

**MOUNTAIN BROOK CITY COUNCIL  
PRE-MEETING DISCUSSION  
AUGUST 12, 2019**

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The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 6:00 p.m. on the 12th day of August, 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  
Stewart Welch III, Mayor

Absent: Philip E. Black  
Alice B. Womack

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

**1.** The Mountain Brook Emergency Communications District (E911) District Board of Commissioners met privately pursuant to Alabama law with Cathy Cook, Department of Examiners of Public Accounts, concerning the recent biennial financial and compliance audit.

**2. AGENDA**

1. Proposed bridge projects for Old Brook Trail and Canterbury Road—Blair Perry with Gresham Smith (the public involvement meeting is scheduled for August 15<sup>th</sup> from 5-7pm), **Appendix 1**
  - The design work is 60% complete
  - The engineer is striving to request bids in July 2020
  - The Caldwell Mill Road bridge may be bid later this year. Construction may take 6-months or less.
  - Canterbury Road can be pushed back to fall in order to schedule construction (mostly under the bridge) during the summer to minimize traffic issues
2. Set date for public involvement meeting on Caldwell Mill Road bridge replacement project—Blair Perry with Gresham Smith. This public involvement meeting can be set for mid to late September 2019. The Council requested a formal presentation followed by an opportunity for the public to offer questions. The date and time will be determined soon.
3. Amend Council's policies on board appointments—Virginia Smith (Resolution No. 2019-111 was added to the formal meeting agenda)
4. Proposed ordinance prohibiting employee parking on certain streets in Mountain Brook Village—Chief Cook and Sam Gaston, **Appendix 2**. (The Chamber Director plans to obtain feedback from the Mountain Brook Village merchants. This matter will be brought back for formal consideration at a later date.)
5. Review of the other matters to be considered at the formal (7 p.m.) meeting

**3. EXECUTIVE SESSION AND ADJOURNMENT**

There being no further matters for discussion, Council President Pro Tempore Pritchard made a motion that the City Council convene in executive session to discuss a matter involving good name and

character. The City Attorney verbally certified that the subject matter of the executive session is permissible under the Open Meetings Act. The motion was seconded by Council President Smith. 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

Nays: None

Council President Smith thereupon declared that said motion carried by a vote of 3—0. She then announced that the City Council shall reconvene upon conclusion of the executive session at approximately 7 p.m. in Room A108. The pre-meeting was then adjourned at approximately 6:20 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 August 12, 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

Approved by City Council August 26, 2019



# Gresham Smith

ALDOT Project No. STPBH-3716( )  
Bridge Replacement on Old Brook Trail over Little Shades Creek and  
Bridge Rehabilitation on Canterbury Road over Watkins Creek  
Mountain Brook, AL

Project Information and Update  
August 12, 2019

**General Project Information**

1. Both bridges are federally funded (80% federal + 20% local match)
2. Both bridges are part of a single ALDOT project. Both bridges will be advertised and bid together and constructed as part of a single construction project.
3. Current schedule\* (subject to change):
  - a. Begin right of way acquisition – November 1, 2019
  - b. Submit final plans to ALDOT – June 5, 2020
  - c. ALDOT bid opening – July 31, 2020
  - d. Begin construction – October 2020
  - e. Construction duration – approximately one year

\* Current Gresham Smith schedule. Dates in ALDOT's system may differ but can be adjusted as the project progresses.

This schedule is dependent on:

- ALDOT scheduling and completing various plan reviews
- ALDOT and FHWA approval of environmental documents
- Time to acquire additional right of way – currently assuming 90 days
- Utility relocation work (currently unknown)

**Bridge Replacement on Old Brook Trail over Little Shades Creek**

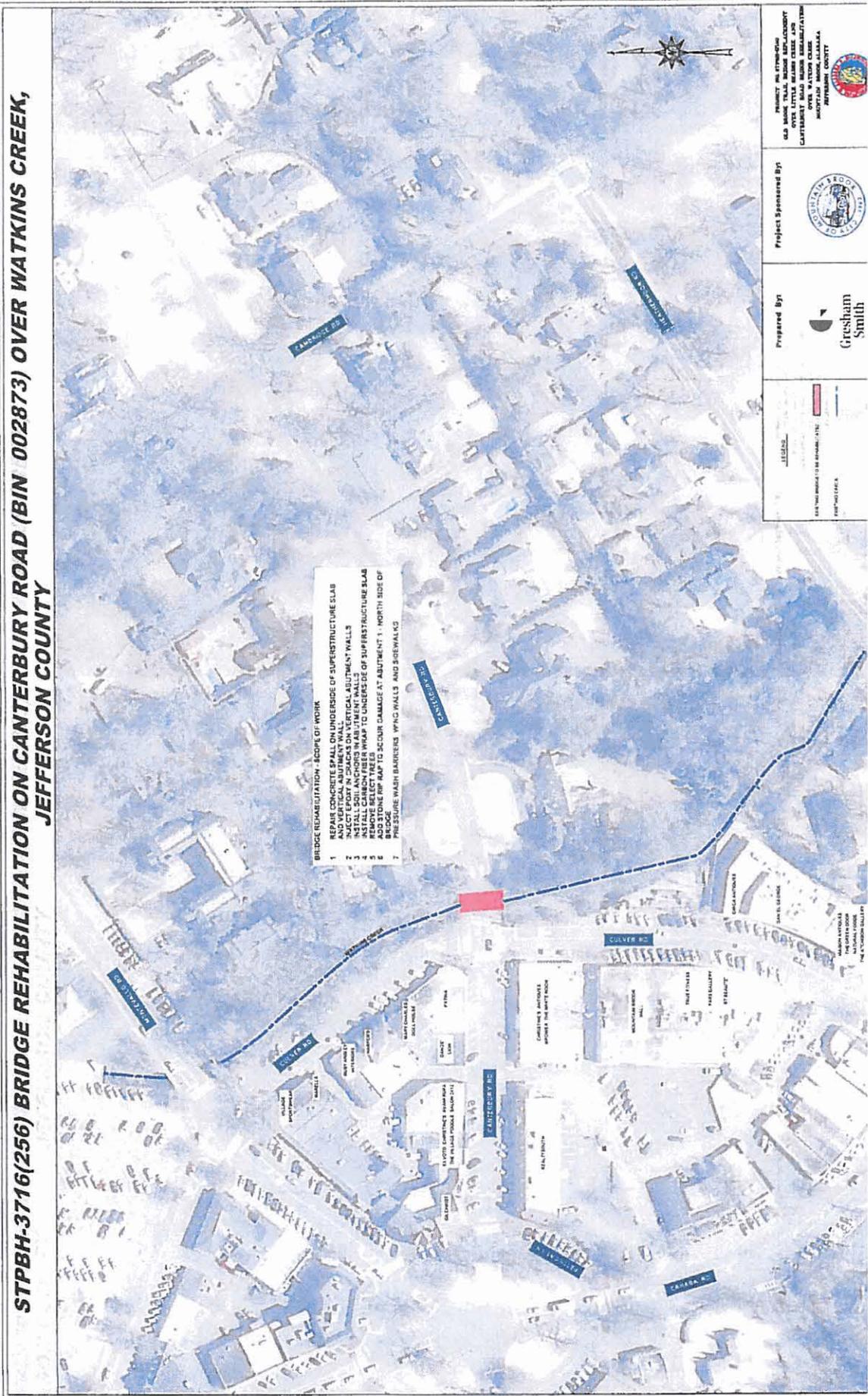
1. We estimate that it will take the Contractor 7-8 months to remove the existing bridge and construct the new bridge. Old Brook Trail will be closed at the bridge site during this time; the remainder of Old Brook Trail will remain open to local traffic. Access will be maintained to the properties adjacent to the project at all times.

**Bridge Rehabilitation on Canterbury Road over Watkins Creek**

1. We estimate that it will take the Contractor 3 months to complete the rehabilitation work.
2. The majority of the work will be done under the bridge.
3. The work will require temporary (work day) lane closures on Canterbury Road, Culver Road and Petticoat Lane. The Contractor will provide traffic control and flaggers to maintain traffic flow. No long-term lane or road closures are planned at this time.
4. Gresham Smith and the City will need to determine location for Contractor to stage and park construction vehicles.

