

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
AUGUST 10, 2020**

[Pursuant to a proclamation issued by Governor Kay Ivey on March 18, 2020, elected officials are allowed to meet remotely by means of Internet or telephone conference and the public was invited to listen to, observe, or participate in the meeting by such means. The elected officials met by way of Internet video conference and allowed the public to listen, observe and participate by the same means.]

The City Council of the City of Mountain Brook, Alabama met informally by way of Internet video conference at 6:15 p.m. on the 10th day of August, 2020. The Council President called the pre-meeting to order and the roll was called with the following results:

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

Absent: None

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

1. AGENDA

1. Proposals from Architectural Graphic & Design Specialties to modify ~~eight (8)~~ nine (9) directional signs (at a cost of \$9,160) to reflect the recently changed name of the Library—Christopher Brown with Architectural Graphic & Design Specialties (Appendix 1). (Resolution No. 2020-129 was added to the formal meeting agenda. The members of the City Council expressed their desire to replace the signs rather than install overlay panels and to replace all of the signs at once rather than in phases.)
2. Bids for Cherokee Bend Elementary School field—Dale Brasher of Goodwyn, Mills and Cawood. There was one bid in the amount of \$757,400 (two to three other contactors did not submit bids). The Board of Education has expressed its desire to delay this construction project until next May. The Board of Education has rejected the bid. Next year, all that will be required is to re-advertise and re-bid the project.
3. Patriots Day on September 11, 2020—Chief Mullins (the event will be cancelled this year due to the uncertainty surrounding the pandemic).
4. Virtual Training grant for the Fire Department—Chief Mullins (Appendix 2). This is a 5-department joint venture taking advantage of a 90:10 federal grant. The project will enable remote training across City departments and across other participating departments by way of technology purchases totaling \$98,659.33. The City's \$9,865 matching contribution can be paid from fiscal 2020 training funds budgeted but not expected to be spent this year.
5. Request to improve an unopened alley behind 118-120 Cherry Street for rear parking—Lauren Barrett of Barrett Architecture Studios (Appendix 3). The City Council members expressed their desire that this matter be reviewed by the Planning Commission and requested that the applicant get in touch with Dana Hazen, City Planner, to determine what information may be required by the Planning Commission with respect to design and drainage considerations.

6. Mountain Brook Village Circle project proposal by the Board of Landscape Design—Sim Johnson, Chairman of the Mountain Brook Board of Landscape Design (Appendix 4).

The Board of Landscape Design is requesting that the City Council engage the nationally recognized design firm Olin Studios along with Nimrod Long & Associates and Landau Design to design the island at the terminus of Canterbury Road in Mountain Brook Village. Mr. Johnson is seeking a [sense of the Council/informal] commitment from the City Council to cover the OLIN “discounted” concept design fees of \$16,500 plus whatever amount the City would incur to simply combine the two medians. [The estimated cost to combine the two islands into one has not been determined yet.] With the City’s informal commitment, Mr. Johnson will begin soliciting donations from private donors and foundations to cover the remaining costs (construction, plantings, etc.) that could run up to \$34,500 for landscape/planting design, \$5,500 for Nimrod Long (underground utilities drawings and completion of the final design) and traffic consultant fees. The City will not be asked to incur any costs until the fundraising efforts have commitments for 100% of the remaining costs. If agreeable, the contracts can be finalized and brought back to the City Council for formal consideration as early as August 24, 2020.

7. Review of the other matters to be considered at the formal (7 p.m.) meeting.
 - Ordinance No. 2075. The fee for concrete patches will be limited to \$275/square yard (same as asphalt). The Public Works staff shall perform the concrete patches in-house rather than using the contractor considering the contract fee is more than \$1,000/square yard.

2. ADJOURNMENT

There being no further comments or discussion, Council President Smith adjourned the pre-meeting at approximately 7:15 p.m.

3. CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct synopsis of the discussion from the work session of the City Council of the City of Mountain Brook, Alabama held by way of Internet teleconference on August 10, 2020, 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 24, 2020

MINUTE BOOK 91



August 6, 2020

Mr. Sam Gaston
City of Mountain Brook
Mountain Brook, AL

Re: Wayfinding Signage – Library

Sam:

We look forward to working with you on this project. Following are the pricing options to remove O'Neal from the existing wayfinding signage. The reflective graphics on the existing signs have a 7 year outdoor durability. There are a quantity of (7) seven existing signs:

Option A or B - Replacement Graphic Panels
Custom Panel at 4'-10" x 2'-10" x 1/8" thick
Background painted Dark Bronze
Painted Custom Green and Custom Gold Border
Reflective Gold and Reflective White Graphics
Digitally Printed Logo

Material Cost – (7) at \$945 (each)... \$6,615.00 + tax
Installation - (7) at \$200 (each)... \$1,400.00

Option C or D - Overlay Graphic Panels
Custom Panel at 1/8" thick
Background painted Dark Bronze
Reflective White Graphics

Material Cost – (7) at \$300 (each)... \$2,100.00 + tax
Installation - (7) at \$100 (each)... \$700.00

Terms: 50% Down Payment, Balance on Completion

Sincerely,

Christopher Brown, Sr. Vice President
Architectural Graphic & Design Specialties, Inc.

Approved: _____

Date: _____

ARCHITECTURAL SIGNAGE • PLANNING • DESIGN • INSTALLATION
4551 Monroeville Road • Birmingham, Alabama 35213 • Phone: 205-870-4232 • Fax: 205-870-6883 • www.architecturalspecialties.com



APPENDIX I



Sam Gaston

From: Stacey Cole <coles@mtnbrook.org> on behalf of Stacey Cole
Sent: Monday, August 03, 2020 6:08 PM
To: Sam Gaston
Cc: Chris Mullins
Subject: Re: Virtual Training grant
Attachments: FEMA Grant.pdf

This is a regional FEMA grant that provides money for virtual training. The grant involves Rocky Ridge Fire District, Vestavia Hills Fire Department, Cahaba Valley Fire District, North Shelby Fire District, and Mountain Brook Fire Department. The FEMA grant will provide technology that allows all of the mentioned departments to view or host training classes in real-time, improving the ability to standardized operational procedures between multiple departments. The grant also enhances firefighter safety and provides more opportunities for multiple crews to train at the same time while allowing crews to stay in-service in their assigned stations, reducing the need to pull crews out of their coverage. This technology will also allow us to work with and through the Alabama Fire College, increasing our ability to receive and provide quality training. The City's cost will be 10% of the requested equipment cost. Currently, Chief Mullins has the equipment cost at \$98,659.33, which would cost the City just under \$10,000. See the attachment for Chief Mullins' breakdown on the MOU.

Please feel free to contact me if you have any questions or concerns.

On Mon, Aug 3, 2020 at 2:54 PM Sam Gaston <gastons@mtnbrook.org> wrote:

Can you email me information on this grant, how it works and who we will be sharing it with? I know Chris will be out-of-pocket for a few days. If I had it by Wednesday afternoon, that would be great.

Sam S.Gaston
City Manager
City of Mountain Brook, AL.

ADDENDUM TO
MEMORANDUM OF UNDERSTANDING

Between the

Rocky Ridge Fire District and the Mountain Brook Fire Department
2018 Assistance to Firefighters Grant Program
Application EMW-2018-FR-00473

PURPOSE:

To amend previous MOU dated 10/31/2018 for the purpose of clarifying costs and projected local match as a result of IT equipment bids and restructuring of match determination.

IMPLEMENTATION OF AGREEMENT:

As signatories to the Memorandum of Understanding, and as previously verbally authorized, each participant agrees to provide 10% of the matching funds for the equipment identified in the application being prepared. The approximate 10% match for each piece of equipment is defined below.

