager Sam Gaston and City Clerk Steven Boone.

1. AGENDA

1. Consultant selection for APPLE grant study of Overton Road—Mike Kaczorowski of the Regional Planning Commission of Greater Birmingham

Mayor Welch shall contact the Mayor of Vestavia Hills and Mr. Gaston shall contact the City Manager of Vestavia Hills to confirm that the City of Vestavia Hills will pay a portion of the costs of improvements to Overton Road based on the results of the proposed study. This matter shall be reconsidered on February 25, 2019.

2. Budget amendment for parking control vehicle—Chief Cook. (Resolution No. 2019-021 was added to the formal meeting agenda.)
3. Sunday alcohol sales—Whit Colvin. (Resolution No. 2019-017 was added to the formal meeting agenda.)
4. Traffic signals modifications on Euclid Avenue at Dan Watkins Road—Ronnie Vaughn and Sam Gaston. (Resolution No. 2019-022 was added to the formal meeting agenda.)
5. Review of the matters to be considered at the formal (7 p.m.) meeting

The proposed ordinance making the alley between Elm Street and Main Street one-way weekdays during specified hours shall be withdrawn. Instead, the affected residents have requested that a “No Left Turn” sign from Main Street into the alley weekdays during specified hours be implemented. The Police Chief stated that this proposal will achieve the same desired result as the one-way proposal and is acceptable to School officials. This revised proposal shall be introduced to the City Council for formal consideration on February 25, 2019.

2. ADJOURNMENT

There being no further matters to be discussed, Council President Smith adjourned the pre-meeting at approximately 6:50 p.m.

3. CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct synopsis of the discussion from the work session of the City Council of the City of Mountain Brook, Alabama held at City Hall, Pre-Council Room (A106) on February 11, 2019, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that no formal action or votes were conducted at said work session.



City Clerk

**MINUTES OF THE REGULAR OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
FEBRUARY 11, 2019**

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 the 11th day of February, 2019. The Council President called the meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President
William S. Pritchard III, Council President Pro Tempore
Philip E. Black
Lloyd C. Shelton
Alice B. Womack
Stewart Welch III, Mayor

Absent: None

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

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

1. CONSIDERATION OF AN ORDINANCE DESIGNATING THE ALLEY BETWEEN ELM STREET AND MAIN STREET ONE-WAY WEEKDAYS DURING SPECIFIED HOURS

Council President Smith announced that the proposed ordinance has been withdrawn and that the City Council shall consider a proposal to restrict left turns into the alley weekdays during specified hours (45-minutes in the morning school drop-off and afternoon school pick-up) at the February 25, 2019 meeting as suggested by the neighbors.

Ms. Elizabeth Lyman of 416 Meadowbrook Lane:

- There are about five physicians that live along the alley that are often on-call and need to be able to exit quickly in emergencies
- Making the alley one-way adds 12-minutes to the commute during the morning school drop-off

Council President Smith restated that the proposal has been withdrawn and that the left turn restriction will be formally considered by the City Council on February 25, 2019.

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 January 28, 2019, regular, joint meeting of the City Council and Mountain Brook Emergency Communications (E-911) District.

- | | | |
|-----------------|--|--------------------------|
| 2019-016 | Recommend the issuance of a 040 – Retail Beer (On or Off Premises) and 060 – Retail Table Wine (On or Off Premises) licenses to HIT Portfolio I HIL TRS LLC (trade name Hampton Inn Birmingham Mountain Brook), 2731 U. S. Highway 280, Mountain Brook, AL 35223 | Exhibit 1,
Appendix 1 |
| 2019-017 | Request that the elected officials representing the City of Mountain Brook in the House of Representatives and the Senate of the State of Alabama: | Exhibit 2,
Appendix 2 |

1. Introduce, sponsor and support legislation granting the City Council authority to approve the sale of alcoholic beverages in the City of Mountain Brook, Alabama for on-premises consumption on Sunday commencing at 10:00 a.m.
2. Consider whether other cities located within Jefferson County should be included in the proposed legislation where participation by such cities shall require their adoption of an ordinance or resolution authorizing such sales

2019-018	Authorize the installation of a street light across the street from the property located at 331 Cherry Street	Exhibit 3, Appendix 3
2019-020	Authorize the execution of an agreement with Net Connection, LLC, with respect to the installation of a bullpen/batting cage combination by the Girls' Softball field at the Athletic Complex	Exhibit 4, Appendix 4
2019-021	Authorize the purchase of one (1) 2018 Ford Fiesta SE from the State of Alabama approved bid list for use as a parking control vehicle by the Police Department	Exhibit 5, Appendix 5
2019-022	Authorize the following with respect to the traffic signals on Euclid Avenue at Dan Watkins Drive and at Memory Court: <ol style="list-style-type: none"> 1. Remove the louvers from the signal heads facing Euclid Avenue at Dan Watkins 2. Adjust the aim/alignment of the signals facing Euclid Avenue westbound at Dan Watkins Drive 3. Replace three existing signal heads facing Euclid Avenue westbound at Memory Court with optically programmed signal heads 	Exhibit 6, Appendix 6

Thereupon, the foregoing minutes and resolutions were introduced by Council President Smith and a motion for their immediate adoption made by Council member Shelton. The minutes and resolutions were then considered by the City Council. Council member Womack 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 C. Smith, Council President
 William S. Pritchard III, Council President Pro Tempore
 Philip E. Black
 Lloyd C. Shelton
 Alice B. Womack

Nays: None

Council President Smith thereupon declared that said minutes and resolutions (Nos. 2019-016 through 2019-018 and 2019-2020 through 2019-2022) are adopted by a vote of 5—0 and as evidence thereof signed the same.

3. CONSIDERATION OF AN ORDINANCE (NO. 2039) REZONING A RECENTLY ANNEXED PARCEL LOATED IN THE LOCKERBIE SUBDIVISION (132 QUEENSBURY CRESCENT) FROM ITS FURENT [TEMPORARY] RESIDENCE-C DISTRICT TO [PERMANENT] CLUSTERED RESIDENTIAL DISTRICT(EXHIBIT 7, APPENDIX 7)

The ordinance was introduced in writing by Council President Smith who then invited comments and questions from the audience. There being none, Council President Smith called for a motion. Council

President Pro Tempore Pritchard made a motion that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended, and that unanimous consent to the immediate consideration of said ordinance is given and that the reading of the ordinance at length be waived. The motion was seconded by Council member Black. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia C. Smith
William S. Pritchard, III
Philip E. Black
Lloyd C. Shelton
Alice B. Womack

Nays: None

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

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

Ayes: Virginia C. Smith
William S. Pritchard, III
Philip E. Black
Lloyd C. Shelton
Alice B. Womack

Nays: None

The Council President Smith declared that the said ordinance (No. 2039) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

4. PUBLIC HEARING TO CONSIDER A REQUEST BY THE MOUNTAIN BROOK BOARD OF EDUCATION FOR THE CITY TO CALL FOR A REFERENDUM TO INCREASE THE AD VALOREM TAX BY UP TO 10 MILS EXCLUSIVELY FOR EDUCATIONAL PURPOSES (RESOLUTION NO. 2019-019, EXHIBIT 8)

The resolution was introduced in writing by Council President Smith who then invited comments from the Board of Education officials.

Superintendent Richard (Dicky) Barlow of 3588 Springhill Road:

- A 10.6 mil tax was authorized in 1947
- The Board of Education is hereby requesting up to a 10 mil increase in said 10.6 mil tax for educational purposes
- This is the first of a three step process: 1) this public hearing, 2) passage of a bill by the Alabama Legislature allowing the City to conduct a referendum and 3) a vote by the residents on said tax increase
- If passed, the increased taxes will be effective October 1, 2020
- The increased millage is expected to generate approximately \$6 million annually for the School System
- The vast majority the new money is for capital projects—to improve every school in the School System
- One or two bond issues are contemplated totaling up to \$57 million for capital improvements
- Additionally, a portion of the proceeds will be used for facilities maintenance and improvements over a 16 to 20-year period on a “pay-as-you-go” basis
- The proceeds will also be used for safety improvements including School Resource Officers
- Other needs include improved mental health, quality of education and professional development

- About one year ago the School System commissioned a facilities audit. The architects' report indicated that the facilities needed between \$31 million to \$87 million to bring the facilities up to speed
- A 28-member task force recently completed a study of the School's finances and agreed with the need for additional revenue to address the facility needs and other improvements for the School System
- Based on these studies, the School Board hereby makes the request to increase the millage rate

Gary London of 88 Country Club Boulevard:

- Co-chaired the task force just mentioned
- The School System has suffered a loss of approximately \$18 million in state and local revenue since the 2008 recession (assuming zero revenue growth)
- Additionally, the state has imposed unfunded mandates in the form of pay and retirement increases during the same period
- The task force was satisfied with the School System's cost cutting strategies
- The youngest school is 50 years old supporting the need for upgrades
- The task force recommended that the School Board pursue additional revenues which prompted this public hearing and request

Council President Pro Tempore Pritchard:

- We are all aware of the struggles imposed upon the School Board to try to maintain the level and quality of education provided to the students of this community
- It is amazing what the School Board has been able to do in the face of decreased revenue coupled with the unfunded [cost] mandates and other cost increases experienced
- The School System is now at a crossroads and must have additional revenue in order to continue its level of excellence sustained over the last 40+ years

There being no further comments or discussion, Council President Smith closed the public hearing and called for a motion. Council member Shelton made a motion that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said resolution be suspended, and that unanimous consent to the immediate consideration of said resolution is given and that the reading of the resolution at length be waived. The motion was seconded by Council member Womack. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia C. Smith
William S. Pritchard, III
Philip E. Black
Lloyd C. Shelton
Alice B. Womack

Nays: None

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

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

Ayes: Virginia C. Smith
William S. Pritchard, III
Philip E. Black
Lloyd C. Shelton
Alice B. Womack

Nays: None

The Council President Smith declared that the said resolution (No. 2019-017) is hereby adopted by a vote of 5–0 and, as evidence thereof, she signed the same.

5. ANNOUNCEMENT

The next regular meeting of the City Council will be Monday, February 25, 2019, at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.

6. ADJOURNMENT

There being no further business to come before the City Council, Council President Smith adjourned the meeting at approximately 7:15 p.m.

7. CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the joint, regular meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Council Chamber (Room A108) on February 11, 2019, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that a quorum was present.



 City Clerk

EXHIBIT 1

RESOLUTION NO. 2019-016

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 040 – Restaurant Retail Beer (On or Off Premises) and 060 – Retail Table Wine (On or Off Premises) licenses to HIT Portfolio I HIL TRS LLC (Trade name: Hampton Inn Birmingham Mountain Brook), 2731 U. S. Highway 280, Mountain Brook, AL 35223.

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 2

RESOLUTION NO. 2019-017

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council of the City of Mountain Brook hereby requests that the elected officials representing the City of Mountain Brook in the House of Representatives and the Senate of the State of Alabama:

1. Introduce, sponsor and support legislation granting the City Council authority to approve the sale of alcoholic beverages in the City of Mountain Brook, Alabama for on-premises consumption on Sunday commencing at 10:00 a.m.
2. Consider whether other cities located within Jefferson County should be included in the proposed legislation where participation by such cities shall require their adoption of an ordinance or resolution authorizing such sales

APPENDIX 2

EXHIBIT 3

RESOLUTION NO. 2019-018

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

That Alabama Power Company is requested to install one (1) 84 watt LED area, 4000K, gray – 8,500 to 14,000 lumens street light on an existing pole in the vicinity of 331 Cherry Street, 35213 as more fully described in Exhibit A attached hereto (Lighting Services NESC Lease Agreement (Governmental-S)).

1. That the City Manager is hereby authorized to execute and deliver, or cause to be executed and delivered, on behalf of the City such documents, instruments, and agreements that may be deemed necessary or appropriate with respect to said street light upgrades/installations.
2. That the City Clerk is directed to furnish the Alabama Power Company a certified copy of this resolution.

APPENDIX 3

EXHIBIT 4

RESOLUTION NO. 2019-020

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that either the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to enter into an agreement with Net Connection, LLC, in the form as attached hereto as Exhibit A, with respect to the installation of a bullpen/batting cage combination by the Girls' Softball field at the Athletic Complex.

APPENDIX 4

EXHIBIT 5

RESOLUTION NO. 2019-021

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the purchase of one (1) 2018 Ford Fiesta SE from the State of Alabama approved bid list; and

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Manager or his designee is hereby authorized to execute issue a purchase order and to execute such other documents that may be necessary for such purchase.

APPENDIX 5

EXHIBIT 6

RESOLUTION NO. 2019-022

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the following with respect to the traffic signals on Euclid Avenue at Dan Watkins Drive and at Memory Court:

1. Remove the louvers from the signal heads facing Euclid Avenue at Dan Watkins
2. Adjust the aim/alignment of the signals facing Euclid Avenue westbound at Dan Watkins Drive
3. Replace three existing signal heads facing Euclid Avenue westbound at Memory Court with optically programmed signal heads (as more fully described in Exhibit A attached hereto).

APPENDIX 6

EXHIBIT 7

ORDINANCE NO. 2039

AN ORDINANCE TO REZONE A PARCEL OF LAND IN THE CITY OF MOUNTAIN BROOK, ALABAMA FROM ITS CURRENT [TEMPORARY] RESIDENCE-C DISTRICT TO [PERMANENT] CLUSTERED RESIDENTIAL DISTRICT.

WHEREAS, the real estate as more particularly described as: "Lot 11 A, according to a Resurvey of Lots 1,2,4,5,6,7 and 8, Cluster I and Managed and Landscaped Areas, Resurvey of Lockerbie Phase II, and Lots 1,2,3,4,5,6,7 and 8 Cluster II and Acreage, Amended map of Lockerbie, Phase IV, said Resurvey being recorded In Map Book 155, Page 78, in the Probate Office of Jefferson County, Alabama," and illustrated in the accompanying survey map is presently [temporarily] zoned Residence-C District as provided by Ordinance No. 1347; and

WHEREAS, after due consideration, the City Council has determined that the zoning Classification of the Real Estate should be Clustered Residential 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 Section 129-17 of the Mountain Brook City Code, as amended from time to time, is hereby further amended by zoning the above described property Clustered Residential District:

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.

APPENDIX 7

EXHIBIT 8

RESOLUTION NO. 2019-019

**INCREASE IN AN
AD VALOREM TAX LEVIED IN THE CITY**

BE IT RESOLVED by the City Council (herein called "the Council") of the City of Mountain Brook (herein called "the City"), in the State of Alabama, as follows:

Section 1. Definitions. The following words and phrases used in this Resolution, and others evidently intended as the equivalent thereof, shall, in the absence of a clear implication herein otherwise, be given the following respective interpretations herein:

"Amendment No. 373" means that certain amendment to the Constitution that was proposed by Act No. 6 enacted at the 1978 Second Special Session of the Legislature of Alabama.

"Board" means the Mountain Brook City Board of Education.

"Constitution" means the Constitution of Alabama of 1901.

"Special School Tax" means the special annual ad valorem tax for public school purposes authorized in Amendment No. 56 to the Constitution and pursuant to an election held in the City on May 20, 1947, to be levied and collected on taxable property situated in the City, the rate of which has, pursuant to proceedings heretofore taken by the Council under the Constitution, been increased to \$1.06 on each one hundred dollars of assessed value of taxable property (10.6 mills on each dollar).

Section 2. Findings. The Council has ascertained and does hereby find and declare as follows:

- (a) The City is presently authorized to levy and collect the Special School Tax at a rate of \$1.06 on each one hundred dollars (10.6 mills on each dollar) of assessed value pursuant to Amendment No. 56 to the Constitution and proceedings heretofore taken under the Constitution.
- (b) The Board has requested that the City increase the rate at which the Special School Tax is levied and the Board and the Council have agreed that the said increase should be to a maximum rate, for any tax year of the City, which is equal to \$2.06 on each one hundred dollars (20.6 mills on each dollar) of assessed value.
- (c) Pursuant to a notice posted in four public places (viz., the Mountain Brook City Hall, Cahaba River Walk, Overton Park, and Gilchrist) in the City, the Council called a public hearing to be held at 7:00 p.m. on Monday, February 11, 2019, on the proposed increase in the rate at which the Special School Tax is levied.
- (d) At the said special public hearing held on February 11, 2019, all members of the public were afforded the opportunity to express their views, orally and in writing, on the proposed increase in the Special School Tax.
- (e) It is necessary and desirable and in the public interest that the Council, acting pursuant to the request of the Board and of its own initiative, propose an increase in the rate at which the Special School Tax is levied in accordance with Section 3 of this Resolution, subject to the conditions set forth in Section 4 of this Resolution.

Section 3. Proposed Increase in Rate of Special School Tax. Pursuant to subsection (f) of Amendment No. 373 and after the said public hearing, the Council proposes to increase the rate at which the City is authorized to levy and collect the Special School Tax to a maximum rate for any tax year of the City, which is equal to \$2.06 on each one hundred dollars (20.6 mills on each dollar) of assessed value.