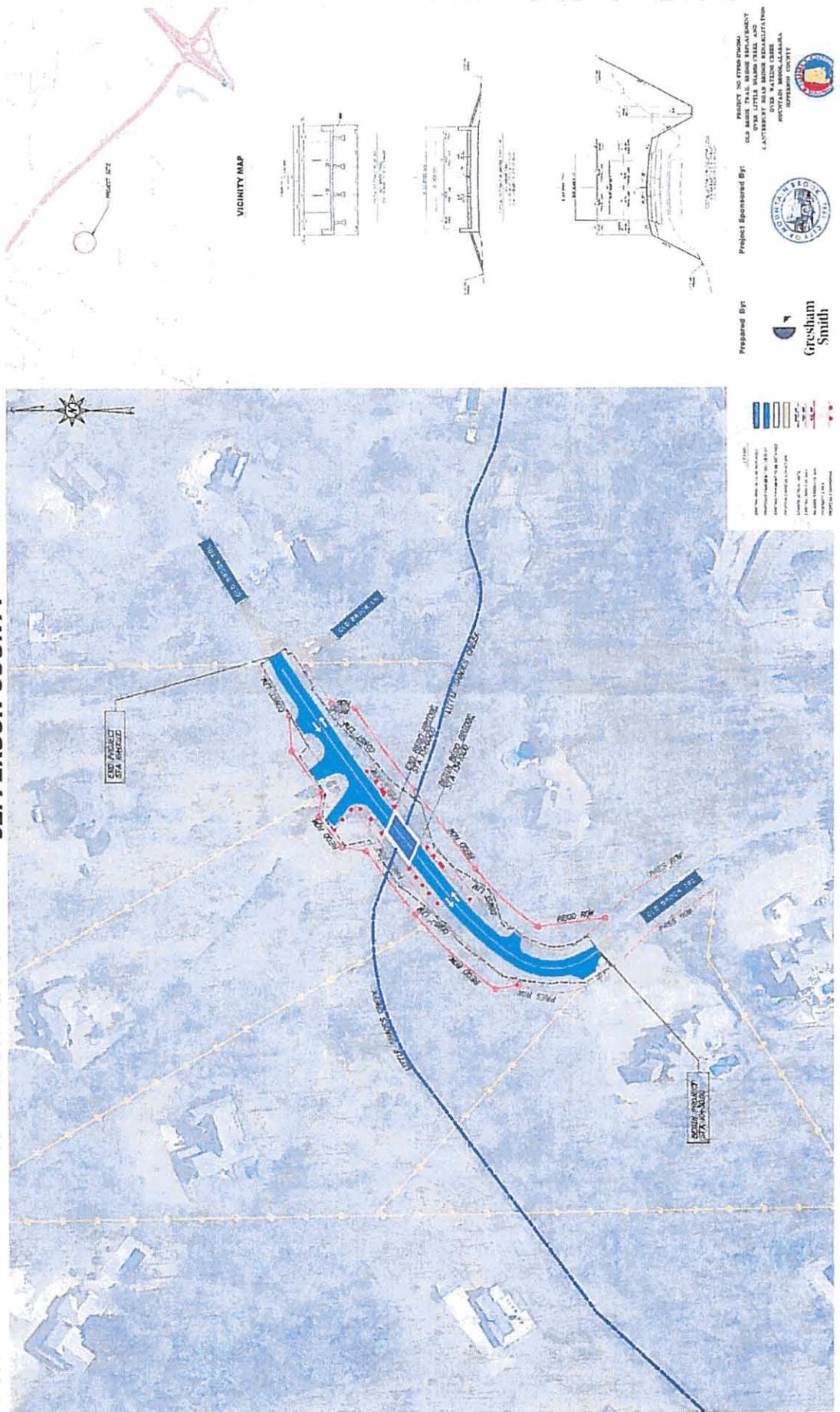
Genuine Ingenuity  
3595 Grandview Parkway • Suite 300 • Birmingham, AL 35243 • 205.298.9200 • GreshamSmith.com

APPENDIX I



APPENDIX I

**STPBH-3716(256) BRIDGE REPLACEMENT ON OLD BROOK TRAIL (BIN 012869) OVER LITTLE SHADES CREEK, JEFFERSON COUNTY**



Prepared By: **Gresham Smith**

Project Sponsored By: **JEFFERSON COUNTY**

PROJECT NO. STPBH-3716(256)  
 OLD BROOK TRAIL BRIDGE REPLACEMENT  
 OVER LITTLE SHADES CREEK AND  
 LITTLE BROOK TRAIL  
 JEFFERSON COUNTY, ALABAMA  
 PROJECT NO. 12869

ORDINANCE NO. 1400

**AN ORDINANCE TO PROHIBIT EMPLOYEES AND OTHERS ASSOCIATED WITH CERTAIN BUSINESSES FROM PARKING MOTOR VEHICLES IN CERTAIN LOCATIONS**

WHEREAS, the City Council of the City of Mountain Brook has determined that it is essential to the well-being of the citizens of the City of Mountain Brook that the City maintain a strong commercial economic base as a source of revenue by means of sales taxes, license fees and ad valorem taxes from commercial and professional enterprises (collectively, "Businesses"); and

WHEREAS, the City Council has determined that for the Businesses in the City to be successful and to continue to provide a tax base for the City, they must have adequate parking areas for their customers and employees; and

WHEREAS, the City Council has determined that in the commercial area of the City generally known as Crestline Village and Mountain Brook Village there are an insufficient number of private or off-street parking spaces for the customers and employees of the Businesses located in Crestline Village these areas; and

WHEREAS, the City Council has determined that it is essential that there be an adequate number of parking spaces in Crestline Village and Mountain Brook Village to attract customers to the Businesses located in Crestline Village these areas so that Crestline Village and Mountain Brook Village will remain a viable commercial and professional areas and help provide a tax base for the City; and

WHEREAS, the City Council recognizes that the employees of the Businesses must have access to adequate parking areas so as to enable them to have convenient access to their jobs; and

WHEREAS, the City Council has determined that there is an adequate number of private and public parking spaces in Crestline Village and Mountain Brook Village for the customers and employees of the Businesses in Crestline Village and Mountain Brook Village, and that to achieve the optimum economic benefit from the public parking spaces in Crestline Village these areas it is necessary to proscribe the use by employees of certain public parking places during certain periods of time.

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

1. It shall be unlawful for any person who is an employee, agent, representative, independent contractor, individual proprietor, partner or officer of, or associated with, any Business (whether such Business is operated as an individual proprietorship, an independent contractor, a corporation, a partnership, an association, a firm or any other form or type of business entity or organization) located within Crestline Village or Mountain Brook Village or who is an employee of the City of Mountain Brook (individually, "Employee" and, collectively, "Employees") to park any motor vehicle on Church Street, Oak Street, Hoyt Lane or the portion of Dexter Avenue located between Church Street and Vine Street, or Canterbury Road during the following hours: from 8:00 A.M. to 5:00 P.M. on Mondays through Saturdays when the State of Alabama observes daylight savings time and from 8:00 A.M. to 4:30 P.M. during the remainder of the year, with the exception of the parking spaces located on the easterly side of the portion of Oak Street which is adjacent to the City's fire department building and the parking spaces located on the southerly side of the portion of Hoyt Lane which is adjacent to said fire department building, which parking spaces may be used by the Employees of the City's fire

department; provided, however, that the prohibition against Employees parking in said areas during said hours shall not apply to Employees on any day on which they are not serving in the capacity as an Employee or during the hours before their workday begins or after their workday ends.

2. Signs shall be erected adjacent to, or near, the public parking spaces on Church Street, Oak Street, Hoyt Lane and, said portion of Dexter Avenue, and Canterbury Road giving notice that Employees of Businesses in Crestline Village and Mountain Brook Village may not park a motor vehicle in the public parking spaces on said streets during the times proscribed by this ordinance.

3. Any person who is convicted of, or who admits, violating any provision of this ordinance shall pay a fine in the amount of \$50.00, rather than a fine as provided for in the fine schedule contained in Ordinance No. 1338.

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

5. The sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional or otherwise invalid by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional or invalid phrase, clause, sentence, paragraph or section.

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

7. This ordinance shall supersede and replace Ordinance 1400. Ordinance 1400 is hereby repealed.

ADOPTED this the 14th day of February, 2000/July, 2019.

Council President

APPROVED this the 14th day of February, 2000/July, 2019.

Mayor

APPENDIX 2



CITY OF MOUNTAIN BROOK

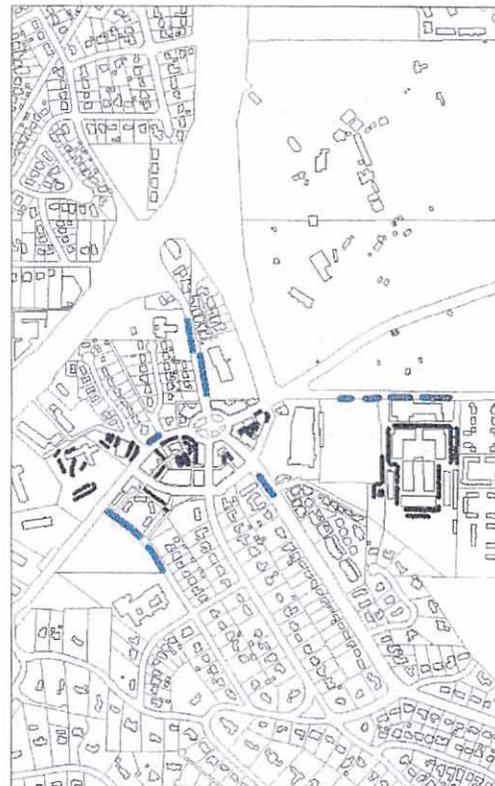
Dana G. Hazen, AICP  
 Director of Planning, Building & Sustainability  
 56 Church Street  
 Mountain Brook, Alabama 35213  
 Telephone: 205/802-3816  
 Fax: 205/879-6913  
 hazend@mtbrook.org  
 www.mtbrook.org

DATE: August 12, 2019  
 TO: Mayor, City Council & City Manager  
 FROM: Dana Hazen, City Planner  
 RE: Employee Parking – Mountain Brook Village

A survey was done by staff during the summer of 2019, regarding the number of employees in the traditional village (minus Lane Parke and Village Dermatology) at a peak hour; compared to the number of all-day employee parking (on-street parking combined with private, on-site parking).

The results indicated that there is a small surplus (7 parking spaces) on all-day parking when compared to the employee need.

