

**MOUNTAIN BROOK CITY COUNCIL  
PRE-MEETING DISCUSSION  
SEPTEMBER 12, 2022**

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[As a convenience, members of the public were invited to listen, observe and participate in the public meeting by Internet video conference.]

The City Council of the City of Mountain Brook, Alabama met informally in-person at 6:00 p.m. on the 12<sup>th</sup> day of September, 2022 (others were allowed to listen to the meeting by way of Internet video conference). 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  
Alice B. Womack  
Gerald A. Garner  
Lloyd C. Shelton  
Stewart Welch III, Mayor

Absent: None

Also present were City Attorney Whit Colvin, City Manager Sam Gaston, and City Clerk Heather Richards.

**1. AGENDA**

1. Change order for Field #1 at the Athletic Complex

Dale Brasher-GMC

- Change order submitted by Morris-Shea for \$873,000
- This change order is different because the work has already been completed

Bill Shea-Morris-Shea

- Overview of events:
- When work began, noticed the field was designed smaller than original field (due to the way the field was orientated in the space)
- Original field had 285 foot fence all around predominately for 7<sup>th</sup> & 8<sup>th</sup> graders which is appropriate size field for kids of that age
- What was drawn up was a good bit shorter with 250 foot fence in one corner, 260 in another, 279, 274 in another corner and 270 in center
- A lot of work was done on grading, pushing dirt out, cutting hillside out, rotating, and resurveying
- This resulted in a field that was 10 and ½ percent bigger than what was in drawings (275 in corners and 285 in alleys and center field) This is a more appropriate field for 7<sup>th</sup> and 8<sup>th</sup> graders
- Did a lot on regrading hillside and retaining walls to make overall area bigger (not just field)
- Shaved hillside back further that allows people to walk all around the field
- The whole left field area was a rock excavation which is very expensive and time consuming
- A question was asked (in the addendum when job was bid) about what happens if they hit rock, the answer was to submit a change order for rock excavating

- When he hit rock he had two choices-1. stop work and give an estimate of what the cost would be or 2. keep going and keep up with the totals. The decision was made to keep going to stay on schedule to get field turned over
- 1/3 of field was rock excavation, which brought on having to fill in rock to get sub grade back level
- Added additional filler and hauling rock off site which is very expensive and time consuming

#### Lloyd Shelton-Council Member

- It is standard to submit change orders before proceeding forward
- This is unusual in that the work is already done
- Typically on change orders, conversations are had before work is completed

#### Bill Shea

- A lot of stuff was done “on the fly”
- Had dozens of renditions of where to place the field
- Had a full time surveyor for two months
- At any point of time could have stopped work until it was all agreed upon but would not have come up with a finite amount of rock to excavate
- A lot of things were added as they were doing it “on the fly” that added up to the amount on this change order such as: rock and plumbing for concession stand
- Did tweaks that made sense and gave the City a better product such as: laying a more expensive pipe for water and sewer as opposed to regular PVC pipe
- Cage built has a lot more square footage underneath

#### Lloyd Shelton

- Asked if there are any drainage issues on the field

#### Bill Shea

- There are some drainage issues on the field that they are looking into
- Had 2 or 3 major rain events that caused some puddling on the field
- Feels a lot of the drainage issues are due to the rock subgrade on left field
- On normal field, there is turf, stoning, and then dirt that will absorb some water
- The field has drains on top of subgrade that carries water to the edge of the field that goes to drains around the field
- At this point, do not know if the perimeter drains are at capacity or if the subgrade needs to be looked at further
- Will evaluate the drainage issues and will address the problem whether it is adding more drains or subgrade
- This change order is so they can be made whole from expenses incurred
- The completed project is better and has a larger field than original field
- Agreement was if made the field bigger, Morris-Shea would cover the cost of additional turf

#### Virginia Smith-Council President

- The concern is the amount of the change order
- Would like to meet in a smaller meeting with council member Pritchard to discuss further

## 2. 751 Bentley Drive next steps

#### Sam Gaston-City Manager

- Received e-mails from the neighbors of 751 Bentley Drive and they want the City to proceed with demolition

- Neighbors were concerned with delays, repairs, and contractors backing out if demolition was delayed

Virginia Smith-Council President

- In favor of following through with Resolution No. 2022-121 to demolish the structure at 751 Bentley Drive

Sam Gaston

- Need to authorize a contract for the demolition subject to legal council approval

Virginia Smith

- Item added to the formal agenda (Motion 2022-137)

### 3. Stop sign request for Sherwood Road and Brookwood Road

Sam Gaston-City Manager

- Received a request for this stop sign
- Richard Caudle looked at the location and recommended a 3-way stop sign

Virginia Smith-Council President

- Saw the issue was line of sight, suggested removing the shrubbery by the street sign
- Wants to have Richard Caudle look at it again after shrubbery has been removed
- Will discuss again at next council meeting

### 4. Conditional Use application for MPower located at 2419 Canterbury Road

Tyler Slaten-Senior Planner

- Mrs. Curtain revised her proposal since last meeting
- Current proposal before the council has the group class to end at 11:10 a.m.
- Proposal also includes one group class from 1:30 p.m. to 2:20 p.m.
- Revised request to allow 6 clients and 2 personal trainers (opposed to 3 clients and 1 personal trainer) during the 10:30-4:30 window

Virginia Smith-Council President

- Met with Mrs. Curtain and Council Member Womack to discuss concerns (largely music)
- In favor of allowing 10:20 a.m.-11:10 a.m. and not allow the group class from 1:30 p.m. to 2:20 p.m.

Alice Womack-Council Member

- Liked that the proposal was changed to have group class end at 11:10 a.m.
- Concern is music from 10:30-11:10

Billy Pritchard-Council President Pro Tempore

- In favor of the revised proposal

Gerald Garner-Council Member

- In favor of the revised proposal

Emma S. Curtain-Owner of MPower Fitness

- Feels the village is empty at 1:30
- Everyone leaves the village after lunch

Virginia Smith

- Item added to the formal agenda (Resolution No. 2022-138)

5. Conditional Use application for a lunchtime operation for Rougaroux located at 2716 Culver Road

Jay Freeman-Owner of 2716 Culver Road building

- Based on feedback from last council session, narrowed request to not use patio seating during conditional use (lunchtime operation) hours
- Working with building officials and the Fire Marshal on the pick-up window
- Asking council to approve lunchtime service in dining room and lunchtime service from pick-up window with Fire Marshall approval

Lee Rhudy-Fire Marshall

- Concerns: congestion of area, obstructions (cars) and electrical lines

Jay Freeman

- Requesting the conditional use approval to know if they can serve lunch. If approved, then the architect will design the plans

Andrew Taylor-Architect

- There is room in the ally if everyone parks legally; however, cars are parked illegally

Gerald Garner-Council Member

- In favor of the conditional use
- Want businesses to open for lunch

Lloyd Shelton-Council Member

- In favor of the conditional use
- The request before the council is pending approval from the Fire Marshall

Billy Pritchard-Council President Pro Tempore

- Wants to get approval from the Fire Marshall before approving the conditional use

Jay Freeman

- The biggest concern is the conditional use to serve lunch, without the approval, the project does not move forward
- In terms of the courtyard and design in the back, they will work with the Fire Marshall

Virginia Smith

- Item added to the formal agenda (Resolution No. 2022-139)

6. Dogs on Crestline Field

Billy Pritchard-Council President Pro Tempore

- Received several reports that individuals are still not picking up after dogs
- Current ordinance prohibits dogs ½ hour before, during and ½ hour after events
- Dogs need to be prohibited (at very least until November)
- There are several dog parks in Mountain Brook
- Leash laws are not being followed

Gerald Garner-Council Member

- Biggest concern was health risk

- Tried “self-police” but it is not working

Shanda Williams-Parks and Recreation Superintendent

- The problems are dog feces and dogs digging holes

Jaye Loggins-Police Chief

- Asked animal control officer to change schedule and to pay more attention to the dogs on the fields

Virginia Smith-Council President

- This has been an on-going problem for years
- Banning dogs from the fields is not an action that any of the council members want to make
- If approved, may look at putting some kind of fenced in area for dogs in Crestline

Valerie Williams-120 Camellia Drive

- Want a compromise because the field is not always in use
- The dog park in Mountain Brook elementary is all dirt and is very small
- This community should have a compromise where everyone gets what they want
- Want to enforce the laws in place that prohibit dogs during events and the leash law instead of banning dogs completely
- The dogs are not the only ones digging holes in the field. Kids dig holes as well
- Kids also litter on the field but there is nothing that states they cannot be there

Thomas Blasey-703 Euclid Avenue

- Lived in Mountain Brook since 2015
- The field has been such a blessing for his family and dog
- Connected to community through taking his dog to the field
- Passing an Ordinance banning dogs is not a solution to the issue
- Thinks the field should be shared with the community

Valerie Williams

- Inquired how this Ordinance will be enforced if passed

Virginia Smith

- Enforcement may be difficult, it will be up to the Police Department on enforcing the Ordinance
- Item added to the formal agenda (Ordinance No. 2129)


7. Review of the other matters to be considered at the formal (7:00p.m.) meeting

## 2. **ADJOURNMENT**

There being no further matters for discussion Council President adjourned the pre-meeting at approximately 7:22 pm.

## 3. **CERTIFICATION**

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct synopsis of the discussion from the regular session of the City Council of the City of Mountain Brook, Alabama held at City Hall, Pre-Council Room (A-106) on September 12, 2022, 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 September 26, 2022

**MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK  
SEPTEMBER 12, 2022**

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[As a convenience, members of the public were invited to listen, observe and participate in the public meeting by Internet video conference.]

The City Council of the City of Mountain Brook, Alabama met in person at 7:24 p.m. on the 12<sup>th</sup> day of September, 2022 (others were allowed to listen to the meeting by way of Internet video conference). 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 Chairman, Council President Pro Tempore  
Alice B. Womack  
Gerald A. Garner  
Lloyd C. Shelton  
Stewart Welch III, Mayor

Absent: None

Also present were City Attorney Whit Colvin, City Manager Sam Gaston, and City Clerk Heather Richards.

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

**1. MEDAL OF VALOR PROCLAMATION NO. 2022-130-JOHN MICHAEL CHAN-DASH  
(EXHIBIT 1, APPENDIX 1)**

Stewart Welch-Mayor

- Presented the Medal of Valor Proclamation to John Michael Chan-Dash

Chris Mullins-Fire Chief

- Mr. Chan-Dash's actions saved the occupant's life
- Very proud of Mr. Chan-Dash and view him as a hero
- Presented Mr. Chan-Dash with a challenge coin

Jaye Loggins-Police Chief

- Commended Mr. Chan-Dash on his actions
- Presented Mr. Chan-Dash with a challenge coin

Nelda Pugh-3723 Brookwood Road

- Owes her life to Mr. Chan-Dash
- She was asleep when her house caught fire and he was knocking on her door

John Michael Chan-Dash

- Thanked the Fire Department
- Thanked God he was able to intervene

**2. CONSTITUTION WEEK PROCLAMATION NO. 2022-131 (EXHIBIT 2)**

Stewart Welch-Mayor

- Presented Ms. Nelda Pugh of the Sumter Chapter, Ms. Halcyann Badham of the Cahawba Chapter, Ms. Stephanie Byrne of the Old Elyton Chapter, Ms. Jessie Schniper of the Princess Sehoj Chapter, Ms. Ellen Tucker of the General Sumter Chapter and Ms. Carolyn Long of the John Parke Custis Chapter of the Daughters of the American Revolution with the Proclamation

Jessie Schniper-regend of the Princess Sehoj Chapter

- “Presented bells to the council members”
- A bell ringing will be on Saturday the 17<sup>th</sup> at 3:PM CST to celebrate the signing of the constitution

### 3. CONSENT AGENDA

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

Approval of the minutes of the August 8, 2022, regular meeting of the City Council

Approval of the minutes of the August 22, 2022, regular meeting of the City Council

Approval of the minutes of the August 30, 2022, special meeting (election canvass) of the City Council

Approval of the minutes of the September 1, 2022, special meeting of the City Council

<b>2022-130 Proclamation</b>	Medal of Valor Proclamation-John Michael Chan-Dash	Exhibit 1, Appendix 1
<b>2022-131 Proclamation</b>	Constitution Week Proclamation	Exhibit 2
<b>2022-132</b>	Authorize the sale or disposal of surplus property (Library and Vehicles)	Exhibit 3, Appendix 2
<b>2022-133</b>	Accept the proposal submitted by Wright Construction Company and execute a construction contract with respect to the Old Leeds Road Sidewalk Project	Exhibit 4, Appendix 3
<b>2022-134</b>	Accept the professional services proposal submitted by the Barrett Architecture Studio, LLC with respect to the professional design services for the Mountain Brook Fire Station No. 2 project currently located at 3785 Locksley Drive	Exhibit 5, Appendix 4
<b>2022-135</b>	Accept the proposal submitted by K&K Systems with respect to the installation of crosswalk warning signs with LED flashing lights at Montrose Road and Mountain Park Drive	Exhibit 6, Appendix 5
<b>2022-136</b>	Execute a contractor agreement with Civil & Structural Solutions LLC with respect to the roof repairs on the Parks and Recreation building	Exhibit 7, Appendix 6
<b>2022-137 MOTION</b>	Authorize the development of a contract with Bearden Services LLC for the abatement of 751 Bentley Drive	Exhibit 8, Appendix 7

Thereupon, the foregoing minutes, proclamations, motion and resolutions (Nos. 2022-132 through 2022-136), were introduced by Council President Smith and a motion for their immediate



adoption made by Council Member Shelton. The minutes, proclamations, motion and resolutions were then considered by the City Council. Council President Pro Tempore Pritchard seconded the motion to adopt the foregoing minutes, proclamations, motion 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  
Alice B. Womack  
Gerald A. Garner  
Lloyd C. Shelton

Nays: None

Abstained: None

Council President Smith thereupon declared that said minutes, proclamations, motion and resolutions (Nos. 2022-132 through 2022-136) were adopted by a vote of 5—0 and as evidence thereof she signed the same.

**4. CONSIDERATION OF RESOLUTION NO. 2022-1378 FOR THE CONDITIONAL SERVICE USE FOR MPOWER LOCATED AT 2419 CANTERBURY ROAD (EXHIBIT 9, APPENDIX 8)**

Council President Pro Tempore Pritchard made a motion to approve the resolution approving the conditional service use for MPower located at 2419 Canterbury Road.

Thereupon, the resolution was then considered by the City Council. Council Member Shelton seconded the motion to adopt the foregoing resolution. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: William S. Pritchard III  
Gerald A. Garner  
Lloyd C. Shelton

Nays: Virginia C. Smith  
Alice B. Womack

Council President Smith thereupon declared that said resolution is adopted by a vote of 3—2.

**5. CONSIDERATION OF RESOLUTION NO. 2022-139 FOR CONDITIONAL USE APPLICATION (LUNCHTIME OPERATION) FOR ROUGAROUX LOCATED AT 2716 CULVER ROAD (EXHIBIT 10, APPENDIX 9)**

Council Member Garner made a motion to approve the resolution approving the conditional use application (lunchtime operation) for Rougaroux located at 2716 Culver Road.

Thereupon, the resolution was then considered by the City Council. Council Member Shelton seconded the motion to adopt the foregoing resolution. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Virginia C. Smith

Alice B. Womack  
 Gerald A. Garner  
 Lloyd C. Shelton

Nays: William S. Pritchard III

Council President Smith thereupon declared that said resolution is adopted by a vote of 4—1.