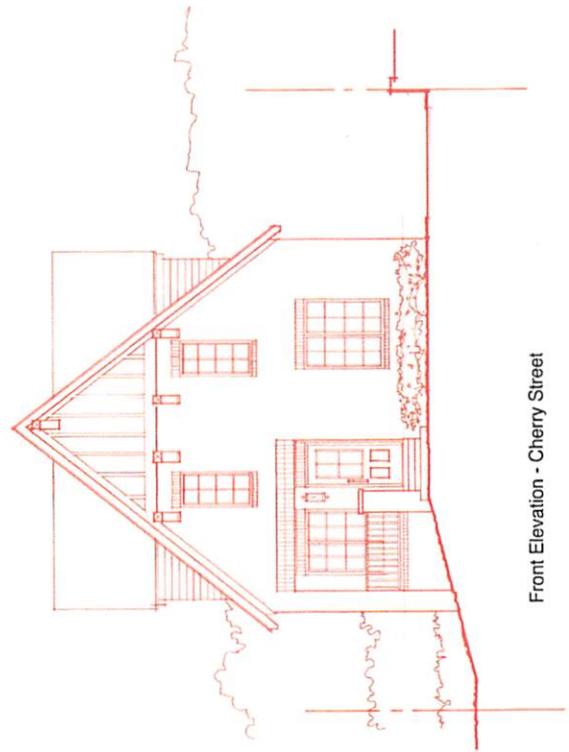
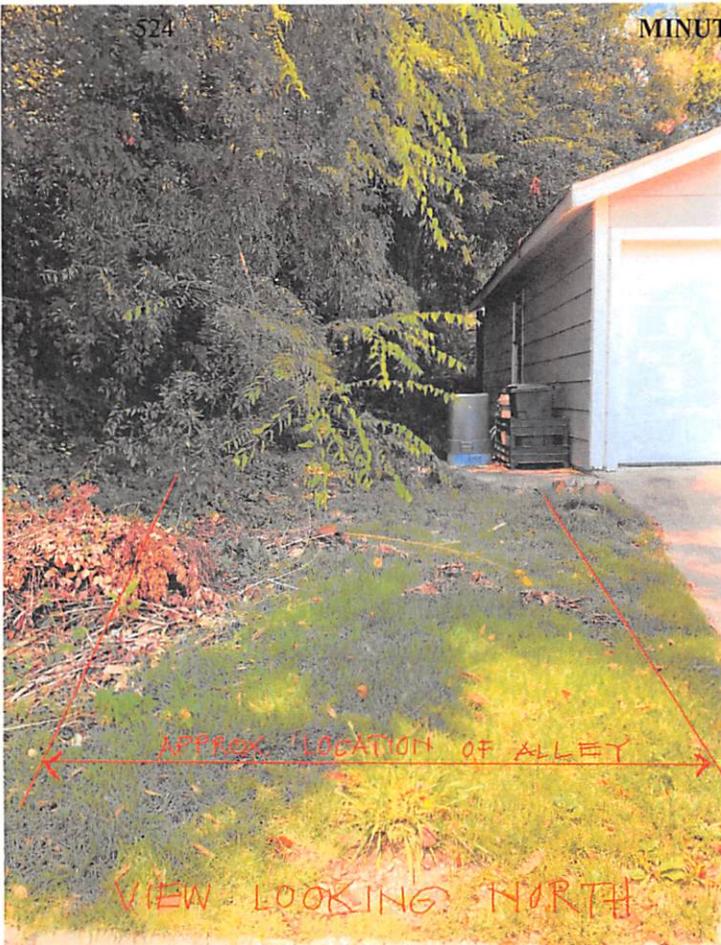
**All pricing and quantities are subject to final award decisions. Participant agrees to this possibility and understands that the final list of received equipment and local matching requirements could be altered and will agree to the new terms of the award at the time of its institution.

Table with columns: District, Item, Quantity, Sell price, Extended, Notes. Lists various IT equipment items and their costs, including ViewSonic monitors, Dell laptops, and various cables.

MOU continued on next page

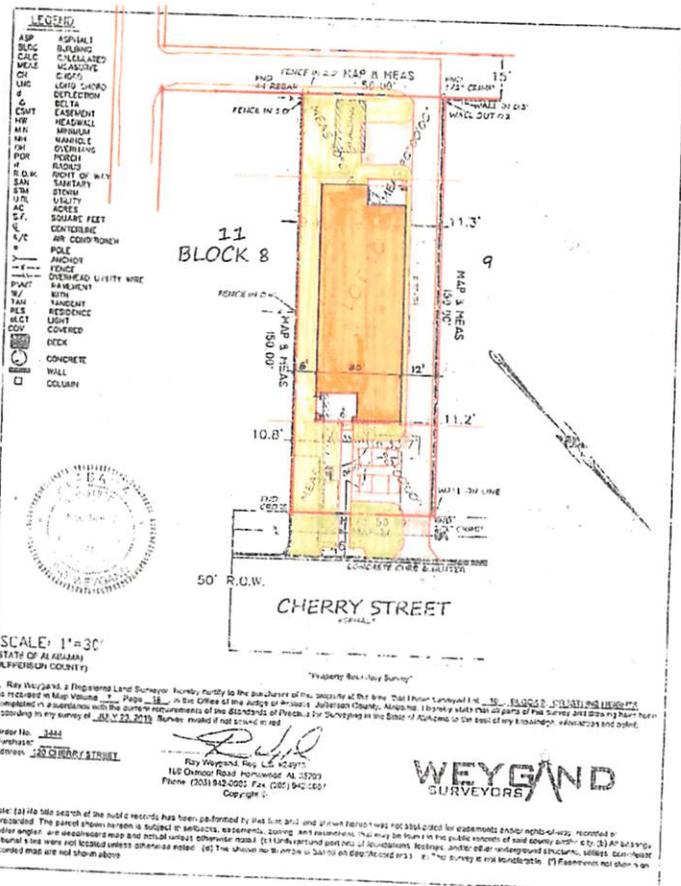
Summary table for additional items: 75" Non touch TV (2 @ \$1,750 = \$3,500), Dell ultra Sharp 43 4k USB-C (1 @ \$869.39 = \$869.39), Dell UltraSharp 38 curved (3 @ \$1,124.35 = \$3,373.05). Total: \$98,659.33.

AFG Memorandum of Understanding, 2018 AFG Regional Application 1 |



Front Elevation - Cherry Street

APPENDIX 3



Sam Gaston

From: Simeon Johnson <simeonjohnson@msn.com> on behalf of Simeon Johnson
Sent: Thursday, August 06, 2020 9:17 PM
To: Sam Gaston; Steve Boone; Virginia Carruthers Smith; Elizabeth Poyner; Brandon Plowden; Taylor PURSELL; Tommy Amason; Ro Holman; Brooks Sanders; Mary Evelyn McKee; dglyles@cba.ua.edu
Subject: Village Circle project discussion for August 10th Pre-meeting agenda
Attachments: 2020_OLIN_VillageCircleRedesign_Scope.pdf; VillageCircle_planting_fee_proposal.pdf

Sam, Steve, and Virginia,

I would appreciate if you would please place the Village Circle project on the Pre-Meeting agenda for August 10th so I may obtain direction from you, the city council and Mayor Welch about the proposed comprehensive study of how to optimize the historic landscape of Mountain Brook Village to support our local businesses and encourage safe community interaction.

The design costs for this project include hiring a Planting Design Team led by Landau Design + Technology (https://www.landau.design/) to study what native plants would perform best in Village Circle and to use computer modeling to design optimal plant communities.

With the understanding that the City of Mountain Brook would not typically budget for such a thorough study of best design for Village Circle, the project proposes that the City of Mountain Brook commit to funding the \$16,500.00 concept design fee of OLIN while the \$34,500.00 planting design fee and the additional fees for local landscape architects and a traffic engineer will be raised from private donations.

Sim S.W. Johnson
Chair, Mountain Brook Board of Landscape Design



OLIN

City of Mountain Brook,
Mountain Brook, AL

PROJECT: City of Mountain Brook Village Circle Project

SUBJECT: OLIN Scope of Services for Concept Design

13 July 2020

Dear City Officials,

OLIN is pleased to provide the following scope of services for the redesign of segments of the Village Circle traffic islands. This scope is based on our discussions with Mountain Brook Board of Landscape Design Chair Sim Johnson, review of current conditions outlined in supporting CAD documents, as well as previous traffic studies by the engineering firm, Sain Associates.

The enhanced design concepts will be created based on the combining of two existing traffic islands at the intersection of Canterbury Road and Cahaba Road into one large traffic island, as well as the redesign of an existing traffic island in front of a group of businesses that is to the northwest of the newly merged island.

SCOPE OF SERVICES

OLIN will provide landscape architectural design and three (3) concepts for an enhanced landscape design for The Village Circle project. The concepts and budget are contingent on integration of the services of a local traffic engineer and civil engineer to aid in and vet all designs.