Village	Private On-Site Parking	Public All Day Parking	Total Employee Parking Available	Total Number of Employees at Peak Hour
MBV (Traditional)	220	292	512	505



**MINUTES OF THE REGULAR OF THE  
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK  
AUGUST 12, 2019**

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The City Council of the City of Mountain Brook, Alabama met in public session in the City Hall Council Chamber at approximately 7:00 p.m. on the 12th day of August, 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  
Stewart Welch III, Mayor

**Absent:** Philip E. Black  
Alice B. Womack

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**

Council President Smith recognized three Boy Scouts from Troop 53 in attendance for their Communications merit badge.

**2. CONSENT AGENDA**

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

Approval of the minutes of the July 22, 2019, regular meeting of the City Council

<b>2019-105</b>	Expression of gratitude to Jamie Gregory for his service on the Planning Commission	Exhibit 1
<b>2019-106</b>	Appoint Katie Wohlwend to the Villages Design Review Committee to service without compensation through August 23, 2019 (filling the unexpired term of Sally Legg)	Exhibit 2, Appendix 1
<b>2019-107</b>	Appoint Ashley Spotswood to the Villages Design Review Committee to serve without compensation through August 12, 2022	Exhibit 3, Appendix 2
<b>2019-108</b>	Appoint poll workers for the September 24, 2019, special election	Exhibit 4
<b>2019-109</b>	Authorize the proposed Cove Drive traffic island improvements and City's expenditure for same	Exhibit 5, Appendix 3
<b>2019-110</b>	Ratify the execution of a contractor agreement between the City and Reno Plumbing & Sewer Services, Inc., with respect to the installation of new water service at the Crestline Elementary School field	Exhibit 6, Appendix 4

- 2019-111** Amend the "Significant Accounting and Management Policies" of the City Council with respect to its Board Appointment policies Exhibit 7

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

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

Nays: None

Council President Smith thereupon declared that said minutes and resolutions (Nos. 2019-105 through 2019-111) are adopted by a vote of 3—0 and as evidence thereof she signed the same.

**3. CONSIDERATION OF AN ORDINANCE (NO. 2051) PERMITTING AND REGULATING THE SALE OF [OFF-PREMISES] ALCOHOLIC BEVERAGES BY APPROPRIATELY LICENSED BUSINESSES ON SUNDAY STARTING AT 10 A.M. IN THE CITY (EXHIBIT 8, APPENDIX 5)**

Council President Smith introduced the ordinance in writing. It was then moved by Council President Pro Tempore Pritchard that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended and that unanimous consent to the immediate consideration of said ordinance be given and that the reading of the ordinance at length be waived. The motion was seconded by Council member Shelton and was unanimously carried, as follows:

Ayes: Virginia C. Smith  
William S. ("Billy") Pritchard III  
Lloyd C. Shelton

Nays: None

Council President Smith declared the motion carried by a vote of 3—0.

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

Ayes: Virginia C. Smith  
William S. ("Billy") Pritchard III  
Lloyd C. Shelton

Nays: None

Council President Smith declared that the ordinance (No. 2051) is hereby adopted by a vote of 3—0 and, as evidence thereof, she signed the same.

**4. PUBLIC HEARING: CONSIDERATION AN ORDINANCE AMENDING THE LANE PARKE PLANNED UNIT DEVELOPMENT (PUD) MASTER DEVELOPMENT PLAN WITH RESPECT TO DRIVE-THROUGHS (EXHIBIT 9, APPENDICES 6 AND 7)**

Council President Smith introduced the ordinance in writing and announced that the City Council does not intend to vote on the proposal at tonight's meeting. She then invited opening comments from the developers' representatives.

Mel McElroy of 1901 6th Avenue North, Suite 2400, representing the applicant:

- Developer requests amendments to the PUD that includes: 1) ability to add two additional drive-throughs in the “Regions” block and another in the “Treadwell’s” block, 2) relocation of an approved drive-through to an alternate location within the same block, 3) a change to the access plan to accommodate the requested drive throughs and 4) an additional approval that requires a traffic study to be presented to the City Council for future drive-throughs
- Drive-throughs are only permissible for banks, pharmacies, dry cleaners, coffee shop and certain [fast casual] restaurants
- The developer has determined that prospective tenants are demanding a drive through
- Tonight, the request is only for a coffee shop with a drive-through in the middle of the “Regions” block

Virginia Smith:

Understood the approved PUD included three drive-throughs. Mr. McElroy pointed out two areas of the master plan where there is a conflict. In one area, the PUD mentions three drive-throughs and in another only two. His interpretation is that the PUD includes two drive-throughs.

Richard Caudle, PE with Skipper Consulting, traffic engineer for the applicant (Appendix 6):

- Skipper was engaged to perform a queue study for the proposed coffee shop with drive-through
- The drive-through entrance is on Jemison Lane and terminates onto Rele Street
- Only one existing queue study could be found but was not be used as it did not include minute-to-minute data/statistics needed to estimate the queue time frames
- Accordingly, Skipper selected two Star Bucks for study—one on U.S. Highway in Trussville and another on Montclair Road
- The studies were done on May 16 and 17 (Trussville) and May 20 (Montclair Road)
- Based on these studies, Skipper estimates that the proposed coffee shop will have vehicles that exceed the 9-vehicle drive-through capacity for a total 6 minutes during the morning peak hours (6:45a.m.—8:40a.m.)
  - The excess is projected to be one vehicle for 3-minutes which will block the pedestrian crosswalk along Jemison Lane
  - The excess is projected to be two vehicles for 1-minute which will block one lane of traffic on Jemison Lane
  - The excess is projected to be three to four vehicles for 2-minutes which will block both lanes on Jemison Lane
  - It is projected that there will be an excess of one vehicle for 3-minutes during the evening peak period (again, blocking only the pedestrian crosswalk)
- The ramifications of the blocked lane are 3-minutes in the late morning time (after school drop-off and outside the normal work commute)
- In response to a question by President Smith regarding the prohibition of left turn into the drive-through during the peak periods, Mr. Caudle questioned the enforceability of such an ordinance

Victor Hanson III of 2328 Chester Road, 35223:

- Confirmed that this vote, whenever it takes place, will have no mention to the fast casual issue
- The area has suffered mightily since this development was approved (referring to the loss of longstanding businesses)
- Questioned the need for another coffee shop in this area
- The drive-through coffee shop experience is significantly different than what exists currently at the Star Buck’s
- If approved, views this change will increase traffic in the area and change the nature of the existing Star Buck’s
- This proposal is a high-volume drive-through
- Questioned whether people that live outside of Mountain Brook Village truly understand the impact and implications of this change and the lost businesses over the past few years
- Urged the Council to deny the requested changes to the PUD

Patrick Darby 3115 Overhill Road, 35223:

- Views that there is no stated methodology for this queuing study
- Views the study as unsound and unreliable and should not be used for this decision
- Questions the statistical significance of the limited study periods and locations selected for study
- Even with the flaws, the study indicates there will be disruptions to traffic flow
- In his opinion, the study does not explain the magnitude of the traffic impact
- The timing of the excess queuing does not make sense being after the morning school drop-off and normal work commute
- Believes, the traffic delays and jams should be the Council's starting point for this evaluation

Pamela Baugh of 2605 Canterbury Road, 35223:

- Retired 6th grade science teacher
- The study periods are too short and therefore not representative
- The periods and times are not representative
- The study does not take into account the impact of delivery trucks in the area
- The area in question is not currently pedestrian friendly and believes this proposal will only exacerbate the problem

Simeon Johnson of 9 Woodhill Road, 35213:

- Requested the landscape plan be displayed (Appendix 7)
- Pointed out the various green areas that will be removed to accommodate the requested drive-through
- Estimates there will be 10-15 trees removed
- Wants it noted for the record that the developer's representative interprets the PUD to only include two drive-throughs

Warren Rhett of 2517 Canterbury Road, 35223:

- Did not realize the development might include any drive-throughs
- Thinks that all drive-throughs in the PUD should be re-evaluated
- The illustrations do not currently include any depictions of where the drive-throughs were contemplated to which President Smith responded that changes to the PUD were contemplated from the beginning and the drive-throughs were not illustrated because tenants were not known nor where they would ultimately be placed
- Feels further traffic study is warranted for such a decision

Dona Musgrave of 2620 Carriage Place, 35223:

- Drive-throughs encourage people not to get out of their cars
- Feels these businesses will cannibalize other businesses in the area
- Drive-throughs will impede traffic flow and pedestrian activity
- Too many restaurants have already been lost in the new development
- Urged council to wake-up as we do not need to replicate Trussville or Montclair Road in Mountain Brook Village

Patrick Adams of 3429 Brookwood Road, 35223:

- Has there been a follow-up traffic study to evaluate the merits of the pre-construction study?
- Such a study might give an indication as to the validity of the current queuing study

Richard Caudle:

- The only reasons to recommission a traffic study include: 1) significant change in square footage, 2) significant change in access, and/or 3) significant change in land uses
- None of these conditions exist so another traffic study is not warranted
- The effect of a delay is difficult to express because the road network has not been completed

John Somerville of 3028 Overhill Road, 35223:

- Because the project has not been defined, how can the Council approve this request?
- Does not understand what a fast casual dining is

- The request includes additional drive-through which he believes is tantamount approval of future applications regardless of conditions or traffic studies may be required for such future applications
- If we do not know the tenants or what green areas may be lost or altered, why not wait until we do know

Elizabeth Outland of 2901 Southwood Road, 35223:

- Noise associated with the proposed drive-throughs has not been addressed or considered

Norman Pless of 1 Clubview Drive:

- Questioned how many parking spaces may be lost [Ms. Hazen, there is currently a surplus of seven parking spaces and it is contemplated that 4-5 spaces may be lost if the plan is approved.]
- Can the Council require the developer to replace any lost green space?

