

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
APRIL 23, 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 23rd day of April, 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
Lloyd C. Shelton
Alice B. Womack
Stewart Welch III, Mayor

Absent: Philip E. Black

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

1. AGENDA

1. Introduction of Rachel Weingartner, the new Executive Director of the Mountain Brook Schools Foundation
2. No poaching agreement by Jefferson County Mayor's Association—Mayor Welch (Resolution No. 2019-059 was added to the formal meeting agenda.)
3. Summer work at Public Works and Parks & Recreation by teens—Sam Gaston (This matter will be considered again on May 13, 2019.)
4. Opposition to Senate Bill 264—Sam Gaston (Motion No. 2019-060 was added to the formal meeting agenda.)
5. Review of the matters to be considered at the formal (7 p.m.) meeting

2. EXECUTIVE SESSION

There being no further matters for discussion, Council President Smith made a motion that the City Council convene in executive session to discuss a matter involving a real estate negotiation. The City Attorney certified that the subject matter of the executive session is permissible under the Open Meetings Act. The motion was seconded by Council President Pro Tempore Pritchard. There being no further discussion, the vote was called with the following results:

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

Nays: None

Council President Smith thereupon declared that said motion carried by a vote of 4—0.

3. ADJOURNMENT

There being no further matters to be discussed, Council President Smith excused those in attendance at the meeting, announced that the City Council shall reconvene in the Council Chamber upon conclusion of the execution session at 7 p.m. and adjourned the pre-meeting at approximately 6:40 p.m.

4. 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 April 23, 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 JOINT, REGULAR OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK AND
THE MOUNTAIN BROOK EMERGENCY COMMUNICATIONS (E911) DISTRICT
APRIL 23, 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 23rd day of April, 2019. The Council President (and District Chairman) called the meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President (and District Chairman)
William S. Pritchard III, Council President Pro Tempore
Lloyd C. Shelton
Alice B. Womack
Stewart Welch III, Mayor

Absent: Philip E. Black

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. RECOGNITION OF GUESTS

President Smith recognized Boy Scout Jack Ruby and two fellow scouts from Troop 28 in attendance for their Citizenship in the Community merit badge.

2. PRESENTATIONS

1. Mayor Welch presented Mr. Theodore Smith, Chairman of the BJCTA Board and Ms. Vicki Rivers, BJCTA Chief of Staff, with Proclamation No. 2019-054, "National Get On-Board Day" (to encourage the use of public transportation passengers will ride MAX buses for free on April 25, 2019).
2. Mayor Welch also presented Mr. Glen Merchant, chief building official for the City, with Proclamation No. 2019-055, International Code Council's "Building Safety Month".

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 April 8, 2019, regular meeting of the City Council

2019-054 Proclamation	April 25, 2019 proclaimed "National Get On-Board Day"	Exhibit 1
2019-055 Proclamation	May 2019 proclaimed [International Code Council] "Building Safety Month"	Exhibit 2
2019-056	Reappoint Paige B. Daniel to the Finance Committee, to serve without compensation through May 11, 2023	Exhibit 3
2019-057	Reappoint W. Craig Fravert to the Finance Committee, to serve without compensation through May 11, 2023	Exhibit 4

2019-058	Authorize the [unbudgeted] purchase/replacement of a batteries, AC/DC caps and fans for the uninterrupted power supply (UPS) serving the back-up E911 system	Exhibit 5, Appendix 1
2019-059	Expression of support for the Good Neighbor Pledge (metro-area regional non-poaching and cooperation)	Exhibit 6, Appendix 2
2019-060 Motion	Authorize the Mayor to send a letter to the Alabama Legislature expressing concern and offering recommendations to the draft Senate Bill 264 regulating the use of public right-of-way for small cell wireless facilities	Exhibit 7, Appendix 3

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

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

Nays: None

Council President Smith thereupon declared that said minutes, proclamations (Nos. 2019-054 and 055) resolutions (Nos. 2019-056 through 059) and motion (No. 2019-060) are adopted by a vote of 4—0 and as evidence thereof she signed the same.

4. **CONSIDERATION OF AN ORDINANCE (NO. 2044) AMENDING ARTICLE X OF THE CITY CODE, PROFESSIONAL DISTRICT (EXHIBIT 8, APPENDIX 4)**

President Smith introduced the ordinance in writing and reminded the audience that the public hearing is only for the proposed ordinance and does not involve the Knesseth Isreal synagogue property located on Overton Road. President Smith then opened the public hearing for comments

Sylvia Moss of 1765 Old Creek Trail, 35216 (attorney representing about 90 Overton Road residents):

- The [represented] residents request that the draft ordinance be amended as follows:
 - 1) Require that properties to be rezoned professional be contiguous to a commercial parcel on at least one side,
 - 2) Public notice (by posting) be required for any change in use for properties zoned professional, and
 - 3) That the vote be delayed until the requested amendments are incorporated into the ordinance

Kirk Epstein of 3337 Dunbrooke Drive, 35243:

- Asked that the City Council consider similar church properties located within residential districts that may one day be subject to a professional rezoning application and the adverse impacts such changes might have on the surrounding residential properties
- Supports the notion that parcels zoned professional be contiguous to commercial property

Steve Brickman of 2311 Highland Avenue, 35205:

- Believes the City has found the right balance in the proposed ordinance
- Views the requested changes to take away the City Council's discretion and diminishes the City's authority in deciding [future] rezoning applications
- Rezoning applications must take into consideration a detailed list of criteria (Sec. 129-151(b)) that guides the City Council's deliberations

- Considers the City's zoning department as possessing the requisite skills and experience to properly evaluate whether a proposed [professional] use change requires City Council review and approval or not

Council President Smith asked Mr. Brickman his thoughts on a hypothetical change of use—a doctor's office to a dentist's office. Mr. Brickman replied that, in his opinion, pursuant to the draft ordinance such a change likely would represent a material change in use that must come before the City Council for a conditional use approval as opposed to being determined administratively.

Council member Shelton suggested that the ordinance be modified to better define the term "materiality" to make it more clear the types of [future] changes that require conditional use approval versus administrative approval.

City Planner Dana Hazen responded that the zoning code includes sections that distinguish between minor and non-minor changes to properties that have been approved for custom zoning district (such as PUD) that guide when a minor change may be approved administratively. Guidelines requested by Mr. Shelton could include (but not be limited to) hours of operation, parking, number of employees, etc., that would require conditional use approval by the City Council. So, even a change from a physician's office to another physician's office could conceivably require conditional use approval.

Raheel Farough of 3076 Overton Road:

- With only one exception, all other properties zoned professional are contiguous to other non-residential properties. Why is adding this requirement not included in the draft ordinance? President Smith responded that each case must be evaluated on its own merits.
- Views any professional parcel approved within a residential neighborhood as adversely impacting the neighborhood. To which, President Smith responded that this ordinance does not pave the way for such an application to be approved. All rezoning applications are subject to significant scrutiny at multiple levels and only approved after thoughtful deliberation.
- Asks whether the City has a master plan that guides the City's rezoning deliberations. Council President Pro Tempore Pritchard responded that an excellent example is the Crestline Piggly Wiggly property. These parcels were not contemplated to be a grocery store but after extensive analysis and deliberation was ultimately approved by the City and he is aware of no objections to the current use/development.

Council President Smith:

- Stated that any property owner may submit an application to rezone their residential property to professional under the City's existing zoning ordinance
- All such applications are subject to review, administratively, before being presented to the City's Planning Commission and then to the City Council for deliberation and recommendation and approval, respectively
- All such applications are considered on a case-by-case basis taking many factors into consideration before a decision is rendered
- Views the proposed ordinance as strengthening and improving the City's position in reviewing and deliberating such rezoning applications

Floyd Berman of 3515 Riverbend Road:

- Views the conditional use approval procedure as potentially adversely impacting the marketability of a parcel zoned professional
- The seller of a professional parcel could not care less about the restrictions the City imposes on the future purchasers and views this situation a problematic
- Believes that parcels zoned professional should be contiguous to commercial parcels

Sylvia Moss:

- Parcels zoned professional are historically transitional in nature
- Not requiring such parcels to be contiguous to commercial parcels may appear to be "spot zoning"
- Such practice has the potential to adversely affect surrounding residential property values

There being no further comments, Council President Smith closed the public hearing.

Council member Shelton restated his position that he would like the ordinance be modified to better define “materiality” in order to make clearer conditions that require conditional use versus administrative approval.

President Smith and Womack expressed their satisfaction with the draft as presented.

Council President Pro Tempore Pritchard stated that there is no way to foresee the various rezoning application situations that may arise and therefore no way to modify the ordinance to anticipate such requests. At the end of the day, the City should take comfort the Planning Commission review and Council voting processes. You cannot, through legislation, take away the City’s discretion in such matters and is satisfied with the draft as presented.

Council President Smith then 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 approval of the ordinance be suspended, and that unanimous consent to the immediate consideration of said ordinance is given. The motion was seconded by Council President Smith. Thereupon, Council President Smith called for vote with the following results:

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

Nays: None

The Council President Smith declared the motion passed by a vote of 4—0.

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

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

Nays: Lloyd C. Shelton

The Council President Smith declared that the said ordinance (No. 2044) is hereby adopted by a vote of 3—1 and evidence thereof she signed the same.