OLIN will provide the following services in collaboration with the Client and the Client's consultants:

- 1. Review Client-provided CAD and other documents related to the current Village Circle traffic islands to understand the spatial design, pedestrian connections, adjacent context, including adjacent hardscape and architectural vernacular, and local codes, regulations and standards as required.

Duration: 1 week
Deliverables: Diagrams of circulation patterns, sun/shade studies, analysis of underground utilities, viewsheds and relevant adjacencies.

APPENDIX 4



- 2. Potential site visit - contingent on safe transportation during COVID.
Duration: 1 day plus travel (expenses not to exceed \$2000)
Deliverables: Experience the site in person to evaluate design intervention options-meet with client.
3. Develop three (3) conceptual designs that A) integrate enhanced walkability to and from businesses along the circle connecting to crosswalks with clear and safe pedestrian routes and to create the opportunity for community interaction within the island "parks."
4. Further development of selected design scheme with input from client.
Duration: 2 weeks
Deliverables: Refined plan
5. Work with Planting Design team members including George Gann - Society for Ecological Restoration, Al Schotz - Auburn University Botanist, Mark Skinner, Ph.D. - Author of Ecoregional Revegetation Application, and Anne Frances, Ph.D - NatureServe, under contract to Landau Design + Technology, to further develop planting plan for the chosen scheme.

CONSULTANTS

No sub-consultants are to be hired by OLIN for this scope of work. It will be necessary for OLIN to coordinate with the Client's traffic consultant, civil engineer, and local landscape architect mentioned above with regard to the site and subsurface conditions and installed utilities.

SCHEDULE

The proposed schedule of work is summarized below.

- Conceptual Design September 2020 to TBD

COMPENSATION

Compensation for the Conceptual Planting Plan shall be a Stipulated Sum of Sixteen Thousand Five Hundred (\$16,500.00) Dollars, billed monthly on the basis of work completed for professional services for OLIN, inclusive of travel expenses.



TERMS AND CONDITIONS:

This Proposal is valid for ninety (90) days from the date submitted to the Owner.

OLIN's additional standard Terms and Conditions are incorporated in Exhibit A as attached.

Please indicate your agreement to the foregoing Proposal by signing two copies and returning the copy to OLIN

Very truly yours,

OLIN PARTNERSHIP, LTD.

By:
Title:

The foregoing proposal is hereby agreed to.
(INSERT NAME OF OWNER)

By:
Title:

Date of Acceptance:

EXHIBIT A
Olin Partnership, Ltd.
INSERT PROJECT TITLE, etc.
TERMS AND CONDITIONS

1. **Standard of Care**
 - A. The standard of care for all professional services performed or furnished by Olin Partnership, Ltd. under this Agreement will be the skill and care ordinarily used by members of Olin Partnership, Ltd.'s profession practicing under the same or similar circumstances at the same time and in the same or similar locality. Olin Partnership, Ltd. makes no warranties, express or implied, under the Agreement or otherwise, in connection with Olin Partnership, Ltd. services.
2. **Compensation**
 - A. Payments on account of professional fees, consultants' fees and reimbursable expenses shall be made monthly within thirty (30) days after presentation of Olin Partnership, Ltd.'s statement of services. Notify Olin Partnership, Ltd., in writing, of any and all objections, if any, to an invoice within ten (10) days of the date of invoice. If any payment is not made to Olin Partnership, Ltd. within thirty (30) days after the date on which it is due, the Owner shall pay interest on such overdue payment at the rate of ten percent (10%) per annum from the date on which such payment is due until the date of payment. In the event that the Owner fails to pay Olin Partnership, Ltd. any amount within sixty (60) days after the date on which it is due, Olin Partnership, Ltd. may, after seven (7) days' written notice to the Owner, suspend or terminate services under this Agreement until any outstanding amounts (with interest, as aforesaid) have been paid in full.
 - B. Failure to make payments to the Olin Partnership, Ltd. in accordance with this agreement shall be considered substantial nonperformance and cause for termination or, at the Olin Partnership, Ltd.'s option, cause of suspension of services. In the event of a suspension of services, Olin Partnership, Ltd. shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.
 - C. Olin Partnership, Ltd. shall not be responsible for the acts or omissions of the Owner, the Owner's other consultants, any contractor or subcontractor performing any work with respect to the Project, or any agents or employees of any of the foregoing.
3. **Indemnification**
 - A. Owner and Olin Partnership, Ltd. each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorney's fees to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Owner and Olin Partnership, Ltd., they shall be borne by each party in proportion to its negligence.
4. **Force Majeure**
 - A. Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.
5. **Dispute Resolution**
 - A. Owner and Olin Partnership, Ltd. agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of this agreement. Subsequent to mediation, the parties shall endeavor to resolve disputes by arbitration in accordance with Construction Industry Arbitration Rules of the American Arbitration Association effective as of this agreement.
6. **Termination of Contract**
 - A. This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Failure of Owner to make payments when due shall be cause for suspension or termination of services. In the event of termination not the fault of Olin Partnership, Ltd., Olin Partnership, Ltd. shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

chris@landau.design
www.landau.design
399 Market St #360
Philadelphia, PA



7. **Ownership of Documents**
 - A. Drawings, specifications and other documents, including those in electronic form, prepared by Olin Partnership, Ltd. And Olin Partnership's consultants are instruments of service for use solely with respect to the Project. Olin Partnership, Ltd. and their consultants shall retain all common law, statutory and other reserved rights, including copyrights. Olin Partnership, Ltd. grants Owner a license to use instruments of Olin Partnership, Ltd.'s professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Owner, without Olin Partnership, Ltd.'s written permission, shall be at Owner's sole risk, and Owner agrees to indemnify and hold Olin Partnership, Ltd. harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Owner or by others acting through Owner.
 - B. Olin Partnership, Ltd. shall have the right to retain copies of all Materials for their records and for promotional use including photographic or artistic representations of the design of the Project among Olin Partnership, Ltd.'s promotional and professional materials. Olin Partnership, Ltd. shall be given reasonable access to the completed Project to make such representations. However, Olin Partnership, Ltd.'s materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised Olin Partnership, Ltd. in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner and Olin Partnership, Ltd. shall each make all reasonable efforts to provide professional credit for each other in their promotional materials and award submissions for the Project.
8. **Use of Electronic Media**
 - A. Copies of documents that may be relied upon by Owner are limited to the printed copies (also known as hard copies) that are signed or sealed by Olin Partnership, Ltd. Files in electronic media format or text, data, graphic or other types that are furnished by Olin Partnership, Ltd. to Owner are only for convenience of Owner. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Olin Partnership, Ltd. makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Olin Partnership, Ltd. at the beginning of this assignment.
9. **Construction Phase Services**
 - A. If this Agreement provides for any construction phase services by Olin Partnership, Ltd., it is understood that the Contractor, not Olin Partnership, Ltd., is responsible for the construction of the project, and that Olin Partnership, Ltd. is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precaution, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.
10. **Opinions of Cost**
 - A. When included in the Olin Partnership, Ltd.'s scope of services, opinions or estimates of probable construction cost are prepared on the basis of Olin Partnership, Ltd.'s experience and qualifications and represent Olin Partnership, Ltd.'s judgment as a professional generally familiar with the industry. However, since Olin Partnership, Ltd. has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Olin Partnership, Ltd. cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Olin Partnership, Ltd.'s opinions or estimates of probable construction cost.
11. **Insurance**
 - A. Olin Partnership carries the following insurance coverages. Any required coverage greater than these amounts shall be paid by the Owner:
Commercial General Liability: \$1,000,000 each occurrence/\$2,000,000 aggregate
Excess Liability: \$10,000,000
Automobile Liability: \$1,000,000 combined single limit
Workers Compensation and Employers' Liability: \$1,000,000
Professional Liability: \$2,000,000 each claim/\$2,000,000 aggregate
ALL Other Terms and Conditions shall be in accordance with AIA B101-2007 or B104-2007

APPENDIX 4

Services

LANDAU
Design+Technology
www.landau.design
399 Market St #360
Philadelphia, PA

Description

The City of Mountain Brook is developing plans for the redesign of their Village Circle. They are looking for an exciting and manageable planting plan that covers approximately 15000 sq ft or more.

In conjunction with a landscape architecture team, we are proposing a Planting Design Team — botanists, native plant experts, data scientists and computational designers — to create regionally-specific design options that meet aesthetic, botanical, ecological, management, and other design criteria.