**6. CONSIDERATION OF ORDINANCE NO. 2128 AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022 (EXHIBIT 11)**

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  
 Gerald A. Garner  
 Lloyd C. Shelton  
 Alice B. Womack

Nays: None

Council President Smith declared the motion carried by a vote of 5-0.

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

Ayes: Virginia C. Smith  
 William S. (“Billy”) Pritchard III  
 Gerald A. Garner  
 Lloyd C. Shelton  
 Alice B. Womack

Nays: None

Council President Smith declared that the ordinance (No. 2128) is hereby adopted by a vote of 5-0 and, as evidence thereof, she signed the same.

**7. CONSIDERATION OF ORDINANCE NO. 2129 AMENDING CHAPTER 6 OF THE CITY CODE “ANIMAL CONTROL ORDINANCE” (EXHIBIT 12)**

Council President Smith introduced the ordinance in writing. It was then moved by council Member Garner 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 President Pro Tempore Pritchard and was unanimously carried, as follows:

Ayes: Virginia C. Smith  
 William S. ("Billy") Pritchard III  
 Gerald A. Garner  
 Lloyd C. Shelton  
 Alice B. Womack

Nays: None

Council President Smith declared the motion carried by a vote of 5-0.

After said ordinance had been considered in full by the Council President, Council President Pro Tempore Pritchard then moved for the adoption of said ordinance. 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. ("Billy") Pritchard III  
 Gerald A. Garner  
 Lloyd C. Shelton  
 Alice B. Womack

Nays: None

Council President Smith declared that the ordinance (No. 2129) is hereby adopted by a vote of 5-0 and, as evidence thereof, she signed the same.

## **8. ANNOUNCEMENT**

Council President Smith announced the next regular meeting of the City Council is September 26, 2022, 7:00p.m.

## **9. EXECUTIVE SESSION AND ADJOURNMENT**

There being no further business to come before the City Council, President Pro Tempore Pritchard made a motion that the City Council convene in executive session to discuss potential litigation and that the City Council will not reconvene upon conclusion of the executive session. The City Attorney certified that the subject matters were allowed to be discussed in executive pursuant to Alabama Law. The motion was seconded by Council President Smith. 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  
 Gerald A. Garner  
 Alice B. Womack

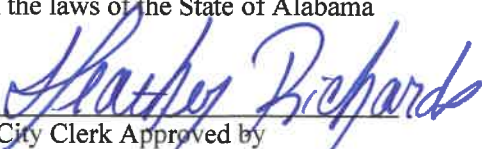
Lloyd C. Shelton

Nays: None

President Smith adjourned the meeting at approximately 7:47p.m.

#### 10. CERTIFICATION

I, Heather Richards, 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 A-108) on September 12, 2022, 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 September 26, 2022

#### EXHIBIT 1 PROCLAMATION NO. 2022-130

**WHEREAS,** the Medal of Valor is the highest civilian award that recognizes private citizens who perform an act of heroism or sacrifice, with voluntary risk to their personal safety in the face of danger; and

**WHEREAS,** on August 29, 2022 at approximately at 9:20 p.m., a house fire started at 3723 Brookwood Road that is located within the fire protection of the Mountain Brook Fire Department; and

**WHEREAS,** the occupant of the residence is an elderly woman who suffers from hearing loss; and

**WHEREAS,** John Michael Chan-Dash after leaving his grandparents' home noticed the smell of smoke and saw flames coming out of the roof of the said residence; and

**WHEREAS,** Mr. Chan-Dash immediately took action and quickly ran to the front door where he began knocking in an attempt to alert the occupant. After approximately 3-5 minutes of knocking, the occupant came to the door confused and disoriented from the dense smoke. Mr. Chan-Dash stayed with the occupant after the Mountain Brook Fire Department arrived and even put his shoes on her feet to prevent any injuries.

**NOW, THEREFORE,** I, Stewart H. Welch III, by virtue of the authority vested in me as Mayor of the City of Mountain Brook in the State of Alabama, do hereby award John Michael Chan-Dash the Medal of Valor for his outstanding bravery he displayed on August 29, 2022.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Mountain Brook to be affixed the 12th day of September in the year of our Lord 2022 and of the Independence of the United States of America, the 246th.

**APPENDIX 1**

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**EXHIBIT 2**

**PROCLAMATION NO. 2022-131**

**WHEREAS**, the Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

**WHEREAS**, September 17, 2022, marks the two hundred and thirty-fifth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention, providing a historic opportunity for all Americans to remember the achievements of our Founding Fathers and to reflect on the actions of Americans who for the past 235 years have defined the words of the Constitution by exercising their rights and responsibilities as citizens; and

**WHEREAS**, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebration which will commemorate the occasion; and

**WHEREAS**, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17th through 23rd as Constitution Week;

**NOW, THEREFORE**, I, Stewart H. Welch III, by virtue of the authority vested in me as Mayor of the City of Mountain Brook, do hereby proclaim the week of September 17th through 23<sup>rd</sup>, 2022, as

**CONSTITUTION WEEK**

and encourage all residents to recognize and appreciate the importance of this enduring document to our nation and reaffirm our commitment to the rights and responsibilities of citizenship in this great nation, study the Constitution, and reflect on the privilege of being an American with all the rights and responsibilities which that privilege involves.

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**EXHIBIT 3**

**RESOLUTION NO. 2022-132**

**WHEREAS**, the City of Mountain Brook, Alabama, has certain items of personal property which are no longer needed for public or municipal purposes; and

**WHEREAS**, Section 11-43-56 of the Alabama Code of 1975 authorizes the municipal governing body to dispose of unneeded personal property.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Mountain Brook, as follows:

Section 1. It is hereby established and declared that the following equipment and vehicles, as described in the form as attached hereto as Exhibit A, owned by the City of Mountain Brook, Alabama are no longer needed for public or municipal purposes and is hereby declared surplus property; and

Section 2. That the City Manager, or his designated representative, is hereby authorized and directed to sell said property by way of public Internet auction or to dispose of said items not sold.

#### APPENDIX 2

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#### EXHIBIT 4

#### RESOLUTION NO. 2022-133

**BE IT RESOLVED** by the City Council of the City of Mountain Brook that the City Council hereby accepts the proposal submitted by Wright Construction Company, in the form as attached hereto as Exhibit A, in the amount of \$338,987 with respect to the Old Leeds Road Sidewalk project.

**BE IT FURTHER RESOLVED** that either the Mayor or the City Manager of the City is hereby authorized and directed, for an on behalf of the City, to execute a construction contract subject to development and approval by the City Attorney and Mayor of a customary agreement with the contractor.

#### APPENDIX 3

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#### EXHIBIT 5

#### RESOLUTION NO. 2022-134

**BE IT RESOLVED** by the City Council of the City of Mountain Brook that the City Council hereby accepts the professional services proposal submitted by the Barrett Architecture Studio, LLC, in the form as attached hereto as Exhibit A, with respect to the professional design services for the Mountain Brook Fire Station No. 2 project currently located at 3785 Locksley Drive.

#### APPENDIX 4

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#### EXHIBIT 6

#### RESOLUTION NO. 2022-135

**BE IT RESOLVED** by the City Council of the City of Mountain Brook that the City Council hereby accepts the proposal submitted by K&K Systems, in the form as attached hereto as Exhibit A, in the amount of \$7,949.56 with respect to the installation of crosswalk warnings signs with LED flashing lights at Montrose Road and Mountain Park Drive.

**APPENDIX 5**

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**EXHIBIT 7**

**RESOLUTION NO. 2022-136**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that either the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to execute a contractor agreement, in the form as attached hereto as Exhibit A, between the City and Civil & Structural Solutions LLC with respect to the roof repairs on the Parks and Recreation Building subject to development and approval by the City Attorney and Mayor of a customary agreement with the contractor.

**APPENDIX 6**

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**EXHIBIT 8**

**MOTION NO. 2022-137**

Council Member Shelton made a motion to authorize the development of a contract with Bearden Services LLC for the abatement of 751 Bentley Drive, subject to legal counsel review. The motion was seconded by Council President Pro Tempore Pritchard. 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  
                      Gerald A. Garner  
                      Lloyd C. Shelton  
                      Alice B. Womack

Nays:            None

Abstained:     None

Council President Smith thereupon declared that said motion (No. 2022-137) was adopted by a vote of 5—0.

**APPENDIX 7**

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**EXHIBIT 9**

**RESOLUTION NO. 2022-138**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby approves the conditional service use submitted by Emma Suttles to allow pilates and spinning classes at 2419 Canterbury Road as follows:

- Group classes allowed from 10:30 a.m. -11:10 a.m.

- Increase private instruction from 3 clients and 1 instructor to 6 clients and 2 instructors between the hours of 10:30 a.m. and 4:30 p.m.
- Another group class is permitted at 1:30 p.m.
- Music is allowed between 10:30 a.m.-4:30 p.m. at a level agreed upon by neighboring tenants

**APPENDIX 8**

**EXHIBIT 10**

**RESOLUTION NO. 2022-139**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby approves the conditional use application (lunchtime operation for Rougaroux at 2716 Culver Road) with the following conditions:

- The outdoor patio may not be used during the lunchtime operation from 11:00 a.m. to 1:00 p.m., Monday through Friday
- Approval from the Mountain Brook Fire Marshall that fire and life safety requirements have been met

**APPENDIX 9**

**EXHIBIT 11**

**ORDINANCE NO. 2128**

**BE IT ORDAINED** by the City Council of the City of Mountain Brook, Alabama, that the following is the adopted budget for all major funds of the City for the fiscal year beginning October 1, 2021, and ending September 30, 2022:

	General Operations	Park Board	Library Board	Capital Projects	Other Governmental	All Other
	(100)	(1 15J)	(70 X)	(417/428/4411)	(SXX/600)	(132/14X/153 J)
<b>Funds Available:</b>						
<b>Revenues:</b>						
Taxes	\$ 37,770,268	\$ 0	\$ 0	\$ 0	\$ 478,800	\$ 0
Licenses and permits	4,504,370	0	0	0	0	0
Intergovernmental	368,000	141,547	0	600,000	0	52,190
Charges for services	504,100	147,357	7,000	0	468,300	52,190
Fines and forfeitures	386,000	0	6,000	0	160,400	0
Grants	100,000	0	16,692	3,123,480	0	3,289,000
Investment Earnings	(300,000)	500	0	263,000	1,151	8,200
Miscellaneous	286,000	3,000	6,500	0	203,000	0
Proceeds from the issuance of debt	0	0	0	0	0	0
Proceeds from the sale of property	0	0	0	25,000	0	0
Intrafund transfers in:						
General Operations/Capital	0	0	0	7,415,382	1,640,135	(3,262,000)
Park Board	0	0	0	360,000	0	0
Library Board	0	0	0	132,000	0	0
Other (14X/153)	(52,191)	0	0	0	0	0
E-911	0	0	0	32,000	0	0



Operating transfers in-component unit	0	0	112,000	0	0	0
Donations	0	0	72,400	232,000	0	0
(Surplus) deficit	\$ 2,553,059	<u>(180,566)</u> 0	(20,400) 2,862,351	—	<u>(100,127)</u>	(8,199)

<b>Total Fund Available</b>	<u>\$ 43,385,981</u>	<u>\$ 292,404</u>	<u>\$ 200,192</u>	<u>\$ 15,045,213</u>	<u>\$ 2,851,659</u>	<u>\$131,381</u>
					(18,237.00)	

**Expenditures:**

Legislation and management	\$ 2,812,480	\$ 0	\$ 0	\$ 83,500	\$ 0	\$ 0
Planning	563,546	0	0	7,500	0	0
Intergovernmental	1,067,500	0	0	0	0	0
Unassigned benefits	1,583,200	0	0	0	0	0
Finance	1,900,324	0	0	108,000	363,680	0
Fire	8,408,888	0	0	1,973,332	0	0
Inspection Services	542,222	0	0	0	0	0
Police	8,329,409	0	0	2,495,056	1,416,447	27,000
Street and Sanitation	7,372,724	0	0	6,403,425	777,532	0
Parks and Recreation	0	1,360,040	0	3,785,400	0	156,572
Library	0	0	3,652,727	189,000	0	0
Debt service payments	0	0	0	0	262,000	0
Operating transfers-out:						
General Fund	0	0	0	0	0	(52,191)
Capital Projects	7,907,382	0	0	0	32,000	0
Special Revenue	365,135	0	0	0	0	0
Debt Service (Other)	375,000	0	0	0	0	0
Other funds (Other)	(2,362,000)	0	0	0	0	0
Park Board	1,067,636	(1,067,636)	0	0	0	0
Library Board	<u>3,452,535</u> 0	<u>0</u>	<u>(3,452,535)</u>	0	0	0
<b>Total Expenditures</b>	<u>\$43,385,981</u>	<u>\$ 292,404</u>	<u>\$ 200,192</u>	<u>\$15,045,213</u>	<u>\$ 2,851,659</u>	<u>\$ 131,381</u>

**BE IT FURTHER ORDAINED** by the City Council of the City of Mountain Brook, Alabama that the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to disburse funds for the payment of budgeted expenditures including and not limited to salaries and benefits, payroll taxes, service and other contracts, debt service, utilities, supplies and such other obligations incurred by the City in the normal course of municipal, public safety, and recreational operations.

**EXHIBIT 12**

**ORDINANCE 2129**

WHEREAS, the City Council of the City of Mountain Brook, Alabama (the “City Council”) heretofore has adopted an ordinance (“Animal Control Ordinance”) regulating the control of animals, including dogs, in the City of Mountain Brook (“City”); and

WHEREAS, the Animal Control Ordinance contains a prohibition against dogs being on the playing fields of the public schools at certain times and dogs being on the playing fields at the Mountain Brook Sports Complex and the Crestline Tot Lot at any time; and

WHEREAS, the presence of dogs and their impact has become an interference with the use and enjoyment of the playing fields at the public schools and some of the City’s parks by students, participants in community athletic programs, spectators and members of the general public, as well as constituting a potential health hazard and a risk to the safety of those using those facilities; and

WHEREAS, the City Council has heretofore taken action to post signs requesting compliance with the Animal Control ordinance and installation of boxes with materials for dog owners to sanitarly remove pet waste but, despite those efforts, there continue to be unsanitary impacts as a result of dogs in such areas; and

WHEREAS, after receiving input from the community, the City Council has determined that it is in the public interest and in the interest of the students, athletic participants and community members that use the City's playing fields and parks, that dogs should be prohibited from such places; and

WHEREAS, the amendment of the City's Animal Control ordinance to prohibit the presence of dogs at all times in the enumerated areas will promote the public safety, health and general welfare of its students, athletic participants and coaches, community members and all other persons who use such areas.

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

**Section 1.** Section 6-64 of the City Code is hereby repealed and replaced with the following:

**“Sec. 6-64. – Prohibited in certain places.**

(a) The city council has determined that it is harmful to the health and safety of people who participate in, or attend, competitive sports events and/or practices for competitive sports events (singly, "event" and, collectively, "events") conducted on the playing fields of the public schools of the board of education of the city ("board"), (including any part of the sports complex (as hereinafter defined) at the Mountain Brook High School), for dogs or puppies (collectively, "dogs") to be on said playing fields at any time, regardless of whether the dogs are running at large or are under restraint, because of the resulting presence of canine feces and the risk that someone may be bitten or attacked by a dog.