Glenn Murdock of 2906 Canterbury Road, 35223:

- Apologized for unintentionally disrupting the meeting earlier
- Does not understand why Mr. Hanson cannot ask for a show of hands to voice their support for various opinions
- If the additional drive-throughs are approved, agrees with Mr. Somerville, that future applications and drive-throughs are facilitated once the applicant satisfies the Council's expressed criteria
- This proposal takes a key tenant out of Mountain Brook Village and relocate it to the new development
- From the beginning, many believed this development represented a lose-lose proposition. Pre-development, we had just what we needed. If Lane Parke was to be successful, a lot of inflow of traffic (not what the community wanted) would be required and the development would have to be destination shopping location. If the development proved not to generate the [unwanted] traffic, then it would become a blight on the community.
- Urged the Council to stick with the approved plan

[Mr. Hanson's request for a show of hands was denied by President Smith.]

Brooks Sanders of 2637 Heathermoor Road, 35223:

- The traffic study did not address traffic exiting the drive-through and whether back-up would occur along Rele Street

Richard Caudle:

- Cahaba Road will be widened facilitating traffic flow such that no congestion is contemplated along Rele Street as a result of the drive-through

Faye Clark or 2915 Canterbury Road, 35223:

- We have not green space and areas where trucks can turn around
- The village needs increased pedestrian traffic
- The area needs a post office, a pharmacy, a variety store, etc.

Council President Pro Tempore Pritchard stated and asked Mr. McElroy to confirm that one of the primary motivations of this [drive-through]request is that pharmacies today require a drive-through in order to relocated to a new area,

Elisabeth Lyman of 416 Meadowbrook Lane, 35213:

- Mr. Pritchard's assertion that for a pharmacy to be successful in 2019 it must have a drive-through
- Instead, for a pharmacy to be successful in 2019, it is all about customer service and relationships
- Believes that if a tenants request is approved, the next tenant will similarly seek additional concessions

There being no further questions or comments, Council President Pro Tempore Pritchard moved that the public hearing be continued. The motion to continue was seconded by Council President Smith. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia C. Smith  
 William S. ("Billy") Pritchard III  
 Lloyd C. Shelton

Nays: None

Council President Smith declared that the motion carried by a vote of 3—0.

## 5. ANNOUNCEMENTS

The next regular meeting of the City Council will be August 26, 2019, at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.

The City Council shall conduct an open work session concerning the proposed budget for the year ending September 30, 2020, on August 29, 2019, starting at 8:00 a.m. in the Room A106 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 8:40 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 regular meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Council Chamber (Room A108) on August 12, 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

Approved by City Council August 26, 2019

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## EXHIBIT 1

### RESOLUTION NO. 2019-105

**WHEREAS**, Jamie Gregory has served with distinction on the Mountain Brook Planning Commission from March 9, 2015, through June 24, 2019, having served as Secretary beginning in 2017; and

**WHEREAS**, Jamie Gregory brought invaluable insight to decisions regarding all of Mountain Brook and its various villages, giving thoughtful deliberation of all issues, with steadfast dedication to his community, and being instrumental in establishing a legacy of sound city planning for years to come; and

**WHEREAS**, While Jamie Gregory always approached each case with an open mind, he also possessed the fortitude to make tough recommendations, when necessary, to protect the community and to advance sound planning principles; and

**WHEREAS**, it is the desire of the residents of Mountain Brook to express their gratitude to Jamie Gregory for his unselfish service and tireless efforts while serving on the Planning Commission.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council and Mayor, on behalf of the residents of Mountain Brook, do publicly thank Jamie Gregory for his exemplary service and wish him well in future endeavors.

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**EXHIBIT 2**

**RESOLUTION NO. 2019-106**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that Katie Wohlwend is hereby appointed to the Village Design Review Committee, to serve without compensation, filling the unexpired term of Sally Legg through August 23, 2019.

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**APPENDIX 1**

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**EXHIBIT 3**

**RESOLUTION NO. 2019-107**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that Ashley Spotswood is hereby appointed to the Village Design Review Committee to serve without compensation through August 12, 2022 (filling the seat formerly held by Bo Grisham).

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**APPENDIX 2**

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**EXHIBIT 4**

**RESOLUTION NO. 2019-108**

**WHEREAS**, a special municipal election has been called to be held on the 24th day of September 24, 2019, and a runoff election to be held, if necessary, on the 5th day of November, 2019, and

**WHEREAS**, Section 11-46-27 of the Alabama Code of 1975, as amended, provides, in part, that the municipal governing body shall appoint from the qualified electors, officers to conduct the election as follows:

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the election officers for said election shall be as follows:

**Polling Location No. 1 - St. Luke's Episcopal Church**

William L. Irons	Chief	3855 Cove Drive 35213	879-6988	<a href="mailto:bill_iron@hotmail.com">bill_iron@hotmail.com</a>
Lois J. Poe		3851 South Cove Drive	871-6286	
Kimberly H. Carney		12 Montrose Circle	871-1100	
Diane M. Fisher		3829 Cove Drive 35213	879-8011	
Marguerite Costanzo		307 Morningside Circle 35213		
John Costanzo		307 Morningside Circle 35213		
Diane E. Weatherford		3917 Montevallo Road 35213		

**Polling Location No. 2 - Mountain Brook City Hall**

Stephanie Byrne	Chief	605 Dexter Avenue 35213	907-8362	<a href="mailto:sbyrne@realtysouth.com">sbyrne@realtysouth.com</a>
Sue Moore Abele		3767 Jackson Blvd 35213		
James T Cobb, Jr.		121 Crestview Drive 35213		
Judy H. Pittman		4301 Cross Keys Road 35213		
Marjorie E. Breman		3774 Montevallo Rd S 35213	871-5541	
Herbert S. Reese		37 Montcrest Drive 35213		
Mayree Veona Hembree King		3904 Montevallo S Rd 35213		

Patricia P Pugh 4162 Appomattox Lane 35213  
 Katherine McDavid 122 Crestview Drive 35213  
 Allen  
 Caroline Massey 123 Greenbriar Lane 35213  
 Daniel  
 Laura Ann Stacy 2716 Southview Ter, 35216  
 Naomi Cunningham 3621 Country Club Rd 35213

**Absentee Ballot Counters - Mountain Brook City Hall**

Steven Boone Chief 3721 Forest Run Road 35223 937-5662  
 Janet Forbes  
 Suzan Doidge  
 Caroline Boone

**Polling Location No. 3 - Brookwood Baptist Church**

Ronald B. Cohen Chief 3267 Hillard Drive 35243 969-2340 [avieron@bellsouth.net](mailto:avieron@bellsouth.net)  
 Kathryn H. Horton Asst 3270 Hillard Drive 35243  
 Amy J. Allon 3825 Briar Oak Drive 35243  
 Avrin O. Cohen 3267 Hillard Drive 35243  
 Bert A. Siegel 3532 Spring Valley Ct 35243  
 Phillip L. Teninbaum 3201 Stoningham Drive 35243  
 Eva L. Wilensky 3340 Stoneridge Lane 35243

**Polling Location No. 4 – Mountain Brook Community Church**

Helen M. Martin Chief 2933 Green Valley Rd 35243 967-5627 [helen@msai.net](mailto:helen@msai.net)  
 William F Martin III 2933 Green Valley Rd 35243 612-3649  
 Martha L. Phillippi 3344 Eaton Road 35223-2835 967-0889  
 Joseph W. Spransy 4000 Hunters Land, 35243 967-4601  
 Evan R. Roberts 4414 Briar Glen Circle, 35243 913-3143  
 Carole C. Pitard 3327 Woodridge Road, 35223 968-6670  
 Mildred C. Chapman 3701 Charleston Lane, 35216 988-3058  
 Lina B. Lee 4432 Cahaba River Rd, 35243 903-7874  
 Lois Caldwell 2744 Dunbarton Road, 35223 613-0606  
 Scot Cardwell 3364 Farring Road, 35223 223-2990

**Polling Location No. 5 – Canterbury United Methodist Church**

Camille S. Butrus Chief 2724 Old Mill Lane 35223 803-4197 [camillebutrus@gmail.com](mailto:camillebutrus@gmail.com)  
 Martha Green Isom Asst 2000 Morris Avenue 290-5797 [marthagisom@gmail.com](mailto:marthagisom@gmail.com)  
 Mary Catherine Crowe 1612 Cahaba Road 35223 960-7222  
 Glenda E. Nagrodzki 607 Euclid Avenue 35213 835-1898  
 Pamela T. Morad 7401 Elliott Lane 35094 540-2949

**Polling Location No. 6 - Cherokee Bend Elementary School**

Russell B. Tyler Chief 999-8202 [trussell10369@gmail.com](mailto:trussell10369@gmail.com)  
 Elizabeth Compton 4320 Corinth Drive 35213  
 Tiffany Young  
 Jayda Marble  
 Tracey Marble  
 Nakki Battle

**BE IT FURTHER RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Clerk, Chief inspectors, and/or Assistant Chief Inspectors/Clerks are hereby authorized to engage replacement poll workers in the event persons appointed herein above fail to report for duty for any reason; and,

**BE IT FURTHER RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Clerk is hereby authorized and directed to pay the following amounts to those persons appointed herein above, or any replacement poll workers engaged by the Chief inspectors or Assistant Chief Inspectors/Clerks:

Chief Inspectors	\$225
Assistant Chief Inspectors/Clerks	\$175

Absentee Clerks

§ 45

**BE IT FURTHER RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Clerk is hereby authorized and to provide refreshments on election day and at the poll worker training and to pay an additional \$25 to all poll workers who attend the poll workers= training program to be held at Mountain Brook City Hall (council chambers), 56 Church Street, Mountain Brook, Alabama 35213, on dates yet to be determined, from 5:30 p.m. until 7:00 p.m. or otherwise complete such training at another location or by other means.