In the process the Team wishes to push data and techniques for better planting design. And we plan to share our data and findings with a larger audience via a publication or white paper. We will also share our progress publicly with a larger audience via outlets such as the Plant Agents group (plantagents.org) and OLIN Labs (olinlabs.com).

The plant experts, on the Team, George Gann and Mark Skinner, will begin by gathering and narrowing a plant list to meet these criteria:

- Locally Native
- Available
- Ecologically Compatible

Local botanist Al Schotz will help to verify the validity of the data that the Team collects as well as help guide the

computational design of region-specific factors. Anne Frances will advise the project, and she and Al, being supported by their institutions, will contribute their time *pro bono*. The vetted native plant database created for the Village Circle Project will be shared with the City of Mountain Brook as well as government entities and the public in the Greater Birmingham area to inform and improve vegetation management decision making.

LANDAU will also identify geospatial data that help to describe the environmental characteristics of the site.

LANDAU will utilize the data to create performance-driven, algorithmically-generated planting design options. These options will follow various rules for each plant determined both by the plant's needs (e.g. sun, water, soil, relationship to other plants) and interaction with environmental conditions across the site (e.g. soil, sun, water). Other rules within the algorithm will also reflect design objectives from the team (e.g. color, visibility, proximity, clustering, conservation, and provision of wildlife habitat).

LANDAU will work with the other members of the Planting Design Team to inform and validate ecological, horticultural, and botanical design decisions.

LANDAU will turn over all schematic-level planting designs to The Landscape Architecture Team led by OLIN for creation of construction documents and administration.

Team

LANDAU
Design+Technology
www.landau.design
399 Market St #360
Philadelphia, PA

Team Structure

The Planting Design Team will be managed by LANDAU Design+Technology, but the expertise of the plant scientists on the team will help guide the decision making.

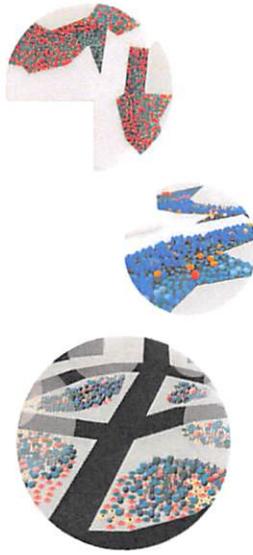
Chris Landau
Computational Designer
Team Manager

George Gann
Native Plant Expert

Mark Skinner, Ph.D.
Plant Data Scientist

Al Schotz
Local Botanist

Anne Frances, Ph.D.
Botany Advisor



Team

LANDAU
Design+Technology
www.landau.design
399 Market St #360
Philadelphia, PA

Native Plant Expert

George Gann
Society for Ecological Restoration

George is Founder and Chief Conservation Strategist at The Institute for Regional Conservation and International Policy Lead for the Society for Ecological Restoration (SER). Over 40 years George has completed hundreds of projects, published more than 100 articles, technical reports, websites, and a book, and given more than 100 presentations to the public and technical audiences. He has worked intensively on native plants, and rare plant conservation in the southeastern US and the Caribbean, from large-scale floristic efforts covering thousands of species to intensive small-scale projects at residential sites and in botanical gardens. He is a global expert on ecological restoration and the lead author of SER's 2019 International Principles and Standards for the Practice of Ecological Restoration.

George believes in using traditional conservation tools, such as the establishment and management of protected areas, as well as more modern approaches including ecological restoration, rare species reintroduction and augmentation, and utilizing regional matrices of protected and restored areas to conserve native plants and animals. His use of floristic plant data to drive conservation strategies has been groundbreaking.



Team

LANDAU
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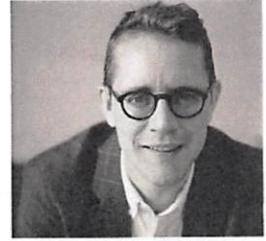
Computational Designer

Chris Landau
LANDAU Design+Technology

Chris is an expert in computational design and visualization, utilizing software development to improve the efficiency and communication power of designers.

He is founder of LANDAU Design + Technology, a firm devoted to enhancing the power of design and designers through visualization, communication, and technology. From custom design workflows and automations to rich animations, LANDAU offers to prospect of magnifying creators of all types. LANDAU primarily works with landscape architects, but has created tools for animal prosthetics and digital fabrication for artists. LANDAU collaborates happily with a team of highly-skilled subconsultants.

Prior to starting LANDAU Design+Technology, Chris worked landscape architecture firm, OLIN, contributing to the development of 3D representation and design. He was also a leader in the studio's digital design research efforts and created a range of custom tools. Chris worked on several of OLIN's most high-profile projects and competitions, including The Metropolitan Museum of Art Fifth Avenue Plaza in New York, Dilworth Park in Philadelphia, Apple Park, Google Mountain View Campus, and OLIN's entries for the National Mall Design Competition in Washington, DC and the Philadelphia International Airport.



Chris is an educator and has presented on a range of topics to students at The University of Pennsylvania, Temple University, Drexel University, Moore College of Art and Design, Jefferson University, University of the Arts, and Virginia Tech, among others. Chris currently teaches an environmental animation studio each year at Penn's Weitzman School of Design.



Team

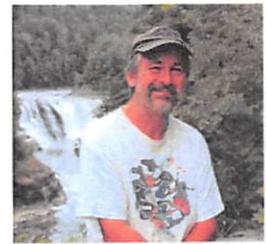
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Local Botanist

Al Schotz
Auburn University

My interest in natural sciences developed at an early age while growing up on a farm in upstate New York. Having unlimited access to a rich diversity of natural environments enabled me to hone my future aspirations as a conservation biologist, and perhaps more specifically, with an emphasis in botany. Upon graduating from high school, I began to pursue my career, both academically and in the workforce. From the early days of my career attending a community college and conducting small-scale floristic studies to my current tenure at Auburn University, I have been truly fortunate with several opportunities for expanding my professional interests and making a difference. My career has taken me throughout much of the eastern U.S., including New York, Texas, Florida, and most recently, Alabama, where I've served in various capacities as a botanist and ecologist. Apart from my profession, I am primarily drawn to activities with an outdoor appeal, such as farming, gardening, fishing, hiking, and nature photography.

During the course of my career, I have authored and coauthored over 100 technical reports, scientific papers, and popular articles, as well as giving numerous presentations to a diverse suite of audiences.



**MINUTES OF THE REGULAR OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
AUGUST 10, 2020**

[Pursuant to a proclamation issued by Governor Kay Ivey on March 18, 2020, elected officials are allowed to meet remotely by means of Internet or telephone conference and the public was invited to listen to, observe, or participate in the meeting by such means. The elected officials met by way of Internet video conference and allowed the public to listen, observe and participate by the same means.]

The City Council of the City of Mountain Brook, Alabama met by way of Internet video conference at 7:15 p.m. on the 10th day of August, 2020. The Council President called the meeting to order and the roll was called with the following results:

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

Absent: None

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

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

1. PRESENTATION

Mayor Welch read aloud Resolution No. 2020-127 (Exhibit 1) expressing the City's gratitude for Patrick Higginbotham's service on the Board of Zoning Adjustment. Mr. Higginbotham expressed his appreciation for the City staff's efforts which made the BZA's job much easier over the years.

Council member Black stated that the BZA is a quazi-legal entity whose decisions may be overturned only by the circuit court. In his recollection, there have only been two BZA challenges in court both of which were upheld in the City's favor which is a testament to the good information provided by City staff and that the BZA has made really good and fair decisions under Mr. Higginbotham's leadership.

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 27, 2020, regular meeting of the City Council

Approval of the minutes of the August 3, 2020, special meeting of the City Council

2020-127	Expression of gratitude to Patrick Higginbotham for his service on the Board of Zoning Adjustment	Exhibit 1
2020-128	Resolution appointing poll workers for the August 25, 2020, general municipal election to decide City Council Place No. 2 between candidates Philip Black and Gerald Garner.	Exhibit 2

2020-129	Authorize the execution of an agreement between the City and Architectural Graphic & Design Specialties, Inc. to modify nine (9) directional signs to reflect the new name of the Library	Exhibit 3, Appendix 1
2020-130 Motion	Authorize the execution of a memorandum of understanding for a 5-department (90:10) Federal Emergency Management Agency (FEMA) sub-grant for the purchase of virtual training equipment and software in the amount of \$98,659.33.	Appendix 2

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

Nays: None

Abstained: None

Council President Smith thereupon declared that said minutes and resolutions (Nos. 2020-127 through 2020-129) and Motion No. 2020-130 were adopted by a vote of 5—0 that and as evidence thereof she signed the same.