(b) Any dog, whether or not such dog shall have attached to it a license tag and whether or not such dog is on a leash held by a person, which is, at any time, on a public school playing field, including any part of the sports complex at the Mountain Brook High School ("high school") shall be deemed to be a public nuisance and danger to the health and safety of the people who participate in, or attend, events, and shall be subject to being picked up, impounded in the city pound and disposed of as would a dog or puppy found running at large in the city, as provided in division 3 of this article. As used in this section, "public school playing fields" shall mean and include:

(1) All playing fields located at Mountain Brook Junior High, Crestline Elementary, Brookwood Forest Elementary, Mountain Brook Elementary and Cherokee Bend Elementary Schools.

(2) The "Sports Complex at Mountain Brook High School" to include:

(i) The playing fields at the high school that are used by the high school's baseball team for the playing and practice of baseball;

(ii) The six playing fields at the high school that are used for the playing and practice of softball and/or baseball;

(iii) The playing field at the high school that is used by the high school's football team for playing football games;

(iv) The track that is adjacent to the playing field referred to in subsection (b)(2)(iii) of this section;

(v) The playing field at the high school that is used by the high school's football team as a practice field;

(vi) The three playing fields at the high school that are used for the playing and practice of soccer and are located in the northwesterly part of the high school's campus;

(vii) All areas adjacent to and between the playing fields referred to in this subsection;

(viii) The playing field at the high school that is used for the playing and practice of soccer and is located in the southeasterly part of the high school's campus and all areas adjacent to, and within 100 feet of, said playing field; and

(ix) All tennis courts.

(3) All areas adjacent to and between the playing fields referred to including, without limitation, the areas where spectators sit or stand, playgrounds and concession stands.

(d) The owner or other person in charge of any dog ("responsible person"), which is found, at any time, on any part of the public school playing fields, shall be subject to the penalties provided in section 1-9.

(e) The dog warden or any police officer of the city shall serve upon any responsible person found to be in violation of this section, a citation to appear in the municipal court of the city at the time and date specified therein to answer the charge of such violation. Prior to the time such case is to be heard in the municipal court the responsible person charged in such citation, if he has not previously settled for, or been convicted of, six or more violations of this section within the period of 12 months prior to the date of such citation, may dispose of the citation by settlement by paying to the clerk of the municipal court a fine for the offense charged in the following amounts:

(1) \$25.00 if the offense charged is the first such offense by such responsible person within such 12-month period;

(2) \$50.00 if the offense charged is the second such offense by such responsible person within such 12-month period;

(3) \$75.00 if the offense charged is the third such offense by such responsible person within such 12-month period;

(4) \$100.00 if the offense charged is the fourth such offense by such responsible person within such 12-month period;

(5) \$125.00 if the offense charged is the fifth such offense by such responsible person within such 12-month period; or

(6) \$150.00 if the offense charged is the sixth such offense by such responsible person within such 12-month period.

If settlement of the charge set out in the citation is not made prior to 12:00 p.m. on the date the case is set for trial in municipal court, and if the party charged fails to appear and answer such charge in the municipal court or such charge has not otherwise been disposed of by such court, a \$20.00 penalty will be added to the violation. If a person receiving a citation as herein provided has within the period of 12 months prior to the date of such citation settled or been convicted of six or more such violations, he shall not be permitted to settle the instant alleged offense, but shall be required to stand trial in municipal court and shall be subject to the penalties provided in section 1-9.

(f) The provisions of this section to the contrary notwithstanding, service animals assisting persons with disabilities shall be permitted in all areas of the City of Mountain Brook where members of the public are allowed to go and, further, every person employed by an accredited school for training guide dogs shall have the right to be accompanied by a guide dog in training in any of the places listed in this section."

**Section 2.** Section 6-65(b) of the City Code is hereby repealed and replaced with the following:

"(b) Any dog, whether or not such dog shall have attached to it a license tag and whether or not such dog is on a leash held by a person, which is, at any time, in any part of the restricted park, shall be deemed to be a public nuisance and danger to the health and safety of the people who visit or participate in or attend events. As used in this section, "restricted parks" shall mean and include:

Crestline Tot Lot on Church Street in Crestline Village; Overton Park, including the tennis courts; Canterbury Park."

**Section 3.** Section 6-65(e) of the City Code is hereby repealed and replaced with the following:

"(e) The provisions of this section to the contrary notwithstanding, service animals assisting persons with disabilities shall be permitted in all areas of the City of Mountain Brook where members of the public are allowed to go and, further, every person employed by an accredited school for training guide dogs shall have the right to be accompanied by a guide dog in training in any of the places listed in this section."

**Section 4.** Section 6-58 of the City Code shall be amended by adding the following definition:

"*Service animal* means a dog that is individually trained to work or to perform tasks for people with disabilities, such as guiding people who are blind, alerting people who are deaf, pulling a wheelchair, alerting and protecting a person who is having a seizure; reminding a person with mental illness to take prescribed medications, calming a person with post-traumatic stress disorder (PTSD). Service animals are

working animals, not pets. Dogs whose sole function is to provide comfort or emotional support do not qualify as service animals.”

**Section 5.** This ordinance is cumulative in nature and is in addition to any power and authority which the City of Mountain Brook may have under any other ordinance or law.

**Section 6.** 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 7.** All other ordinances or parts of ordinances heretofore adopted by the City Council of the City of Mountain Brook, Alabama which are inconsistent with the provisions of this ordinance are hereby expressly repealed.

**Section 8.** This ordinance shall be effective immediately after adoption and publication as provided by law.

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Heather Richards <richardsh@mtnbrook.org>

# MINUTE BOOK 93

## Fwd: Medal of Valor Recipient Letter

1 message

Stacey Cole <ccoles@mtnbrook.org>  
To: Heather Richards <richardsh@mtnbrook.org>

Thu, Sep 8, 2022 at 3:54 PM

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

From: Leland Rhudy <rhudy@mtnbrook.org>  
Date: Thu, Sep 8, 2022 at 3:52 PM  
Subject: Medal of Valor Recipient Letter  
To: Stacey Cole <ccoles@mtnbrook.org>

On the night of August 29th at approximately 9:20, John Micheal Chan-Dash walked outside his grandparents home and noticed the smell of smoke. After looking in the area he saw flames coming out of the roof of the neighbor's house. The house is located at 3723 Brookwood Road which is in Jefferson County; However, it is provided fire protection from the City of Mountain Brook through a contract.

Knowing that Ms. Nalda Pugh lived there alone, Mr. Chan-Dash immediately took action and quickly ran to the front door where he began to knock in the attempt to alert her. Approximately 3-5 minutes later, Ms. Pugh came to the door confused and disoriented from the dense smoke. She was immediately assisted out of the residence to safety until the arrival of the Mountain Brook Fire Department. Mr Chan-Dash stayed with her even putting his shoes on her feet to prevent any injuries.

Gordon Pugh, the son of Ms Pugh stated his mother is 87 years old and suffers from hearing loss and was very grateful for the persistence and outstanding bravery that Mr Chan-Dash displayed that evening.

**Leland Rhudy, IAAI-CFI (V), NAFI-CFEI**  
**Battalion Chief/Fire Marshal**  
**Mountain Brook Fire Department**  
102 Tibbett Street  
Mountain Brook, Alabama 35213  
**205-802-3832 Work**  
**205-438-2778 Cell**  
rhudy@mtnbrook.org

APPENDIX 1

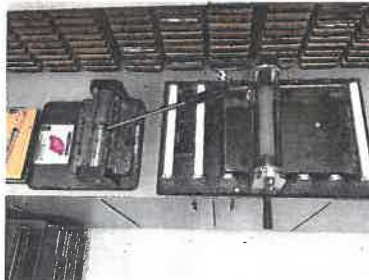
2002 Sterling Actera VIN#2FZABYBV22AK26430

Police Department

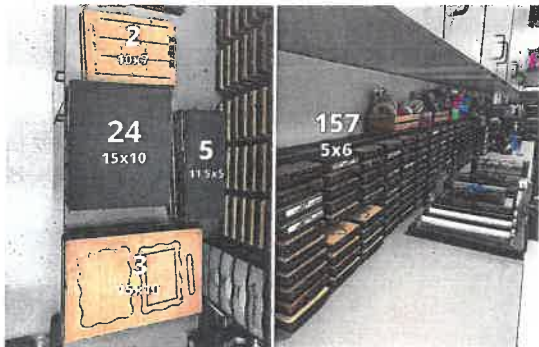
2018 Ford Explorer VIN#1FMSK8AT4JGA57779

Elison Press and Ellison Letter Machine – 1 of each

Elison Press Accucut Mark IV roller cutter and Ellison Letter Machine with assortment of Die Cuts. The library does not have a loading deck, and staff are not available to assist with moving/loading.



APPENDIX 2



Computer - lot of 8

Dell Optiplex 5040 computer tower. Power cable included. No monitor. The library does not have a loading deck, and staff are not available to assist with moving/loading.

Dell computer monitor. 24 inch. Model number P2217H or P2317H. Power cable included. The library does not have a loading deck, and staff are not available to assist with moving/loading.



Monitor

American Dynamics monitor. Faulty power cable. 32 inch. HDMI, DVI, VGA, S video ports. The library does not have a loading deck, and staff are not available to assist with moving/loading.



Laptop Computer

MacBook Air 13 inch, 2014. Power cable included. The library does not have a loading deck, and staff are not available to assist with moving/loading.



Monitor - lot of 6



**Laptop Computer**

MacBook Pro 13 inch, 2012. Power cable included.  
The library does not have a loading deck, and staff are not available to assist with moving/loading.

**Tablet Computer**

iPad Air 32gb. Charging cable not included.  
The library does not have a loading deck, and staff are not available to assist with moving/loading.

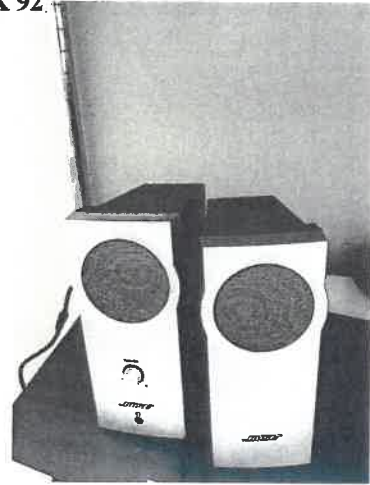


**Laptop Computer**

Dell Latitude 3550 15 inch, 2014. Power cable included.  
The library does not have a loading deck, and staff are not available to assist with moving/loading.

**Printer - lot of 2**

HP CP2025 LaserJet Desk Printer. Power cable included.  
The library does not have a loading deck, and staff are not available to assist with moving/loading.



**Speakers**

Bose computer speakers. Power and input cables included.  
The library does not have a loading deck, and staff are not available to assist with moving/loading.

**Tablet Computer - lot of 2**

iPad. Not functional  
The library does not have a loading deck, and staff are not available to assist with moving/loading.



**Barcode Scanner - lot of 3**

Metrologic Voyager barcode scanner.  
The library does not have a loading deck, and staff are not available to assist with moving/loading.

**Monitor**

Dell computer monitor. 24 inch. Model E207WFPc. VGA port.  
The library does not have a loading deck, and staff are not available to assist with moving/loading.





Wifi AP's - lot of 19

Fortinet or Meru Networks Wifi AP's. Model AP832i or AP822i. G1PoE.  
The library does not have a loading deck, and staff are not available to assist with moving/loading.



Office chair

Green, rolling office chair with arm rests.  
The library does not have a loading deck, and staff are not available to assist with moving/loading.

Office chair

Office chair with arm rests.  
The library does not have a loading deck, and staff are not available to assist with moving/loading.



Counter Stand - lot of 2

Universal counter stand for iPad. Stand and bolts only. No frame.



Phone - lot of 2

Phone. Beige. As is.

September 8, 2022

**City Of Mountain Brook**

Attn: Sam Gaston | Ronnie Vaughn | Steven Gay



**Re: City of Mountain Brook | Old Leeds Rd. Project**

Wright Construction Company proposes to furnish all labor, materials, and equipment necessary to complete the scope of work described below at the above referenced project:

**Scope of Work to include:**

\*install approx. 800LF sidewalk constructed along the east shoulder of Old Leeds Rd. between Old Leeds Ln. and Shady Ln. to include concrete curb/gutter, sidewalk, drainage pipe/structures (five pour-in-place specialty type E1 storm boxes/inlets/tops), curb ramps, retaining wall, clearing/grubbing/haul-off, asphalt patching, sodding, erosion control, traffic control, mobilization and demobilization.

APPENDIX 3

**TOTAL PROJECT COST: \$338,987**



**Exclusions:** Permits, Engineering, Testing, Private Locate, Utility Relocation and/or repair, Unsuitable Soils,

thanks for the opportunity to bid on this project and as usual we look forward to working with the Mountain Brook team

**Landon Ditto**  
Lead Estimator/Project Manager

Basic Services also include the Architect, at its expense, furnishing the City a commercially reasonable quantity of renderings, models, physical samples, or media pertinent to the Project.

This Agreement for Professional Architectural Services (the "Agreement") is made between the City of Mountain Brook, Alabama, a municipal corporation (the "City") and the Barrett Architecture Studio, LLC (the "Architect") effective as of the date last signed below by a party (the "Effective Date").

Architect will provide professional design services on the following project:

**Mountain Brook Fire Station No. 2, Mountain Brook, AL ("Project")**

The Project, which is also referenced as Fire Station No. 2, generally consists of the development and construction of a new fire station building and related facilities and improvements (collectively the "Building") in Mountain Brook, Alabama. The main Building at this new Fire Station will be approximately 13,000 square feet and will be constructed on a site which is approximately 79,505 square feet. The design services hereunder are described in more detail immediately below and elsewhere herein.

The Architect's professional design services for the Project collectively may be referenced herein as the "Services" or "Work"

Pursuant to the terms, covenants, and provisions herein, the City and Architect agree as follows:

**ARTICLE 1.1 INITIAL INFORMATION**

§ 1.1.1.a. Architect will perform the following basic architectural services for the Project in the following sequential phases: Schematic Design; Design Development; Construction Documents; Bidding or Negotiation; and Construction Administration (including Project closeout), all of which collectively are referenced herein as "Basic Services". Details concerning these Basic Services are set forth on Attachment A. Architect will not commence Work or move from one phase of the Basic Services into another phase without the written authorization of the City.

The professional design services that are included in the scope of work as Basic Services for this Project and which the City will compensate the Architect as part of its Fee (as defined below) include the following components:

Architectural Design, Structural Engineering, Plumbing & HVAC Engineering, Electrical Engineering, Civil Engineering, Fire Protection, Interior Design, Landscape Architecture (through the services of a Civil Engineer) and Cost Estimation which may be offered in conjunction with similar services provided by a Construction manager, as applicable.

The following design components are not included in the Scope of Basic Services for the Project:

Furniture, Fixtures & Equipment

1

See above description of Project and the Architect's undertaking and the section immediately below.

§ 1.1.2.4 The legal parameters are:

Architect is an independent contractor that will provide professional design services to the City as detailed herein. If the City undertakes to construct the improvements or renovations that are designed by the Architect, the City, utilizing appropriate procurement processes, contemplates entering a Construction Contract with a general contractor for it to build the Project.