5. ANNOUNCEMENTS

The next regular meeting of the City Council will be Monday, May 13, 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 7:50 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 April 23, 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

“NATIONAL GET ON BOARD DAY” PROCLAMATION

WHEREAS, The Birmingham-Jefferson County Transit Authority (the “BJCTA”) is a public entity established by the Alabama Legislature to provide mass public transportation in Jefferson County, Alabama; and

WHEREAS, April 25, 2019, marks “National Get on Board Day” as a day that encourages people to ride public transportation to save money, protect the environment, and improve the quality of life for all Americans; and

WHEREAS, Free rides will be offered to all customers on April 25, 2019 in celebration of “National Get On Board Day”; and

WHEREAS, public transportation is a \$71 billion industry that directly employees 420,000 people and supports millions of private sector jobs; and

WHEREAS, for every \$1 invested in public transportation, \$4 is generated in economic returns; and

WHEREAS, 87 percent of public transit trips directly impact the economy by connecting people to jobs or retail and entertainment venues;

ALSO BE IT RESOLVED THAT Alabama declares that public transportation helps people save money, helps the environment, and improves America’s quality of life;

ALSO BE IT RESOLVED THAT where public transportation goes, communities grow and prosper.

NOW, THEREFORE, I, Stewart H. Welch III, Mayor of the City of Mountain Brook, proclaim **APRIL 25, 2019**, as “**NATIONAL GET ON BOARD DAY**” in our city and will join with the State of Alabama and the Birmingham-Jefferson County Transit Authority, and other public transportation agencies across the country, to showcase the benefits of public transportation.

EXHIBIT 2

BUILDING SAFETY MONTH PROCLAMATION

Whereas, the City of Mountain Brook is committed to recognizing that our growth and strength depends on the safety and economic value of the homes, buildings and infrastructure that serve our citizens, both in everyday life and in times of natural disaster; and

Whereas, our confidence in the structural integrity of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry—who work year-round to ensure the safe construction of buildings; and

Whereas, these guardians are dedicated members of the International Code Council, a U.S. based organization, that brings together local, state and federal officials that are experts in the built environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work, play; and

Whereas, our nation benefits economically and technologically from using the International Codes® that are developed by a national, voluntary consensus codes and standards developing organization, our government is able to avoid the high cost and complexity of developing and maintaining these codes, which are the most widely adopted building safety and fire prevention codes in the world; and

Whereas, these modern building codes include safeguards to protect the public from natural disasters such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquake; which, according to a FEMA- commissioned study by the National Institute of Building Sciences, provide \$11 in future mitigation benefits for every dollar invested; and

Whereas, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown protectors of public safety—our local code officials—who assure us of safe, efficient and livable buildings that are essential to America's prosperity; and

Whereas, “No Code. No Confidence” the theme for Building Safety Month 2019, encourages all Americans to raise awareness of the importance of safe and resilient construction; fire prevention; disaster mitigation, and new technologies in the construction industry. Building Safety Month 2019 encourages appropriate steps everyone can take to ensure the safety of our built environment, and recognizes that the implementation of safety codes by local and state agencies has saved lives and protected homes and businesses; and

Whereas, each year, in observance of Building Safety Month, Americans are asked to consider the commitment to improve building safety and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

NOW, THEREFORE, I, Stewart H. Welch, III, Mayor of the City of Mountain Brook, do hereby proclaim the month of **May 2019** as **Building Safety Month**.

EXHIBIT 3

RESOLUTION NO. 2019-056

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Paige B. Daniel is hereby appointed to the Finance Committee, to serve without compensation, with the term of office to end May 11, 2023.

EXHIBIT 4

RESOLUTION NO. 2019-057

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that W. Craig Fravert is hereby appointed to the Finance Committee, to serve without compensation, with the term of office to end May 11, 2023.

EXHIBIT 5

RESOLUTION NO. 2019-058

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, and Board of Commissioners of the Mountain Brook Emergency Communications (E911) District that the City Council and District Commission hereby authorizes the replacement of the uninterrupted power supply (UPS) batteries, AC/DC caps and fans as follows: and

<u>Line</u>	<u>Description</u>	<u>Amount</u>
1.	NX 20-30 INTBAT, model 38SA030C0CHR, AC/DC cap and fans	\$3,263.10
2.	24 x CSBHRL12150WFR with batter verification and shipping	2,757.31
3.	Installation options (check one)	
	<input type="checkbox"/> M-F 8 am-5pm	1,457.08
	<input checked="" type="checkbox"/> M-F 5pm-8 am and/or all day Sat	2,077.09
	<input checked="" type="checkbox"/> Sunday/holiday	2,697.09

BE IT FURTHER RESOLVED by the Mountain Brook Emergency Communications (E911) District that the District Commissioners hereby authorize the expenditure of District funds for the aforementioned expenditures to be administered by the City of Mountain Brook Policy Department.

APPENDIX 1

EXHIBIT 6

RESOLUTION NO. 2019-059

A RESOLUTION OF THE CITY OF MOUNTAIN BROOK, ALABAMA, SUPPORTING THE GOOD NEIGHBOR PLEDGE

WHEREAS, local economies of Jefferson County, Alabama have become regional in nature, as the global economic environment has become increasingly dynamic and uncertain; and

WHEREAS, proactive regionalism can be a powerful economic development tool, with economic growth among neighboring communities better facilitated by more collaboration in job attraction, as well as retention and expansion of existing businesses; and

WHEREAS, the communities of Jefferson County recognize that individual municipalities are interconnected and share a common fate; and

WHEREAS, a number of communities in Jefferson County have come together to create an economic development initiative and to establish standards of conduct to guide collective efforts to promote long-term growth for our region; and

WHEREAS, Jefferson County does not experience net economic growth when a business does not expand but merely moves from one area of the county to another; and

WHEREAS, communities of Jefferson County can generate more gains by working collectively to attract new businesses, retain and expand existing businesses, and promote our county as a good place to do business.

NOW THEREFORE; BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama:

1. We agree that all communities of Jefferson County will experience stronger economic growth by working together than by competing against one another.
2. We agree that our community should not encourage nor solicit a business to close in another community in the county and move to ours.
3. We agree that when businesses do choose to relocate within the county, our community should not provide financial incentives to foster the move and that any exceptions should be rare and justified to our neighbors.
4. We support the principles embodied in the Good Neighbor Pledge (attached hereto) and our city's participation in this regional economic development initiative.
5. We understand cities may withdraw from this pledge at any time via passing a resolution with their respective city councils.

APPENDIX 2

EXHIBIT 7

MOTION NO. 2019-060

Council member Shelton made a motion that the City Council authorizes the Mayor to submit a letter on behalf of the City Council expressing the City's opposition to and suggestions concerning Senate Bill 264 regulating the use of public right-of-way for small cell wireless.

The motion was seconded by Council member Womack.

There being no further discussion or comments or questions from the audience, Council President Smith called for a vote with the following results:

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 motion (No. 2019-060) is adopted by a vote of 5—0.

APPENDIX 3

EXHIBIT 8

ORDINANCE NO. 2044

AN ORDINANCE AMENDING ARTICLE X OF THE CITY CODE

BE IT ORDAINED by the City Council of the City of Mountain Brook, Alabama, that Article X of the City Code is hereby adding Section 129-50, and amending Sections 129-151 and 129-153 as follows:

Section 1.**“ARTICLE X. – PROFESSIONAL DISTRICT****Sec. 129-150. – Intent and purpose.**

The Professional District is intended to provide appropriate-scaled buildings for professional offices. The district may be applied to sites which can establish an effective transition to adjacent residential neighborhoods.

Sec. 129-151. – Permitted uses.

(a) The uses permitted in Professional Districts shall be as follows:

1. Professional offices
2. Accessory structures customarily incidental to the uses permitted by this section 129-151.

(b) **Conditions on Permitted Uses.** All uses in the Professional District shall be conditional uses and shall only be permitted with prior written approval of the city council. Conditional uses are uses which may be acceptable within the Professional District, based on specific circumstances and mitigating site design provisions that would eliminate the potential for these uses to otherwise have negative impacts on adjacent property or other uses in the vicinity. Therefore, they require special review to better determine if the circumstances and design provisions for the proposed use, when applied to a specific site, are sufficient to mitigate any potential negative impacts. Proposed conditional uses will be reviewed as to the following.

- i. Whether the use would disparately impact public parking in the area;
- ii. Whether vehicular or pedestrian circulation would be adversely impacted by the use;
- iii. Whether the use would adversely impact surrounding existing uses;
- iv. Whether the hours of operation or peak traffic times would adversely impact the surrounding properties and public streets.
- v. Whether sufficient landscape buffers exist or are proposed along any adjoining residential properties;
- vi. Whether existing or proposed exterior lighting is sufficiently designed so as not to spill onto adjoining properties.

(c) The city council may require the party applying for the approval of such conditional use to furnish to the city council any or all of the following information and documents and such additional information and documents which the city council may consider necessary or helpful in deciding whether to approve such requested conditional use:

1. A survey of the property;
2. A topographical survey of the property;
3. A site plan for the property, showing the location, size, height and elevation of all existing and proposed improvements, the location, number and size of parking spaces and such other information about the existing and proposed improvements and the development plan for the property which the planning commission considers reasonably necessary for its consideration of the request for approval;
4. Plans for all proposed improvements;
5. The type of construction materials to be used in the proposed improvements;
6. A traffic study with respect to the traffic expected to be generated by the use;
7. Information concerning outdoor lighting;
8. The hours of operation of the activities proposed to be conducted on the property;
9. Information concerning the visibility of the proposed improvements from adjacent property, buildings and public streets;

10. Information concerning the proposed screening of the proposed improvements by fences, walls, berms, shrubs, trees or other means;
11. Whether any trees or other vegetation which would serve to screen the proposed improvements and the use thereof from adjacent property will be removed from the property; and
12. Information concerning vehicles, equipment and materials which may be stored on the property or within the improvements.

All materials and information required to be submitted must be submitted to the zoning officer at least 24 days prior to consideration of any application for such conditional use.