Section 4. Proposed Increase Subject to Approval of Legislature and Electorate. The proposed increase in the rate at which the Special School Tax may be levied and collected pursuant to this Resolution is subject to (a) the approval of the Legislature to be evidenced by an act thereof, and (b) the approval of a majority of the qualified electors of the City who vote on the proposed increase at a special election called and held for such purpose pursuant to the provisions of subsection (f) of Amendment No. 373.



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION



Confirmation Number: 20190201131130862
Type License: 040 - RETAIL BEER (ON OR OFF PREMISES)
Trade Name: HAMPTON INN BIRMINGHAM MOUNTAIN BROOK

Book, Page, or Document info: SR 20172166284

Date Incorporated: 09/11/2014 State incorporated: DE

Date of Authority: 04/05/2017 Alabama State Sales Tax ID: R009044849

Federal Tax ID: 47-2027139

Table with 4 columns: Name, Title, Date and Place of Birth, Residence Address. Lists Edward Tai Hodgson, Jonathan Philip Michigan, and Paul Christoppher Hughes.

Has applicant complied with financial responsibility ABC RR 20-X-5-149 YES
Does ABC have any actions pending against the current licensee? NO
Does applicant own or control, directly or indirectly, hold title against any real or personal property...

Contact Person: JON ARCHER
Home Phone: 251-626-7704
Cell Phone: 251-626-7704
E-mail: JARCHER@JBPLAW.COM

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

2019-016



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION



If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: ABC HOSPITALITY PORTFOLIO I BHOJ OWNER, LLC
What is lessor primary business? PROPERTY OWNER

Does the premise have a fully equipped kitchen? YES
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 9999 Display Square Footage:
Building seating capacity: 16 Does Licensed premises include a patio area? NO

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)?

Table with 4 columns: Name, Violation & Date, Arresting Agency, Disposition. Empty table.

APPENDIX 1

Receipt Confirmation Page

Receipt Confirmation Number: 20190201131130862
Application Payment Confirmation Number: 40745558

Payment Summary table showing Application Fee for License 040 and License 060, and License Payment Confirmation Number table with fees for 040, 060, and Total Amount to be Charged.

Application Type

Application Type APPLICATION

Applicant Information

License Type 1: 040 - RETAIL BEER (ON OR OFF PREMISES)
License Type 2: 060 - RETAIL TABLE WINE (ON OR OFF PREMISES)
License County: JEFFERSON
Business Type: LLC
Trade Name: HAMPTON INN BIRMINGHAM MOUNTAIN BROOK



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION



Initial each 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

Applicant Name (print) Jon C Archer II
Signature of Applicant [Signature]
Notary Name (print) Shauna B Mosley
Notary Signature [Signature]

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

SHARON B. MOSLEY
My Commission Expires
May 26, 2020

2019-017

SB384

1 SB384
 2 189438-4
 3 By Senator Coleman-Madison (N & P)
 4 RFD: Local Legislation, Jefferson County
 5 First Read: 13-MAR-18

1 SB384

2
3
4 With Notice and Proof

5
6 ENROLLED, An Act,
 7 Relating to the City of Birmingham in Jefferson
 8 County; to authorize the Birmingham City Council to authorize
 9 the sale of alcoholic beverages within the corporate limits of
 10 the city for on-premises consumption on Sunday commencing at
 11 10:00 a.m.

12 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

13 Section 1. This act shall only apply to the City of
 14 Birmingham in Jefferson County.

15 Section 2. In addition to any other authority for
 16 the sale of alcoholic beverages on Sunday, the Birmingham City
 17 Council may authorize the sale of alcoholic beverages for
 18 on-premises consumption on Sunday commencing at 10:00 a.m.

19 Section 3. The provisions of this act are
 20 supplemental and shall not be construed to repeal any other
 21 law except to the extent of any direct conflict with this act.

22 Section 4. This act shall become effective
 23 immediately following its passage and approval by the
 24 Governor, or its otherwise becoming law.

APPENDIX 2

SB384

1
2
3
4 _____
 President and Presiding Officer of the Senate

5
6 _____
 Speaker of the House of Representatives

7 SB384
 8 Senate 20-MAR-18
 9 I hereby certify that the within Act originated in and passed
 10 the Senate.

11 Patrick Harris,
 12 Secretary.
 13
 14

15
 16 _____
 17 House of Representatives
 18 Passed: 22-MAR-18
 19

20 By: Senator Coleman-Madison
21

Lighting Services NESCA Lease Agreement (Governmental-S)



Customer Legal Name: City of Mountain Brook DBA: N/A
Service Address: 0 STREETLIGHTS, UNREG NESCA LIGHTS BIRMINGHAM AL 35213
Mailing Address: P.O. Box 130009, Birmingham, AL 35213
Email: Gaston@mtnbrook.org
Tel: 205-802-3803
Fax: XXXXXX-3229

Table with columns: Qty, Wattage, Type, Description, OH/UG, M/UM, Equipment Amount (\$), Estimated Regulated Charge (\$), Estimated Monthly Charge (\$)

Project Notes: Install LED street light at 331 Cherry St on existing pole
Initial Term: 36 months
Prepaid Amount: \$ 0.00

* The Regulated Charge is subject to change at any time as dictated by the Alabama Public Service Commission. The amount shown is an estimate based on the Unregulated Outdoor Lighting (OOL) rate in effect at time of Agreement; actual charges may vary.

Customer agrees to lease the Equipment referenced above from Alabama Power Company on the attached terms and conditions and authorizes all actions noted above.

Customer Authorized Signature: Stewart Welch III, Mayor
Date: 2/1/2019
Alabama Power Company Signature: [Blank]
Date: [Blank]

APC Internal Use Only - APC Reference Number (if applicable):

TERMS AND CONDITIONS (NESCA Governmental-S)

- 1. Lighting Equipment Lease. This Lease Agreement ("Agreement") states the agreed terms and conditions upon which Alabama Power Company ("APC") will lease to Customer...
2. Install and Title. This Agreement is not a sale of the Equipment to Customer...
3. Term. The initial Agreement term is stated on Page 1, calculated from the date of the first monthly bill...
4. Payment. APC will invoice Customer per the terms stated on Page 1...
5. Premises Access. Customer grants a license and right of access to APC and its contractors and representatives...
6. Installation. Customer represents that (i) the Premises final grade will vary no more than 6 inches from the grade existing at the time of installation...
7. Equipment Protection and Damage. After installation and throughout this Agreement's term, in the event of any work or digging near the Equipment...
8. Verification of Equipment Installed. Each party will appoint representative(s) ("Representative") to verify the completion of the installation...
9. Maintenance. During this Agreement's term, APC will maintain the Equipment and will bear the cost of routine repair or replacement...
10. Disclaimer, Damages. APC makes no equipment, warranty, or representation of any kind...
11. Indemnity. To the fullest extent allowed by law, Customer agrees to indemnify, release, hold harmless, and, at APC's request, defend APC and its affiliates...
12. Default. Customer is in default if Customer does not pay the entire amount owed within 45 days of billing...
13. Miscellaneous. This Agreement contains the parties' entire agreement relating to the Equipment and replaces any prior agreement, written or oral.

APPENDIX 3



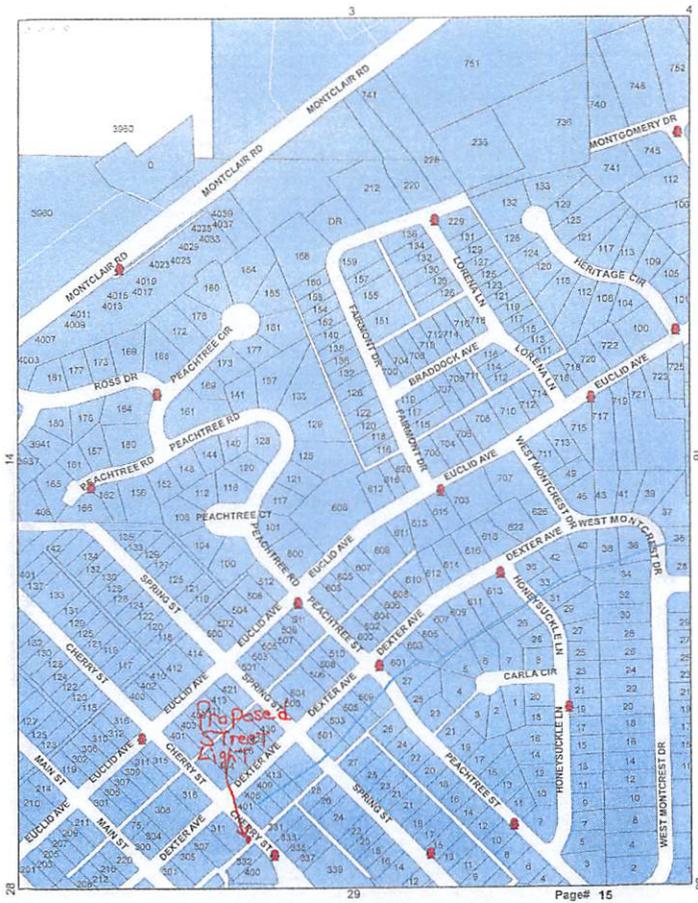
SAM S. GASTON, CITY MANAGER

February 1, 2019

Dear Resident,
The City of Mountain Brook has received a request for a street light across from 331 Cherry Street. An LED street light will be mounted on an existing utility pole at this location if approved by the City Council. (See attached map)

The City Council will consider this request at its February 11th meeting which will begin at 7:00pm. You are invited to attend this meeting to share your comments on this street light request. If you cannot attend, but would like to offer comments, please contact me at 802-3803 or gastons@mtnbrook.org.