3. CONSIDERATION OF AN ORDINANCE (NO. 2073) EXTENDING FOR 90-DAYS THE TEMPORARY MODIFICATION OF THE TEMPORARY RESTAURANT SIDEWALK DINING REGULATIONS FIRST IMPLEMENTED UPON THE ADOPTION OF ORDINANCE NO. 2067 ON MAY 11, 2020 (EXHIBIT 4)

The ordinance was introduced in writing by Council President Smith who then invited comments. There being no comments or questions, President Smith called for a motion. Council member Shelton made a motion that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended, and that unanimous consent to the immediate consideration of said ordinance is given and that the reading of the ordinance at length be waived. The motion was seconded by Council President Pro Tempore Pritchard. Thereupon, Council President Smith called for vote with the following results:

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

Nays: None

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

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

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

Nays: None

The Council President Smith declared that the said ordinance (No. 2073) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

4. CONSIDERATION OF AN ORDINANCE (NO. 2074) EXTENDING FOR 90-DAYS THE TIME RESTRICTIONS FOR THE ON-STREET PUBLIC PARKING LOCATED IN MOUNTAIN BROOK, CRESTLINE AND ENGLISH VILLAGE FIRST IMPLEMENTED UPON THE ADOPTION OF ORDINANCE NO. 2068 ON MAY 13, 2020 (EXHIBIT 5, APPENDIX 3)

The ordinance was introduced in writing by Council President Smith who then invited comments. There being no comments or questions, President Smith called for a motion. Council member Shelton made a motion that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended, and that unanimous consent to the immediate consideration of said ordinance is given and that the reading of the ordinance at length be waived. The motion was seconded by Council member Black. Thereupon, Council President Smith called for vote with the following results:

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

Nays: None

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

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

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

Nays: None

The Council President Smith declared that the said ordinance (No. 2074) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

5. CONSIDERATION OF AN ORDINANCE (NO. 2075) AMENDING CHAPTER 14 OF THE CITY CODE WITH RESPECT TO FEES FOR UTILITY, STREET CUT REPAIRS IN THE CITY (EXHIBIT 6, APPENDIX 4)

The ordinance was introduced in writing by Council President Smith who then invited comments. There being no comments or questions, President Smith called for a motion. Council member Shelton made a motion that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended, and that unanimous consent to the immediate consideration of said

ordinance is given and that the reading of the ordinance at length be waived. The motion was seconded by Council member Black. Thereupon, Council President Smith called for vote with the following results:

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

Nays: None

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

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

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

Nays: None

The Council President Smith declared that the said ordinance (No. 2075) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

6. CONSIDERATION OF AN ORDINANCE (NO. 2076) AUTHORIZING THE PLACEMENT OF A STOP SIGN ON HAMPSHIRE DRIVE (EXITING THE CUL DE SAC) AT ITS INTERSECTION WITH HAMPSHIRE DRIVE (EXHIBIT 7, APPENDIX 5)

The ordinance was introduced in writing by Council President Smith who then invited comments.

Margaret Clements of 3563 Hampshire Drive:

- There are approximately 11 children living on the street, elderly pedestrians and young drivers too
- The street currently is uncontrolled and no markings
- There have been numerous near miss accidents along the street
- The stop sign is requested to address safety concerns

Mr. and Mrs. Mark Lloyd of 3555 Hampshire Drive:

- There are a lot of children living on the street
- Requests the stop sign for safety reasons

Council member Shelton expressed confusion as to whether one or two stop signs were being considered to which Mr. Gaston stated that the traffic consultant, Richard Caudle, is only recommending one at the cul de sac presently. Council member Shelton stated that he would like to find out why one is not also being recommended at the Oakdale intersection of Hampshire.

Mike McGovern of 3564 Hampshire Drive:

- Motorists routinely speed through the right-hand turn mentioned by Mr. Shelton
- Requests that the City consider a stop sign or speed humps at this location

Chief Cook:

- Stated that he is not sure Mr. Caudle considered the Oakdale location with respect to the necessity of traffic control

Council member Black:

- Suggested that the stop sign be approved and ask the traffic consultant to study the other intersection [Council member Shelton expressed his agreement to this suggestion]

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

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

Nays: None

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

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

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

Nays: None

The Council President Smith declared that the said ordinance (No. 2076) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

Ronnie Vaughn stated that the stop sign will be installed by August 14. The painted stop bar may be delayed so that it can be coordinated with the other stop sign mentioned earlier assuming one is recommended by Mr. Caudle after his review.

7. ANNOUNCEMENTS

The next regular meeting of the City Council will be August 24, 2020, at 7:00 p.m. with the location and means to be determined and announced at a later date.

8. ADJOURNEMENT

There being no further business or matters for discussion, Council President Smith adjourned the meeting at approximately 7:30 p.m.

9. 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 by Internet teleconference on August 10, 2020, 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 24, 2020

EXHIBIT 1**RESOLUTION NO. 2020-127**

**EXPRESSION OF GRATITUDE TO PATRICK HIGGINBOTHAM
FOR HIS DEDICATED SERVICE TO THE CITY ON THE
BOARD OF ZONING ADJUSTMENT**

WHEREAS, Patrick Higginbotham has served with distinction on the Board of Zoning Adjustment of the City of Mountain Brook from March, 14, 2005 to June 15, 2020; and

WHEREAS, Patrick Higginbotham has served as Chairman to the Board of Zoning Adjustment from October 8, 2012 to June 15, 2020; and

WHEREAS, In Patrick Higginbotham's tenure on the Board of Zoning Adjustment he consistently exhibited a dedication to the integrity of the city's zoning ordinance, and by extension, a dedication to the physical integrity and developmental composition of the residential neighborhoods of the city of Mountain Brook, and;

WHEREAS, Patrick Higginbotham unfailingly led the Board of Zoning Adjustment by example, through his exemplary work ethic; always arriving to the meetings having read all supporting material, and being prepared for the meetings with insightful questions and points of view, and;

WHEREAS, Patrick Higginbotham, as chairman of the Board of Zoning Adjustment, exhibited professionalism in his leading of the meetings, ensuring that the spirit of the zoning ordinance was held intact; but at the same time, exhibiting kindheartedness to those seeking a variance; and

WHEREAS, Patrick Higginbotham's detailed analysis of variance cases, and his judicious methodology in arriving at sound conclusions, served as an example to junior members of Board of Zoning Adjustment for 15 years; and

WHEREAS, it is the desire of the City of Mountain Brook to express its gratitude to Patrick Higginbotham for his unselfish service and tireless efforts while serving on the Board of Zoning Adjustment and;

NOW, THEREFORE, BE IT RESOLVED that the City Council and Mayor, on behalf of the residents of Mountain Brook, do publicly thank Patrick Higginbotham for his exemplary service.

EXHIBIT 2

RESOLUTION NO. 2020-128

WHEREAS, a special municipal election has been called to be held on the 25th day of August, 2020, and a runoff election to be held, if necessary, on the 9th day of October, 2020, 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,

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

Diane M. Fisher	Chief	3829 Cove Drive 35213	879-8011	dianefisher@charter.net
Kimberly H. Carney		12 Montrose Circle	871-1100	
Don Beville				
Diane E.		3917 Montevallo Road 35213		
Weatherford				
Winn Crockard		(6:30 a.m.-1:00 p.m.)		
Katherine Garzon		(1:00 p.m. -7:30 p.m.)		
Carmen Echols		(6:30 a.m.-1:00 p.m.)		
Anne Ragsdale		(1/2 day worker)		

Polling Location No. 2 - Mountain Brook City Hall

Stephanie Byrne	Chief	605 Dexter Avenue 35213	907-8362	sbyrne@realtysouth.com
Sue Moore Abele		3767 Jackson Blvd 35213		
James T Cobb, Jr.		121 Crestview Drive 35213		
Judy H. Pittman		4301 Cross Keys Road 35213		
Patricia P Pugh		4162 Appomattox Lane 35213		
Caroline M. Daniel		123 Greenbriar Lane 35213		
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	Clerk			
Suzan Doidge	Clerk			