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**EXHIBIT 5**

**RESOLUTION NO. 2019-109**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes City Manager to pay, or cause to be paid for and on behalf of the City, up to \$3,000 for materials and provide City labor and equipment to install beautification improvements at the Cove Drive traffic island as illustrated in Exhibit A attached hereto.

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**APPENDIX 3**

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**EXHIBIT 6**

**RESOLUTION NO. 2019-110**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby ratifies the execution of a contractor agreement between the City and Reno Plumbing & Sewer Service, Inc., in the form as attached hereto as Exhibit A subject to such minor revisions recommended by legal counsel, with respect to the water line tap and installation to serve Crestline Elementary field.

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**APPENDIX 4**

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**EXHIBIT 7**

**RESOLUTION NO. 2019-111**

**WHEREAS**, the City Council of the City of Mountain Brook, Alabama desires to amend its “Significant Accounting and Management Policies” previously adopted in Resolution 99-168 and as amended and restated by Resolution Nos. 00-09, 09-51, 2017-007 and 2017-031;

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama that effective upon the date of this resolution, the Council does hereby amend the “Significant Accounting and Management Policies” by amending the following section:

**“Board Appointments**

Under State law, the City Council is charged with the responsibility of appointing board members to The Board of Education of the City of Mountain Brook as well as the Parks and Recreation Board and The Emmet O’Neal Library Board. In addition, the City Council is responsible for appointing persons to the various local commissions and boards (e.g., Board of Zoning Adjustments, ~~Free Commission~~ Board of Landscape Design, Design Review Committee, Fields Committee, Finance Committee, etc.). In conjunction with this responsibility, it shall be the general policy of the City Council that:

- The City shall generally solicit volunteers to serve on the various boards, commissions, and committees through appropriate advertisements. Respondents to such solicitations shall generally be required to provide to the City Manager written detailed professional and other biographical data to demonstrate their qualifications to serve in the desired position.

- All outside boards, commissions, and committees are encouraged to submit to the City Council liaison for consideration two or more recommended nominations for the vacant position.
- Nominations to fill a vacancy may be presented anonymously by members of a board or committee to the Council liaison for delivery to the City Council for consideration.
- Generally, prior to appointing an applicant to a board, commission, or committee, the members of the Council shall meet with and interview the prospective applicants.
- Out of respect for the applicants, the Mayor and Council agree to refrain from naming those applicants under consideration by the Council not appointed.
- With the exception of ad hoc committees and assignments, persons shall not serve on more than one board or committee.
- Reappointments of persons to a board or committee are at the sole discretion of the City Council and should not be considered automatic.
- All board and committee appointments shall be considered during a pre-meeting discussion and shall not be placed on a formal agenda for consideration until the City Council is ready to vote on such appointment.

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### EXHIBIT 8

#### ORDINANCE NO. 2051

### AN ORDINANCE PERMITTING AND REGULATING THE SALE OF ALCOHOLIC BEVERAGES ON SUNDAY IN THE CITY

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

**Section 1. Sunday alcohol sales.**

**Amendment.** Pursuant to the provisions of §28-3A-25 of the Code of Alabama (1975), as amended by Alabama Act 2019-100, it shall be lawful for businesses licensed to sell alcoholic beverages for on-premises consumption, off-premises consumption or both on and off premises consumption, to commence such sales starting at 10 a.m. on Sundays (formerly noon).

**Penalty.** Any violation of this ordinance shall be a misdemeanor punishable by a fine or imprisonment to be determined at the discretion of the court or judge as provided in §28-3A-25 of the Code of Alabama (1975), as amended.

**Section 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.

**Section 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.

**Section 4. Effective Date.** This section shall become effective immediately upon adoption and publication as provided by law.

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### APPENDIX 5

## EXHIBIT 9

ORDINANCE NO.

DRAFT

## AN ORDINANCE AMENDING THE LANE PARKE PUD

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

1. **Development Standards.** The Master Development Plan and the materials submitted by the applicant, as required by Section 129-265 of the Mountain Brook City Code, as approved upon the adoption of Ordinance 1871 dated May 21, 2012 are hereby amended to include the changes specified as attached hereto.

2. **Description of Affected Property.** The property that is the subject of the rezoning approved by this ordinance is described as follows:

A parcel of land being situated in the Northeast quarter of the Northwest quarter and the Southeast quarter of the Northwest quarter of Section 8, Township 18 South, Range 2 West, more particularly described as follows:

Begin at the Southwest Corner of the Northeast Quarter of the Northwest Quarter of Section 8, Township 18 South, Range 2 West; being the Point of Beginning; thence run Northerly along the West line of said Quarter - Quarter a distance of 665.12 feet; thence right 91°-08'-04" a distance of 1325.11 feet; thence right 88°-58'-55" a distance of 74.22 feet; thence right 37°-49'-05" a distance of 736.41 feet; thence right 52°-46'-30" a distance of 62.37 feet; thence right 00°-14'-22" a distance of 179.92 feet; thence left 90°-58'-32" a distance of 355.39 feet; thence right 88°-43'-29" a distance of 24.53 feet; thence left 87°-29'-35" a distance of 139.13 feet; thence right 89°-27'-49" a distance of 14.61 feet; thence left 117°-30'-00" a distance of 175.92 feet; thence right 84°-32'-17" a distance of 46.85 feet; thence tangent to a curve to the left having a radius of 1243.26 feet and a central angle of 9°-20'-05" along the curve an arc distance of 202.55 feet; thence right 62°-49'-52" from the tangent of said curve a distance of 329.33 feet; thence tangent to a curve to the left having a central angle of 18°-00'-50" and a radius of 66.12 feet an arc distance of 20.79 feet; thence left 2°-03'-01" to the tangent of a curve to the left having a central angle of 34°-34'-36" and a radius of 60.77 feet, an arc distance of 36.67 feet; thence continue from the tangent of said curve a distance of 45.64 feet; thence right 90°-00'-00" a distance of 119.49 feet; thence right 33°-25'-36" a distance of 245.11 feet; thence right 0°-00'-42" a distance of 377.82 feet to the Point of Beginning.

Said Parcel contains 27.59 acres more or less.

3. **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.

4. **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.

5. **Effective Date.** This ordinance shall become effective immediately upon adoption and publication as provided by law.

## APPENDIX 6





Traffic Island Policy Worksheet

Island Location Cove Drive

Area of Island 10,504 Max City Contribution \$3,000  
(< 3,000 sq ft = \$1,000; 3,000-6,000 sq ft = \$2,000; > 6,000 sq ft = \$3,000)

Sketch of Design



Dark Green – keep 2 existing trees  
Light Green – up to 6 new trees  
Red X- removing 5 trees/shrubs  
Gray/Black- stone patio

Other Details

We will go ahead and remove the undesirable trees and build the patio after council approval. The new trees will be planted this fall at the appropriate time of year. Public Works will help fix the curbs on the ends where the asphalt cut throughs are located.

Materials	Quantity	Cost
Oak Trees	5-6	\$1,500
Stone patio		\$1,500
<b>Total Cost</b>		<b>\$3,000</b>

Traffic Island Policy Worksheet

Resident Contact Information

Name Email  
Jessica Thuston jsthuston@gmail.com

Partnership Agreement

The City will install the patio, plant the trees, and maintain it as part of our usual duties.

Island Committee Comments

Date July 30, 2019

Helen Drennen and I met with Jessica and several other residents and discussed what they would like to see done. I then presented the plan to the remainder of the committee through email and everyone was in agreement.

**Tree Commission Members:** Ro Holman and Elizabeth Poynor  
**Park Board Members:** Helen Drennen and Aimee Reese

Police Department Comments

Date: August 8, 2019

LT. Jason Carmack stated by email that he did not see any issues with the plan.

Council Comments:

Date: August 12, 2019

Amount approved: \_\_\_\_\_

Construction Issues/Comments/Adjustments

2019-109

CONTRACTOR AGREEMENT

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

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

Name of Project: Tap and Install New Water Service

Site of Project: Crestline Elementary Field (near) J Elm Street Mountain Brook, AL 35213

2. Scope of Work. See Exhibit A (which includes the City Scope of Work and July 24, 2019 Contractor Proposal, hereinafter the "Contractor Proposal") that is attached and incorporated herein.

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

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

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

Contractor's obligations herein shall survive the termination or expiration of the Term for these periods: Section 4(f) (Warranty on workmanship and materials) for one year following Project acceptance; other warranties in Section 6 for a period of one year, and Section 7(c) (Indemnification) for a period of two (2) years.