Sincerely, Sam Gaston, City Manager



CONTRACTOR AGREEMENT

Net Connection, LLC ("Contractor") enters this Contractor Agreement ("Agreement") with the City of Mountain Brook, Alabama, a municipal corporation ("City"), effective as of the date last executed by a party below (the "Effective Date"). Contractor and City may be individually referenced herein as "Party" or collectively as "Parties."

1. Project. Unless otherwise stated on the attached Exhibit A - Specifications (which is incorporated by reference), Contractor, at its expense, will furnish all the labor, materials, supplies, supervision, and equipment needed to perform the work, services and operations (collectively, the "Work") on the understated project (the "Project")

Project: Install Bullpen/Batting Cage Combo by the Softball Field

Site of Project: Mountain Brook High School Athletic Complex
3650 Bethune Drive
Mountain Brook, AL 35223

2. Scope of Work. See Exhibit A (which includes the City Scope of Work and February 6, 2019 Contractor Proposal, hereinafter the "Contractor Proposal") that is attached and incorporated herein.

3. Undertaking of Parties. Contractor agrees to perform the Work in accordance with the terms, conditions and specification in this Agreement and on Exhibit A. City agrees to compensate Contractor and perform its other responsibilities set forth in the Contract Documents.

4. Term/Termination. The term of this Agreement shall commence on the Effective Date and thereafter continue in effect for six (6) months (the "Term"). The period in which Contractor will complete the Project is set forth on Exhibit A.

Notwithstanding the provision immediately above or any other language herein, City may terminate this Agreement before the expiration of its Term at the time designated in a written notice to Contractor if each of the following have occurred: (a) Contractor has defaulted on a material obligation to the City hereunder (a "Default"); and (b) following the City's provision of written notice of Default to Contractor, the Contractor fails to correct or remedy that Default within fifteen (15) days after receipt of that notice. The failure of the Contractor to timely perform the Work shall be considered an event of Default. This remedy is in addition to any other provided in the Agreement or available to City under law or in equity.

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(c) that before commencing the Work, at its own expense, the Contractor will obtain all licenses, permits or other governmental authorizations needed to complete the Project, including without limitation, a business license and building permit issued by the City (collectively, "Licensing"). Contractor further agrees to maintain that Licensing throughout the performance of the Project;

(d) that it has inspected the Site and any other locations at which it will perform the Work, and, based on that inspection and its expertise, that it has determined that each of those locations is reasonably suitable for Contractor to complete the Work;

(e) that the Contractor shall be responsible to remove and properly dispose of any debris related to its completion of the Project, and that it will leave each location where the Work is performed in reasonably clean condition;

(f) that the Work will be free of any material defects in workmanship and materials for a period of one (1) year that shall commence on the date of acceptance of the Project; and

(g) that all actions required to be taken by or on behalf of the Contractor to enter or execute this Agreement, and to perform its obligations and agreements hereunder, have been duly taken, and the person signing below on behalf of Contractor is authorized to execute this Agreement.

7. Insurance/Safety/Indemnification.

(a) Insurance. For the duration of this Agreement and for limits not less than stated below, Contractor, at its sole expense, shall maintain the following insurance with a company(ies) lawfully authorized to do business in Alabama and reasonably acceptable to City:

(i) Comprehensive General Liability: Seven Hundred Fifty Thousand Dollars (\$750,000.00), combined single limit and aggregate for bodily injury and property damage. This Comprehensive General Liability policy shall include coverage for premises/operations, products/completed operations, assumed contractual obligations, independent contractors, and broad form property damage;

(ii) Automobile Liability: Automobile Liability covering owned and rented vehicles operated with policy limits of not less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) combined single limit and aggregate for bodily injury and property damage;

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After the termination or expiration of the Term, the following obligations of Contractor herein shall survive for the below stated periods:

- Section 6(f) (Warranty on workmanship and materials) for one year following Project acceptance;
- Warranties in Section 6 other than Section 6(f) for one year; and
- Section 7(c) (Indemnification) for two (2) years.

5. Contract Price/Invoice/Certification. Unless otherwise stated in the Special Conditions on Exhibit A or agreed in a writing signed by the parties, City will pay Contractor the lump sum amount of Forty-seven thousand three hundred dollars (\$47,300.00) as compensation for performing the Work (the "Contract Price"). Unless agreed in a writing signed by duly authorized representatives of both parties, the total amount payable to the Contractor for the Work shall not exceed the Contract Price (and agreed sum(s) payable for any Additional Operations contemplated on Exhibit A). In no event will the total amount paid to Contractor for its Work (including the Contract Price or any amount paid for Additional Operations) exceed \$50,000.00.

The City will pay the Contract Price on this Project on the following schedule:

- (a) Fifteen percent (15%) of the Contract Price within five days after execution of Agreement; and
(b) The balance of the Contract Price after the following certification of completion of Work.

Within ten (10) days following the successful completion of the Project, Contractor will submit to City Project Representative an invoice for the Contract Price (as adjusted by any mutually agreed change orders signed by both parties). With such invoice Contractor shall submit records reasonably supporting its payment. Within five (5) days following receipt of that invoice, City Project Representative will review same, consult with Contractor and make any mutually agreed modifications to it, certify that the invoice is due to be paid, and forward that certified invoice to the City Clerk. The City Clerk will remit to the Contractor the amount certified for payment within twenty (20) days after it receives that certification.

6. Warranties of Contractor. The Contractor warrants each of the following with respect to its Work:

- (a) that it expeditiously will perform its Work in a good and workmanlike manner that is consistent with level of skill and care that would be provided by other contractors performing operations under the same or similar conditions, and in accordance with the Project schedule;
(b) that it, and all of its employees or any subcontractors (if authorized), will complete the Work in compliance with all codes, laws and regulations that are applicable to the Project;

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(iii) Workers Compensation as required by statute and Employer's Liability with limits of Five Hundred Thousand Dollars (\$500,000) per occurrence.

The Contractor may satisfy its insurance obligations hereunder through a combination of primary, umbrella and excess policies. Before the execution of this Agreement, the Contractor shall provide City a certificate(s) of insurance evidencing compliance with the requirements in this section. The certificate shall name City as an additional insured on the Comprehensive General Liability, Automobile Liability, and any applicable umbrella and excess policies.

The City will not furnish any type, form, coverage or amount of insurance in connection with the Project.

(b). Safety. Contractor agrees that it (a) has the sole responsibility to identify any condition or hazard at the Site or other locations on City property that will prevent it from safely performing the Work, and (b) is exclusively responsible for performing the Work in a safe manner that does not put at risk the safety of persons or endanger property. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) its employees and all other persons who may be affected by the Work; (ii) all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the Site, or under the care, custody or control of the Contractor or any of its representatives; and (iii) other property at the Work Site or adjacent thereto.

(c). Indemnification. Contractor agrees to defend, indemnify, and hold harmless City and its agents, employees and officials (hereinafter collectively, the "Indemnitees") from and against all demands, actions, liabilities, expenses (including reasonable attorney's fees) or claims for damages by any third parties (including any employee, subcontractor or representative of the Contractor, hereinafter a "Contractor Representative") that arise out of, relate to or are caused by any negligent act, omission or conduct by Contractor or any Contractor Representative in performing or failing to perform the Work or its (or their) responsibilities under this Agreement; provided that nothing herein shall obligate the Contractor to indemnify any of the Indemnitees for any claims resulting from the negligent conduct or the willful misconduct of the Indemnitees.

The City will not indemnify Contractor (or any of its representatives or authorized subcontractors) for any claims that relate to or arise out of the Project.

(d). Limitation of Liability. In no event may Contractor recover from the City any special, incidental, consequential or any other indirect damages whatsoever of any description (including, without limitation, damages for lost profits, lost advantage, lost opportunity, loss of savings or revenues or for increased cost of operations) or amount arising from the City's breach of its obligations hereunder.