Polling Location No. 3 - Brookwood Baptist Church

Ronald B. Cohen	Chief	3267 Hillard Drive 35243	969-2340	avieron@bellsouth.net
Kathryn H. Horton	Asst	3270 Hillard Drive 35243	401-8654	
David M. Cohen		3267 Hilliard Drive, 35243	773-724-0907	
Avrin O. Cohen		3267 Hillard Drive 35243	969-2340	
William H. May Jr.		4117 Shiloh Drive, 35213	572-9559	
Andrea M. May		4117 Shiloh Drive, 35213	994-5323	
Phillip L. Teninbaum		3201 Stoningham Drive 35243	967-5577	
Eva L. Wilensky		3340 Stoneridge Lane 35243	967-3340	

Polling Location No. 4 – Mountain Brook Community Church

Carole C. Pitard	Chief	3327 Woodridge Road, 35223	968-6670	
William F Martin III		2933 Green Valley Rd 35243	612-3649	
Martha L. Phillippi		3344 Eaton Road 35223-2835	967-0889	
Helen Martin		2933 Green Valley Rd 35243	612-3649	
Evan R. Roberts		4414 Briar Glen Circle, 35243	913-3143	
Betsy Faucette		2516 Ashford Place, 35243		
Kelly Higgins		3325 Springhill Rd, 35223		
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
Martha Green Isom	Asst	2300 Highland Crescent, 35205	777-3543	marthagisom@gmail.com
Lynn McPeters Smith		2308 River Grand Dr, 35243	335-0173	
Francis L. Hogg		2617 Lanark Road, 35223	999-5223	

Polling Location No. 6 - Cherokee Bend Elementary School

Russell B. Tyler	Chief		999-8202	trussell10369@gmail.com
Kimberly Compton		4320 Corinth Drive 35213	871-3730	
Anaquasia Ross				
Jayda Marble			200-5610	
Tracey Marble			586-9274	
Nakkia Battle			853-3871	

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 additional and 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	\$250
Assistant Chief Inspectors/Clerks	\$200
Absentee Clerks	\$ 55

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 for any poll workers training sessions hosted by the City.

EXHIBIT 3
RESOLUTION NO. 2020-129

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes either the Mayor or City Manager to execute, for and on behalf of the City Council, an agreement between the City and Architectural Graphic & Design Specialties, Inc., in the form as attached hereto as Exhibit A, subject to such minor revisions recommended by legal counsel, with respect to their redesign and manufacturing of gateway signage for the City due to the recently renamed O'Neal Library.

EXHIBIT 4
RESOLUTION NO. 2020-129**ORDINANCE NO. 2073**

**90-DAY EXTENSION OF THE TEMPORARY MODIFICATION OF
RESTAURANT SIDEWALK DINING REGULATIONS**

WHEREAS, many small businesses and have suffered financially due to the business disruptions caused by government and business restrictions imposed to curtail the spread of the COVID-19 virus; and

WHEREAS, restaurants are among those small businesses facing economic challenges as those restrictions required them to cease on-premises dining; and

WHEREAS, the State of Alabama has now passed new guidelines which will permit restaurants to resume on-premises dining, albeit with appropriate safeguards; and

WHEREAS, the City, its small business community, restaurants and residents understand the importance of keeping appropriate safeguards in place so as maintain the progress that has been achieved through social distancing; and

WHEREAS, the City understands that continued productivity and economic activities are necessary to the welfare of business owners, employees, families and the entire Mountain Brook community and is committed to protecting both the economic health of its business owners and the health of the community; and

WHEREAS, one of the ways that the City believes on-premise dining can be made safer and compliant with State Health requirements is by use of outdoor dining areas, including those on sidewalks in front of dining establishments; and

WHEREAS, the City has detailed regulations and standards in place concerning the use of public sidewalks for dining operations and those regulations are designed to protect the character of the City's historic villages; and

WHEREAS, during these unprecedented times, the City finds that temporary modification of some of those standards and regulations to be appropriate and necessary to permit business operations and the economic vitality of the community to continue, as well as to protect the health and safety of patrons.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mountain Brook, Alabama, pursuant to relevant provisions of the Emergency Management Agency Act of 1955, as amended, Governor Kay Ivey's State of Emergency Proclamations and the Alabama State Health Officer's Orders as follows:

1. For a period of time beginning on the date of passage of this Ordinance and ending 90 days thereafter (the "Restaurant Relief Period"), Section 46-6 of the City Code containing Sidewalk Café Regulations shall be temporarily modified so as to facilitate and expedite the ability of restaurants to utilize sidewalks for dining operations. Such modifications are as follows:
 - a) Village Design Review Committee review and approval provided for in Section 46-6 (b)(2) & (3) shall not be required.
 - b) City Council review and approval required by Section 46-6 (b)(4) shall not be required; provided, however, that city clerk shall not issue a Sidewalk Café Permit until such time as the owners of both the restaurant and the property have executed the City's Hold Harmless & Release Agreement in the form attached hereto.
 - c) New sidewalk cafés permitted pursuant to these temporary modifications and expansion of existing sidewalk cafes shall also be subject to the following in lieu of those regulations found in Sections 46-6 (c)(1) & (2):
 - a. Limitations on the area permitted to be used by a sidewalk café during the Restaurant Relief Period shall be temporarily modified so as to allow the area to be expanded beyond the area directly in front of the building in which the restaurant is located, as may be approved by the City Clerk, provided that sufficient clearance for pedestrian passage is maintained pursuant to ADA requirements.
 - b. Operation of outdoor areas approved under these temporary standards shall

be restricted to evening hours from 5:00 p.m. until close of business.

- c. Tables and chairs shall be removed from the sidewalk and stored during the hours in which operation is not permitted.
 - d) Sidewalk cafes approved prior to the passage of these modification and under the existing Code provisions shall be permitted to continue to operate pursuant to and within the scope of the City Council approval for such café.
2. All other provisions of City Code Section 46-6 that are not specifically modified hereby shall remain in full force and effect.
 3. The Administrative Processing Fee imposed pursuant to Section 46-6(b)(1) is hereby waived for all applications submitted pursuant to this Ordinance.
 4. 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.
 5. 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.
 6. Effective Date. This ordinance shall become effective immediately upon adoption and publication as provided by law. The provisions of this ordinance shall expire ninety (90) days from the date of passage unless otherwise extended or made permanent by the City Council.

EXHIBIT 5

ORDINANCE NO. 2074

AN ORDINANCE EXTENDING FOR 90-DAYS THE TIME RESTRICTIONS FOR THE ON-STREET PUBLIC PARKING LOCATED IN MOUNTAIN BROOK, CRESTLINE AND ENGLISH VILLAGES FIRST IMPLEMENTED UPON THE ADOPTION OF ORDINANCE 2068 ON MAY 13, 2020

WHEREAS, the City of Mountain Brook has been operating under a State of Emergency issued by the Governor of the State of Alabama and the City of Mountain Brook due to the COVID-19 pandemic; and

WHEREAS, COVID-19 is a highly contagious communicable disease spread by contact between people and activities of residents and patrons of City businesses have been restricted so as to minimize such contact through “social distancing”; and

WHEREAS, while COVID-19 impacts people of all ages, from children to the elderly, the greatest impact, in terms of severity, has been to the elderly and those with underlying medical conditions; and

WHEREAS, on this date, by order of the Governor and State Health Officials, the restrictions that were in place are being eased to permit the operation of most commercial establishments, including restaurants which, prior to today, had been restricted to “take out only” operation; and

WHEREAS, while most establishments may resume operation under careful social distancing guidelines, contactless commercial transactions remain the safest and most effective way to effectuate the social distancing, which is still believed to be necessary to manage the spread of COVID-19; and

WHEREAS, most of the City’s commercial enterprises in its historic villages are without dedicated private parking and rely on shared public parking to support operations; and

WHEREAS, in order to facilitate the use of “take out” services for restaurants and contactless “pick up” of other commercial goods, the City wishes to provide a parking zone on each block in Mountain Brook Village and Crestline Village for contactless delivery of services so those who want to utilize the services of commercial operations in those areas but want to maintain social distancing through contactless delivery will have a place to do so; and

WHEREAS, the City understands that continued productivity and economic activities are necessary to the welfare of business owners, employees, families and the entire Mountain Brook community and is committed to the economic health of its business owners and the health of the community; and

WHEREAS, during these unprecedented times, the City finds that temporary identification of “take out parking” and regulation of the use of spaces in those areas to be appropriate and necessary to allow the economic vitality of the community to continue, as well as to protect the health and safety of patrons.