- (d) The city council shall hold a public hearing for the consideration of any such conditional use, after giving at least ten days' notice thereof. For purposes of this section, written notice of public hearings held by the city council shall be sent, by United States mail, to all property owners, any portion of whose property lies within 500 feet of any portion of the parcel included in a request for conditional use consideration. For the purpose of such notice, the owner of a parcel shall be considered to be the person who is shown as the owner of such parcel according to the records of the tax assessor of Jefferson County, Alabama. If a public hearing is continued or postponed during the meeting of the city council during which such hearing was held or was scheduled to have been held, no notice of such continued or postponed hearing need be given.
- (e) Any use established and permitted by right in the Professional District prior to April 23, 2019 shall be permitted to continue in the same location without regard to these provisions, provided that such use is not expanded. However, should such use be expanded, such expansion shall require prior written approval of the city council per subsection (b) of this section.
- (f) A Professional Office use established on or after April 23, 2019 and permitted after city council review and approval under subsection (b) of this section may be replaced by another Professional Office use if the zoning officer determines that there are non-material changes for the proposed professional use utilizing the criteria for review outlined in subsection (b). In the absence of such a determination, city council review of the replacement use shall be required under subsection (b).

Sec. 129-153. – Additional requirements and provisions.

- (a) **Service yards.** On any parcel on which a professional building is hereafter built, the construction of which is started after the effective date of this chapter, there shall be provided a service yard, the size of which shall be sufficient to serve the needs of the occupants of the building, and which shall be located at the rear of such office building. The service yard shall have access to a street, alley or driveway and shall provide adequate accommodations for the handling of waste and garbage and for the loading and unloading of vehicles. The service yard shall be paved with asphalt or concrete and shall be enclosed with an opaque wall or fence of permanent construction, at least 6 feet, but no more than 8 feet, in height, and designed and constructed to conceal the service yard from visibility from outside such wall or fence. The entrance to the service yard shall be screened by a gate constructed of an opaque material, which gate must be at least 6 feet, but not more than 8 feet, in height. No part of the service yard may be used to satisfy the offstreet parking requirements of this article.
 - (b) **Building setbacks.** Any professional office, the construction of which is started after the effective date, shall not be located closer to the front lot line than 35 feet, or the front line of the principal structure on the adjacent property located in a residential district, whichever is greater.”
2. **Repealer.** All ordinances or parts of ordinances heretofore adopted by the City Council of the City of Mountain Brook, Alabama that are inconsistent with the provisions of this ordinance are hereby expressly repealed.

3. **Severability**. If any part, section or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect notwithstanding such holding.
4. **Effective Date**. This ordinance shall become effective immediately upon adoption and publication as provided by law.

APPENDIX 4



\$3263.10
AC/DC CAP & Fans

Proposal for Cap & Fan Replacement

Vertiv Corporation

Oct 16, 2018
Mountain Brook Police Dept
150 Tibbett Street
Mountain Brook, AL, 35213

2019-058



Oct 16, 2018

Mountain Brook Police Dept
150 Tibbett Street
Mountain Brook, AL, 35213

032671348

Dear Lieutenant J. Loggins

Thank you for your interest in Vertiv Corporation. We are pleased to submit the following proposal for your review and consideration.

As the rate of change and complexity in your data center increases, Vertiv is the dedicated partner that you need to help you achieve your goals.

Please complete all required fields on the signature page and attach your Purchase Order to assist timely order processing. Should you have any questions regarding the proposal, feel free to contact me directly at 205-213-0137. I look forward to your response and the opportunity to work together to improve your data center investment.

Sincerely,

Matthew Honeycutt

221 Applegate Trace
Folsom, AL 35124

PHONE: (205) 444-9195
EMAIL: mhoneycutt@vertiv.com

APPENDIX 1



October 16, 2018
032671348

Liebert UPS Capacitor and Fan Replacement Services:

- Please plan/allow 8-12 weeks for capacitor and fan replacement, (if applicable).
- Replacement of all DC Capacitors.
- Replacement of all Fans and Blowers (if applicable).
- Replacement of all AC Input and Output filter Capacitors.

Standard Maintenance Contracts:

Site #: 11393 - Mountain Brook Police Dept - 100 Tibbett Street Mountain Brook Al 35213

Tag #	Description	Model #	Annual PM Qty.	Coverage Type (Coverage Dates)	Coverage Amount
1438850	NX 20-30 INTBAT 38SA030C0CHR			AC/DC Cap and Fans Replacement	\$3,263.10

Progress billing: For all projects involving capacitor replacement, progress payments will apply. Invoices will be issued per the following project milestones:

Milestones	Payment Due
Shipment of capacitors	Total amount for capacitors and freight
Completion of installation and testing	Balance of project price

Total price not including tax: USD \$3,263.10
per the required price for minimum order purchase order
Payment Terms: Net 30 Days



SCOPE OF WORK

UNINTERRUPTIBLE POWER SYSTEMS
SERIES 300 AND NX 10-30 KVA MODELS ONLY
LIFE EXTENSION - DC CAPACITOR / FAN REPLACEMENT

SERVICE SUMMARY

Feature	Detail
Service Professional	Performed by Vertiv factory trained and authorized technician. Vertiv Services is the OEM service provider for Liebert products.
Cap Replacements	Includes a complete replacement of all DC capacitors (all necessary labor and material).

SERVICE PERFORMED

DC Capacitor and Fan Replacement Service

1. Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.
2. Verify new capacitor values prior to installation.
3. Clean capacitor decks and buss bars of all dirt, debris, and/or leakage.
4. Record AC ripple voltage and current before and after capacitor replacement.
5. Replace DC buss filter capacitors.
6. Inspect DC capacitor wiring for loose connections and heat discoloration. Replace, if necessary.
7. Ensure all capacitor connections are properly torqued.
8. Record new capacitor date codes.
9. Form new DC capacitors.
10. Perform thermal scan of capacitor decks and connections.
11. Dispose of removed capacitors (upon request and at time of service).
12. Review system performance with customer to address any system questions.

ASSUMPTIONS AND CLARIFICATIONS

Service to be performed during the Annual preventive maintenance visit, as per the contract purchased on the UPS (excluding national holidays). Change out can also be performed during a Semi-annual visit if customer agrees to shut down the equipment. If a special visit was purchased, service is performed at the customer's convenience, regardless of contract purchased on the UPS (excluding national holidays).

CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- Point of Contact: Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.

- Scheduling: Make dates available for scheduling service. All units must be requested 30 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-7378
- Site Access: Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- Equipment Access: Conveyment access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- Shutdown: Service may require shutdown of load to ensure electrical connection integrity.
- Notification: If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24 hours prior to scheduled event.

TERMS AND CONDITIONS
Subject to all Terms & Conditions as noted in the Vertiv Services Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

SCOPE OF WORK
UNINTERRUPTIBLE POWER SYSTEMS
ALL 3-PHASE MODELS
LIFE EXTENSION - AC CAPACITOR REPLACEMENT

SERVICE SUMMARY

Feature	Detail
Service Professional	Performed by Vertiv factory trained and authorized technicians. Vertiv Services is the OEM service provider for Liebert products.
Cap Replacements	Includes a complete replacement of all AC Input and Output Filter Capacitors (all necessary labor and material).

SERVICE PERFORMED
AC Capacitor Replacement Service

- Check all nuts, bolts, screws, and connections for heat discoloration.
- Verify new capacitor values prior to installation.
- Clean capacitor decks and bus bars of all dirt, debris, and/or leakage.
- Record AC filter currents before and after capacitor replacement.
- Replace input filter capacitors.
- Replace output filter capacitors.
- Replace commutation capacitors, if applicable.
- Replace power supply electrolytic capacitors, if applicable.
- Inspect AC input/output capacitor wiring, and replace if necessary.
- Properly torque all capacitor connections.
- Record new capacitor date codes.
- Perform thermal scan of capacitor decks and connections.
- Dispose of removed capacitors (open request and at time of service).
- Review system performance with customer to address any system questions.

ASSUMPTIONS AND CLARIFICATIONS
Service to be performed during the Annual preventive maintenance visit, as per the contract purchased on the UPS (excluding national holidays). Change out can also be performed during a Semi-annual visit if customer agrees to shut down the equipment. If a special visit was purchased, service is performed at the customer's convenience, regardless of contract purchased on the UPS (excluding national holidays).

CUSTOMER RESPONSIBILITIES
In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

APPENDIX 1

- Point of Contact: Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- Scheduling: Make dates available for scheduling service. All visits must be requested 30 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-7378
- Site Access: Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- Equipment Access: Conveyment access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- Shutdown: Service may require shutdown of load to ensure electrical connection integrity.
- Notification: If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24 hours prior to scheduled event.