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APPENDIX 4

8. Project Representative. Each Party shall appoint and indicate on Exhibit A its representative who shall coordinate with the other Party on all matters related to the performance of the Work and the administration of this Agreement (the "Project Representative"). Any notice required hereunder shall be sufficiently given when sent to the appropriate Project Representative via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or by personally delivering such notice to the party to be in receipt thereof.

9. Miscellaneous Provisions.

a. This Agreement which is comprised of this instrument, the City Scope of Work and the February 6, 2019 Contractor Proposal (collectively, the "Contract Documents") sets forth the entire understanding between the Parties concerning the matters herein, and all oral representations, prior negotiations, understandings, agreements, conditions, and terms discussed between them prior to acceptance and signing of this Agreement are deemed to have merged herein. In the event of any conflict or inconsistency between provisions in the various Contract Documents, the provision(s) in the document in the order below shall control and take precedence: (1) this Agreement; (2) the City Scope of Work; and (3) the Contractor Proposal.

b. This Agreement may be executed in counterparts each of which when executed by the Parties shall be deemed to be a complete original. An electronic or facsimile copy of the executed contract or counterpart shall be deemed, and shall have the same legal force and effect as, an original document.

c. Any forbearance or delay on the part of City in enforcing any of its rights under this Agreement shall not be construed as a waiver of such rights. No terms of this Agreement shall be waived unless expressly waived in writing.

d. Contractor may not assign its rights, obligations or the benefits of this Agreement to any third party without the written consent of City, which consent may be withheld for any reason.

e. This Agreement is made only for the benefit of the Parties. It is not intended, nor shall it be construed, to grant or bestow any benefit, right or privilege to any third party.

f. Contractor is an independent contractor of City. This Agreement does not create any partnership, joint venture or principal-agent relationship between the Parties. Further, City retains no control or authority with respect to its means and methods in which Contractor (or any of its employees or representatives) performs the Work.

h. Immigration Law Compliance. Contractor represents and warrants to the City that: (i) it does not knowingly employ, hire for employment, or continue to employ, in Alabama, an "unauthorized alien," as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, et seq., Code of Alabama 1975, as

amended (the "Act"); (ii) it will enroll in the E-Verify program prior to performing any work on the Project in Alabama and shall provide documentation establishing that it is enrolled in the E-Verify program. During the performance of this Agreement, the Contractor shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations; (iii) it will comply with all applicable provisions of the Act with respect to subcontractors, if any, that it engages on the Project by entering into an agreement with or by obtaining an affidavit from such subcontractors providing work on the Project in Alabama that such subcontractors are in compliance with the Act with respect to their participation in the E-verify program. Contractor further represents and warrants that it shall not hire, retain or contract with any subcontractor to work on the Project in Alabama which it knows is not in compliance with the Act; and (iv) by signing this Agreement, it affirms, for the duration of the Agreement, that it 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, if Contractor is found to be in violation of this provision, it shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

i. Amendment. Neither this Agreement nor any of the provisions herein (including, without limitation, those concerning the Scope, Project Schedule and Contract Price) may be amended or modified except in accordance with the terms of a written instrument (or change order) signed by both Parties.

j. Delayed Performance/Force Majeure Events. Neither Party shall be liable to the other for any failure to perform its respective obligations (including payment obligations) under this Agreement during any period in which its performance is delayed by circumstances beyond its reasonable control, such as fire, flood, war, embargo, strike, riot, or the intervention of any governmental authority (a "Force Majeure Event"). However, the delayed Party must promptly provide the other with written notice of the Force Majeure Event, the delayed Party's time for performance will be excused only for the duration of that Event, and, if that Event lasts longer than 30 days, then the other Party may immediately terminate, in whole or in part, this Agreement by giving written notice to the delayed Party.

k. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Alabama.

(Signature Page Follows)

APPENDIX 4

Whereas, the undersigned, duly authorized representatives of the Parties execute this Agreement on behalf of their respective organization on the date(s) shown below.

CITY OF MOUNTAIN BROOK, ALABAMA
By: 
Its: Mayor
Date: 2/11/2019

NET CONNECTION, LLC.
By: _____
Its: _____
Date: _____

EXHIBIT A - SPECIFICATIONS

1. Scope of Work

See attached City Scope of Work and February 6, 2019 Contractor Proposal.

If Contractor desires (or is required) to perform services on the Project that fall outside the Scope ("Additional Operations"), the Contractor shall advise the City Project Representative of the scope of those Additional Operations before undertaking those services, the parties shall reach agreement on the expense of any Additional Operations and the City Project Representative shall approve any such Additional Operations before the Contractor performs same. No compensation for Additional Operations will be paid unless those Operations are approved in advance.

2. Project Schedule. Weather permitting, Contractor expects to complete the Work within an approximate 8 week period after execution of the Agreement and the City provides it a Notice to Proceed.

3. Project Representatives

City Project Representative: Shanda Williams 3698 Bethune Drive Birmingham, AL 35223 Email: williamsstb@mmbrook.org Day Tel #: 205-802-3879	Contractor Project Representative: Ken Burnham 7355 Gadsden Hwy Trussville, AL 35173 Email: kburnham@netconnection.com Day Tel #: 205-365-5828
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4. Special Conditions

Net Connection

SPORT AND GOLF NETTING

Project Proposal Rev2

February 6, 2019

Customer: City of Mountain Brook - Shanda Williams
Location: Mountain Brook High School Softball Fields

PROJECT SCOPE : Batting Cage/ Pitching Lane

Provide all labor and equipment required to install a 25' x 57' concrete batting cage/bulpen on the 1st base side of the softball field. A Double cage frame will be installed with the option for two (2) separate lanes of hitting/pitching. (Area B)
Installation includes a two year warranty.

Install ONLY the following

- 6 post dbl frame batting cages, 4" x 6" x .20" tubing steel poles with a Carbolite Black weather resistant finish. Finish will be one coat of a non corrosive primer and two coats of a weather resistant finish designed for outdoor use, see specs.
- 2 - 12 x 12 x .55, #36 HDPE batting cages.
- 6" x 8" welded wire mesh concrete reinforcement.
- 3000 PSI concrete on all slabs and sidewalks.
- 400 LF of extra high strength galvanized steel support cable.
- 150, cadmium steel attachment snaps.
- 1-Hollywood homeplate and pitching rubber. (Regulation Bulpen)
- Aprox 1440 sq ft of Sporturf SP 177 synthetic turf.
- All supporting bolts, washers, clamps, and other hardware which all conform to the specifications of one or more of the following: ANSI, ASTM, IEEE, NEMA
- All labor, equipment, and shipping charges included.

Scope Cost

PROJECT SCOPE : Concrete Work- All Material and labor

Provide all labor, equipment, and materials required to add sidewalk to existing concrete sidewalk to join Area B and dump soils in designated area onsite. Area B will be graded, formed, placed, and finish a 4" thick concrete by approximately 57' x 25' area.

Scope Cost

TOTAL BID \$ 47,300.00

2511 Eisenhower Forest, Suite A
 Birmingham, AL 35210

1081 Fox 317 #12 9111
 Fox 305-838 3181

Exclusions and Clarifications:

- Any responsibility for damage to turf, driveways, parking lots, irrigation systems, and drainage systems, caused by equipment required to perform our work.
- Any costs for permitting, expediting, licensing, etc. will be passed along to the owner
- Signed and stamped engineering fees **NOT** are included in the cost of the bid.
- Poles and foundations are not designed to allow for future height increases.
- Any costs due to delays in our work caused by site conditions or work by other contractors will be passed along to the owner plus 10%.
- Any responsibility for ball containment, height and placement of netting is solely the customer's decision.
- Customer to identify any private underground utilities, irrigation, drains, etc.
- Scope cost includes one mobilizations. Additional mobilizations will result in additional charges.
- Any additional expenses as a result of unknown circumstances will be passed along to the owner.
- All tax considerations are not included in the Scope Cost.

Digging Clause: Any and all additional expenses as a result of rock drilling, boring, blasting, or permanent casings will result in additional charges.

Terms: Contractual terms or official PO from City.

A 1-1/4 % penalty applied for all balances beyond 30 days. 18% per annum.