§ 1.1.2.5 The financial parameters are as follows:

The estimated cost to construct the Project is to be determined by the Architect and subject to review and acceptance or rejection by the City after the Schematic Design phase.

§ 1.1.2.6 The time parameters are:

Architect agrees that it will use commercially reasonable effort to complete its Work and return all deliverables up through the Contract Documents Phase within 7 months of the Effective Date of this Agreement. Each party agrees to use its respective best efforts to cooperate with the other so that this Work will be completed in an expeditious fashion.

§ 1.1.2.7 The proposed construction schedule for the Project is: TBD at later date.

§ 1.1.2.8 Other parameters are:

None.

**§ 1.1.3 PROJECT TEAM**

§ 1.1.3.1 The City's Designated Representative for the Project is:

Chris Mullins, Fire Chief, City of Mountain Brook

§ 1.1.3.2 In addition to the City's Designated Representative, the person(s) or entity(ies) who are required to review the Architect's submittals to the City is (are):

City Manager, City of Mountain Brook, Alabama (or his designee)

§ 1.1.3.3 The City's other consultants and contractors on the Project are:

TBD at later date.

§ 1.1.3.4 The Architect's Designated Representative is:

Adam King, President, Barrett Architecture Studio, LLC

§ 1.1.1.b The fee payable to Architect with respect to Basic Services it performs on the Project (the "Fee") will be determined from the August 2021 Determination of Basic Fee or Basic Fee Rate for Design Professional Services schedule issued by the Alabama Division of Construction Management applicable to a Building Group III project (the "Schedule"). By way of example, the initial estimated cost of the project is approximately \$7,500,000.00, including but not limited to the construction costs, site costs, and utilities. Using this estimated cost as a basis, the fee pursuant to State Fee Schedule for Type III buildings is 6.2%. In order to accommodate civil engineering, landscape architecture and reimbursables for the project the fee would be subject to adjustment to 6.7%.

The Contract Price for the purposes of establishing the Architectural Fee shall be established after the Schematic Design Phase, after (or during) the Design Development Phase, and after cost estimates are developed by Architect and formally agreed upon as a Project Budget by City. The Fee shall be finally established at that time and shall not be adjusted regardless of Project bid amounts or the amount of any awarded bid, except as may be required due to a Change in Service, as provided in this Agreement. If the City elects not to proceed with the Project or with the services of Architect after such Schematic Design or Design Development phase and before a project budget is established, any fee due the Architect shall be determined using the schedule referenced above at an estimated project cost of \$7,500,000.00,

Except as provided in Article 1.4.2 below, the Fee is inclusive of expenses incurred by the Architect.

§ 1.1.1.c LEED Design. Unless otherwise agreed in writing, Architect will not be performing LEED Design services on this Project. If Architect is subsequently engaged to providing LEED Design services, charges for LEED Design are not included in Fee for Basic Services and will be separately negotiated and paid by the City; provided that any agreed fee for LEED Design will be inclusive City of expenses for travel, materials, or other costs incurred by Architect in performing those LEED Services.

**§ 1.1.2 PROJECT PARAMETERS**

§ 1.1.2.1 The objective or use is:

See description of Project above.

§ 1.1.2.2 The physical parameters are:

The Project site is on land owned or which will be acquired by the City located at the following address (Project Site):

3100 Overton Road Mountain Brook, Alabama 35223.

§ 1.1.2.3 The City's program is:

2

2320 Highland Ave. South  
Birmingham, AL 35205  
P 205.250.6161  
Email: adam@barrettarchstudio.com

§ 1.1.3.5 The sub-consultants that, at Architect's sole expense, City has authorized Architect to retain to assist it to complete the Basic Services are as follows:

Architectural	Barrett Architectural Studio, LLC.
Structural Engineer	Tucker Jones
Plumbing & HVAC Engineer	Dewberry Engineers
Electrical Engineer	Dewberry Engineers
Civil Engineering	Caprine Engineering, LLC
Fire Protection	Dewberry Engineers
Cost Estimating	TBD
Landscape Architect	Renta Urban Land Design

The retention of any additional sub-consultants that Architect desires to retain must be authorized in advance by City.

Architect exclusively is responsible for coordinating and managing the work performed by sub-consultants that Architect retains, assuring the quality and timeliness of those services, and compensating them for their sub-consulting services.

**§ 1.1.4 Insurance Requirements.**

§ 1.1.4.1 For the duration of this Agreement and for limits not less than stated below, the Architect shall maintain the following insurance with a company(ies) lawfully authorized to do business in the location of the Project and acceptable to City:

- .1 *Comprehensive General Liability:* This insurance shall cover all operations performed by or on behalf of the Architect and provide coverage for bodily injury and property damage with a combined single limit of not less than \$1,000,000 per occurrence.
- .2 *Automobile Liability:* Automobile Liability insurance covering owned and rented vehicles operated by the Architect and any and all agents and subconsultants of Architect while performing services on the Project must be provided with commercially reasonable limits. Such insurance may be satisfied through personal automobile insurance policies as long as such policies provide liability coverage for any and all incidents occurring while providing services provided on the Project.
- .3 *Workers Compensation:* Workers' Compensation and Employers Liability as required by statute.
- .4 *Professional Liability:* Professional Liability covering the Architect's negligent acts, errors, and omissions in its performance of professional services with policy limits of not less One Million Dollars (\$1,000,000) per person and \$2,000,000 aggregate.

§ 1.2.2.3 If required to complete the Project, recommended by the Architect, and agreed by the City, the City shall furnish the services of consultants other than those designated in Section 1.1.3 or contemplated in or authorize the Architect to furnish them.

§ 1.2.2.4 Unless otherwise provided in this Agreement, the City shall furnish tests, inspections, and reports required by law, such as tests for hazardous materials.

§ 1.2.2.5 The City shall furnish all legal and accounting services, including auditing services that may be necessary for the Project to satisfy its needs and interests.

§ 1.2.2.6 The City shall provide prompt written notice to the Architect if the City becomes aware of any fault or defect in the Project, including any errors, omissions, or inconsistencies in the Architect's Instruments of Service.

§ 1.2.3 ARCHITECT

§ 1.2.3.1 Details concerning the Basic Services to be performed and deliverables to be furnished by the Architect, its employees, and its sub-consultants during the various phases of the Project are set forth in Articles 1.1. and 1.4, and detailed in Attachment A.

§ 1.2.3.2 Architect agrees to perform its Services according to the terms and conditions in this Agreement and in a manner that is consistent with professional skill and care that would be provided by other architects in its industry under same or similar conditions, and in the orderly progress of the Project. The Architect shall submit for the City's approval a schedule for the performance of the Architect's Services which initially shall be consistent with the time periods established for this Project; upon mutual agreement, this schedule may be adjusted as the Project proceeds. This schedule shall include allowances for periods of time required for the City's review of Architect deliverables, for performance of work by sub-consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the City shall not, except for reasonable cause, be exceeded by the Architect or City; provided, however, that City reserves the right to suspend or abandon the Project for its convenience. In the event of such termination for convenience, the provisions of Sections 1.3.8.3 and 1.3.8.4 apply.

§ 1.2.3.3 The Architect's Designated Representative(s) shall be authorized to administer this Agreement, make administrative decisions, and otherwise act on its behalf with respect to the Project.

§ 1.2.3.4 The Architect shall maintain the confidentiality of information specifically designated as confidential by the City, unless withholding such information would conflict with legal requirements, create the risk of significant harm to the public, or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require its sub-consultants to execute similar agreements to maintain the confidentiality of information specifically designated as confidential by the City.

§ 1.2.3.5 The Architect shall not engage in any activity, or accept any employment, interest or contribution that would compromise its professional judgment concerning the Project.

APPENDIX 4

Further, a Change in Service (which may include additional services required of Architect's sub-consultants) may occur after execution of this Agreement if that Change is mutually agreed in writing. Circumstances that may entitle the Architect to an adjustment in compensation for additional work are as follows:

(a) The making of revisions in drawings, specifications, or other Instruments of Service when such revisions are:

- 1. required by a significant change in the Project that is inconsistent with the approvals or instructions previously given by the City, including, but not limited to, significant changes in the size, quality, complexity of the Project, or the City's schedule, budget, or procurement method;
- 2. required by the enactment or revision of codes, law, or regulations after the preparation of such documents;
- 3. required because of the City's failure to render decisions in a timely manner, or the failure of performance on the part of the City or its consultants or contractors;
- 4. required in connection with the evaluation and subsequent revisions of documentation resulting from substitutions proposed by contractors; or
- 5. required in connection with any change orders or construction change directives in any contract between the City and its construction contractor.

(b) Providing consultation concerning replacement of work on the Project that is damaged by fire or other casualty during construction, and furnishing services required in connection with the replacement of such work; or

(c) Providing services in connection with public hearings (other than hearings that are part of the regulatory and approval process such as planning commission hearings, city council hearings or variance hearings before the Board of Zoning Adjustment) or legal proceeding, except where the Architect is a party thereto.

No compensation shall be payable to Architect for any additional work or services that are attributable in whole or in part to the fault, error, or nonperformance of the Architect of its obligations under this Agreement.

§ 1.3.4 DISPUTE RESOLUTION

§ 1.3.4.1 If a disagreement, claim, issue, or disagreement arises between the parties with respect to the performance of this Agreement, the failure to perform, or their respective rights or obligations hereunder (collectively a "Dispute"), the parties will use

The Architect may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies. These insurance requirements are in addition to and do not affect any indemnification obligation of Architect herein.

§ 1.1.4.2. Additional Named Insured. Except for the Workers Compensation, Professional Liability and personal automobile policies, all insurance provided by Architect shall contain endorsements naming the City, and its officers, employees and agents as additional named insured with respect to liabilities that arise out of and result from the operations of Architect or performance of its Services. The additional named insured endorsement shall not limit the scope of coverage to the City to vicarious liability.

§ 1.1.4.3. Policies Primary. All insurance policies required herein are to be primary and non-contributory with any insurance or self-insurance program administered by the City.

§ 1.1.4.4. Waiver of Subrogation. Architect shall require the carriers of the above-required insurance coverage to waive all rights of subrogation against the City and its officers, employees, agents, contractors and subcontractors. Further, Architect hereby waives any rights of subrogation against the City. All general or automobile liability coverage provided herein shall not prohibit the Architect or its employees, agents or representatives from waiving the right of subrogation prior to loss or claim.

§ 1.1.4.5. Proof of Coverage. Before commencing performance of its Services hereunder, Architect shall provide to the City a certificate(s) of insurance and endorsements (including the additional insured endorsements) evidencing compliance with the requirements in this Article. This certificate(s) shall provide that such insurance shall not be terminated or expire without thirty (30) days advance notice to the City.

§ 1.1.5 The information contained in this Article 1.1 may be relied upon by the City and Architect. The parties will negotiate in good faith to make any appropriate adjustments in the Project schedule and to determine if any additional compensation should be paid if a Change in Service(s) (as defined in Section 1.3.3) occurs.

ARTICLE 1.2 RESPONSIBILITIES OF THE PARTIES

§ 1.2.1 The City and the Architect shall cooperate with one another to fulfill their respective obligations under this Agreement. Both parties shall endeavor to maintain good working relationships among all members of the Project team.

§ 1.2.2 CITY

§ 1.2.2.1 Unless otherwise provided under this Agreement, the City shall provide full information in a timely manner regarding requirements or limitations of the Project.

§ 1.2.2.2 The City's Designated Representative shall be authorized to administer this Agreement, make administrative decisions, and otherwise act on its behalf with respect to the Project. The City shall render decisions in a timely manner pertaining to documents submitted by the Architect to avoid unreasonable delay in its delivery of Services.

§ 1.2.3.6 The Architect shall review and familiarize itself with laws, codes, and regulations applicable to its Services and perform its Work consistent therewith. The Architect shall design the Project in compliance with requirements imposed by governmental authorities having jurisdiction over it.

§ 1.2.3.7 The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the City. The Architect shall provide prompt written notice to the City if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

ARTICLE 1.3 TERMS AND CONDITIONS

§ 1.3.1 COST OF THE WORK

§ 1.3.1.1 The actual cost incurred by the City to construct the Project does not affect or impact the calculation of the Fee or the amount payable to Architect for its Services provided hereunder.

§ 1.3.2 INSTRUMENTS OF SERVICE

§ 1.3.2.1 All drawings, plans, data, calculations, reports and other documents, specifications or data created by Architect in connection with the Project (collectively, "Instruments of Service") are the property of Architect; provided that, Architect grants the City a permanent license to use the Instruments of Service for any purposes related to construction, maintenance, or improvement of the Project. The City may use the Instruments of Service or distributed them to the construction contractor, consultants, or other third parties for those purposes at the discretion of the City; provided that the City agrees to restrict its use of the Instruments of Services to matters related to the Project.

The Architect warrants that, in transmitting Instruments of Service or any other information to the City, it is the copyright owner of such Instruments or has permission from the copyright owner to transmit such information for its use on the Project. If the Architect transmits the Instruments of Service or any other information or documentation in digital form, it shall endeavor to establish necessary protocols governing such transmissions.

§ 1.3.3 CHANGE IN SERVICE

§ 1.3.3.1 The Architect shall notify the City if it recommends that any work or service that was not initially contemplated hereunder herein (a "Change in Service") is required to complete its Work. If the City rejects the Architect's recommendation for a Change in Service, the City shall give prompt written notice to the Architect and it will not provide those additional services. If the City agrees that the additional work identified by the Architect constitutes a Change in Service, Architect may perform those services and receive an adjustment in compensation pursuant to Section 1.5.2 (along with any associated reimbursable expenses for Additional Services if agreed by City), or for additional compensation as otherwise agreed by the parties. Without prior written approval by the City, Architect will not make or pay any third party for additional work or services not contemplated hereunder.

reasonable efforts to resolve any Dispute at the Project Team level. If the parties are unable to amicably resolve any Dispute at that level, each agree to escalate that Dispute to senior managers or senior officials for consideration and potential resolution by them. If the Dispute is not resolved at the senior level, the dispute resolution mechanism shall be litigation in a court with competent jurisdiction that is in Jefferson County, Alabama.

§ 1.3.4.2 INTENTIONALLY OMITTED

§ 1.3.5 INTENTIONALLY OMITTED.

§ 1.3.6 LIMITATION OF LIABILITY/ INDEMNIFICATION/ CONSEQUENTIAL DAMAGES

§ 1.3.6.1 Claims by City against Architect. If the Architect breaches its professional-service warranty or otherwise defaults in performing its duties and obligations to the City hereunder, the City agrees that its claim for damages against the Architect for any such default shall be limited to and not exceed the Fee for Services set forth in this Agreement. The provisions in this section do not impact, modify, amend, or limit the extent or application of the indemnification provisions herein for claims against the City by third parties.

§ 1.3.6.2 Claims against City by Third Parties. To the fullest extent permitted by law, the Architect shall defend, indemnify, and hold harmless the City, and its respective agents, employees, officials and consultants (hereinafter collectively referred to as the "Indemnitees") from and against all demands, actions, damages, judgments, losses, expenses (including but not limited to attorneys' fees, expert fees, court costs and other litigation costs) and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property (collectively hereinafter a "Claim") by third parties that arise out of, relate to, or result from (i) Architect's breach of its professional-service warranty; (ii) Architect's failure to perform its obligations under this Agreement; and (iii) the negligent acts, errors or omissions of Architect and its employees, agents, sub-consultants and other contractors, and representatives in performing its Services and Work on the Project. The parties acknowledge that, with respect to any such Claims against the City by third parties, the scope of Architect's indemnification obligation under this provision (i) shall not exceed One Million Dollars (\$1,000,000) and (ii) Architect is not obligated to indemnify the City for Claims caused by the sole negligence or willful misconduct of the Indemnitees.