TERMS AND CONDITIONS
Subject to all Terms & Conditions as noted in the Vertiv Services Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

Order Number: Q02871348

Purchase Order must be assigned to:
Vertiv Corporation
1050 Dearborn Dr.
Columbus, OH 43085
FID# 31-0715256

Payment email/ship address:
Vertiv Corporation
PO Box 70474
Chicago, IL 60673

PO should be e-mailed with signed proposal to:
Attn: Matthew Honeycutt Email: mhoneycutt@epowertec.com

Please complete the following information (All fields are required):

Purchase Order Number: _____ Purchase Order attached: Yes No

If PO NOT attached, please specify reason: _____

Invoice Delivery Method: Web Billing (Attach instructions) Mail Other

Accounts Payable Email: leggin@mtabrook.org

Billing Contact Person: Donna Nix Phone: (205) 802-3823

Email: nix.d@mtabrook.org Fax #: (205) 879-6913

Bill-To Company Name: City of Mountain Brook Bill-To Address: P.O. Box 130009

Federal Tax ID #: 62-601325 Bill-To City, ST Zip: Mtn. Brook, AL 35215-0009

Tax Exempt: Yes (Attach tax exempt certificate) No

Site Services/IT Contact Person: Steve O'Dell Phone: (205) 802-3820

**** COVERAGE DETAILS ****
For equipment this currently under a Service Agreement or for equipment for which the warranty has expired in excess of thirty (30) days, parts required to bring equipment back to manufacturer specifications are the responsibility of the Buyer and include as the base of the first preventive maintenance visit or the next call. AD pricing is valid only for Service coverage stated and is subject to change if the Proposal is modified in any way. This Proposal is valid for 30 days from the date of this Proposal unless otherwise noted. **IMPORTANT TO BUYER:** This order between the Buyer and Seller is limited to: Seller's Terms and Conditions located at <http://www.vertiv.com> unless a formal agreement governing this Purchase Order transaction has been executed by the parties, in which case the Terms and Conditions of the signed agreement shall govern. Seller hereby agrees to all Buyer's terms and conditions received by Seller and/or issued by Buyer. Signature of this agreement authorizes Seller to invoice for Services mentioned herein and to utilize the attached purchase order number. If a purchase order number is not used, then the Buyer authorizes and guarantees Seller the payment of all invoices by authority of the signature below.

Thank you for your business.
Processed By: _____
Matthew Honeycutt 1/31/2019 Date

Accepted By: Stewart Welch III 4/23/2019 Date
Customer Signature Required
Printed Name: Stewart Welch III Title: Mayor

EXCITING NEWS: On Sept. 1, 2018, we transitioned to Vertiv Corporation as our legal entity. Visit <http://www.vertiv.com/legislationinfo> for changes you may need to make.



Verity Corporation is herein referred to as the "Seller" and the customer or person who purchases the Goods and/or Software is herein referred to as the "Buyer".

TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE AND WARRANTY Seller warrants that the Goods and/or Software are as described in the Seller's offer and are free from any defects in material and workmanship at the time of delivery. Seller warrants that the Goods and/or Software are as described in the Seller's offer and are free from any defects in material and workmanship at the time of delivery. Seller warrants that the Goods and/or Software are as described in the Seller's offer and are free from any defects in material and workmanship at the time of delivery.

2. LIMITS OF WARRANTY Seller's warranty shall be limited to the repair or replacement of the Goods and/or Software. Seller's warranty shall be limited to the repair or replacement of the Goods and/or Software. Seller's warranty shall be limited to the repair or replacement of the Goods and/or Software.

3. FORCE MAJEURE Seller shall not be liable for any delay in the performance of its obligations under this Agreement if such delay is caused by circumstances beyond its control, including but not limited to acts of God, war, terrorism, strikes, or other events beyond its control.

4. ASSIGNMENT Seller shall not assign its obligations under this Agreement without the prior written consent of Buyer.

5. ENTIRE AGREEMENT This Agreement shall constitute the entire agreement between Seller and Buyer. No oral or written agreements, conditions, or warranties shall be binding on Seller or Buyer if they conflict with the terms of this Agreement.

6. GOVERNING LAW This Agreement shall be governed by the laws of the State of New York.

7. SEVERABILITY If any provision of this Agreement is found to be unenforceable, the remainder of this Agreement shall remain in full force and effect.

8. WAIVER Seller's failure to enforce any provision of this Agreement shall not constitute a waiver of its rights under this Agreement.

9. FORCE MAJEURE Seller shall not be liable for any delay in the performance of its obligations under this Agreement if such delay is caused by circumstances beyond its control, including but not limited to acts of God, war, terrorism, strikes, or other events beyond its control.

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Verity Corp. Terms & Conditions - Rev 2015

APPENDIX

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1. SCOPE OF WORK Seller shall provide the Goods and/or Software as described in the Seller's offer and shall be responsible for the installation, configuration, and testing of the Goods and/or Software. Seller shall provide the Goods and/or Software as described in the Seller's offer and shall be responsible for the installation, configuration, and testing of the Goods and/or Software.

2. DELIVERABLES Seller shall provide the Goods and/or Software as described in the Seller's offer and shall be responsible for the installation, configuration, and testing of the Goods and/or Software. Seller shall provide the Goods and/or Software as described in the Seller's offer and shall be responsible for the installation, configuration, and testing of the Goods and/or Software.

3. ACCEPTANCE Buyer shall accept the Goods and/or Software as delivered by Seller. Buyer shall accept the Goods and/or Software as delivered by Seller. Buyer shall accept the Goods and/or Software as delivered by Seller.

4. PAYMENT Buyer shall pay the purchase price of the Goods and/or Software to Seller. Buyer shall pay the purchase price of the Goods and/or Software to Seller. Buyer shall pay the purchase price of the Goods and/or Software to Seller.

5. INDEMNIFICATION Seller shall indemnify Buyer for any claims, damages, or losses arising out of the use of the Goods and/or Software. Seller shall indemnify Buyer for any claims, damages, or losses arising out of the use of the Goods and/or Software.

6. LIMITATION OF REMEDY Seller's sole obligation shall be to repair or replace the Goods and/or Software. Seller's sole obligation shall be to repair or replace the Goods and/or Software. Seller's sole obligation shall be to repair or replace the Goods and/or Software.

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VERTIV

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\$4214.39 — \$5454.40
Battery & Installation

Proposal for Service
Vertiv Corporation
Jan 31, 2019
Mountain Brook Police Dept
1603 Street
Mountain Brook, AL 35213

Jan 11, 2019

Mountain Brook Police Dpt
100 Tibbett Street
Mountain Brook, AL 35213

Dear Lieutenant J. Loggins

Thank you for your interest in Vertiv Corporation. We are pleased to submit the following proposal for your review and consideration.

As the rate of change and complexity in your critical infrastructure increases, Vertiv is the dedicated partner that you need to help you achieve your goals.

Please complete all required fields on the signature page and attach your purchase order to assist timely order processing. Should you have any questions regarding the proposal, feel free to contact me directly at 205-444-9191. I look forward to your response and the opportunity to work together to improve your critical infrastructure investment.

Sincerely,

MATTHEW HONEYCUTT

221 Applegate Trace
Pellham, AL 35124

PHONE: 205-444-9191
EMAIL: mhoneycutt@joepowell.com

Proposal Q02896728

We are pleased to submit the following proposal for replacement of your batteries for your consideration. Please refer to the Scope of Work for specific coverage information. Below is a summary of the services included in this quote.

Site ID: 113932, Mountain Brook Police Dpt, 100 Tibbett Street, Mountain Brook, AL 35213

Line Item	Line Item Pricing
Tag # 1438800 24 x CSBHRL12150WFR	\$1,954.08
- New Battery Verification Service - 1 Strings	\$689.31
Freight	\$113.92
Subtotal	\$2,757.31

Select One Option:	Installation	Total
<input checked="" type="checkbox"/> Normal Hours (M-F 8am to 5pm)	\$1,457.08	\$4,214.39
<input type="checkbox"/> After Hours (M-F 5pm to 8am, and/or all day Saturday)	\$2,077.09	\$4,834.40
<input type="checkbox"/> Sunday/Holiday	\$2,697.09	\$5,454.40

(NOT including tax; any tax required must be included in customer purchase order amount)

Payment Terms: Net 30 Days

Progress billing: For all projects involving battery replacement, progress payments will apply. Invoices will be issued per the following project milestones:

Milestone	Payment Due
Shipment of batteries	Total amount for batteries and freight
Completion of installation and testing	Balance of project price

APPENDIX 1

SCOPE OF WORK

SEALED VRLA BATTERIES (10 YEAR DESIGN LIFE)
BATTERY VERIFICATION SERVICE

SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 2 site visits, on new installations or prior to a load bank test. Scheduled by the customer at the customer's convenience (excluding national holidays).
Service Professional	Performed by Vertiv factory trained and authorized technician. Vertiv Services is the OEM service provider for Liebert products.
IEEE	Ensures battery installation meets manufacturer and IEEE requirements.
Freshening Charge	For new installations Vertiv Services will perform the initial freshening charge on the batteries. Water additions for VLA (if applicable) will be addressed as needed after the equalize/freshening charge has been completed.

SERVICE PERFORMED

Battery Verification Service

First Trip:

- Inspect the appearance and cleanliness of the battery and the battery room area. Record any findings.
- Visually inspect the jars and covers for cracks and leakage. Record any findings.
- Visually inspect the racks or cabinets for any deficiencies. Record any findings.
- Confirm that ventilation is provided.
- Visually inspect for evidence of corrosion at terminals and connectors ensuring that the connections meet manufacturer's requirements.
- Tighten all battery connections to the battery manufacturer's specifications and record the value utilized.
- Ensure connections are properly prepared per the manufacturer's IOM.
- Measure and record the total string voltage.
- Measure and record the float voltage of all cells.
- Measure and record the ambient temperature.
- Measure and record the jar temperature.
- Place battery online.
- Verify and record the battery float voltage.
- Measure and record the AC ripple voltage.
- Measure and record the AC ripple current.
- Follow Note 2, below.

Second Trip:

- Measure and record the ambient temperature.

- Measure and record cell temperatures.
- Measure and record the total battery float voltage and charging current. Verify proper float voltage is applied per the manufacturer.
- Measure and record the float voltage of each jar/cell.
- Measure and record the AC ripple voltage.
- Measure and record the AC ripple current.
- Measure and record the internal ohmic value of each jar.
- Provide a detailed written report noting any deficiencies and corrective actions taken and/or required.

ASSUMPTIONS AND CLARIFICATIONS

Does not include parts or return corrective visits.

CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- Point of Contact: Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- Scheduling: Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.
- Site Access: Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- Equipment Access: Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- Shutdown: Service may require shutdown of load to ensure electrical connections integrity.
- Notification: If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24 hours prior to scheduled event.

TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Services Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

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SCOPE OF WORK

STATIONARY BATTERY SYSTEMS
VRLA (SEALED) BATTERY
FULL STRING REPLACEMENT

SERVICE SUMMARY

Feature	Detail
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Service Professional	Performed by Vertiv factory trained and authorized technician. Vertiv Services is the OEM service provider for Liebert products.
Battery Recycling	Includes battery recycling as required, with documentation meeting EPA requirements.
Alber Commissioning	Includes commissioning of Alber battery monitoring hardware, if battery monitoring is present.

SERVICE PERFORMED

1. Ensure the battery system is disconnected from UPS and battery system is safe to be worked with.
2. Verify the integrity of the battery rack/cabinet.
3. Remove all modules.
4. Measure and record all open circuit voltages for all units to ensure they can be placed in the string(s) and online.
5. Replace with new units in the exact same orientation as the old units.
6. Replace hardware if supplied with the new batteries. If not supplied, inspect, clean and neutralize the existing cables and clean the rack/trays from any possible leaking batteries.
7. Clean any corrosion from cables if re-using existing cables and clean the rack/trays from any possible leaking batteries.
8. Add a thin coat of anti-corrosion inhibitor to the face of the connector and to the contact surface of the battery terminal or as directed by the battery manufacturer.
9. Install top washers for battery monitoring series leads.
10. Torque all connections to the specific "inch pounds" requirement specified by a manufacturer of the battery.
11. Ensure all battery monitoring wires are connected properly, if battery monitoring is present.
12. Verify that no ground faults exist prior to energizing the battery.
13. Return the battery system to normal float per the manufacturer's guidelines.
14. Measure and record the total battery float voltage (all the batteries).
15. Measure and record charging current.
16. Measure and record the overall AC ripple voltage.
17. Measure and record the overall AC ripple current.
18. Measure and record the ambient temperature.
19. Measure and record 100% of the jar temperatures.
20. Measure and record the float voltage of all jars.

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21. Commission the Alber monitor (if present) following the standard commissioning procedures.
22. Provide the battery the proper freshening charge per the manufacturer's guidelines.
23. Clean the site of any foreign materials left behind.
24. Prepare batteries for recycling and transportation (wrap the batteries with plastic wrap to secure them to the pallets).

Site specific Requirements for Full String Replacement for VRLA Batteries

1. Standard truck delivery that accommodates a standard size semi truck with an on-site forklift or pallet jack (at least 4,000 lb capacity).
2. Inside staging area large enough for the batteries being installed and removed.
3. Inside staging area must be within 50' of the dock area.
4. Battery room/cabinets must be within 200' of the staging area.
5. Doorways at least 34" in width.
6. Elevators within easy access and be rated for at least 4,000 lb.
7. In the event that the customer needs a service or has a site requirement that falls outside of the Basic Installation Services or Basic Site Requirements, Vertiv Services will provide the customer with an additional quote for and special installation Services or in response to said Special Site Requirements, and if agreed to by the customer, the customer shall be separately invoiced the additional amounts set forth in the quote. Please notify your salesperson if you require Special Installation Services or have any other Special Site Requirements for which there will be an additional charge.
8. Special Installation Services and Special Site Requirements for which there will be additional costs and charges include, but are not limited to:
 1. Inside delivery
 2. Ground Delivery
 3. Floor Protection
 4. Floor Loading Limitations
 5. Delivery Path Includes Stairways, Ramps or Other Obstructions
 6. Use of Cranes
 7. Exclusive labor requirements installation
9. If Alber battery monitoring is present, access to the Control computer must be provided at the time of the battery installation for commissioning and developing of the new database. If access is not provided at the time of installation and a return trip is required to commission the Alber Monitor, there will be additional charges applied.

ASSUMPTIONS AND CLARIFICATIONS

If the Alber monitor is not commissioned at the time of the battery installation there could be nuisance alarms generated, until the system is properly commissioned. The data from an un-commissioned Alber Monitor cannot be used for warranty purposes.

CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- Point of Contact: Provide an authorized point of contact, specific for the scope of work, for scheduling and coordination purposes.
- Scheduling: Make dates available for scheduling service. All work must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.
- Site Access: Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv site personnel.

APPENDIX I

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- Equipment Access: Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- Shutdown: Service may require shutdown of load to ensure electrical connection integrity.
- Notification: If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24 hours prior to scheduled event.

TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Services Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

VERTIV

Proposal Number: Q02866728

Purchase order must be assigned to:
 Vertiv Corporation
 1050 Daxton Dr.
 Columbus, OH 43085

Payment remittance address:
 Vertiv Corporation
 PO Box 70474
 Chicago, IL 60673

FIDI# 31-0715256

EXCITING NEWS: On Sept. 1, 2018, we transitioned to Vertiv Corporation as our legal entity. Visit <http://vertivso.com/legalentity> for changes you may need to make.

PO should be e-mailed or faxed with signed proposal to:
 Attn: MATTHEW HONEYCUTT
 Email: mhoneycutt@vempowell.com
 Fax: 205-444-9196

Please complete the following information (All fields are required):

Purchase Order Number: _____ Purchase Order attached: Yes No

If PO NOT attached, please specify reason: _____

Invoice Delivery Method: Web Billing (Attach Instructions) Mail Other

Accounts Payable Email: loggiasj@mtabrook.org

Billing Contact Person: Anna Mia Phone: (205) 802-3323

Email: nina@mtabrook.org Fax #: (205) 875-6913

Bill-To Company Name: City of Mountain Brook Bill-To Address: P.O. Box 130009

Federal Tax ID #: 63-601325 Bill-To City, ST Zip: Mtn. Brook, AL 35213-0009

Tax Exempt: Yes (Attach tax exempt certificate) No

Site Services/IT Contact Person: Steve O'Dell Phone: (205) 802-3320

**** COVERAGE DETAILS ****

For equipment not currently under a Service Agreement or for equipment for which the warranty has expired or exceeds of thirty (30) days, parts required to bring equipment back to manufacturer specifications are the responsibility of the Buyer and liability of the loss of the first government maintenance visit or Service call. All pricing is valid only for Service coverage stated and is subject to change if this Proposal is modified in any way. This Proposal is valid for 30 days from the date of this Proposal unless otherwise noted. NO CASH TEND TO BUYER. This order between the Buyer and Seller is bound by Seller's Terms and Conditions located at termsandconditions.vertivso.com unless a formal agreement governing this Purchase Order transaction has been executed by the parties, in which case the Terms and Conditions of the signed agreement shall govern. Seller hereby objects to all Buyer's terms and conditions received by Seller and/or issued by Buyer. Signature of this agreement authorizes Seller to invoice for Services mentioned herein and to charge the provided purchase order number. If a purchase order number is not used, then the Buyer authorizes and guarantees Seller the payment of such invoice by authority of the signature below.

Thank you for your business.

Proposed By: Matthew Honeycutt 1/31/2019 Date

Accepted By: Stewart Welch III 4/23/2019 Date

Printed Name: Stewart Welch III Title: Mayor Phone: 205/802-3803

ALABAMA DEPARTMENT OF REVENUE - SALES AND USE TAX RULES
Code of Alabama 1975, Sections 40-23-31 and 40-23-83

810-6-3-.69.02. Exemption for United States, State, County, City, and Other Exempt Entities from the Payment of Sales Tax, and Purchases Made Through the Use of Purchasing Agents.

(1) The United States Government, the State of Alabama, counties and incorporated municipalities of the state, and various other entities within the state are specifically exempt from paying sales and use tax on their purchases of tangible personal property. These exempt entities may appoint purchasing agents to act on their behalf for making tax-exempt purchases. In such situations the department will recognize that a agency relationship exists, provided that a written contract between the owner and the contractor-agent has been entered which clearly establishes that: (i) the appointment was made prior to the purchase of materials; (ii) the purchasing agent has the authority to bind the exempt entity contractually for the purchase of tangible personal property necessary to carry out the entity's contractual obligations; (iii) title to all materials and supplies purchased pursuant to such appointment shall immediately vest in the exempt entity at the point of delivery; and (iv) the agent is required to notify all vendors and suppliers of the agency relationship and make it clear to such vendors and suppliers that the obligation for payment is that of the exempt entity and not the contractor-agent. All purchase orders and remittance devices furnished to the vendors shall clearly reflect the agency relationship. The tax-exempt entity may enjoy its tax-exempt status when utilizing a purchasing agent, provided that the purchase is paid for by the tax-exempt entity with funds belonging to the tax-exempt entity and the proper documentation as listed above exists to confirm the agency relationship. The appointment of the contractor as purchasing agent of the tax-exempt entity may be made by execution of the department Form ST-PA-1, Purchasing Agent Appointment. (Sections 40-23-4(a)(11) and 40-23-62(13))

(2) A contractor is the consumer of all the materials which are used by the contractor in the performance of the construction contract and which become a part of real property. Accordingly, in the absence of an agency agreement as set forth in paragraph (1) above, purchases by a contractor or subcontractor of tangible personal property which it will use in the performance of a contract with the United States Government, the State of Alabama, county or incorporated municipality of the state, or an entity with a specific exemption, for making additions, alterations, or improvements to realty belonging to the government, state, county, municipality, or entity are not purchases by the government, state, county, municipality, or entity and do not qualify for the sales and use tax exemptions in Sections 40-23-4(a)(11) and 40-23-62(13). (Sections 40-23-1(a)(10) and 40-23-60(5))

(a) A contractor that sells building materials to a tax exempt entity under one contract and affords the materials to realty under a second contract with the tax exempt entity is liable for sales or use tax; the fact that the materials are sold and installed under separate contracts does not qualify the contractor's purchase of the materials for the sales or use tax exemptions in Sections 40-23-4(a)(11) and 40-23-62(13). A contractor may not purchase materials tax exempt for resale to the tax exempt entity and then affix the same materials to realty for the tax exempt entity. (State v. Algenon Blair Industrial Contractors, Inc., 362 So.2d 248 (Ala.Civ.App. 1976), cert. denied 362 So.2d 253)

(Continued)

ALABAMA DEPARTMENT OF REVENUE - SALES AND USE TAX RULES
Code of Alabama 1975, Sections 40-23-31 and 40-23-83

810-6-3-.69.02. (Continued)

(b) A contractor may purchase items of tangible personal property tax free when the items are purchased for resale to a tax exempt governmental entity in the form of tangible personal property and are not affixed to realty by the contractor pursuant to a contract with the tax exempt entity.