Prices quoted in effect for 30 days

2637 Eisenhower Road, Suite A
 Birmingham, AL 35210

Full Price 877 678 0971
 Fax 205 838 2160

APPENDIX 4

Project: Bull Pen/ Batting Cage At Mountain Brook Athletic Complex
Date issued: February 1, 2019
Date due: February 6, 2019

Proposal

To: Shanda Williams, Mountain Brook Parks and Recreation
 williams@mtbrook.org

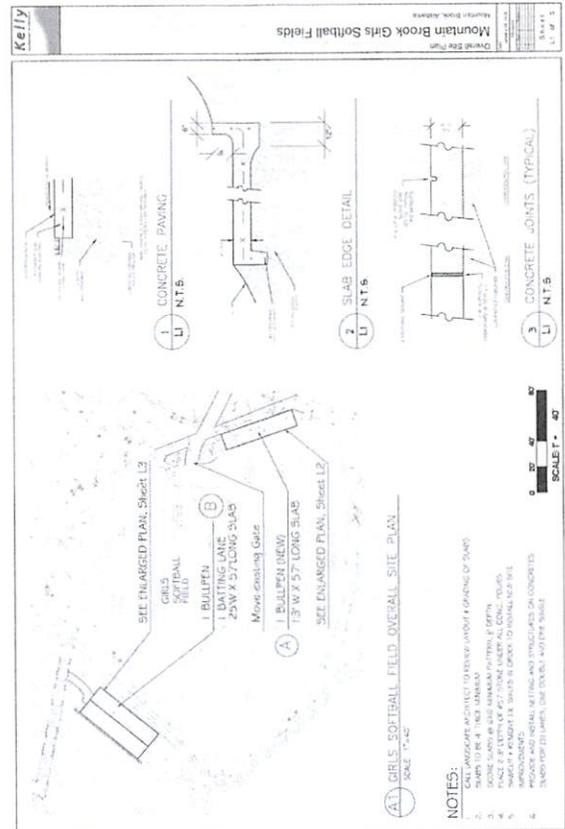
The undersigned hereby propose(s) to furnish all material, labor and appliances, and do all the work to complete the contract for certain in a workmanlike manner and in accordance with the plans, specifications, and regulations set forth by the City of Mountain Brook.

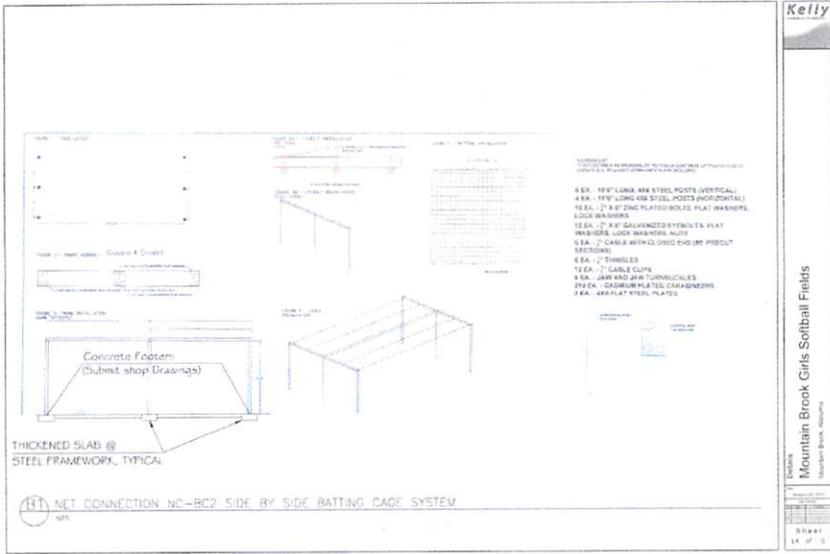
ITEM	UNIT PRICE	TOTAL
<i>Per Plans L1, L3-L5, dated 1/9/2019</i>		
Grading and # 57 stone, 2" min/ 7" max depth at slab location		
Bull Pen 'B' slab(25'w. x 57' L.) & Netting w/ equipment*		
• w/ turn down & turned up edge		
• New concrete sidewalk to connect to existing		
• Synthetic turf with pitchers rubber and home plate		
Total:		\$ 47,300.00

* Netting Frame and netting by manuf. "Net Connection" or An approved equal of at least 4 inch diameter

Extra work in connection with same to be estimated by the Landscape Architect. (L #2) further agree that the City shall have the right to reject any and all quotes submitted on the above work.

CONTRACTOR NET CONNECTION, LLC
 ADDRESS 7355 Gadsden Hwy Trussville, AL 35173
 BY (Signature) [Signature]
 TITLE Sales/Estimator
 DATE 2-6-19

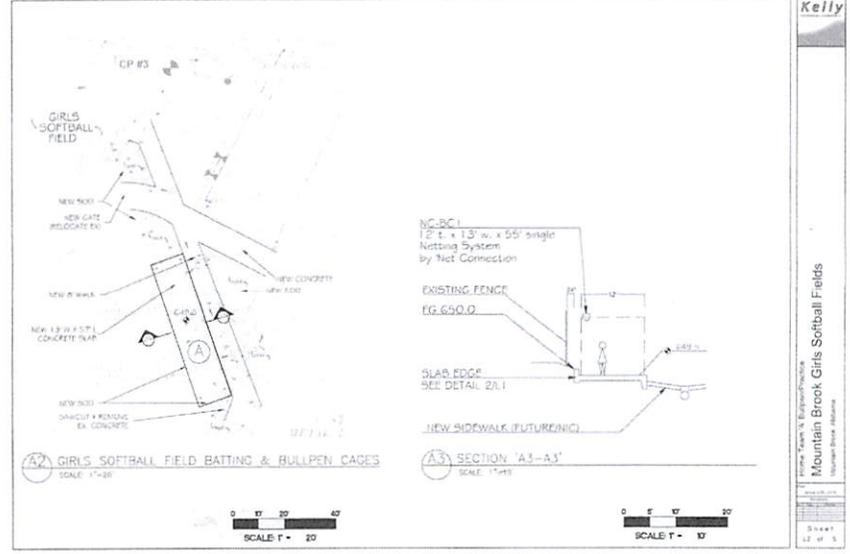




Kelly

Mountain Brook Girls Softball Fields

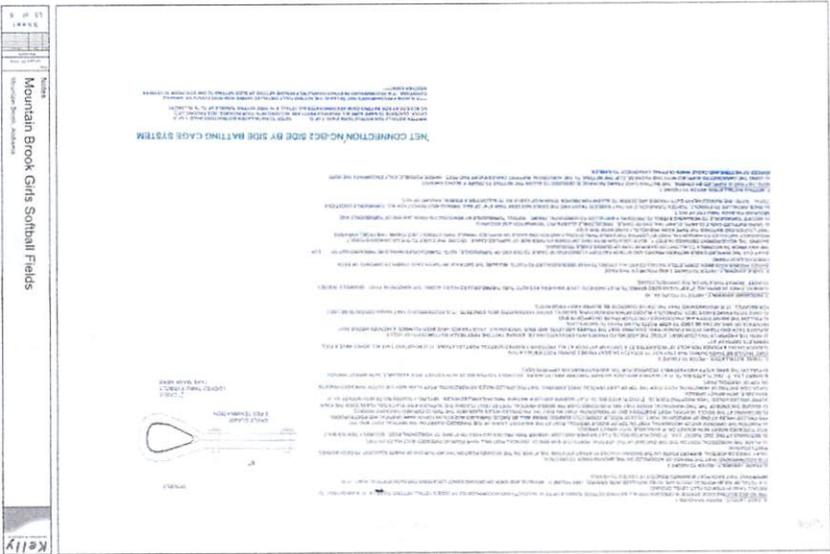
Sheet 13 of 5



Kelly

Mountain Brook Girls Softball Fields

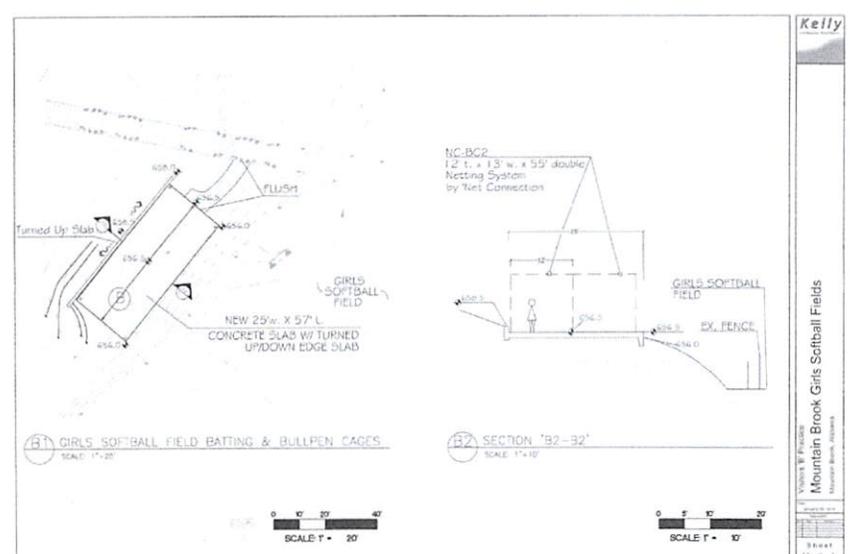
Sheet 12 of 5



Kelly

Mountain Brook Girls Softball Fields

Sheet 14 of 5



Kelly

Mountain Brook Girls Softball Fields

Sheet 13 of 5

APPENDIX 4

**Request for Quotes to Construct Bull Pen/Batting Cage
By the Softball Field at Mountain Brook High School
February 1, 2019**

The City of Mountain Brook is requesting quotes to construct a bullpen/batting cage unit by the Softball Field at our Athletic Complex located by Mountain Brook High School, 3650 Bethune Drive, Mountain Brook, AL 35223.