§ 1.3.6.3 Notwithstanding any provision in this Agreement to the contrary, in no event shall City be liable to Architect for any special, consequential, exemplary, punitive, economic, or indirect damages (including, without limitation, any lost profits or loss of business, loss of revenue, or loss of goodwill) arising from the City's breach, suspension, or termination of this Agreement.

§ 1.3.7 MISCELLANEOUS PROVISIONS

§ 1.3.7.1 This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Alabama.

§ 1.3.7.9 All notices that may at any time be required to be given hereunder shall be deemed to have been properly given if sent by registered or certified mail, postage prepaid, and addressed as follows:

If to City as follows:

City of Mountain Brook, Alabama
Attention: City Manager
56 Church Street
Mountain Brook, AL 35213

Or to Architect, as follows:

2320 Highland Ave South, Suite 250
Birmingham, Alabama 35205
Attention: Adam Kent

§ 1.3.7.10 Parts of the Agreement. The Agreement is comprised of the following documents:

- This Agreement for Architectural Services;
- Attachment A (delineation of Architect's Work and Deliverables at Phases of Project);
and
- Attachment B- Architect's Hourly Rate Schedule (which may be used to set compensation for Additional Services)

These writings are the entire and integrated agreement between the City and the Architect, and supersede all prior negotiations, representations, or agreements, either written or oral, concerning the matters herein. This Agreement may be amended only by written instrument signed by both parties.

§ 1.3.11 TERMINATION OF AGREEMENT

§ 1.3.11.1 Termination for Cause: If either party defaults on a material obligation to the other under this Agreement (a "Default"), the non-defaulting party may terminate this Agreement if (i) the Default did not result from the acts or omission of the party desiring to terminate, and (ii) following the provision of written notice of Default by the non-defaulting party to the defaulting party, the defaulting party fails to correct or remedy the Default within twenty (20) days after receipt of written notice. Failure of the City to make payments to the Architect in accordance with this Agreement and the failure of the Architect to timely provide deliverables to City shall be considered events of Default.

§ 1.3.11.2 Right of City to Terminate for its Convenience. Notwithstanding any other provision herein, the City may terminate this Agreement for its convenience and without cause upon providing Architect not less than seven (7) days' written notice. If City exercises this right to terminate for convenience and at that time Architect has complied with its obligations hereunder, the Architect shall be compensated for Services performed prior to the effective termination (together with any Reimbursable Expense or other amounts payable by City) then due. The fee payable to the Architect at the time of termination will be calculated in accordance with the hourly rate schedule set forth in Attachment B- Architect's Hourly Rate Schedule. Architect acknowledges that the City provides notice of termination to the Architect. Architect acknowledges that the

§ 1.3.7.2 With respect to acts or omissions occurring before the substantial completion of the contemplated construction contract between City and the contractor engaged to construct the Project, causes of action between the parties to this Agreement for such acts or omissions shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, not later than the date of substantial completion of that construction contract. With respect to acts or omissions occurring after the substantial completion of the contemplated construction contract between City and the contractor engaged to construct the Project, causes of action between the parties to this Agreement for such acts or omissions shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, on the date of issuance of the final certificate for payment under that construction contract.

§ 1.3.7.3 Nothing contained in this Agreement shall create or be construed to create a right, benefit, or contractual relationship with or a cause of action in favor of a third party against either the City or Architect.

§ 1.3.7.4 Unless otherwise provided herein, the Architect and its consultants shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

§ 1.3.7.5 With the written consent of City (which consent may not be unreasonably withheld), the Architect may include photographic or artistic representations of the design of the Project in its promotional and professional materials. Also, Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the City's confidential or proprietary information if it has previously advised the Architect in writing of the specific information considered by the City to be confidential.

§ 1.3.7.6 If the City requests Architect to execute certificates concerning the Project, the proposed language of such certificates shall be submitted to the Architect for review at least fourteen (14) days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 1.3.7.7 The City and Architect bind themselves, and their respective partners, successors, assigns and legal representatives, to this Agreement and all covenants herein. Neither the City nor the Architect shall assign this Agreement without the written consent of the other, except that the City may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the City's rights and obligations under this Agreement. The Architect shall execute all consents required to facilitate such assignment.

§ 1.3.7.8 The Architect warrants that it has not retained, employed, or solicited any person or entity to secure this Agreement upon an agreement or understanding that they will receive a commission, percentage, brokerage, or contingent fee if this Agreement is entered.

payment of this compensation is its sole and exclusive remedy arising from the City exercising its right to terminate for convenience.

§ 1.3.12 CITY'S RIGHT TO SUSPEND SERVICES

§ 1.3.12.1 Suspension for Convenience of City. City, for its convenience and without cause, reserves the right to suspend the Services of the Architect on the Project by giving it not less than seven (7) days written notice of that suspension.

If the Project is so suspended for the City's convenience for more than thirty (30) consecutive days and at that time Architect has complied with its obligations hereunder, City shall compensate Architect for Services performed prior to notice of such suspension and for any Reimbursable Expenses incurred (if any) prior to the suspension. The fee payable to the Architect at the time of suspension will be calculated in proportion to services performed by the Architect effective when the City provides notice of suspension to it. Also, if Architect's Services on the Project thereafter are resumed, it shall be compensated for expenses incurred (if any) in the interruption and resumption of the Architect's Services, and the time schedules for completion of its Work shall be equitably adjusted. Architect acknowledges that the payment of this compensation is its sole and exclusive remedy arising from City exercising its right to suspend this Agreement.

§ 1.3.12.2 Architect's Right on Suspension. If the Project is abandoned by the City or Architect's Work on it is suspended for more than 120 consecutive days, the Architect may terminate this Agreement by it giving not less than seven (7) days' written notice to City.

§ 1.3.12.3 Obligations and Rights on Termination. If this Agreement is terminated for any reason other than a Default by the City and City has compensated Architect for its Services performed before that termination (and any expense owed it hereunder), Architect shall assemble and furnish City its then existing Work product in a commercially reasonable form, furnish that Work product to the City, and City will have the license contemplated above in § 1.3.2.1 to utilize that Work product in connection with any future development of the Project.

§ 1.3.13 PAYMENTS TO ARCHITECT

§ 1.3.13.1 No deductions shall be made from the Architect's compensation for Services on account of penalty, liquidated damages or other sums withheld by the City from payments to contractors, or on account of the cost of changes in the work.

§ 1.3.13.2 Unless otherwise agreed by the parties in writing, the Fee for Basic Services is inclusive of all expenses for travel, materials, or other costs incurred by Architect in performing Services.

§ 1.3.13.3 Architect shall invoice the City to request payment of compensation due hereunder and include with each invoice supporting records that document the requested payment (including support for payment for any Change in Service or Reimbursable Expense if such are payable hereunder). Invoices for the respective phases of Basic Services shall be submitted when Architect completes the Work for those services. Architect shall maintain records that support its invoices for not less than one year after

the Project is finally completed and make those records available for inspection by City at mutually convenient times.

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c. expense of any extraordinary quantity of renderings, models, and mock-ups requested by the City.

(collectively, "Reimbursable Expenses")

ARTICLE 1.5 COMPENSATION

§ 1.5.1 Compensation to Architect for its performance of the Basic Services shall be computed and paid as follows:

At the conclusion of each respective phase of Basic Services, City will pay the following percentage of the Fee for Basic Services:

Phase	% of Fee Payable When Work on Phase Complete
Schematic Design	10%
Design Development	15%
Construction Documents	50%
Bidding or Negotiation	5%
Construction Admin. (including closeout)	20%

§ 1.5.2 Unless otherwise agreed in writing or provided herein, the maximum compensation for Services payable to Architect for the Project shall not exceed the amount indicated below:

Overall Compensation Summary for Project	
(a) For Basic Services (inclusive of expenses)	See § 1.1.1.b
(b) For Reimbursable Expenses	See § 1.4.2
Maximum Total Amount Payable	Sum of (a) & (b)

§ 1.5.3 If a Change of Service (as defined in Section 1.3.3.1) occurs, unless otherwise agreed the compensation payable to Architect for such additional Service shall be calculated and invoiced by Architect using its Hourly Rate Schedule that is attached as Attachment B.

This Agreement is entered into by the undersigned, duly authorized representatives of the parties effective on behalf of their respective organizations.

[Remainder of Page Left Blank Intentionally]

[Signature Pages Follow]

APPENDIX 4

ARTICLE 1.4 SPECIAL TERMS AND CONDITIONS

§ 1.4.1. Special Terms and Conditions. City, at its expense, will provide the following services related to the Project or Project Site:

- (a) any required geotechnical services related to condition of soils at the Project site;
- (b) any boundary or topographic survey services.
- (c) tests, inspections and reports of construction materials;
- (d) tests for suspected or known hazardous or toxic materials;
- (e) unless otherwise agreed in writing, advertising, the construction documents that Architect will furnish for use in bid process for the Construction Contract
- (f) any required peer review for compliance for storm shelter review.
- (g) ADEM registration fees.

§ 1.4.2 Reimbursable Expenses. Notwithstanding any other provision herein, City agrees to reimburse Architect its actual, out-of-pocket expenses that it and its employees and approved sub-consultants incur on the Project for the following items:

- a. expenses in connection with out-of-town travel that is authorized in advance;
- b. fees paid to authorities in connection with approval of authorities having jurisdiction over the Project; and

City of Mountain Brook, Alabama (City)

By: Stewart Welch  
 (Signature)  
Stewart Welch  
 (Type or Print Name)  
 Its: Mayor  
 (Title)  
 Date: 9-12-2022

Barrett Architecture Studio, LLC (Architect)

By: \_\_\_\_\_  
 (Signature)  
 \_\_\_\_\_  
 (Type or Print Name)  
 Its: \_\_\_\_\_  
 (Title)  
 Date: \_\_\_\_\_

ATTACHMENT A - Architect's Work and Deliverables

The Services to be performed by the Architect hereunder are detailed in this Attachment (collectively, the "Architect's Work"). The information and deliverables listed below comprehensively address and list matters that may apply on a variety of projects. The parties agree to review and adjust the requirements as pertains to the subject Project.

1. The Architect shall provide the City with professional design services in all phases of the Project designated in this Agreement. The Architect's Work consists of Basic Services, which include Schematic Design, Design Development, Construction Documents, Bidding and Negotiating, and Construction/Contract Administration (including Project Close Out) for the construction of the Project. This Work shall include serving as the City's design representative for the Project, and providing such civil, landscape architecture, structural, mechanical and electrical engineering services and any other design services that are necessary to achieve the result intended by the City that customarily are furnished in connection with projects similar in nature and scope to the Project.

2. The Architect shall verify the completeness and accuracy of all drawings, documents and specifications submitted by or through it, and confirm the compliance of those instruments with all applicable codes, ordinances, regulations, laws and statutes. The Architect also shall be responsible for the coordinating and checking all drawings and design documents relating to its design for the Project, regardless of whether such are prepared or performed by the Architect or by its consultants. Such responsibility shall include verification of the accuracy of all dimensional and layout information contained in drawings and design documents.

3. Architect agrees to furnish City all construction related deliverables (including the Specifications) in the electronic format shown on the attached Exhibit 1.

4. City, in the exercise of its reasonable judgment, reserves the right to reject all or any portion of the Architect's Work on the various phases of the Project or any other design work or documents on the following bases: (i) aesthetics; (ii) the construction cost of such design is likely to render work or the Project not practicable or feasible; or (iii) the design is inconsistent with the program for the Project. If all or any portion of the Architect's Work is rejected by the City, then the Architect shall proceed, when requested by the City, with revisions to the Architect's Work to satisfy the City's objections. Any such revisions will be made without adjustments to the compensation provided for hereunder. Any such rejection must be asserted prior to construction of the portion of the Architect's Work that is rejected, unless such defect or portion of the Architect's work is not discovered after such construction is completed and in the further event that the defect in the Architect's Work renders the Project or a part thereof unfit for the purposes for which it was intended.

5. Upon reasonable advance notice, Architect agrees to provide City access to the files and personnel of the Architect relating to the Project to answer any questions the City may have relating to the Architect's performance.

6. The Architect's general responsibilities during the various phases of the Project are as follows:

Schematic Design Phase

September 12, 2022

During this Phase, the Architect shall:

- (a) No later than 30 days after the City's Notice to Proceed, provide the City with a progress schedule based on the City's overall project schedule;
- (b) Devote reasonable time and effort to working with the City, the Project Team (PT) and the community to develop a program based on the general scope of work to be furnished by the Architect to the City. These efforts shall include the Architect's presentations to the PT, and to the community, as required by City;
- (c) Based on the agreed program, prepare Schematic Design Studies consisting of drawings and other documents illustrating the scale and relationship of Project components for approval by the City. These plans shall be presented to the PT and the community, as required, prior to proceeding with Design Development Drawings, and shall be accompanied by a Cost Estimate based on current area, volume or other unit costs. The Cost Estimate and any adjustments thereto shall indicate, in a level of detail satisfactory to the City, the cost of each category of work involved in constructing the Project, and shall include an estimate of the period required from the commencement to the completion of construction of the Project;
- (d) Provide to the City two (2) sets of the Schematic Design Studies for review and comment by the City; and
- (e) Advise the City of any need for, or advisability of, the City's securing any tests, analyses, studies, reports, or consultant's services in connection with the development of the design and Construction Documents for the Project

The documents to be furnished to City in this phase shall include all deliverables listed in the attached Exhibit 2.

**Design Development Phase**

After City approves the Schematic Design Studies, the Architect shall prepare the Design Development Documents and submit them for approval by the City. These Documents consists of drawings and other documents, outline specifications and written descriptions of other elements of the Project, including, without limitation, architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. During this Phase, the Architect shall:

- (a) Make, together with any consultants, such extensive building surveys as may be necessary to determine all conditions which will affect new work, including, but not limited to, areas above ceilings and electrical, mechanical and plumbing systems;
- (b) Submit to the City a further Statement of Probable Construction Cost; and
- (c) Provide the City with four (4) sets of the Design Development Documents

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Architect agrees to:

- (a) Maintain a record of prospective bidders to whom Bidding Documents have been issued;
- (b) Attend pre-bid conferences;
- (c) Upon City's request, prepare addenda, as necessary or appropriate, to interpret, clarify or otherwise explain the intent of the Bidding Documents;
- (d) Upon City's request, consult with and assist the City in conducting any prequalification of prospective bidders.
- (e) Consult with and advise the City as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the Contractor to perform portions of the Work;
- (f) Consult with the City concerning, and determine the acceptability of, substitute materials and equipment proposed by the Contractor when substitution prior to the award of the contract is allowed by the Bidding Documents;
- (g) Attend the bid opening, prepare bid tabulation sheets and assist the City in evaluating bids or proposals and in assembling and awarding the contract for construction;

If the lowest bona fide proposal which is submitted by a responsible contractor satisfactory to the City for construction of the Project pursuant to the approved Construction Documents exceeds the final estimate of Construction Cost by 10% or more, Architect shall, at its sole cost expense, revise the Drawings and Specifications as may be required by the City in order to reduce or modify the scope of the Project so that the total Construction Cost of the Project will not exceed the fixed limit Construction Cost, and prepare those documents for re-bid.