(3) On and after October 1, 2000, the sale to, or the storage, use, or consumption by, any contractor or subcontractor of any tangible personal property to be incorporated into realty pursuant to a contract with the State of Alabama or a county or incorporated municipality of the State of Alabama awarded prior to July 1, 2004, is exempt from state, county, and municipal sales and use taxes provided the contractor or subcontractor has complied with Rule 810-6-3-.77, entitled Exemption for Certain Purchases by Contractors and Subcontractors in conjunction with Construction Contracts with Certain Governmental Entities, Public Corporations, and Educational Institutions. (Section 40-9-33)

(4) On and after July 1, 2004, the sale to, or the storage, use, or consumption by, any contractor or subcontractor of any tangible personal property to be incorporated into realty pursuant to a contract with the United States government, the State of Alabama or a county or incorporated municipality of the State of Alabama is subject to all state, county, and municipal sales and use taxes for any contract awarded, or any portion of a contract which is revised, renegotiated, or otherwise altered on and after July 1, 2004, to the extent that such revision, renegotiation, or alteration requires the purchase of additional tangible personal property. If the "change order" or other revision does not require the purchase of additional tangible personal property, however, the change will not cause the contract to lose its exempt status. Items purchased after June 30, 2004, pursuant to a contract awarded prior to July 1, 2004, will continue to be exempt for the remainder of the contract. (Sections 40-2A-7(a)(5), 40-23-31, 40-23-83, 40-23-4(a)(10), 40-23-4(a)(11), 40-23-62(13), 40-23-1(a)(10), 40-23-60(5), and 40-9-33, Code of Alabama 1975) (Readopted through APA effective October 1, 1982, amended November 12, 1997, amended March 27, 2001, amended June 10, 2005, amended January 5, 2010)

APPENDIX I

2019-059

Jefferson County Coalition of Mayors
Good Neighbor Pledge

April 2019

Preamble:

We, the undersigned mayors of the cities and towns of Jefferson County, Alabama, do hereby set forth the following principles of behavior and standards of conduct to guide our collective efforts in promoting the long-term economic health of the Jefferson County region. It is our intent to enter a new era of regional cooperation to promote economic development. To that end, we will also work closely with the Jefferson County Commission to make our communities and the region more attractive to business. While each community wants to encourage businesses to locate within its boundaries, we are determined not to do so at the expense of our neighbors. Inevitably, some businesses, for their own reasons, will choose to explore re-location from one community in Jefferson County to another. In such instances, we believe a balance should be struck between giving the first community the opportunity to retain the business while also allowing the second community or communities the opportunity to attract it. However, if a business has not expressed an interest in re-locating, we believe that other communities should not actively pursue or "poach" that company to encourage it to move from its current location.

With the global economic environment as dynamic and uncertain as ever, proactive regionalism can be a powerful economic development tool. As local economies have become regional in nature, economic growth among neighboring communities may be better facilitated by collaborative efforts in job attraction, retention and expansion of existing businesses. Movement of an existing business within the region, while beneficial in the short-run to the receiving municipality, does not benefit the region in the long-run, and, it wastes precious resources that could be otherwise utilized for attraction and growth. A regionally focused economic policy best ensures keeping businesses within the region. Regional cooperation among the Jefferson County cities - working together - in the economic development area will convince businesses that Jefferson County is an excellent place to do business.

We recognize that no commitment is of value without an inherent level of trust in the integrity of one another and a commitment from each of us to conduct ourselves at the highest levels of professional conduct. The Mayor's Association of Jefferson County was founded on the respect and trust of its members. We also recognize that as a region, our individual municipalities are interconnected and that we share a common fate. It is within the spirit of this framework we set forth the following principles.

Purpose:

This pledge represents a commitment by the signatories to work together for economic development in Jefferson County. We hereby declare our intention to collaborate with our neighboring municipalities in good faith by refusing to deploy incentives and other tools to lure businesses away from their current city of residence within Jefferson County.

Principles:

- We commit to establishing trust in one another and to exhibit the highest level of professional conduct and integrity.
- We agree that Jefferson County's economy will be stronger if its communities work together rather than against each other.

- We agree that we should focus our economic development efforts on the attraction of new businesses, the retention and expansion of existing businesses, and the promotion of our collective community as a good place to do business.
- We agree that the focus of economic development efforts should not be on encouraging companies from one community to move to another within the county, because this interneine competition results in no new job growth for the region.
- We are committed to the promotion of Jefferson County as a desirable business location for new and expanding companies.
- We are committed to sharing data and information among our membership to facilitate fair and competitive economic development efforts.

Business Attraction and Retention Protocols:

In the interest of promoting the economic well-being and growth of our communities, we, the undersigned, pledge our support for the following protocols.

- We will not actively pursue a business to move from its current location in Jefferson County to our municipality. 'Actively pursue' means to initiate contact with the business directly, with the intent of luring the business through cold calls, visits, mail solicitations, or marketing directed specifically at that business. This does not preclude a municipality from generally marketing itself as a good place to do business or generally advising its residents about the benefits of locating a business there.
- If a business is seeking to move from one municipality in Jefferson County to another: We will advise the business that we will not offer financial incentives (sales and property tax abatements, construction sales tax abatements, or any other revenue enhancements through tax relief), free or discounted land, or a lease below market value. This includes abatements and incentives sought through the Industrial Development Board (IDB) and Downtown Redevelopment Authority (DRA) where applicable.

Infrastructure issues related to city-owned right-of-way (ROW) will be referred to the Advisory Consulting Committee.

- Business expansions from one municipality to another within Jefferson County that result in no net job loss to the original municipality are not included in this pledge.
- New businesses to Jefferson County are not included in this pledge. When possible, however, municipalities will actively work with one another.
- Confidentiality: Cities should be committed to sharing with each other as much information as is necessary and prudent regarding relocation. The guiding principle shall be that "more information is better than less." However, in instances where a prospect wishes to remain completely confidential with an individual city, that city shall honor the prospect's confidentiality until the prospect chooses to announce.

Over-sight:

- In order to provide a forum for answering questions about what constitutes poaching activities versus non-poaching activities, we will establish a 4-member Advisory Consulting Committee which includes a large, medium, and smaller city representative and a member of the Jefferson County Commission.
- Noncompliance with the terms of this pledge may impact consideration for regional incentives.

APPENDIX 2

SIGNED

Jefferson County Coalition of Mayors
Good Neighbor Pledge
(April 2019)

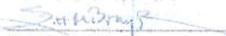

Mayor of Argo
Betty Bradley


Mayor of Fairfield
Eddie Penny


Mayor of Bessemer
Kenneth Gulley


Mayor of Gaysville
Julio Davis


Mayor of Birmingham
Randall Woodfin

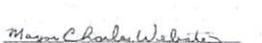

Mayor of Honorwood
Scott McBrayer


Mayor of Brighton
Eddie Cooper


Mayor of Hoober
Frank Bracato


Mayor of Center Point
Tom Henderson


Mayor of Upscomb
Tom Henderson


Mayor of Clay
Charles Webster


Mayor of Midfield
Gary Richardson


Mayor of Mountain Brook
Stewart Welch


Mayor of Vestavia Hills
Ashley Curry

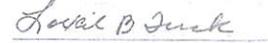

Mayor of Mulga
Keith Varner


Mayor of Vardner
Johnny Rainland


Mayor of Pleasant Grove
Jerry Brasselle


Mayor of West Jefferson
Charles Nix


Mayor of Sylvan Springs
Steven H. Parsons


Mayor of Tarrant
Loxell Tuck


Mayor of Calhoun
Greg Rogers


Mayor of Trussville
Buddy Choat

Proposed Amendment to the Professional District (Article X)

Recent Background

On March 25, the city council held a public hearing on the proposed amendment to the professional district, and voted to carry it over to its meeting of April 23, 2019. The city council requested that language be added to the amendment to require notification of property owners within a 500-foot radius of any property requesting approval of a conditional use. Language was also added as to the type of materials that may be submitted with such a conditional use request, and what the submittal deadline would be.

On February 25, 2019, the city council held a public hearing on the proposed amendment to the professional district, and voted to carry it over to its meeting of March 25, 2019. Minor changes were made to the draft amendment, which was re-noticed for the meeting of March 25, 2019.

The planning commission, on January 7, 2019, and February 4, 2019 held public hearings on a pending rezoning proposal of the Kneseth Israel property on Overton Road, which has been further postponed the planning commission meeting of May 6, 2019. The proposal is to rezone the property from Res-A district to Professional district.

The rezoning proposal involves the conversion of the existing KI facility to an outpatient plastic surgery practice; a professional office for physicians specializing in plastic surgery - not to be used as a clinic. Proposed hours of operation are from 7:30a-5:00p M-F.