Detailed plans for the bullpen and batting cage are included as separate documents with this request.

Please send in your quote by 10am on Wednesday, February 6, 2019.

Project Details

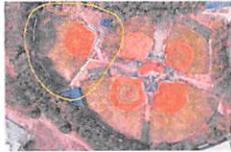
- 1 Construct ONLY the double lane unit (B) on a terraced area behind the first base dugout.
- 2 The frames and netting should be the NC-BC2 system from Net Connections OR an approved equal that has at least 4" diameter posts.
- 3 #57 Stone can be added at a minimum of 2 inches and up to 7 inches in lieu of excavating rock.
- 4 There is not a scheduled site meeting, but one can be arranged if needed.
- 5 A quote sheet is provided. Quotes are due by Wednesday, February 6, 2019 at 10:00 am. Please email them to Shanda Williams at the contact below.

Requirements:

- All work must be in compliance with current city and state codes.
- The chosen company will be required to have a Mountain Brook Business License.
- A work permit will need to be pulled, but no fees will be charged since it is a City project.
- A sample of our contract that explains other requirements such as insurance, E-verify, and contract limits is also included with this request.

Project Contact: [City of Mountain Brook Parks and Rec](mailto:williamssh@mtnbrook.org)
Shanda Williams
205-802-3879
williamssh@mtnbrook.org

Site Map:



TITLE _____
DATE _____

Project: Bull Pen/ Batting Cage At Mountain Brook Athletic Complex
Date issued: February 1, 2019
Date due: February 6, 2019

Proposal

To: Shanda Williams, Mountain Brook Parks and Recreation
williamssh@mtnbrook.org

The undersigned hereby propose(s) to furnish all material, labor and appliances, and do all the work to complete the contract for certain in a workmanlike manner and in accordance with the plans, specifications, and regulations set forth by the City of Mountain Brook.

ITEM	UNIT PRICE	TOTAL
<i>Per Plans L1, L3-L5, dated 1/9/2019</i>		
Grading and # 57 stone, 2" min/ 7" max depth at slab location		
Bull Pen 'B' slab(25'w. x 57' L) & Netting w/ equipment*		
• w/ turn down & turned up edge		
• New concrete sidewalk to connect to existing		
• Synthetic turf with pitchers rubber and home plate		
Total:		
* Netting Frame and netting by manuf. 'Net Connection' or An approved equal of at least 4 inch diameter		

Extra work in connection with same to be estimated by the Landscape Architect. (I, We) further agree that the City shall have the right to reject any and all quotes submitted on the above work.

CONTRACTOR _____
ADDRESS _____
BY (Signature) _____

APPENDIX 4



3240 Mike Oulfin Drive
Eagan, MN 55121
651-832-9933 Toll free
651-833-8740 Fax

Quotation

Date	Estimate #
2/1/2019	16000

Bill To
Mountain Brook Police Dept.
Sgt Drew Evans
101 Tibbett Street
Birmingham, AL 35213
EMAIL INVOICES:evansdr@mtbrook.org

Ship To
Mountain Brook Police Dept.
Sgt Drew Evans
101 Tibbett Street
Birmingham, AL 35213

Terms	Est. Delivery from art approval	Rep	Project Name	
Net 30	1 week	Carl	Vehicle Graphics	
Qty	Description	Price	Total	
1	ULT-2123 Modified Reflective Graphic Kit (Parking Control Version) for a 2018 AJ WHITE Ford Fiesta Sedan (Unit # 71) No Badges. ***PARKING CONTROL lettering also in Black and placed above Mountain Brook lettering	431.00	431.00	
1	***MOUNTAIN BROOK lettering to be BLACK for an all White Vehicle. (01) Gold White Reflective Dumper Stripes	34.00	34.00	
	Estimated Shipping/Handling	22.00	22.00	

This estimate is based on plans and specifications provided at the time the estimate was given. Changes requested by the customer may cause a change in the quoted price. Freight will be added to the invoice unless other arrangements are made. This quote is valid for 30 days.

Authorization Signature and Date

X _____

Subtotal	\$487.00
Sales Tax (0.00)	\$0.00
Total	\$487.00

APPENDIX 5

2019-022

February 6, 2019

SKIPPER Consulting, Inc.

3644 Vann Road, Suite 100
Birmingham, Alabama 35225
Phone (205) 655-8855 Fax (205) 655-8825

Memorandum

To: Sam Gaston
Ronnie Vaughn
Ted Cook
Jason Carmack

From: Richard L. Caudle, P.E.

Date: February 6, 2019

Subject: Euclid Avenue at Dan Watkins Drive/Memory Court

Skipper Consulting has examined the request received by the City of Mountain Brook from Mr. Bart Morrow dated February 4, 2019 regarding the traffic signal indications facing westbound Euclid Avenue approaching Dan Watkins Drive and Memory Court. Apparently, Mr. Morrow has seen several conflicts related to traffic running the red light on Euclid Avenue at Dan Watkins Drive because the drivers are paying more attention to the green signal indications for traffic at the Memory Court intersection.

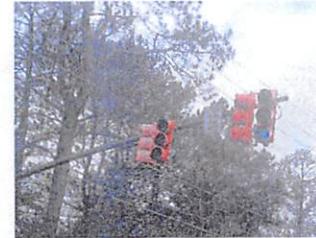
A field review indicated that the signal heads facing westbound Euclid Avenue at Memory Court are indeed visible from east of Dan Watkins Drive, and they are in conflict with the signal indications when Dan Watkins Drive has a green indication. The photograph on the following page shows this conflict.

This situation is necessary so that traffic exiting Dan Watkins Drive has a green indication to proceed westbound through Memory Court onto Country Club Road. Otherwise traffic exiting Dan Watkins Drive would fill the stacking area between Memory Court and Dan Watkins Drive such that the westbound traffic on Euclid Avenue would encounter the end of a queue of cars when they get a green indication at Dan Watkins Drive rather than being able to proceed freely through the Memory Court intersection.



There are potential solutions to the problem. Based on our field review, we recommend that the City take the following steps immediately:

1. Remove the louvers from the signal heads facing Euclid Avenue westbound at Dan Watkins Drive.
2. Adjust the aim of the signal heads, particularly the rightmost head, facing Euclid Avenue westbound at Dan Watkins Drive. They appear to have shifted from their original aiming.



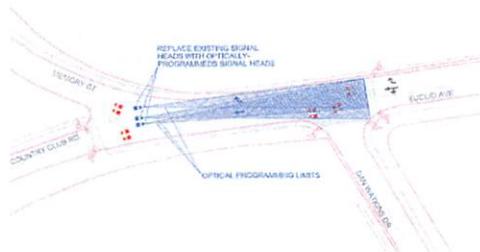
• Page 2

APPENDIX 6

February 6, 2019

Furthermore, we recommend the following that the City take the following actions in the near future:

1. Replace three existing traffic signal heads facing Euclid Avenue westbound at Memory Court with optically programmed signal heads. Two of the signal heads are three section heads. One signal head is a single section green arrow head. A picture of these signal heads is shown below. The recommended optical programming range is shown in the Figure below.



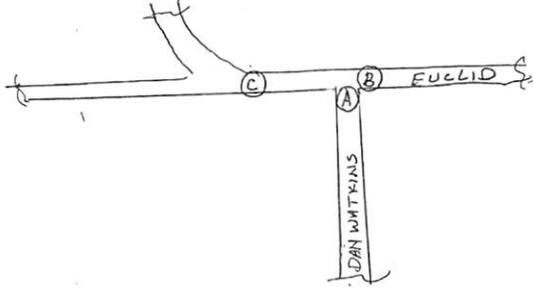
• Page 3

February 6, 2019

The cost estimate for the three new traffic signal heads, including labor and installation, would be approximately \$5,650. The signal heads would take approximately 4-6 weeks to procure once ordered, and could be installed by a traffic signal contractor in less than four hours. The City would need to provide police officer support during construction.

• Page 4

It happened again yesterday. That was at least the fourth time I have experienced a near-wreck at the intersection of Dan Watkins and Euclid. See the sketch below with an explanation of what happens at that intersection.