1

5. Contract Price/Invoice/Certification. Unless otherwise stated in the Special Conditions on Exhibit A or agreed in a writing signed by the parties, City will pay Contractor the lump sum amount of Ninety-six thousand dollars (\$9,600.00) as compensation for performing the Work (the "Contract Price"). Unless agreed in a writing signed by duly authorized representatives of both parties, the total amount payable to the Contractor for the Work shall not exceed the Contract Price (said agreed sum(s) payable for any Additional Operations contemplated on Exhibit A). In no event will the total amount paid to Contractor for its Work (including the Contract Price or any amount paid for Additional Operations) exceed \$20,000.00.

The City will pay the Contract Price on this Project following certification of completion of Work.

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

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

- (a) that it expeditiously will perform its Work in a good and workmanlike manner that is consistent with level of skill and care that would be provided by other contractors performing operations under the same or similar conditions, and in accordance with the Project schedule;
(b) that it, and all of its employees or any subcontractors (if authorized), will complete the Work in compliance with all codes, laws and regulations that are applicable to the Project;
(c) that before commencing the Work, at its own expense, the Contractor will obtain all licenses, permits or other governmental authorizations needed to complete the Project, including without limitation, a business license and building permit issued by the City (collectively, "Licensing"). Contractor further agrees to maintain that Licensing throughout the performance of the Project;
(d) that it has inspected the Site and any other locations at which it will perform the Work, and, based on that inspection and its expertise, that

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a. This Agreement which is comprised of this instrument, the City Scope of Work and the July 24, 2019 Contractor Proposal (collectively, the "Contract Documents") sets forth the entire understanding between the Parties concerning the matters herein, and all oral representations, prior negotiations, understandings, agreements, conditions, and terms discussed between them prior to acceptance and signing of this Agreement are deemed to have merged herein. In the event of any conflict or inconsistency between provisions in the various Contract Documents, the provision(s) in the document in the order below shall control and take precedence: (1) this Agreement; (2) the City Scope of Work; and (3) the Contractor Proposal.

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

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

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

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

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

h. Immigration Law Compliance. Contractor represents and warrants to the City that: (i) it does not knowingly employ, hire for employment, or continue to employ, in Alabama, any "unauthorized alien," as defined by the DeWaca-Hammond Alabama Taxpayer and Citizen Protection Act, §11-11-1, or any, Code of Alabama 1975, as amended (the "Act"); (ii) it will enroll in the E-Verify program prior to performing any work on the Project in Alabama and shall provide respect to its means and methods in which Contractor (or any of its employees or representatives) performs the Work. During the performance of this Agreement, the Contractor shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations; (iii) it will comply with all applicable provisions of the Act with respect to subcontractors, if any, that it engages on the Project by entering into an agreement with or by obtaining an affidavit from such subcontractors providing work on the Project in Alabama that such subcontractors are in compliance with the Act with respect to their participation in the E-Verify program. Contractor

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APPENDIX 4

it has determined that each of these locations is reasonably suitable for Contractor to complete the Work;

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

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

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

7. Insurance/Safety/Federal/State.

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

- (i) Comprehensive General Liability: Seven Hundred Fifty Thousand Dollars (\$750,000.00), combined single limit and aggregate for bodily injury and property damage. This Comprehensive General Liability policy shall include coverage for premises/operations, products/completed operations, assumed contractual obligations, independent contractors, and broad form property damage.
(ii) Automobile Liability: Automobile Liability covering owned and rented vehicles operated with not less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) combined single limit and aggregate for bodily injury and property damage.
(iii) Workers Compensation/Employer's Liability: Workers' Compensation as required by statute and Employer's Liability with limits of Five Hundred Thousand Dollars (\$500,000) per occurrence.

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

3

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

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

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

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

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

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

9. Miscellaneous Provisions.

4

further represents and warrants that it shall not hire, retain or contract with any subcontractor to work on the Project in Alabama which it knows is not in compliance with the Act and (iv) by signing this Agreement, it affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if Contractor is found to be in violation of this provision, it shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

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

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

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

(Signature Page Follows)

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CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of an ordinance adopted by the City Council of the City of Mountain Brook, Alabama at its meeting held on August 12, 2019, as same appears in the minutes of record of said meeting, and published by posting copies thereof on August 13, 2019, at the following public places, which copies remained posted for five (5) days as required by law.

*Steven Boone*  
City Clerk

1 HB168  
2 197284-3  
3 By Representative Ingran  
4 RFD: Economic Development and Tourism  
5 First Read: 19-MAR-19

ACT #2019- 100



HB168

1  
2 ENROLLED. An Act.  
3 Relating to Sunday sales of alcoholic beverages;  
4 amend Section 28-3A-25 of the Code of Alabama 1975, as last  
5 amended by Act 2018-513, 2018 Regular Session, to authorize  
6 the county commission of a wet county, by resolution or  
7 referendum, to permit and regulate the sale of alcoholic  
8 beverages on Sunday by retail licensees of the Alcoholic  
9 Beverage Control Board; and to authorize the governing body of  
10 a wet municipality, by ordinance or referendum, to permit and  
11 regulate the sale of alcoholic beverages during certain hours  
12 on Sunday by retail licensees of the Alcoholic Beverage  
13 Control Board.  
14 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:  
15 Section 1. Section 28-3A-25 of the Code of Alabama  
16 1975, as last amended by Act 2018-513, 2018 Regular Session,  
17 is amended to read as follows:  
18 "§28-3A-25.  
19 "(a) It shall be unlawful:  
20 "(1) For any manufacturer, importer, or wholesaler,  
21 or the servants, agents, or employees of the same, to sell,  
22 trade, or barter in alcoholic beverages between the hours of  
23 nine o'clock p.m. of any Saturday and two o'clock a.m. of the  
24 following Monday, except as provided in Section 28-3A-6(h) (1).

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HB168

1 "(2) For any wholesaler or the servants, agents, or  
2 employees of the wholesaler to sell alcoholic beverages, to  
3 other than wholesale or retail licensees or others within this  
4 state lawfully authorized to sell alcoholic beverages, or to  
5 sell for export.  
6 "(3) For any person, licensee, or the board either  
7 directly or by the servants, agents, or employees of the same,  
8 or for any servant, agent, or employee of the same, to sell,  
9 deliver, furnish, or give away alcoholic beverages to any  
10 person under the legal drinking age, as defined in Section  
11 28-1-5, or to permit any person under the legal drinking age,  
12 as defined in Section 28-1-5, to drink, consume, or possess  
13 any alcoholic beverages on any licensee's premises.  
14 "(4) For any person to consume alcoholic beverages  
15 on the premises of any state liquor store or any off-premises  
16 licensee, or to allow alcoholic beverages to be consumed on  
17 the premises of any state liquor store or any off-premises  
18 licensee, except as specifically allowed by law for the  
19 tasting of alcoholic beverages.  
20 "(5) For any licensee to fail to keep for a period  
21 of at least three years, complete and truthful records  
22 covering the operation of his or her license and particularly  
23 showing the date of all purchases of alcoholic beverages, the  
24 actual price paid therefor, and the name of the vendor, or to  
25 refuse the board or any authorized employee of the board

HB168

1 access to the records or the opportunity to make copies of the  
2 records when the request is made during business hours.  
3 "(6) For any licensee or the servants, agents, or  
4 employees of the same to refuse the board, any of its  
5 authorized employees, or any duly commissioned law enforcement  
6 officer the right to completely inspect the entire licensed  
7 premises at any time the premises are open for business.  
8 "(7) For any person to knowingly sell any alcoholic  
9 beverages to any person engaged in the business of illegally  
10 selling alcoholic beverages.  
11 "(8) For any person to manufacture, transport, or  
12 import alcoholic beverages into this state, except in  
13 accordance with the reasonable rules and regulations of the  
14 board. This subdivision shall not prohibit the transportation  
15 of alcoholic beverages through the state or any dry county so  
16 long as the beverages are not for delivery therein, if the  
17 transportation is done in accordance with the reasonable rules  
18 and regulations of the board.  
19 "(9) For any person to fortify, adulterate,  
20 contaminate, or in any manner change the character or purity  
21 of alcoholic beverages from that as originally marketed by the  
22 manufacturer, except that a retail licensee on order from a  
23 customer may mix a chaser or other ingredients necessary to  
24 prepare a cocktail or mixed drink for on-premises consumption.

APPENDIX 5

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1 "(10) For any person licensed to sell alcoholic  
2 beverages to offer to give any thing of value as a premium for  
3 the return of caps, stoppers, corks, stamps, or labels taken  
4 from any bottle, case, barrel, or package containing the  
5 alcoholic beverages, or to offer to give any thing of value as  
6 a premium or present to induce the purchase of the alcoholic  
7 beverages, or for any other purpose whatsoever in connection  
8 with the sale of the alcoholic beverages. This subdivision  
9 shall not apply to the return of any moneys specifically  
10 deposited for the return of the original containers to the  
11 owners of the containers.  
12 "(11) For any licensee or transporter for hire,  
13 servant, agent, or employee of the same, to transport any  
14 alcoholic beverages except in the original container, and for  
15 any transporter for hire to transport any alcoholic beverages  
16 within the state, unless the transporter holds a permit issued  
17 by the board.  
18 "(12) For any manufacturer, importer, or wholesaler,  
19 servant, agent, or employee of the same, to deliver any  
20 alcoholic beverages, except in vehicles bearing such  
21 information on each side of the vehicle as required by the  
22 board.  
23 "(13) For any person to sell alcoholic beverages  
24 within any dry county or county where the electors have voted

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1 against the sales, except in wet municipalities or as  
 2 authorized by Section 28-1A-18.