While it is noted that there is a good deal of community opposition to the rezoning case, some members of the planning commission (and some of the neighboring residents) expressed concern, perhaps not so much about the proposed use, itself, but about potential future uses allowed in the professional district, should the property be rezoned and the applicant vacate the premises in the future.

Proposed Amendment to the Professional District

The on-going rezoning case at KI has shed some light on the professional district regulations, and caused staff and the planning commission to take a closer look at these regulations. A 2-pronged approach to revisions to the professional district regulations has been recommended for approval by the planning commission:

Prong #1: Eliminate the antiquated uses (1. and 2.) noted below.

In addition to professional offices, the district regulations currently allow for:

- 1. Private schools for the teaching of dance, music and other courses, and;
2. The assembling of frames.

Both of these uses were added to the professional district to accommodate previous businesses which were located in the professional district; these are no longer located on any lot zoned professional district in the city.

The idea behind allowing professional offices in a zoning category separate from the local business district is to provide transitional areas between the villages and the surrounding residential areas. Private schools and the assembling of frames don't necessarily lend themselves to transitional characteristics, and so it is proposed to remove these uses from the professional district regulations.

Prong #2: Make the remaining permitted uses (professional offices) subject to the city council conditional use process going forward.

The ordinance is proposed to be amended such that any properties zoned to the professional district after the effective date of the amendment would be subject to city council approval of a conditional use for any proposed professional office use in said district. Condition use approval would ensure the implementation of appropriate measures to mitigate potential any potential negative effects on adjoining properties (such as landscape buffers, hours of operation, parking, lighting restrictions, etc.) This is similar to the process outlined for conditional uses in the local business district.

As drafted, properties that are currently zoned professional district would not be subject to the conditional use process. There are currently 15 properties that fall into this zoning category in the city (see attached maps for locations):

- Crestline Village: 6 lots, all in transitional locations
English Village: 6 lots, all in transitional locations
Overton Village: 2 lots, in transitional locations
Hwy 280: 1 lot in transitional location

None of the businesses on these lots has changed in the past 11 years.

City Council Action

If it be the wish of the city council, it could approve the changes to the professional district as drafted, approve one of the two "prongs," reject the proposed changes in its entirety, or recommend revisions to the changes.

Relationship of the Proposed Amendment to the KI Rezoning Case

Should the council approve Prong-2 (conditional use process), the KI rezoning case would be subject to the new regulations; and the planning commission would carry on with its review of the case and make a recommendation to the city council on the rezoning (the applicant for the rezoning case requested at the February, March and April PC meetings that the case be carried over until such a time that the city council took action on the proposed revisions to the professional district).

It is important to note that any city council approval of the proposed professional district revisions would in no way bind the city council to an approval of a future rezoning request of the KI property to the professional district.

APPENDIX 3

NOTICE OF PUBLIC HEARING
PROPOSED AMENDMENTS TO THE ZONING ORDINANCE

Notice is hereby given that at a regular meeting of the City Council of the City of Mountain Brook to be held on Tuesday, April 23, 2019, at 7:00 p.m., in the Council Chamber of the Mountain Brook City Hall located at 56 Church Street, Mountain Brook, Alabama 35213, the City Council will hold a public hearing to consider proposed amendments to Chapter 129 of the Code of the City of Mountain Brook as it pertains to Article X Professional District, a proposal that the City Council adopt an ordinance in words and figures substantially as follows:

ORDINANCE NO.

AN ORDINANCE AMENDING ARTICLE X OF THE CITY CODE

BE IT ORDAINED by the City Council of the City of Mountain Brook, Alabama, that Article X of the City Code is hereby adding Section 129-50, and amending Sections 129-151 and 129-153 as follows:

Section 1.

ARTICLE X. - PROFESSIONAL DISTRICT

Sec. 129-150. - Intent and purpose.

The Professional District is intended to provide appropriate scaled buildings for professional offices. The district may be applied to sites which can establish an effective transition to adjacent residential neighborhoods.

Sec. 129-151. - Permitted uses.

(a) The uses permitted in Professional Districts shall be as follows:

- 1. Professional offices
2. Accessory structures customarily incidental to the uses permitted by this section 129-151.

(b) Conditions on Permitted Uses. All uses in the Professional District shall be conditional uses and shall only be permitted with prior written approval of the city council. Conditional uses are uses which may be acceptable within the Professional District, based on specific circumstances and mitigating site design provisions that would eliminate the potential for these uses to otherwise have negative impacts on adjacent property or other uses in the vicinity. Therefore, they require special review to better determine if the circumstances and design provisions for the proposed use, when applied to a specific site, are sufficient to mitigate any potential negative impacts. Proposed conditional uses will be reviewed as to the following:

- 1. Whether the use would disparately impact public parking in the area;

- 2. Whether vehicular or pedestrian circulation would be adversely impacted by the use;
3. Whether the use would adversely impact surrounding existing uses;
4. Whether the hours of operation or peak traffic times would adversely impact the surrounding properties and public streets;
5. Whether sufficient landscape buffers exist or are proposed along any adjoining residential properties;
6. Whether existing or proposed exterior lighting is sufficiently designed so as not to spill onto adjoining properties.

(c) The city council may require the party applying for the approval of such conditional use to furnish to the city council any or all of the following information and documents and such additional information and documents which the city council may consider necessary or helpful in deciding whether to approve such requested conditional use:

- 1. A survey of the property;
2. A topographical survey of the property;
3. A site plan for the property, showing the location, size, height and elevation of all existing and proposed improvements, the location, number and size of parking spaces and such other information about the existing and proposed improvements and the development plan for the property which the planning commission considers reasonably necessary for its consideration of the request for approval;
4. Plans for all proposed improvements;
5. The type of construction materials to be used in the proposed improvements;
6. A traffic study with respect to the traffic expected to be generated by the use;
7. Information concerning outdoor lighting;
8. The hours of operation of the activities proposed to be conducted on the property;
9. Information concerning the visibility of the proposed improvements from adjacent property, buildings and public streets;
10. Information concerning the proposed screening of the proposed improvements by fences, walls, berms, shrubs, trees or other means;
11. Whether any trees or other vegetation which would serve to screen the proposed improvements and the use thereof from adjacent property will be removed from the property; and
12. Information concerning vehicles, equipment and materials which may be stored on the property or within the improvements.

All materials and information required to be submitted must be submitted to the zoning officer at least 24 days prior to consideration of any application for such conditional use.

2044

- (d) The city council shall hold a public hearing for the consideration of any such conditional use, after giving at least ten days' notice thereof. For purposes of this section, written notice of public hearings held by the city council shall be sent, by United States mail, to all property owners, any portion of whose property lies within 500 feet of any portion of the parcel included in a request for conditional use consideration. For the purpose of such notice, the owner of a parcel shall be considered to be the person who is shown as the owner of such parcel according to the records of the tax assessor of Jefferson County, Alabama. If a public hearing is continued or postponed during the meeting of the city council during which such hearing was held or was scheduled to have been held, no notice of such continued or postponed hearing need be given.
- (e) Any use established and permitted by right in the Professional District prior to April 23, 2019 shall be permitted to continue in the same location without regard to these provisions, provided that such use is not expanded. However, should such use be expanded, such expansion shall require prior written approval of the city council per subsection (b) of this section.
- (f) A Professional Office use established on or after April 23, 2019 and permitted after city council review and approval under subsection (b) of this section may be replaced by another Professional Office use if the zoning officer determines that there are non-material changes for the proposed professional use utilizing the criteria for review outlined in subsection (b). In the absence of such a determination, city council review of the replacement use shall be required under subsection (b).

Sec. 129-153. - Additional requirements and provisions.

- (a) Service yards. On any parcel on which a professional building is hereafter built, the construction of which is started after the effective date of this chapter, there shall be provided a service yard, the size of which shall be sufficient to serve the needs of the occupants of the building, and which shall be located at the rear of such office building. The service yard shall have access to a street, alley or driveway and shall provide adequate accommodations for the handling of waste and garbage and for the loading and unloading of vehicles. The service yard shall be paved with asphalt or concrete and shall be enclosed with an opaque wall or fence of permanent construction, at least 6 feet, but no more than 8 feet, in height, and designed and constructed to conceal the service yard from visibility from outside such wall or fence. The entrance to the service yard shall be screened by a gate constructed of an opaque material, which gate must be at least 6 feet, but not more than 8 feet, in height. No part of the service yard may be used to satisfy the offstreet parking requirements of this article.
- (b) Building setbacks. Any professional office, the construction of which is started after the effective date, shall not be located closer to the front lot line than 35 feet, or the front line of the principal structure on the adjacent property located in a residential district, whichever is greater."

- 2. **Repealer.** All ordinances or parts of ordinances heretofore adopted by the City Council of the City of Mountain Brook, Alabama that are inconsistent with the provisions of this ordinance are hereby expressly repealed.
- 3. **Severability.** If any part, section or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect notwithstanding such holding.
- 4. **Effective Date.** This ordinance shall become effective immediately upon adoption and publication as provided by law.