1. Cars are waiting for a green light at A on Dan Watkins.
2. When the light at A turns green, the light at B turns red, and the one at C turns green.
3. Frequently, the drivers coming from the right on Euclid do not see the red light at B, but concentrate on the green light at C. Yesterday the car turning left from Dan Watkins to Euclid saw the car blow past the red light and was able to stop before being hit.

I don't know the best fix, but here are two suggestions: add a strobe to the red light at B (like on 280 at the 459 intersection), and add a sign on the right side of Euclid that says "Stop Here on Red".

Bart Morrow
10 Norman Drive
870-8784
2-4-19

Programmable Traffic Signal



Cabinets
Controllers
Signals
Signs
Software
Specialty

Overview

McCain's Programmable Traffic Signals are rugged, high performance, directional traffic signals used to limit signal visibility to specific target areas and increase intersection safety. These 12-inch traffic signals feature a focused and directional beam for precise lane control or to avoid motorist confusion when two intersections are in close proximity. McCain, an industry leader in signal manufacturing and supply, offers an extensive range of configurations and accessories, including backplates, visors, and signal assemblies to match all your traffic signal requirements.

Benefits

- Provide superior visibility
- Help reduce accidents and improve traffic flow
- Configure to meet your needs and specifications
- Stand the test of time with weather-tight doors and corrosion-resistant aluminum fabrication
- Available with a full range of accessories including backplates, visors, and mounting hardware

Product Description

The McCain aluminum Programmable Traffic Signals are modular in design allowing them to be assembled in a variety of configurations. Signals are compatible with 115 VAC, three-prong, incandescent bulbs, and LED assemblies.

Programming is accomplished through the use of a Fresnel lens and a smaller clear lens. Masked-off portions of the smaller lens control which signal faces each lane sees during approach.

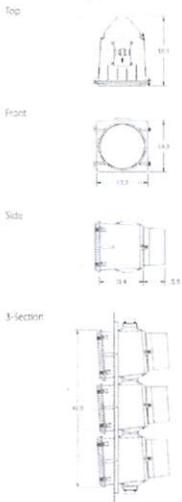
Signal sections can be tilted in two-degree increments for a maximum of ten degrees above and below the horizontal axis while still maintaining a common vertical axis.

The incandescent version of the signal head has an automatic dimming circuit to adjust light output according to environment conditions.



APPENDIX 6

Programmable Traffic Signal



Dimensions rounded to the nearest 0.1"
Vertical dimension of 3-section is approximate
3-section shown as typical configuration with backplate and visor

Standard Features

- Individual modular sections
- Reinforcing ribs on top and bottom of housings for extra rigidity
- Stainless steel door roll pins and eye bolt/wing nut assemblies
- Moisture proof and dust tight neoprene gasket fitted to the gasket channel cast in the door perimeter
- Spoolport, barrier-type terminal block with quick-disconnect terminals on one side of each position and screw clamp terminals on the other side of each position
- 3-prong, PAR-46 lamp secured by a wire ring and a spring load clip
- Acrylic lenses colored to ITE specifications
- Masking kit

General Specifications

Dimensions: 13.3"H x 13.3"W x 18.0"D (1 section)
Material: Housing: Cast aluminum, type 360, reduced corrosion, increased powder coat adhesion
Door Hardware: stainless steel
Finish(es): Powder coated
Color(s): Federal yellow, signal green, black, or custom colors
Access: Front door (I), rear door (II)
Lamp: PAR-46, 115 VAC, 150 W
Environmental: Operating temperature: -17°C to +74°C
Humidity: 0 to 95% (non-condensing)
Shipping Weight: 23 lbs (1-section)

Options

- Visors
- Backplates
- Mounting preset tilt angles
 - 2° - horizontal mount
 - 4° - standard mount, MAT mount
 - 8° - MSS mount
- Various framework and fittings, orientation, and configurations
- Light Source: LED or incandescent

Typical Configurations



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Dialight LED Lamp Modules for Programmable Visibility (PV) Signals P46 Series



FEATURES / BENEFITS

- ▲ Direct retrofit replacement for incandescent lamps used in Programmable Visibility (PV) signals
- ▲ Compatible with McCain and 3M signal heads
- ▲ CalTrans qualified
- ▲ 90% reduction in power vs. incandescent
- ▲ Long life; up to 10 times longer than incandescent
- ▲ Failure of single LED results in loss of light from that LED only
- ▲ Moisture and dust resistant

SPECIFICATIONS

- ▲ Operating Voltage Range: 80VAC to 135VAC (120VAC nominal)
- ▲ Fuse and transient suppressor incorporated for line and load protection
- ▲ Operating Temperature Range: -40°C to +74°C
- ▲ Turn-On/Turn-Off Time = 75 msec max
- ▲ Power factor greater > 0.9
- ▲ Total harmonic distortion < 20%
- ▲ Meets FCC Title 47, Subpart B, Section 15 Regulations for electrical noise
- ▲ Conforms to MIL-STD-810F for blowing rain
- ▲ Written warranty available on request
- ▲ All products traceable by serial number

P46 Series - 120 Volt Programmable Visibility Modules

Part Number	Color	Dominant Wavelength (nm)	Typical Wattage @ 25°C	Minimum Luminous Intensity* (Cd)
P46-3R33-003	Red	622	10	500
P46-3Y33-003	Yellow	590	17	500
P46-3G33-003	Green	505	8	500

*Initial: Measured at peak intensity point

To learn more about McCain's integrated Traffic Solutions, please contact info@mccain-inc.com or call (760) 727-8100



Dialight Corporation
1501 Route 34 South • Flemington, NJ 07727 USA
Tel: (1) 732-919-3119 • Fax: (1) 732-751-5778 • www.dialight.com



2039
See also Ord. No 2017
dated 5/29/2018



Planning Commission Application
PART I

Project Data

Address of Subject Property 132 Queensbury Crescent 35223 Mtn Brook Ak
 Zoning Classification Clustered Residential
 Name of Property Owner(s) Lauren + Trey Malbrough (formerly William Isaac Fenimore + Diane Fenimore)
 Phone Number 205 914 0984 Email LAUREN & BAUM@gmail.com
 Name of Representative Agent (if applicable) _____
 Phone Number _____ Email _____
 Name of Engineer or Surveyor Waygand
 Phone Number _____ Email _____

Property owner or representative agent must be present at hearing.

Plans

See applicable Section of the Zoning Ordinance for submittal requirements pertaining to your particular application. Applicable Code Section may be found in Part II, list of application types. Contact City Planner with any specific questions as to required plans submittal.

P-19-01

Petition Summary

Request to rezone a parcel of land, recently annexed into the city of Mountain Brook, from its current temporary zoning (Residence-C district) to permanent zoning (Clustered Residential district).

Background/Analysis

On May 29, 2018 the city council annexed the subject property into Mountain Brook. Per Ordinance 1347 (attached) temporary zoning of Res-C was automatically assigned for the interim period between annexation and the assignment of permanent zoning to the property.

On January 7, 2019, the planning commission recommended approval of the proposed rezoning request to Clustered Residential.

Given the Clustered Residential zoning of similarly developed, neighboring properties, the most appropriate zoning classification for the subject property is Clustered Residential District (which is a single family district, and for which the subject property meets the minimum zoning requirements).

Subject Property and Surrounding Land Uses

The subject property contains a single family dwelling and is surrounded by the same.

Affected Regulation

Article IX, Clustered Residential District

Appends

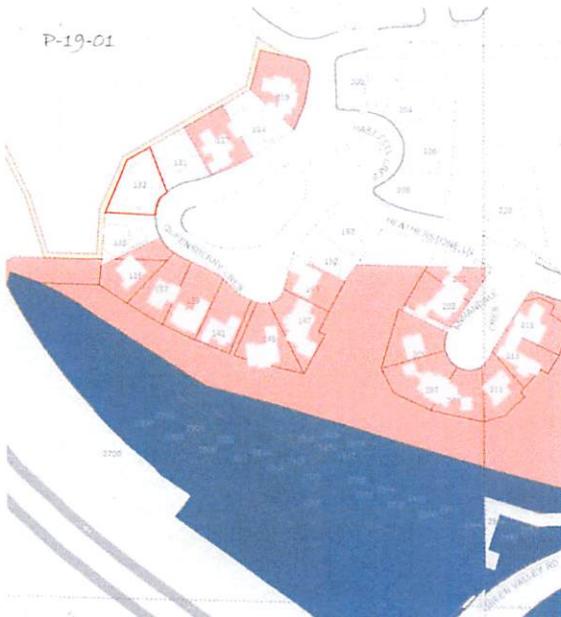
LOCATION: 132 Queensbury Crescent

ZONING DISTRICT: Clustered Residential (proposed)

OWNER: Trey and Lauren Malbrough

APPENDIX 7

P-19-01



P-19-01