3 "(14) For any person, firm, corporation,  
 4 partnership, or association of persons as the terms are  
 5 defined in Section 28-1-1, including any civic center  
 6 authority, racing commission, fair authority, airport  
 7 authority, public or quasi-public board, agency, or  
 8 commission, any agent thereof, or otherwise, who or which has  
 9 not been properly licensed under the appropriate provisions of  
 10 this chapter to sell, offer for sale, or have in possession  
 11 for sale, any alcoholic beverages. Any alcoholic beverages so  
 12 possessed, maintained, or kept shall be contraband and subject  
 13 to condemnation and confiscation as provided by law.

14 "(15) For any manufacturer, distiller, producer,  
 15 importer, or distributor of alcoholic beverages to employ and  
 16 maintain any person, who is not a full-time bona fide  
 17 employee, as a resident sales agent, broker, or other like  
 18 representative, for the purpose of promoting a sale, purchase,  
 19 or acquisition of alcoholic beverages to or by the state or  
 20 the board, or for any person who is not a full-time bona fide  
 21 employee to act as an agent, broker, or representative of any  
 22 manufacturer, distributor, producer, importer, or distiller  
 23 for that purpose.

24 "(16) For any person to sell, give away, or  
 25 otherwise dispose of taxable alcoholic beverages within this

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1 state on which the required taxes have not been paid as  
 2 required by law.

3 "(17) For any wholesaler or retailer, or the  
 4 servant, agent, or employee of the same, to sell, distribute,  
 5 deliver, or to receive or store for sale or distribution  
 6 within this state any alcoholic beverages unless there first  
 7 has been issued by the board a manufacturer's license to the  
 8 manufacturer of the alcoholic beverages or its designated  
 9 representative or an importer license to the importer of the  
 10 alcoholic beverages.

11 "(18) For any person under the legal drinking age,  
 12 as defined in Section 28-1-5, to attempt to purchase, to  
 13 purchase, consume, possess, or to transport any alcoholic  
 14 beverages within the state provided, however, it shall not be  
 15 unlawful for a person under the legal drinking age, as defined  
 16 in Section 28-1-5, to be an employee of a wholesale licensee  
 17 or an off-premise retail licensee of the board to handle,  
 18 transport, or sell any beer or table wine if the person under  
 19 the legal drinking age is acting within the line and scope of  
 20 his or her employment while so acting. There must be an adult  
 21 licensee, servant, agent, or employee of the same present at  
 22 all times a licensed establishment is open for business.

23 "(19) For any person, except where authorized by a  
 24 local act or general act of local application or pursuant to  
 25 Section 2 of this act, to buy, give away, sell, or serve for

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1 consumption on or off the premises, or to drink or consume any  
 2 alcoholic beverages in any cafe, lunchroom, restaurant, hotel  
 3 dining room, or other public place on Sunday after the hour of  
 4 two o'clock a.m.

5 "(20) Except where authorized by a local act or  
 6 general act of local application or pursuant to Section 2 of  
 7 this act, for the proprietor, keeper, or operator of any cafe,  
 8 lunchroom, restaurant, hotel dining room, or other public  
 9 place to knowingly permit any person to give away, sell, or  
 10 serve for consumption on or off the premises, or to drink or  
 11 consume any alcoholic beverages on the premises of the cafe,  
 12 lunchroom, restaurant, hotel dining room, or other public  
 13 place on Sunday after the hour of two o'clock a.m.

14 "(21) For a person under the age of 21 years to  
 15 knowingly use or attempt to use a false, forged, deceptive, or  
 16 otherwise nonenuine driver's license to obtain or attempt to  
 17 obtain alcoholic beverages within this state.

18 "(b) (1) Any violation of subdivisions (1) through  
 19 (17) of subsection (a) shall be a misdemeanor punishable by a  
 20 fine of not less than one hundred dollars (\$100) nor more than  
 21 one thousand dollars (\$1,000), to which, at the discretion of  
 22 the court or judge trying the case, may be added imprisonment  
 23 in the county jail or at hard labor for the county for not  
 24 more than six months for the first conviction; and, on the  
 25 second conviction of a violation of the subdivisions, the

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1 offense shall, in addition to the aforementioned fine, be  
 2 punishable by imprisonment or at hard labor for the county for  
 3 not less than three months nor more than six months to be  
 4 imposed by the court or judge trying the case; and, on the  
 5 third conviction and every subsequent conviction of a  
 6 violation of the subdivisions, the offense shall, in addition  
 7 to a fine within the limits aforesaid, be punishable by  
 8 imprisonment or at hard labor for the county for not less than  
 9 six months nor more than 12 months.

10 "(2) Any violation of any provision of subdivisions  
 11 (18), (19), (20), and (21) of subsection (a) shall be a  
 12 misdemeanor punishable by a fine of not less than fifty  
 13 dollars (\$50) nor more than five hundred dollars (\$500), to  
 14 which, at the discretion of the court or judge trying the  
 15 case, may be added imprisonment in the county jail or at hard  
 16 labor for the county for not more than three months.

17 "(c) In addition to the penalties otherwise provided  
 18 for a violation of subdivisions (18) and (21) of subsection  
 19 (a), upon conviction, including convictions in juvenile court  
 20 or under the Youthful Offender Act, the offender's license to  
 21 operate a motor vehicle in this state shall be surrendered by  
 22 the offender to the judge adjudicating the case for a period  
 23 of not less than three months nor more than six months. The  
 24 judge shall forward a copy of the order suspending the license

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1 to the Alabama State Law Enforcement Agency for enforcement  
 2 purposes."

3 Section 2. ~~to be~~ subject to subdivision (2).  
 4 In any wet county, the county commission, by resolution, may  
 5 permit and regulate the sale of alcoholic beverages on Sunday  
 6 after the hour of two o'clock a.m., for on-premise or  
 7 off-premise consumption, or both, as determined by the county  
 8 commission or as specified in the referendum, if applicable,  
 9 by retail licensees of the Alcoholic Beverage Control Board.

10 (2) The county commission of any wet county, by  
 11 resolution, may require a referendum to be held to determine  
 12 whether Sunday sales of alcohol shall be permitted in the  
 13 county. Upon passage of a resolution by the county commission,  
 14 the county shall hold the referendum and if a majority of the  
 15 voters voting thereon vote in favor of the question, then the  
 16 sale of alcoholic beverages shall be permitted and regulated  
 17 as specified in the referendum.

18 ~~to be~~ subject to subdivision (2). In any wet  
 19 municipality, the local governing body or as specified in the  
 20 referendum, if applicable, by ordinance, may permit and  
 21 regulate the sale of alcoholic beverages on Sunday after the  
 22 hour of two o'clock a.m., for on-premise or off-premise  
 23 consumption, or both, as determined by the local governing  
 24 body, by retail licensees of the Alcoholic Beverage Control  
 25 Board.

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1 (1) The governing body of any wet municipality, by  
 2 ordinance, may require a referendum to be held to determine  
 3 whether Sunday sales of alcohol shall be permitted in the  
 4 municipality. Upon passage of a resolution by the governing  
 5 body, the municipality shall hold the referendum and if a  
 6 majority of the voters voting thereon vote in favor of the  
 7 question, then the sale of alcoholic beverages shall be  
 8 permitted and regulated as specified in the referendum.

9 Section 3. This act shall become effective on the  
 10 first day of the third month following its passage and  
 11 approval by the Governor, or its otherwise becoming law.

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# DRIVE-THROUGH QUEUE TRAFFIC STUDY

## Lane Parke PUD

Mountain Brook, Alabama

APPENDIX 6

DRIVE-THROUGH QUEUE TRAFFIC STUDY

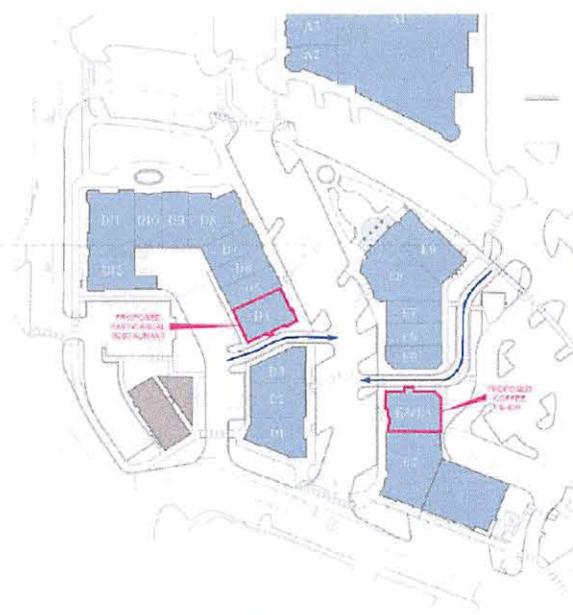


Figure 1. Drive-Through Locations

## Existing Literature Search

### Coffee Shops

- One existing report
- Six coffee shops in Minnesota and Kansas
  - Average maximum queue – 10.3 vehicles
  - 85<sup>th</sup> percentile maximum queue – 13 vehicles
  - Absolute maximum queue – 16 vehicles
- Data was rejected because of lack of minute-by-minute detail needed for this study