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

For questions concerning the proposed zoning amendment, please contact:

Dana Hazen, AICP, MPA
 Director of Planning, Building & Sustainability
 205/802-3816
hazen@mmbrook.org

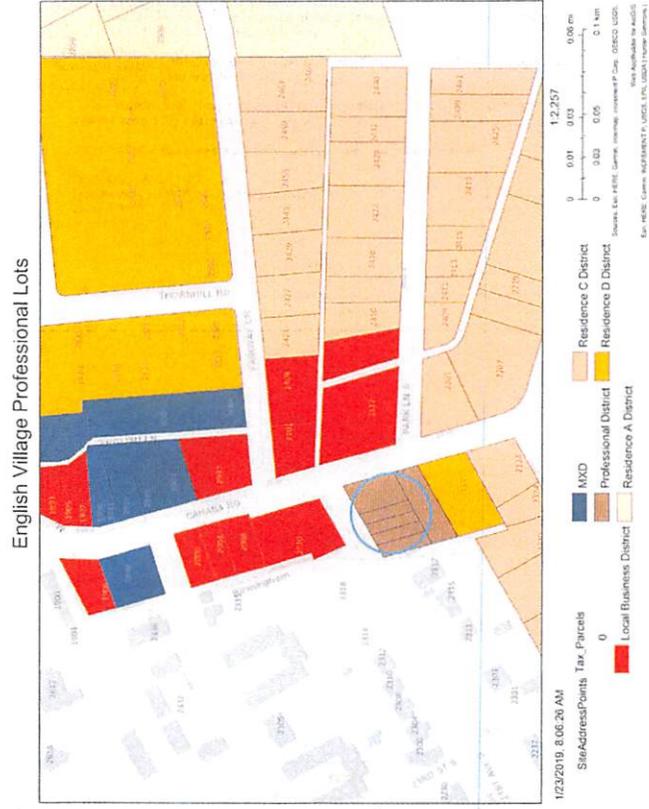
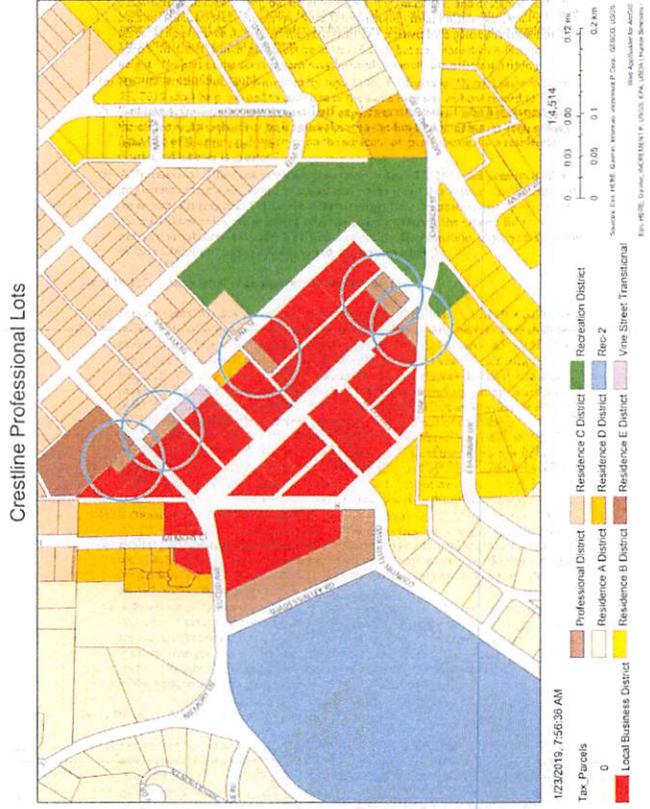
CERTIFICATION

I, Tammy Reid, Administrative Analyst for the City of Mountain Brook, Alabama, do hereby certify that I have caused notice of the proposed amendment to the zoning ordinance and of public meeting thereupon set forth above to be published and provided in the manner specified by Article XXV, Sec. 12-431, of the Mountain Brook City Code. I further certify that I have posted said notice in four conspicuous places within the City of Mountain Brook, in the manner and within the time permitted by law, said places being:

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

Tammy Reid
 Tammy Reid, Administrative Analyst
 4-5-19

APPENDIX 4





SYLVION S. MOSS, ESQ.
LAW WORKS, LLC
THE LAYMARK CENTER, SUITE 600
2100 FIRST AVENUE NORTH
BIRMINGHAM, ALABAMA 35203
T (205) 328-8445
F (800) 855-0628
WWW.REDMOUNTAINLAWGROUP.COM
SYLVION@LAWWORKSLLC.COM

Mayor Stewart H. Welch III
Mountain Brook City Council
April 22, 2019
Page 2

April 22, 2019

Via Email to stewart@welchgroup.com
The Honorable Stewart H. Welch III
Mayor, City of Mountain Brook

Via Email to hazend@mtnbrook.org
Billy Pritchard
Councilmember, City of Mountain Brook

Via Email to hazend@mtnbrook.org
Virginia C. Smith
Council President, City of Mountain Brook

Via Email to hazend@mtnbrook.org
Lloyd Shelton
Councilmember, City of Mountain Brook

Via Email to hazend@mtnbrook.org
Alice Womack
Councilmember, City of Mountain Brook

Via Email to hazend@mtnbrook.org
Dana O. Hazen, MPA, AICP

Via Email to hazend@mtnbrook.org
Philip Black
Councilmember, City of Mountain Brook

Via Email to gastons@mtnbrook.org
Sam Gaston, City Manager

Re: Proposed Amendment to Article X of the Mountain Brook City Code ("Amendment")
Rezoning Application Number P-19-02 ("KI Rezoning Application")

Ladies and Gentlemen:

This firm has been retained by Mr. Raheel Farough in connection with the above-referenced Amendment and the KI Rezoning Application. This letter reflects and represents the position and opinion not only of Mr. Farough, but of a sizeable group of neighbors in the Overton Road area of Mountain Brook, specifically in the vicinity of the Knesseth Israel Synagogue property (collectively, the "Overton Community"), who have authorized Mr. Farough to represent their concerns.

The Amendment is set for public hearing tomorrow, April 23, 2019, and the purpose of this letter is to express the position of Mr. Farough and the Overton Community as follows:

- 1. The Amendment should not be approved as drafted.
2. The City Council should delay a vote on the Amendment until it is further revised to address the following concerns:
a. Professional Districts are designed as a transition from residential to business. The Amendment should codify that intent by stating that Professional Districts must border another business district (the "Contiguity Requirement"). This will prevent Professional Districts from being considered within a neighborhood, or between residential uses. In this manner these districts will be limited, as designed, to transition between residential and business uses.
b. In the event a Professional District exists currently or is created through rezoning, and the use subsequently changes in any manner, the Amendment gives the zoning staff alone the power, without public notice of any kind, to determine whether such change qualifies as "expanded" (129-151(c)) or "non-material" (129-151(d)) and then, upon the unilateral determination that it is not "expanded" or "material" may allow the new use. If that decision is made, and then appealed, not only the applicant but also the appellant will look to the City for a remedy. The Amendment should discourage that result by requiring notice and an opportunity to be heard prior to approval of any (i) change, modification, expansion in use or (ii) change in ownership of a property within a Professional District ("Change in Use Notice Requirement").

I, along with other members of the Overton Community, will discuss further the rationale behind these requests at the Public Hearing tomorrow. In the interim I hope this letter will provide sufficient basis for the Mayor, Council Members, the Planning Director, and City Manager to incorporate the Contiguity and Change in Use Notice Requirements in the Amendment prior to that time. I will attend the pre-meeting tomorrow, should you have specific questions. Please email me at sylvion@lawworksllc.com or call 205.421.9077 if you need additional information or would like to discuss these matters.

Best Regards,

Sylvion S. Moss

/ssm

c: Whit Colvin, Esq. (via email only to whitcolvin@bishoecolvin.com)

APPENDIX 4

4/22/2019 City of Mountain Brook Mail - FW: Proposed Amendment to Article A of the Mountain Brook City Code



Steve Boone <boones@mtnbrook.org>

Fwd: Proposed Amendment to Article X of the Mountain Brook City Code

1 message

Dana Hazen <hazend@mtnbrook.org>
To: Steve Boone <boones@mtnbrook.org>

Tue, Apr 23, 2019 at 9:52 AM

----- Forwarded message -----

From: Collins Wise <collinswise@hotmail.com>
Date: Tue, Apr 23, 2019 at 7:25 AM
Subject: Proposed Amendment to Article X of the Mountain Brook City Code
To: gastons@mtnbrook.org <gastons@mtnbrook.org>, hazend@mtnbrook.org <hazend@mtnbrook.org>, reidl@mtnbrook.org <reidl@mtnbrook.org>, simmonsh@mtnbrook.org <simmonsh@mtnbrook.org>

I am writing to express my position on the Proposed Amendment to Article X of the Mountain Brook City Code ("Amendment"). Please forward my message to the Planning Board Members, Mayor and the City Council Members.

- 1. The Amendment should not be approved as drafted.
2. The City Council should delay a vote on the Amendment until it is further revised to address the following concerns:
a. Professional Districts are designed as a transition from residential to business. The Amendment should codify that intent by stating that Professional Districts must border another business district (the "Contiguity Requirement"). This will prevent Professional Districts from being considered within a neighborhood, or between residential uses. In this manner these districts will be limited, as designed, to transition between residential and business uses.
b. In the event a Professional District exists currently or is created through rezoning, and the use subsequently changes in any manner, the Amendment gives the zoning staff alone the power, without public notice of any kind, to determine whether such change qualifies as "expanded" (129-151(c)) or "non-material" (129-151(d)) and then, upon the unilateral determination that it is not "expanded" or "material" may allow the new use. If that decision is made, and then appealed, not only the applicant but also the appellant will look to the City for a remedy. The Amendment should discourage that result by requiring notice and an opportunity to be heard prior to approval of any (i) change, modification, expansion in use or (ii) change in ownership of a property within a Professional District ("Change in Use Notice Requirement").

Thank you,
Joseph Wise

4/22/2019 City of Mountain Brook Mail - FW: Proposed Amendment to Article A of the Mountain Brook City Code

Dana O. Hazen, MPA, AICP
Director of Planning, Building & Sustainability

205/802-3816 phone
205/679-6913 fax
City of Mountain Brook
56 Church Street
Mountain Brook, AL 35213