**Contract Administration Phase (including Project Close Out)**

During this Phase Architect shall:

- (a) Serve as the City's representative during construction until final payment is due to the Contractor under the Construction Contract;
- (b) Consult with and advise the City on contract administrative matters, and provide Contract Administration services as set forth in the General Conditions of the Contract for Construction and other Contract Documents;
- (c) Have authority to act on behalf of the City to the extent provided in the General Conditions of the Contract for Construction and other Contract Documents, unless otherwise modified in writing.

The documents to be furnished to City in this phase shall include all deliverables listed in the attached Exhibit 2.

**Construction Documents Phase**

During this Phase, the Architect, utilizing the approved Design Development Documents, shall prepare for approval by the City the Drawings, plans, Specifications and other construction documents setting forth in detail the requirements for the construction of the entire Project ("collectively, Construction Documents" or "Contract Documents"). These Construction Documents shall detail all work to be performed; detail all material, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical, and site work; include survey maps furnished by City; and include direct reproduction of any logs and subsurface soil investigations. Architect agrees that it will:

- (a) Prepare Bidding Documents and information, the General Conditions of the Contract for Construction, the form of Agreement between the City and the Contractor, and the other customary documents and instruments for a similar project in the Contract Documents. City will furnish the General Terms and Conditions between it and the Contractor;
- (b) In preparing the Contract Documents, incorporate those Specifications used by City on similar projects (if any are applicable to the Project) and the Approved Product List provided by the City, which Specifications and Approved Product List shall not be modified without the City's prior written approval;
- (c) Provide the City with five (5) Construction Document review sets at both the 50% completion and 100% completion stages;
- (d) Advise the City of any adjustments to the latest Cost Estimate caused by changes in the general scope, extent or character or design requirements of the Project or by general market conditions, and furnish the City a revised Cost Estimate which includes all such adjustments;
- (e) File the required documents to secure the General Building Permit. In connection with this permitting, Architect (i) shall have the sole responsibility to expedite and secure all required approvals of Plans and Specifications (including, but not limited to, the approvals of the City's Department of Planning, Engineering & Permits); and (ii) provide City weekly status reports of the status of plan review.

The documents to be furnished to City in this phase shall include all deliverables listed in the attached Exhibit 2.

**Bidding and Negotiating Phase**

Following City's approval of the Construction Documents and the latest Cost Estimate, the Architect shall assist the City in advertising for, soliciting and obtaining bids (or negotiating proposals, if applicable) to retain a contractor(s) to construct or complete the Project in a manner that is consistent with the Public Works Law of Alabama. During this phase, the

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- (d) Have access to the Project site at all times during construction;
- (e) At least on a bi-weekly basis, visit the Project site to assess and evaluate the progress and quality of the Contractor's Work and determine if the Contractor's Work is proceeding in accordance with the requirements of the Contract Documents, and submit to City written reports of such reviews. In its on-site observations, the Architect shall use reasonable efforts to prevent defects and deficiencies in the Contractor's Work. Notwithstanding the foregoing, the Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Contractor's Work;
- (f) Meet at the Project site in emergency situations;
- (g) Attend regularly scheduled on-site construction progress meetings with the contractor (and any of its sub-contractors, prepare minutes of the meetings, and provide written Project status reports and a construction schedule to the City. Such meetings shall be held at least every two weeks (or more often, if deemed necessary by the City).
- (h) Based on its observations at the Project site of the Project and its review of Contractor's Applications for Payment, the Architect shall determine the amount owing the Contractor, and approve, reject or revise such Applications for Payment. The Architect's issuance of a Certificate for Payment shall constitute a representation by the Architect to the City that, to the best of the Architect's knowledge, belief and experience, the Contractor's Work has progressed to the point that it conforms to the requirements of the Contract Documents, and that the Contractor is entitled to payment from the City in the amount certified;
- (i) Interpret the requirements of the Contract Documents and impartially judge of the performance there under by both the City and the Contractor. The Architect shall assist the City in deciding the claims of the Contractor relating to the execution and progress of the Contractor's Work, and on all other matters or questions related thereto;
- (j) Have the authority and responsibility to reject all or any portion of the Contractor's Work that does not conform to the strict requirements of the Contract Documents. Whenever, in the exercise of Architect's professional opinion, Architect deems it necessary or advisable to require special inspection or testing of any of the Contractor's Work to ensure compliance with the Contract Documents, the Architect has the authority to require special inspection or testing after consulting with City. Such special inspection or testing may be performed whether the Contractor's Work being evaluated has been fabricated, installed or completed;
- (k) Expediently review and approve shop drawings, samples and other submissions of the Contractor for conformance with the design of the Project and for compliance with the Contract Documents. The Architect shall consult with and obtain the City's approval prior to approving any items or conditions that do not conform to the strict requirements of the approved Contract

APPENDIX 4

- (l) Prepare Proposed Modifications, Work Orders and Change Orders for the City's review and approval, as appropriate;
- (m) With respect to Project Close Out: (i) conduct inspections to determine the dates of Substantial Completion and Final Completion; (ii) prepare the punch list; (iii) receive and review written guarantees and related documents assembled by the Contractor; and (iv) issue a Certificate for Final Payment in accordance with the General Conditions; and
- (n) At the conclusion of the Project, without additional cost to the City, review the contractor's mark-up of initial drawings, and review and approve the contractor's set of As-Built drawings to City. These drawings shall be submitted on CD in both vector and raster format (See Exhibit 1 for formatting). The As-Built Project documents shall consist of the following:

- Construction Drawings
- All Addenda
- All executed change orders
- Contractor and City inspector as-built mark-ups

Architect will require Contractor to produce As-Built drawings as a component of their base Bid and Architect shall not be responsible for producing as-built drawings.

The following documents shall be submitted on CD and shall be formatted as specified:

1. Specifications in MSWord.
2. A complete set of as-built drawings in AutoCAD 2004, with a list of standards layers. Revit model will be available for owner if requested.
3. A complete set of as-built drawings submitted as (dwg) files. Architect to review as-built documents from GC in PDF format.

The following plans (if applicable) shall be submitted in AutoCAD 2004:

- > A complete site plan.
- > A complete overall floor plan of all floor levels that shall include: room names and square footages as attributes. Layers labeled as walls, columns, doors, stairs, windows, room name, title, and symbol shall be included.
- > A complete mechanical system plan.
- > A complete plumbing system plan.
- > A complete electrical system plan.
- > ~~A complete sound system plan.~~ Not within scope of work, by owner.
- > ~~A complete security system plan.~~ Not within scope of work, by owner
- > A complete fire alarm system plan.
- > A complete CATV plan.
- > ~~A complete networking system plan.~~ Not within scope of work, by owner.
- > A complete roofing plan.
- > A complete sprinkler plan.

EXHIBIT 2 TO ATTACHMENT A -REQUIRED DELIVERABLES

I. SCHEMATIC DESIGN PHASE

The Schematic Design should clearly indicate the improvements and construction anticipated for the Project or provide sufficient information and alternatives so that a clear direction for subsequent phases can be determined. This Design should represent approximately 20% of design completion. The Schematic Design should incorporate all items outlined in the Scope of Work. The Schematic Design documents may be submitted in booklet form or as plans with other narrative materials, whichever best presents and conveys the necessary information. The Schematic Design should be presented with sufficient information to allow a reviewer to fully understand the main design concepts and orientation. All consultants are to produce their schematic plans following the same format, scale and drawing positioning as the architectural drawings. Designer shall ensure all consultant work is coordinated.

Objective: To define the general scope, scale, functional relationship, traffic flow and cost of the Project components. The conceptual design is documented in sufficient detail to convey a clear and comprehensive image of the designer's solution. The documents will identify area allocations, conceptual organization of exterior and interior spaces, conceptual image and building massing, usage of feature interior and exterior materials, selection of structural, mechanical, plumbing and electrical system concepts. Upon acceptance of the Schematic Design Package, the City will approve the conceptual direction for further development in subsequent phases.

SCHEMATIC DESIGN CHECKLIST

A. Civil Site Plan -

Provide the following:

- \_\_\_ 1. Site plan of the Project showing location of all buildings, roads, parking and landscape elements.
- \_\_\_ 2. Clear delineation of the Project limit lines
- \_\_\_ 3. Preliminary spot elevations
- \_\_\_ 4. Existing utilities noted
- \_\_\_ 5. Proposed utilities noted
- \_\_\_ 6. Site drainage, storm water removal or detention noted
- \_\_\_ 7. Identify number of parking spaces and code/zoning requirements
- \_\_\_ 8. Provisions for trash disposal and removal by truck dock, compactor etc.
- \_\_\_ 9. Conformance to zoning restrictions for easements and setbacks, etc.

B. Conceptual Building Floor Plans

Provide the following:

- \_\_\_ 1. Plans of all floors showing structural grid, vertical circulation elements, core elements, vertical shafts, interior partitions, door and window locations, floor elevations
- \_\_\_ 2. Key dimensions, bay sizes and overall dimensions
- \_\_\_ 3. Plan of all floors showing structural grid, vertical circulation elements, core elements, vertical shafts, interior partitions, door and window locations, floor elevations

- \_\_\_ 4. Room names
- \_\_\_ 5. Preliminary finish schedule for typical areas
- \_\_\_ 6. Accessibility routes

C. Roof Plan

Provide the following:

- \_\_\_ 1. Structural grid
- \_\_\_ 2. Roof material
- \_\_\_ 3. Preliminary drains and slope

D. Conceptual Building Sections

Provide the following:

- \_\_\_ 1. Major sections through building to show relevant conditions
- \_\_\_ 2. Structural grid
- \_\_\_ 3. Building to grade relationship
- \_\_\_ 4. Floor to floor and floor to ceiling height
- \_\_\_ 5. Material designations

E. Conceptual Building Elevations

Provide the following:

- \_\_\_ 1. Major elevations with extent of glazing and mullion spacing indicated
- \_\_\_ 2. Major materials identified
- \_\_\_ 3. Floor lines, roof line and top of parapets indicated with dimensions
- \_\_\_ 4. Finished grades clearly shown

F. Conceptual Details

Provide the following:

- \_\_\_ 1. Typical wall sections

G. Structural

Provide the following:

- \_\_\_ 1. Design criteria narrative
- \_\_\_ 2. Structural system description including alternates considered
- \_\_\_ 3. Single line floor and roof framing plans
- \_\_\_ 4. Typical bay and member sizes noted
- \_\_\_ 5. Description of foundation system, compare with geotechnical report

H. MEP

Provide the following:

- \_\_\_ 1. Preliminary HVAC system description to include central plant, duct chases, single lines showing major duct runs
- \_\_\_ 2. Design criteria for HVAC narrative including ("U" factors, temperature range, air changes, humidity controls, etc.)
- \_\_\_ 3. Energy sources identified, entrances noted on architectural drawings
- \_\_\_ 4. Mechanical rooms sized and located on architectural drawings
- \_\_\_ 5. Vertical shafts and riser spaces sized and indicated on architectural drawings
- \_\_\_ 6. Special features noted (UPS room, etc)



- \_\_\_ 7. Plumbing fixture count complies with code/program (Drinking fountains, lavatories, urinals, water closets, etc)
- \_\_\_ 8. Location of cooling tower, mechanical rooms, electrical equipment shown on elevations, roof and/or site plans.
- \_\_\_ 9. Fire protection codes and standards narrative
- \_\_\_ 10. General description of fire suppression
- \_\_\_ 11. Power requirements stated
- \_\_\_ 12. Substation and switch gear room sized and located on plans
- \_\_\_ 13. Gas, water, sewer, etc., service points
- \_\_\_ 14. Telephone and electrical room requirements shown on plans
- \_\_\_ 15. Lighting outlined in plan
- \_\_\_ 16. Design criteria for electrical services, including voltage, number of feeders and whether feeders are overhead or underground. Provide a specific description of items to be served by emergency power and describe consideration for special areas.

I. Specialty Consultants

Provide the following:

- \_\_\_ 1. Design criteria defined
- \_\_\_ 2. One line plans as appropriate (kitchens, labs, etc)
- \_\_\_ 3. If applicable, include the asbestos lead lab analysis report in the Construction Documents. If asbestos abatement is not part of the Project, state so in the Specification Book.

J. Code Analysis

Provide the following:

- \_\_\_ 1. Land use restrictions
- \_\_\_ 2. Code footprint (Will be on cover sheet of plans, example attached)
- \_\_\_ a. Identify building area limitations, construction classification, occupancy use, including multiple and special usages, occupancy load and egress capacity
- \_\_\_ b. Means of egress
- \_\_\_ c. Site (ADA) accessibility
- \_\_\_ 3. Identify seismic requirements for Project location.

K. Outline Specification

Provide the following:

- \_\_\_ 1. Identify specification sections and major building material systems and Finishes

L. Estimates

Provide the following:

- \_\_\_ 1. Major component cost estimate, verify inclusion of elements by crosschecking against outline specification for omissions and compare with budget.
- \_\_\_ 2. Identify escalation factors to mid-point of construction
- \_\_\_ 3. Estimate construction period, identify any phased work and any long lead

II. DESIGN DEVELOPMENT DOCUMENTS PHASE

The Design Development Phase should provide definite design conclusions based on the approved Schematic Design framework and represent approximately 50% of design completion. Where the consultant requires a decision or recommendation to proceed to the Construction Document Phase, adequate supportive and explanatory information should be provided upon which a determination can be made. The submittal should be presented in the Standard Plan and Specification format with additional narrative materials as necessary. During this phase the Architect should provide written response to the City's comments on the Schematic review, resolve any outstanding issues on schematic design checklist, and coordinate all consultant work.

Objective: To develop in further detail the approved conceptual design. The design documents should clearly identify the developed civil, architectural, structural, mechanical, electrical, plumbing and fire protection design solutions. All major features and components of the design solution should be documents and included in the updated cost estimate and compound with AFC. Upon approval of the Design Development Package by the City, the design team will begin execution the final construction design details. The approved Design Development Package constitutes a complete concept and no further changes to the plans, elevations or building systems will be allowed except to comply with construction or code requirements.

DESIGN DEVELOPMENT CHECKLIST

CIVIL DRAWINGS

A. Site Plans

Provide the following:

- \_\_\_ 1. Building location plan - building tied down dimensionally with pertinent adjacencies, permanent benchmark, street lines, property lines, required setbacks, easements, rights of way, manholes, sewers, hydrants, light standards, interface with survey.
- 2. Grading and paving plans, include contours, critical spot elevations. (Main level datum elevation)
  - \_\_\_ a. Include sidewalks, ramps, stairs, driveways, parking areas including layout geometry
  - \_\_\_ b. Site drainage and retention areas
- 3. Utility Plans
  - \_\_\_ a. Identify existing and new utilities to the building (electrical, water, gas, telephone and cable)
  - \_\_\_ b. Identify sanitary and storm laterals from the building to the mains
  - \_\_\_ c. Identify site storm sewers, inlets, manholes, etc.

B. Site Sections

Provide the following:

- \_\_\_ 1. Include typical driveway, parking area, sidewalk cross sections.

C. Typical Design Details

time for special item.

- \_\_\_ 4. Sole source items identified and justified
- \_\_\_ 5. Area tabulation gross SF to net SF.