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

Section 1. The parking spaces located on the following streets and identified as “Take Out Zones” on the attached parking maps shall be designated as “Take Out Only” and shall be used only for the delivery of food or other commercial goods directly to the automobiles parked therein:

CHURCH STREET
OAK STREET
CULVER ROAD
CANTERBURY ROAD

CAHABA ROAD
MONTEVALLO ROAD
PETTICOAT LANE

Section 2. Vehicles parked in any “Take Out Zone” must be occupied and the occupants thereof must be waiting on the delivery of commercial services. Vehicles that are unoccupied or are parked in such areas for any other reason shall be in violation of this ordinance.

Section 3. Any person violating the provisions of Section 1 or 2 of this ordinance shall, upon conviction thereof, be punished within the limits and as provided by Section 50-107 of the Code of the City of Mountain Brook.

Section 4. 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 5. 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 5. Effective Date. This ordinance shall become effective immediately upon adoption and publication as provided by law. The provisions of this ordinance shall expire ninety (90) days from the date of passage unless otherwise extended or made permanent by the City Council.

APPENDIX 3

EXHIBIT 6

ORDINANCE NO. 2075

AN ORDINANCE AMENDING SEC. 14-1 OF THE CITY CODE REGARDING SEC. 46-81(a), (c) FEES FOR THE RESTORATION OF PAVED SURFACES

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

Section 1. **Amendment.** Section 14-1 Building Permit Fees:

“Sec. 46-81(a), (c) Cost of restoration of asphalt or concrete pavement
(per square yard) ~~\$75.00~~ **\$275.00**”

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 ordinance shall become effective immediately upon publication as provided by law.

APPENDIX 4

EXHIBIT 7

ORDINANCE NO. 2076

AN ORDINANCE TO PROVIDE FOR STOP SIGN ON HAMPSHIRE DRIVE AT ITS INTERSECTION WITH HAMPSHIRE DRIVE AND TO PROVIDE FOR PUNISHMENT THEREOF

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

Section 1. It shall be unlawful for the driver of any vehicle to cause or allow such vehicle traveling in a westerly direction (exiting the cul de sac) on Hampshire Drive to enter its intersection with Hampshire Drive when there is standing at such intersection a “Stop” sign facing in the direction of such driver without having first brought such vehicle to a complete stop within ten (10) feet of said intersection.

Section 2. Any person violating the provisions of this ordinance shall be punished by a fine not to exceed \$500.00, or by imprisonment not to exceed 180 days, or both.

Section 3. All ordinances or portions of ordinances conflicting with this ordinance are hereby repealed.

Section 4. If a court or competent authority finds that any provision of this ordinance is invalid, illegal, or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this ordinance shall not be affected.

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

APPENDIX 5

MINUTE BOOK 91



August 11, 2020

Mr. Sam Gaston
City of Mountain Brook
Mountain Brook, AL

Re: Wayfinding Signage – Library

Sam:

We look forward to working with you on this project. Following is the revised pricing to remove O'Neal from the existing wayfinding signage. There are a quantity of (8) eight existing signs:

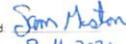
Option B - Replacement Graphic Panels
Custom Panel at 4'-10" x 2'-10" x 1/8" thick
Background painted Dark Bronze
Painted Custom Green and Custom Gold Border
Reflective Gold and Reflective White Graphics
Digitally Printed Logo

Material Cost – (8) at \$945 (each)... \$7,560.00 + tax
Installation – (8) at \$175 (each)... \$1,400.00

Terms: 50% Down Payment, Balance on Completion

Sincerely, 

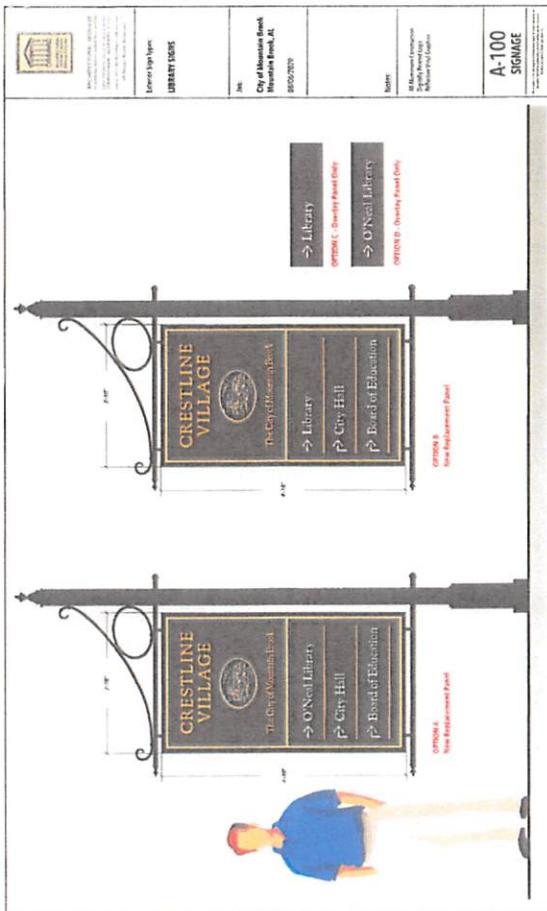
Christopher Brown, Sr. Vice President
Architectural Graphic & Design Specialties, Inc.

Approved: 
Date: 8-11-2020

ARCHITECTURAL SIGNAGE • PLANNING • DESIGN • INSTALLATION
4053 Montevallo Road • Birmingham, Alabama 35215 • Phone: 205-870-6282 • Fax: 205-870-0583 • www.architecturalspecialties.net



APPENDIX 1



EFFECTIVE DATE

This Memorandum of Understanding is effective upon signature of the parties and will remain in effect throughout the period set forth by the Assistance to Firefighters Grant program of one year from the date of the award. Copies of this document must be retained for a period of not less than 3 years from the closing date of the award's Period of Performance as defined in the NCFD.

The undersigned, by signing below, acknowledge that he/she is the authorized representative for the department agency specified herein. The signatory also agrees to use any and all equipment provided to their department agency for purposes specified in the grant.

ACCEPTED TO BY:

Mountain Brook Fire Department
Authorized Representative

Chris J. Mullins
Name (print)
Signature
Participant EIN
63-0483370
Date
5/11/2020

Rocky Ridge Fire District
Authorized Representative

Jon A. Leod
Name (print)
Signature
Participant EIN
63-0483370
Date
5/11/2020

AFC Memorandum of Understanding, 2018 AFC Regional Application 1

MEMORANDUM OF UNDERSTANDING

Between the

Rocky Ridge Fire District and the Mountain Brook Fire Department
2018 Assistance to Firefighters Grant Program
Application EMW-2018-FR-00473

PURPOSE:

To award previous MOU dated 10/11/2018 for the purpose of clarifying costs and projected local match as a result of IT equipment bids and restructuring of match determination.

IMPLEMENTATION OF AGREEMENT:

As signatories to the Memorandum of Understanding, and as previously verbally authorized, each participant agrees to provide 10% of the matching funds for the equipment identified in the application being prepared. The approximate 10% match for each piece of equipment is defined below.

** If pricing and quantities are subject to final award decisions. Participant agrees to this possibility and will understand that the final award decisions and quantities could be altered and will agree to the new terms of the award at the time of its institution.

Table with 4 columns: Description, Quantity, Unit Price, Estimated. Lists items like Video/Work Station PC, MC Office Phone and Business, etc.

Total Mountain Brook: \$ 8,883.00

Total Mountain Brook: \$ 8,883.00

Total Mountain Brook: \$ 8,883.00

AFC Memorandum of Understanding, 2018 AFC Regional Application 1

MEMORANDUM OF UNDERSTANDING

Between the

Rocky Ridge Fire District and the Mountain Brook Fire Department
2018 Assistance to Firefighters Grant Program
Application EMW-2018-FR-00473

PURPOSE:

To award previous MOU dated 10/11/2018 for the purpose of clarifying costs and projected local match as a result of IT equipment bids and restructuring of match determination.

IMPLEMENTATION OF AGREEMENT:

As signatories to the Memorandum of Understanding, and as previously verbally authorized, each participant agrees to provide 10% of the matching funds for the equipment identified in the application being prepared. The approximate 10% match for each piece of equipment is defined below.

** If pricing and quantities are subject to final award decisions. Participant agrees to this possibility and will understand that the final award decisions and quantities could be altered and will agree to the new terms of the award at the time of its institution.