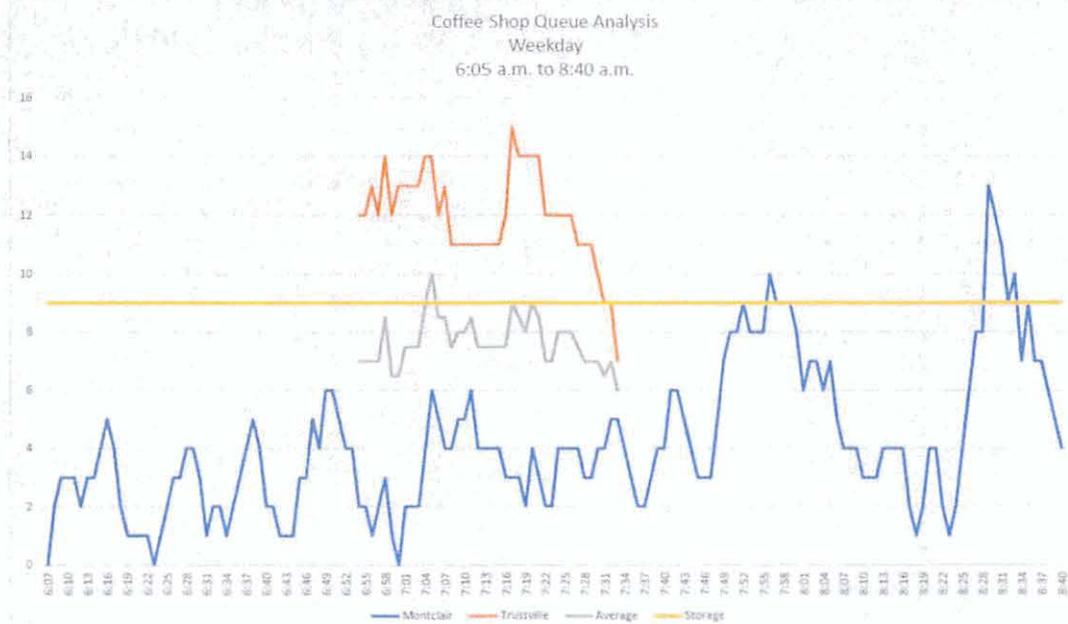
APPENDIX 6

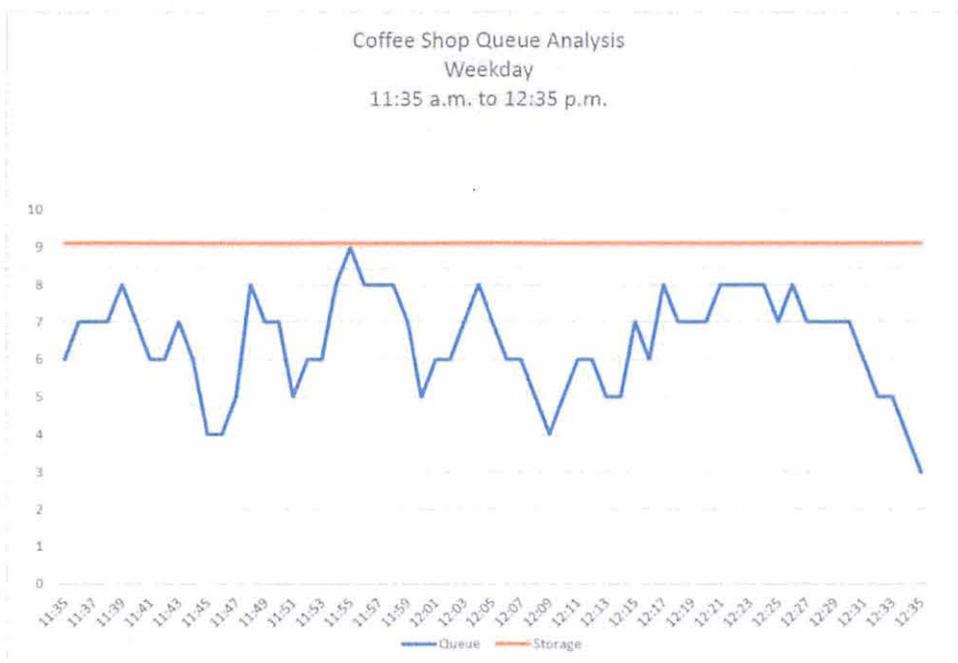
## New Data Collection

### Coffee Shops

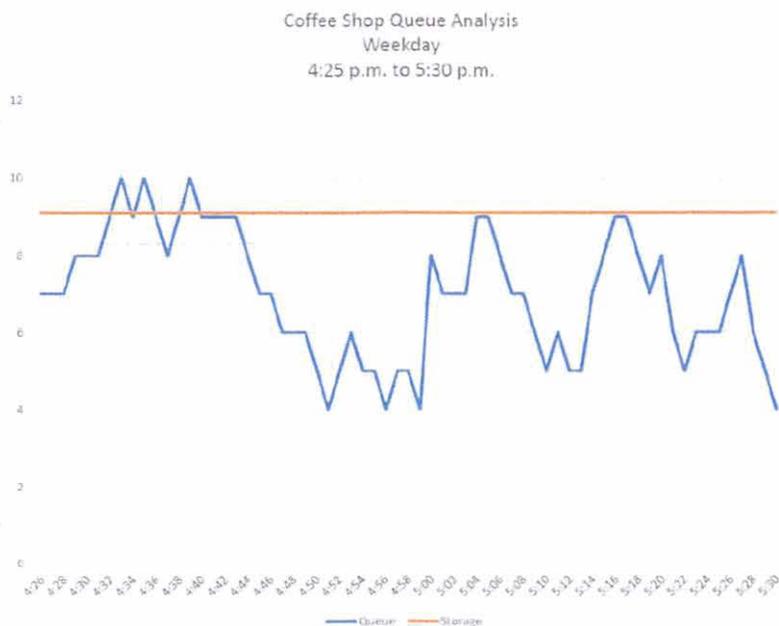
- Starbucks on U.S. Highway 11 in Trussville
  - Thursday-Friday, May 16-17, 2019
    - 6:55-7:55 AM
    - 11:35 AM – 12:35 PM
    - 4:25-5:30 PM
- Starbucks on Montclair Road in Birmingham
  - Monday, May 20, 2019
    - 6:05-8:40 AM

# Coffee Shop Queue Analysis





APPENDIX 6



# Coffee Shop Queue Analysis - Summary

Longest queues are during the a.m. peak period

Queue will exceed storage for 6 minutes during the a.m. peak period

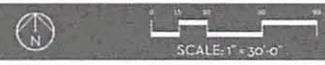
- Queue exceeds storage by 1 vehicle for 3 minutes
  - This would block the crosswalk on the driveway
- Queue exceeds storage by 2 vehicles for 1 minute
  - This would block one direction of traffic flow on Jemison Lane
- Queue exceeds storage by 3 vehicles for 1 minute
- Queue exceeds storage by 4 vehicles for 1 minute
  - The later two could block both directions of traffic flow on Jemison Lane

Queue will also exceed storage by 1 vehicle for 3 minutes during the midday peak period



PLANT SCHEDULE			
TREES	CODE	BOTANICAL NAME / COMMON NAME	CONT. CAL. SIZE
	RB	Betula nigra / River Birch	1 gal 12'
	V14	Thuja occidentalis / Yew	0.5 gal 14 HT 1 1/2" Trunk
	F4	Bux x atlantica 'Foster' / Foster's Holly	0.5 gal 4-8 HT
	ATP	Liriodendron tulipifera 'Auriculata' / Arrowood Tree	0.5 gal 35'
	SH	Magnolia grandiflora / Southern Magnolia	0.5 gal
	LS	Magnolia virginiana / Sweet Bay Magnolia	0.5 gal 15'
	BO	Nyssa sylvatica 'Widow' / Black Gum	0.5 gal 14'
	OO	Quercus lyrata / Overcup Oak	0.5 gal 15'
	NO	Quercus nuttallii / Nuttall Oak	0.5 gal 15'
	BC	Taxodium distichum / Bald Cypress	0.5 gal
	AE	Ulmus americana / American Elm	0.5 gal
	EE	Ulmus parviflora 'Beacon' / Beacon Elm	0.5 gal
SHRUBS			
CODE	BOTANICAL NAME / COMMON NAME	SIZE	SIZE
CF	Ficus sylvatica / Creeping Fig	1 gal	
DF	Fatsia grandifolia 'Suzanne' / Dwarf Fatsia	1 gal	
PW	Hydrangea quercifolia 'Pee Wee' / Oakleaf Hydrangea	1 gal	
HS	Hydrangea quercifolia 'Snowflake Tiki' / Snowflake Oakleaf Hydrangea	1 gal	
CH	Bux cornuta 'Carroll' / Carroll Holly	1 gal	
HRH	Bux cornuta 'Headquarters' / Headquarters Holly	1 gal	
DY	Yucca filamentosa 'Nana' / Dwarf Yucca	1 gal	
DWH	Hydrangea glabra 'Dwarf' / Dwarf Smooth Hydrangea	1 gal	
B	Persea borbonica 'Robusta' / Boston Ivy	2 gal	
PLANT SCHEDULE			
GROUND COVER	CODE	BOTANICAL NAME / COMMON NAME	CONT. SPACING
	SBL	Liriodendron tulipifera 'Super Blue' / Super Blue Tulip	1 gal 18" x 18"
	PH	Hydrangea corymbosa / Pink Holly	1 gal 18" x 18"
	LBG	Stachytarpheta jamaicensis / Little Bluestem Grass	1 gal 18" x 18"
	AJ	Trachypogon distachyus / Asian Jasmine	1 gal 18" x 18"
	EZ	Zizia aurea 'Emerald' / Emerald Zizia	1 gal

Minute Book 90



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