M. Submittals

Provide the following:

- \_\_\_ 1. 2 complete sets of submittals for review Document Above lists 2 sets of documents not 4 as shown here.

Provide typical details the following exterior:

- \_\_\_ 1. Railing, stairs, ramps, walkway paving types and patterns, benches, site lighting, other significant features

ARCHITECTURAL DRAWINGS

A. Code Analysis Plan

Provide the following:

- 1. Code Footprint
  - \_\_\_ a. Include all fire rated partitions

B. Architectural Floor Plans

Provide the following:

- \_\_\_ 1. Dimensioned structural bay system
- \_\_\_ 2. Internal partitions located, drawn and located and dimensioned
- \_\_\_ 3. All casework and other equipment called out on plans
- \_\_\_ 4. Major mechanical/electrical systems determined and their requirements reflected and indicated on the plans including louvers, areaways and utility entrances
- \_\_\_ 5. Locate all plumbing fixtures
- \_\_\_ 6. All rooms named and numbered
- \_\_\_ 7. Locate exterior and interior doors and windows
- \_\_\_ 8. Locate typical and fire rated partition types
- \_\_\_ 9. All keyed references: match lines, building sections, enlarged plans, etc. keyed notes
- \_\_\_ 10. Finish floor elevations noted
- \_\_\_ 11. Expansion joints indicated
- \_\_\_ 12. Building cores (stairs, elevators, toilets, shafts, etc) drawn to a larger scale (+/- 3/4"), dimensioned and keyed to larger plans
- \_\_\_ 13. Plans and elevations of feature areas (lobby, special spaces) drawn to a larger scale (+/- 3/4") with all surfaces shown and materials called out and keyed to larger plans
- \_\_\_ 14. Demolition plan, roof plan

C. Reflected Ceiling Plans

Provide a reflected ceiling plan for all finished spaces which includes:

- \_\_\_ 1. Located lighting fixtures, speakers and cameras (the inclusion of speakers and cameras if requested by the owner, but locations would be provided by the owner or owner's consultant)
- \_\_\_ 2. Soffits/bulkheads, skylights
- \_\_\_ 3. Identify major ceiling materials and their relationship with partitions
- \_\_\_ 4. Identify all areas with exposed structure

D. Building Elevations

Provide the following:

- \_\_\_ 1. Building elevations including roof structures and eave details
- \_\_\_ 2. Identify and locate all exterior windows and doors

- \_\_\_ 3. Identify floor levels, vertical dimensions and overall building heights
- \_\_\_ 4. Column center lines
- \_\_\_ 5. Locate expansion joints and major panel joints
- \_\_\_ 6. Exterior mechanical equipment
- \_\_\_ 7. All materials noted; demarcation of materials shown
- \_\_\_ 8. Detailed elevations at a larger scale (+/- 1/4") as necessary to explain intent (building entrance, special brickwork or masonry, building canopy, etc)
- \_\_\_ 9. Major keyed references: match lines, buildings sections, wall sections

**E. Building and Wall Sections**

Provide the following:

- \_\_\_ 1. Include major building sections, identify column lines, feature openings and relationships between floors, ceilings, structure and mechanical systems
- \_\_\_ 2. Vertical dimensions including floor to floor and ceiling heights
- \_\_\_ 3. Finished grades around the building
- \_\_\_ 4. Typical wall sections or assembly details

**F. Landscaping Plan**

Provide the following:

- \_\_\_ 1. Site plan indicating lawn and plantings.
- \_\_\_ 2. Consideration is to be given to the topographic information for drainage.

**G. Details**

Provide the following:

- \_\_\_ 1. Large scale details of major exterior wall assemblies, (parapets to foundation)
- \_\_\_ 2. Large scale details of major foundation and perimeter treatment
- \_\_\_ 3. Typical window and door details (i.e., head jamb and sill conditions)
- \_\_\_ 4. Typical interior and exterior columns details
- \_\_\_ 5. Key areas shown including stairs, elevators, escalators, loading docks, shafts and other conditions where wall sections reveal the third dimension
- \_\_\_ 6. Major casework elevations and millwork profiles
- \_\_\_ 7. Partition types

**H. Interior Elevations**

Provide the following:

- \_\_\_ 1. Elevations of significant interior spaces

**I. Schedules**

Provide the following:

- \_\_\_ 1. Draft interior finish schedule
- \_\_\_ 2. Draft door and frame schedules
- \_\_\_ 3. Draft window and glazing schedule

**STRUCTURAL DRAWINGS**

**A. Structural Plans**

Provide the following:

- \_\_\_ 1. Foundation plan including interior and perimeter foundations, footings, piles, caissons, wall beams and grade beams as needed.
- \_\_\_ 2. Framing plans for all floors and roof including major member sizes noted or

- \_\_\_ 1. Size and locate utility risers, shafts, chases and equipment on architectural plans

**B. Detail Plans**

Provide the following:

- \_\_\_ 1. Locate all toilets, urinals, lavatories, mop sinks, floor drains and drinking fountains
- \_\_\_ 2. Locate under slab sanitary and supply lines
- \_\_\_ 3. Locate maintenance hose bibs in toilet rooms and on exterior of building
- \_\_\_ 4. Include roof drainage system (quantity and location of roof drains, internal and external downspouts
- \_\_\_ 5. Coordinate fixture sizes and mounting heights (for special accessibility and age groups)
- \_\_\_ 6. Coordinate plumbing chase and shaft depths with architectural
- \_\_\_ 7. Consider access and replacement requirements with all room layouts
- \_\_\_ 8. Coordinate ceiling plenum space with architectural, fire protection, mechanical, electrical, structural
- \_\_\_ 9. Coordinate piping size and flows with existing sprinklers if applicable.
- \_\_\_ 10. Fire Sprinklers: On new construction, make arrangements with the water company to have a hydrant flow test made. Include the flow test report in the Contract Documents.

**C. Catalog Cuts**

Provide the following:

- \_\_\_ 1. Plumbing fixtures
- \_\_\_ 2. Sprinkler heads
- \_\_\_ 3. Special Equipment
- \_\_\_ 4. Fire suppression system

**ELECTRICAL DRAWINGS**

**A. Floor Plans**

Provide the following:

- \_\_\_ 1. Size and locate utility equipment on architectural plans.
- \_\_\_ 2. Major electrical equipment (switch gear, distribution panels, emergency generator, transfer switches, UPS system, etc.) dimensioned and drawn to scale into the space allocated, also include riser diagram or one line diagram.
- \_\_\_ 3. Identify service amperage and voltage requirements
- \_\_\_ 4. Locate size of conduit runs, cable trays, risers, shafts, chases, etc
- \_\_\_ 5. Locate size site electrical: transformers, underground service, entrance details, etc
- \_\_\_ 6. Identify typical and feature lighting fixtures: ceiling and wall types reflective ceiling plan
- \_\_\_ 7. Identify electric and telephone panel room locations
- \_\_\_ 8. Locate electrical devices for typical classroom, offices, special classrooms including power receptacles, computer, telephone, TV, light switches, closed circuit TV, fire alarm, security and intercom devices
- \_\_\_ 9. Locate electrical equipment (i.e., fire alarm, security and intercom devices requirements)

**B. Structural Sections/Details**

Provide the following:

- \_\_\_ 1. Location of in-floor electrical system
- \_\_\_ 2. Major penetrations (i.e., slab openings, pits, tunnels and ramps) located on drawings
- \_\_\_ 3. Expansion joints located
- \_\_\_ 4. Typical edge of slab details for cladding attachment
- \_\_\_ 5. Special conditions noted (shoring, underpinning, etc.)
- \_\_\_ 6. Provide wind, seismic, dead and live loads design information.
- \_\_\_ 7. Footing, beam, column and connection details.
- \_\_\_ 8. Updated building elevations.

**MECHANICAL DRAWINGS**

**A. Floor Plans**

Provide the following:

- \_\_\_ 1. Size and locate utility risers, shafts, chases and equipment coordinated with architectural plans
- \_\_\_ 2. Heating and cooling load criteria for each space and major duct or pipe runs sized to interface with structural and architectural building components.
- \_\_\_ 3. Mechanical room equipment layouts are shown
- \_\_\_ 4. Locate major equipment such as boilers, cooling towers, air handling units, heat pumps, exhaust fans, unit heaters, perimeter fin tubes, etc.
- \_\_\_ 5. Locate intake and exhaust louvers
- \_\_\_ 6. Indicate typical layouts of all ceiling devices
- \_\_\_ 7. Consider access and replacement requirements with all equipment room layouts
- \_\_\_ 8. Coordinate ceiling plenum space with architectural, plumbing, fire protection, electrical, structural
- \_\_\_ 9. Air and water flow diagrams showing CFM and GPM respectively.
- \_\_\_ 10. Show electrical requirements such as panel size, location, voltage and current requirements for mechanical equipment.

**B. Sections**

Provide the following:

- \_\_\_ 1. Critical mechanical room cross sections
- \_\_\_ 2. Corridor sections indicating duct clearances

**C. Catalog Cuts**

Provide the following:

- \_\_\_ 1. Grills and diffusers
- \_\_\_ 2. Special equipment
- \_\_\_ 3. Controls/Building Management Control Systems (BMCS)

**PLUMBING/FIRE PROTECTION DRAWINGS**

**A. Floor Plans**

Provide the following:

- \_\_\_ 10. Consider access and replacement requirements with all utility room layouts
- \_\_\_ 11. Coordinate ceiling plenum space with architectural, plumbing, fire protection, mechanical, structural
- \_\_\_ 12. Update design calculations to include power consuming equipment and load characteristics.
- \_\_\_ 13. Site lighting, locate and identify all lighting fixtures.

**B. Catalog Cuts**

Provide the following:

- \_\_\_ 1. Light fixtures
- \_\_\_ 2. Fire alarm devices
- \_\_\_ 3. Special equipment
- \_\_\_ 4. Factory installed lighting and voltage surge protection equipment

**OTHER REQUIREMENTS**

**A. Specialty Consultants**

All specialty consultants should provide the same level of information which is required for MEP disciplines. Specialty consultants not listed within Contract would be coordinated by the Architect, but not included within the scope of the work.

**B. Specifications**

Provide the following:

- \_\_\_ 1. Draft specification
- \_\_\_ 2. When a product is specified, three manufacturers must be listed as acceptable unless a specific manufacturer is specified by owner.  
Contact the Project Manager if circumstances require a product to be sole sourced.

**C. Estimates.**

Provide the following:

- \_\_\_ 1. Major line items costs for all building components, verify inclusion of all elements by cross-checking against specification for omissions
- \_\_\_ 2. Identify escalation to mid-point of construction
- \_\_\_ 3. Update cost estimate of construction and compare it to the allowable for construction.
- \_\_\_ 4. Estimate construction period, identify any phased work and any long-lead time for special item.
- \_\_\_ 5. Sole source items identified as approved.

**D. General**

Provide the following:

- \_\_\_ 1. As documents develop, confer with regulatory agencies such as:
  - \_\_\_ a. Fire marshal (state and local)
  - \_\_\_ b. Department of Health
  - \_\_\_ c. Department of Education
  - \_\_\_ d. Local zoning commission
  - \_\_\_ e. Local planning commission
  - \_\_\_ f. Other

- \_\_\_ 2. Identify all documents with project number and date.
- \_\_\_ 3. Review the building design program, scope of work and verify compliance.
- \_\_\_ 4. The mechanical and electrical engineers:
  - \_\_\_ a. Contact utility companies and public authorities for all services and initiate approval process as needed for connection to their systems.
  - \_\_\_ b. Investigate and report on their review of all applicable local, public and utility regulations;
  - \_\_\_ c. Notify the Architect of space and location requirements for systems

**E. Submittals for Review.**

- \_\_\_ 1. 2 complete sets of drawings and specifications.

The Construction Document Phase provides the completed set of plans and technical specifications (except for the standard specification insertions) necessary to bid the Project. Few changes should be necessary at this point as the design for the Project is to be 100% complete. By this stage, Architect shall have thoroughly checked and proofed the Construction Documents for spelling, typographical and grammatical errors prior to submission, resolved any outstanding issues on the Design Development checklist, and continued to ensure that the work of its consultants is coordinated. Below is a checklist for this phase on which each item should be initialed and dated.

Objective: To develop a complete design. The design documents should be clear and precise for a contractor to do take-offs without needing to visit the project site. Contractor must be required to visit the site and attend mandatory pre-bid conference.

**DRAWINGS/ DELIVERABLES CHECKLIST:**

**A. Plans**

Provide the following:

- \_\_\_ 1. City's Project Title - (All Sheets)
- \_\_\_ 2. City's Project Number - (All Sheets)
- \_\_\_ 3. Location Map (Include North Arrow - Cover Sheet and Plan Sheet)
- \_\_\_ 4. Drawing Sheet Index on Cover Sheet if needed. (or Index and legend on Sheet 2)
- \_\_\_ 5. Building code information on Cover Sheet including (Code Footprint)
- \_\_\_ 6. Terms and Abbreviations Index and Symbol Legend on Cover Sheet
- \_\_\_ 7. Consecutive Numbering of Sheets 1 of 6, 2 of 6 ... 6 of 6 including Cover Sheet.
- \_\_\_ 8. All Sheets stamped, signed and dated by responsible design professional

**B. Specifications**

Provide the following

- \_\_\_ 1. Technical Specifications should be complete including the completion of the appropriate Division 1 Sections. When a product is specified, three manufacturers must be listed as acceptable. Contact the City's representative on the Project if circumstances require a product to be supplied by a sole source.
- \_\_\_ 2. Abbreviated project description for the Invitation for Bid.
- \_\_\_ 3. Table of contents for Division 1 thru 16
- \_\_\_ 4. Name and phone number of contact person for Design Issues for IFB.
- \_\_\_ 5. The number of calendar days allowed for construction including 12 working days for document processing time.
- \_\_\_ 6. Major subcontractor categories
- \_\_\_ 7. Description of Alternates, include additional Construction Working Days to be added for alternates
- \_\_\_ 8. Description of any Unit Prices, including amount in Base Bid
- \_\_\_ 9. List of Testing and Product Submittals including shop drawings required
- \_\_\_ 10. Description of any Phasing or Special Work Conditions required
- \_\_\_ 11. The number of Bad Weather Days for the construction period including rationale used to develop the number.

APPENDIX 4

- \_\_\_ 12. Expanded Description of the Base Bid and Alternates
- \_\_\_ 13. Consultant's seal and certification, as well as the seal and certification of all sub-consultants.

**C. General**

Provide the following:

- \_\_\_ 1. Milestone Construction Schedule
- \_\_\_ 2. Plans and Specifications all have the same issue date
- \_\_\_ 3. Responses to Design Development or previous phase review comments
- \_\_\_ 4. ASHRAE 90.2 Design Calculations and Certification Letter
- \_\_\_ 5. Copies of all approvals and permits required of other state agencies
- \_\_\_ 6. 5 complete sets of plans and specifications plus extras required as discussed in Pre-Proposal meeting
- \_\_\_ 7. Submit attached coordination plan checklist
- \_\_\_ 8. Identify all documents with project number and date.
- \_\_\_ 9. As documents develop, confer with and obtain further review from regulatory agencies such as:
  - \_\_\_ a. Building department
  - \_\_\_ b. Fire Marshall
  - \_\_\_ c. Department of Health
  - \_\_\_ d. Other
- \_\_\_ 10. Check with the applicable regulatory agencies and establish schedule for submission and/or review
- \_\_\_ 11. Coordinate drawings with Project Manual
- \_\_\_ 12. Review the program and verify compliance
- \_\_\_ 13. Re-check Design Development documents for code compliance
- \_\_\_ 14. Submit CADD Deliverables for format review

**D. Cost Estimate**

Provide the following:

- \_\_\_ 1. An Itemized cost estimate showing base bid and all owner-approved alternatives not exceeding the owner's construction cost estimate.