Table with 4 columns: Description, Quantity, Unit Price, Estimated. Lists items like Video/Work Station PC, MC Office Phone and Business, etc.

Total Mountain Brook: \$ 8,883.00

Total Mountain Brook: \$ 8,883.00

Total Mountain Brook: \$ 8,883.00

AFC Memorandum of Understanding, 2018 AFC Regional Application 1

EFFECTIVE DATE

This Memorandum of Understanding is effective upon signature of the parties and will remain in effect throughout the period set forth by the Assistance to Firefighters Grant program of one year from the date of the award. Copies of this document must be retained for a period of not less than 3 years from the closing date of the award's Period of Performance as defined in the NCFD.

The undersigned, by signing below, acknowledge that he/she is the authorized representative for the department agency specified herein. The signatory also agrees to use any and all equipment provided to their department agency for purposes specified in the grant.

ACCEPTED TO BY:

Mountain Brook Fire Department
Authorized Representative

Chris J. Mullins
Name (print)
Signature
Participant EIN
63-0483370
Date
5/11/2020

Rocky Ridge Fire District
Authorized Representative

Jon A. Leod
Name (print)
Signature
Participant EIN
63-0483370
Date
5/11/2020

AFC Memorandum of Understanding, 2018 AFC Regional Application 1

2074



APPENDIX 3

2074



APPENDIX 3



APPENDIX 3

2075



Ronald Vaughn

1:58 PM
(1 hour ago)

Utility Cut Repairs

1 message

Ronald Vaughn <vaughnr@mtnbrook.org> Mon, Aug 3, 2020 at 12:00 PM
To: Steve Boone <boones@mtnbrook.org>
Cc: Sam Gaston <gastons@mtnbrook.org>

to Sam, me

Just got off the phone with Steve Stine and he said it is okay to proceed with our crews doing the concrete. He and I reviewed the contract together and agreed that we will be fine. Chris Glenn is also okay with our staff doing the concrete work.

Ronnie Vaughn
Public Works Director

On Thu, Aug 6, 2020 at 1:31 PM Sam Gaston <gastons@mtnbrook.org> wrote:
Does this mean we can still use Glen when needed? Don't we use Public Works some now for concrete repairs when we had Rocky Smith as our contractor.
Do you mind speaking with Steve Stine about this plan?

Sam S Gaston
City Manager

From: Ronald Vaughn [mailto:vaughnr@mtnbrook.org]
Sent: Thursday, August 06, 2020 1:27 PM
To: Steve Boone; Sam Gaston
Subject: Utility Cut Pricing

Please find attached for the council agenda the new pricing for utility cut repairs.

[Street Cut Requirements](#)

Ronnie Vaughn
Public Works Director

The new rates for utility cut repairs will be \$275.00 per square yard for asphalt and \$1,150.00 per square yard for concrete.

No changes in the excavation fee which will remain at \$3.00 and minimum permit fee of \$25.00.

Ronnie Vaughn
Public Works Director
City of Mountain Brook AL
3579 East Street
Birmingham, Alabama 35243
205.802.3865 Office
205.967.2631 Fax
vaughnr@mtnbrook.org

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APPENDIX 4

CITY OF MOUNTAIN BROOK, ALABAMA

INSPECTION DEPARTMENT

REQUIREMENT FOR EXCAVATING AND BACKFILLING OF STREET CUTS

****All Street Cuts Have To Be Approved By ****

Hunter Johnston
205.802.3875

1. A permit shall be required from the City Clerk and approved by the City Manager for each excavation in a public street or alley before the work is connected.
2. There shall be no more than one-half of any street or alley opened or obstructed at any one time.
3. Remove all broken or cracked asphalt.
4. Backfill with crushed fine stone (thoroughly tamp in lifts).
5. Clean surrounding area thoroughly, both horizontal and vertical.
6. Install temporary patch (4" of cold mix asphalt).
7. All permanent repairs will be made by the City of Mountain Brook.

8. Charge for Cutting:

A. First 12 months after completion	500.00
B. Second 12 months after completion	400.00
C. Third 12 months after completion	300.00
D. Fourth 12 months after completion	200.00
E. Fifth 12 months after completion	100.00

9. Cost of Repairs:

A. Excavation permit fee	3.00
B. Cost of restoration for asphalt or concrete pavement (per sq yd)	275.00
C. Minimum charge	25.00

2076

8/5/2020

City of Mountain Brook Mail - FW: Proposed stop sign at bottom of hill on Hampshire Drive

MINUTE BOOK 91

547

Steve Boone <boones@mtnbrook.org>



FW: Proposed stop sign at bottom of hill on Hampshire Drive

1 message

Sam Gaston <gastons@mtnbrook.org>

Mon, Aug 3, 2020 at 5:00 PM

To: Virginia Smith <wood967@icloud.com>, Billy Pritchard <BillyP@pm-j.com>, Stewart@welchgroup.com, Alice Womack <alicewomack14@gmail.com>, Lloyd Shelton <lcs@borlandcpa.com>, Phil Black <Phil@bgrouparch.com>
Cc: Steve Boone <boones@mtnbrook.org>

FYI. I have not seen the petition for a speed bump and speed limit signs yet. Only item we have on the agenda for Hampshire on August 10th is the stop sign.

Sam S. Gaston
City Manager
City of Mountain Brook, AL
56 Church Street
P.O. Box 130009
Mountain Brook AL, 35213
(205) 802-3803 Phone
(205) 870-3577 Fax

From: Robert Plumb [mailto:bobbyplumb21@gmail.com]
Sent: Monday, August 03, 2020 4:11 PM
To: gastons@mtnbrook.org
Subject: Proposed stop sign at bottom of hill on Hampshire Drive

Dear Mr. Gaston,

I appreciate your time over the phone today regarding the captioned. As we discussed, my wife and I do not oppose the installation of the proposed stop sign. This along with the pruning of obstructing vegetation should improve traffic conditions at the intersection.

I also mentioned to you that a petition is now circulating in the neighborhood to add a speed bump and speed limit signs to the petition. These my wife and I oppose and consider excessive where traffic volume and speed are naturally limited by a hilly, short (approx. quarter mile), dead end street with twenty-one (21) houses. It also does not make sense to have all these traffic management devices installed on such a street where no known traffic accidents have occurred over the twenty plus years we have lived on the street.

Thanks again again for your time and the consideration of our comments.

Jill & Bobby Plumb 3549 Hampshire Drive

Respectfully,

<https://mail.google.com/mail/u/0?ik=01587315e1&view=pt&search=all&permthid=thread-f%3A1674043237309190863%7Cmap-f%3A1674043237309...> 1/2

APPENDIX B



From: jwilsonpiano@att.net [mailto:jwilsonpiano@att.net]
Sent: Sunday, August 02, 2020 9:36 PM
To: gastons@mtnbrook.org
Subject: Request for stop sign on Hampshire Drive

Dear Mr. Gaston,

Thank you for your quick response to the petition you received signed by the Mountain Brook residents on Hampshire Drive requesting a stop sign on the cul-de-sac coming down the hill as well as a speed bump just before the intersection as you come into the neighborhood from Oakdale Drive. Several speed limit signs along the street would be most helpful. I will be out of town when the City Council meets on August 10th to consider this request.

I do feel that the lack of a stop sign, speed limit signs, and speed bumps presents a potential for a tragedy. I know that the council members will give our petition careful consideration.

Thanks to you and the other council members for all that you do to make Mountain Brook a wonderful community.

Sincerely,

Judy Wilson
3556 Hampshire Drive

Sam Gaston

From: Margaret Kerpeles <karpeles_margaret@hotmail.com> on behalf of Margaret Kerpeles
Sent: Wednesday, July 08, 2020 2:16 PM
To: gastons@mtnbrook.org
Subject: Need of a stop sign

My name is Margaret Clements. I live at 3563 Hampshire Drive, off Oakdale by the high school. This road consists of 2 cul de sacs. When turning onto Hampshire you can continue straight to one circle, where I live or you can turn right and continue up the hill to another circle. There is no yield or stop sign at that junction. We have numerous kids that ride their bikes and play on the street and they are aware of traffic, however the cars are not. As a neighborhood we would appreciate a stop sign coming down the hill for cars continuing left towards Oakdale. Thank you for your consideration!

Sincerely,
Margaret Clements
205-470-2529

Sent from my iPhone

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