**ATTACHMENT B - ARCHITECT'S HOURLY RATE SCHEDULE**

(Used to Set Compensation to Architect for Additional Services Following a Change in Service)

**Architectural**

Principal	\$185/hr
Senior Project Architect	\$165/hr
Project Architect	\$145/hr
Architectural Associate I	\$135/hr
Architectural Associate II	\$115/hr
Architectural Associate III	\$100/hr
Senior Interior Designer	\$135/hr
Interior Designer I	\$115/hr
Interior Designer II	\$100/hr
Interior Consultant	\$100/hr
Project Administrator	\$100/hr

**Structural**

Senior Principal	\$200/hr
Principal	\$175/hr
Project Manager/Senior Engineer	\$150/hr
Engineer	\$125/hr
Drafter	\$100/hr
Clerical	\$ 75/fr

**MEP**

Regional Manager	\$205/hr
Team Leader	\$195/hr
Group/Account Mngr	\$180/hr
Project Manager 2	\$160/hr
Project Manager 1	\$155/hr
BIM Manager	\$130/hr
Project Engineer 2	\$115/hr
Project Engineer 1	\$110/hr
Project Designer 3	\$130/hr
Project Designer 2	\$105/hr
Project Designer 1	\$100/hr
Office Manager	\$ 80/hr

**Civil**

Principal / Senior Project Manager	\$155/hr
Project Civil Engineer	\$120/hr
Engineer Intern	\$ 95/hr
Administrative	\$ 65/hr

**Landscape Architect**

Senior Principal	\$185/hr
Principal	\$165/hr
Senior Landscape Architect	\$150/hr

Landscape Arch / Project Mngr \$125/hr  
Designer II \$105/hr  
Designer I \$ 85/hr  
Administrative \$ 65/hr

## MINUTE BOOK 92

APPENDIX 4



Heather Richards <richardsh@mtnbrook.org>

# MINUTE BOOK 93

K&K Systems

Systems

QUOTATION 95

## Council Items Needed

Richard Caudle <richard@skipperinc.com>

Thu, Sep 8, 2022 at 3:59 PM

To: Sam Gaston <sgastons@mtnbrook.org>, Heather Richards <richardsh@mtnbrook.org>, Ronald Vaughn <vaughnr@mtnbrook.org>

Attached is the information for the flashing LED signs for Montrose Road at Mountain Park Drive. The quote total is \$7949.56. I have included the quote, the construction plan, and catalog cut sheets for the various components. Please note that the poles are unpainted and the City will have to paint them "Mountain Brook Green" when they are delivered if this is desired.

Richard L. Caudle, P.E. (registered in AL and MS)  
Skipper Consulting, Inc.

3644 Vann Road Suite 100

Birmingham, Alabama 35235

richard@skipperinc.com

(205) 655-8855 fax (205) 655-8825

Cell (205) 790-4307 home (205) 594-4708

[Quoted text hidden]

skipper crosswalk sign design montrose at mountain park 090722.pdf  
6977K

687 Palmetto Road  
Tuscaloosa, MS 38601  
www.k&k-systems.com

email: [quib@k&k-systems.com](mailto:quib@k&k-systems.com)  
Phone: Office 662-569-2025, Cell: 662-542-3192  
Fax: 662-666-7123 TollFree: 888-414-3003

Quote Date: 02/20/2022  
Quote Valid: 45 Days  
Customer Type: Your Cost  
Prepared by: Chip Phillips  
Name: Richard Caudle  
Company Name: Skipper Consulting, Inc.  
Street Address: 3644 Vann Road Suite 100  
City, ST ZIP Code: Birmingham, AL 35235  
Tel: 205-655-8855  
Cell: 205-790-4307  
Fax: 205-655-8825  
email: richard@skipperinc.com

Name: Richard Caudle  
Company Name: Skipper Consulting, Inc.  
Street Address: 3644 Vann Road Suite 100  
City, ST ZIP Code: Birmingham, AL 35235  
Tel: 205-655-8855  
Cell: 205-790-4307  
Fax: 205-655-8825  
email: richard@skipperinc.com

Model # Description Price  
S1-1-3636-17-G-10-DC20 School Zone Sign - Fluorescent Yellow Green - 18" x 24" LED, DC20 Solar panel with mounting bracket, CPL sensor (optional), 1 day programmable time module with crop down box and 1800mAh battery. Pentagon shaped. Mounting kit (MOUNTKIT) included. \$1,867.00

Packaging: K&K Bulkpack  
Cylinder and Accessory - PER UNIT

Qty per Unit	Description	Price Each	Price per Unit
1	64-370 Use fluorescent yellow green sheeting instead of High Intensity sheeting.	\$42.72	\$42.72
1	DEP-ECO1 Direct ECO1 cabinet, 30 watt solar pack, (1) BAT-12-15A, SPLasher (Controller), 7-day timer (P1-7) and Drop down box (DDB)	\$572.71	\$572.71
1	DS-41-40 Solar Panel - 40W (20.71 x 23.79 x 1.382)	\$192.08	\$192.08
1	DS-41-40 Side pole mounting bracket for DS-41-40 (40W) Solar Panel. Includes all hardware.	\$77.19	\$77.19
1	Cross-Tab-CW4 Cross-Tab - Wireless; 900 mhz radio (1600m feet range); TIME & SCALE interfaces. NEMA 7B-2 approved. Requires AntennaKit-1. (For local control or dependent unit)	\$876.00	\$876.00
1	AntennaKit-1 Antenna for 900MHz radio (SH-MANTENNA8)	\$71.11	\$71.11
1	CrossTab-USB-1 Includes cable (CH-800-Cable-10), USB Control Module with 800 mhz radio for programming cross-tabs. (For use with units with radio only) CrossTab Computer Software (CT-Computer-SW) required to operate. Approximate 1600 feet range. School Zone Software to use with CrossTab-USB-1	\$277.78	\$277.78
1	CT-Computer-SW CT-Computer-SW	\$120.00	\$120.00
1	CT-1 (Type) Push Button 2 - Button 2" non-corrosive stainless steel, aluminum cap; microswitch; typical movement but is solid state; cannot be stuck in Contact Only; ADA compliant. Available in black. Special order-yellow.	\$180.00	\$180.00
1	SH2 Sign Holder 2 to include P10-28 sign - Cast aluminum; 6x12 sign can be painted at additional cost. Includes with P10, P12 or P13.	\$237.78	\$237.78
1	NC31608 24" x 18" x 2" Cabinet. Made of .08 aluminum.	\$341.52	\$341.52
1	Woods04000 24" x 2" x 2" "School" Diamond Grade Warning Sign COMPLETE OR SIGN POLE KIT TO INCLUDE ALL MOUNTING HARDWARE. 18" cross tabbed 4" round aluminum sign pole with pedestal base, top cap, anchor bolts, signal mount and control box mount, 100 amp, 12V, AGM battery; Dimensions: 12.18" x 6.75" x 8.70"	\$69.29	\$69.29
1	BA7-12-06A 100 amp, 12V, AGM battery; Dimensions: 12.18" x 6.75" x 8.70"	\$596.12	\$596.12
1	BA7-12-06A 100 amp, 12V, AGM battery; Dimensions: 12.18" x 6.75" x 8.70"	\$341.23	\$341.23

Special Notes

Per System Total: \$3,824.73  
Total Qty of Systems: 2 \$7,649.56  
Total Shipping Costs: \$300.00  
Taxes: \$300.00  
GRAND TOTAL: \$7,649.56

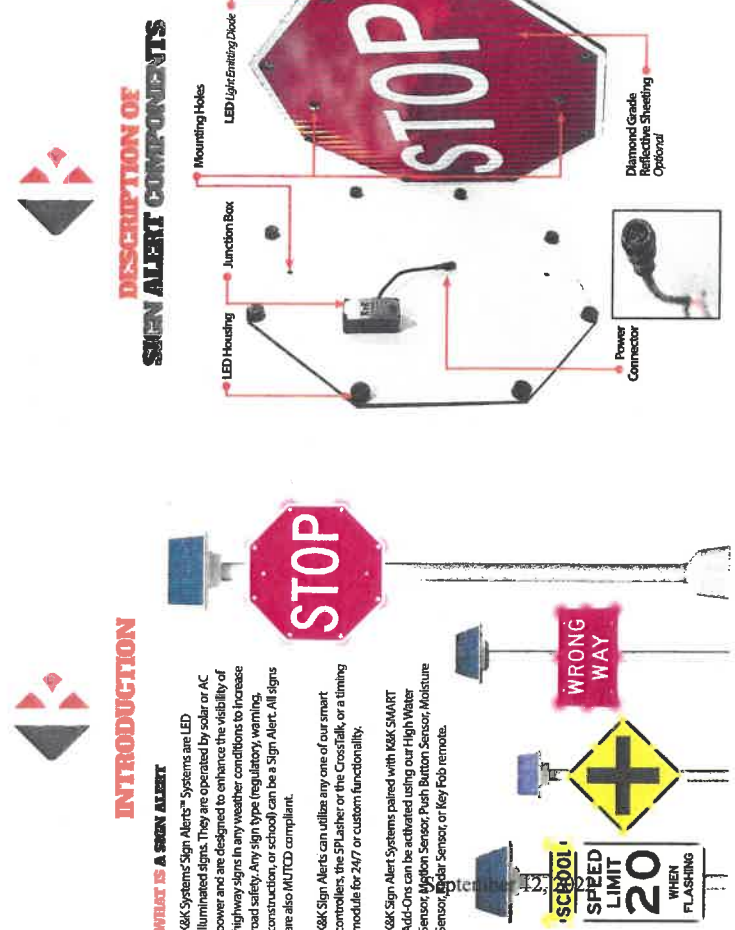
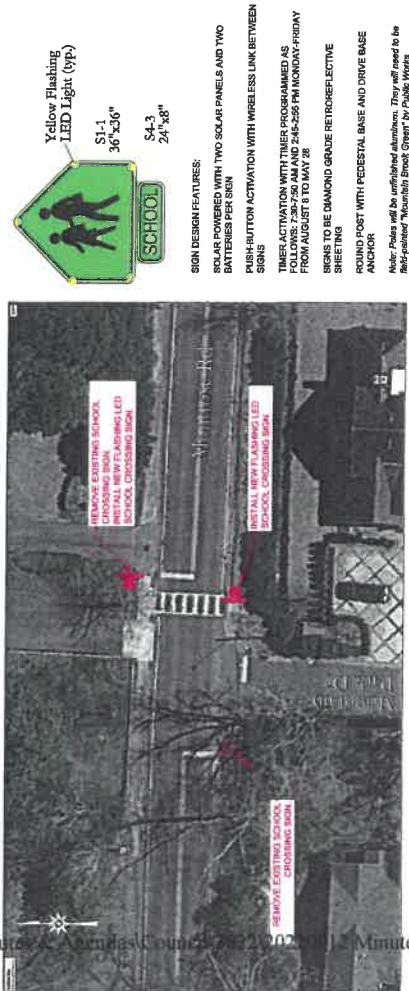
Sales Person Signature: Chip Phillips  
Sales Manager Signature: Timothy Keith  
Work Order#  
Client PO#

Please note: The above specifications and quotation do not include shipping, permits, or taxes unless otherwise stated. The freight charge is an approximate estimate for your reference the actual charge may vary. There will be an additional 2% charge on all credit card orders unless otherwise stated. Lead time is not based on this quote.

APPENDIX 5

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## PROPOSED CROSSWALK WARNING SIGNS WITH LED FLASHING LIGHTS MONTROSE ROAD AT MOUNTAIN PARK DRIVE

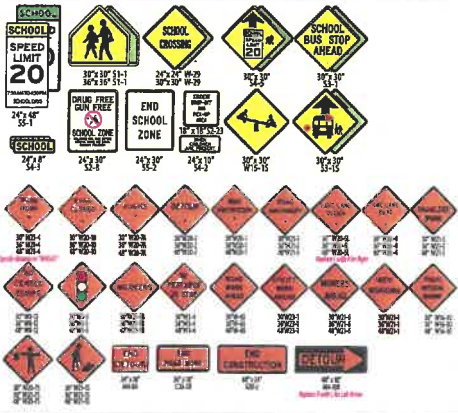


## School Signs

K&K Systems Solar School Sign Alerts feature high-intensity LEDs that can be programmed to activate during specific times of the day to reflect when students are present using one of three methods:

- 7-Day Timer
- CrossLink which allows users to schedule times wirelessly via computer for a single location.
- Web-Based which allows users to schedule or activate multiple sign alerts at multiple locations.

Our timer-activated systems are easy to use no matter for the system you choose. See the back page for more information.



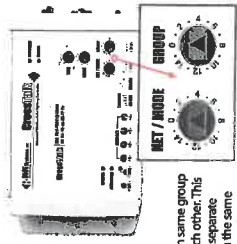
## Construction Signs

K&K Systems Solar Alerts Construction Warning Signs are designed for areas that are under long-term or short-term construction. They alert vehicular traffic to use extreme caution when approaching the area due to working personnel and equipment, changing road surfaces, as well as lane or route reconfigurations. Our high-intensity signage is optimized with LED inserts that enhance the visibility of the sign to provide an advanced system that can be activated using any of the options on the back of this brochure.



## FUNCTIONS

**NET/MODE**  
Each crosswalk unit comes preprogrammed with 15 different light modes. These modes are used for a variety of different applications and K&K products. You unit will come preset for its intended use.



**GROUPING**  
A single Crosswalk Crosswalk controller module and control up to 15 additional Crosswalk units (for a total of 16 units in a "group"). Each Crosswalk unit has a GROUP switch (0-15) which allows Crosswalk units to be "grouped" together. All devices with same group number can communicate with each other. This grouping function allows multiple separate Crosswalk applications to operate in the same general location (e.g. multiple crosswalks on schools on the same street) yet provide independent control of each Crosswalk "group". In most school lighting applications, for example, there is a designated "primary" Crosswalk unit (the unit typically equipped with a cellular modem) and one or more "secondary" Crosswalk units. Set the GROUP switch to the same setting for all units being used in the same location or system.

## TIMERS

Crosswalk units have a built-in timer, that is manually adjustable. This timer controls how long the lights flash based on a the mode. This timer is not applicable to modes that are preset to a 24/7 flash pattern. To set the timer, first set the top dial to your base time. It ranges from 1 second, up to 1 hour. Next, set your Scale. The Scale is a multiplier for the time dial. It multiplies the time by the factor on the dial. For example, if your top dial is set to 15 sec, your Scale dial to 3, your final time is 45 sec. This is to give the customer a range of times to use for their specific application.

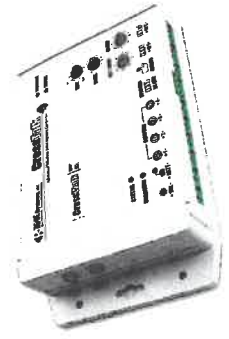


## INTRODUCTION

### WHAT IS THE CROSSWALK CROSSWALK

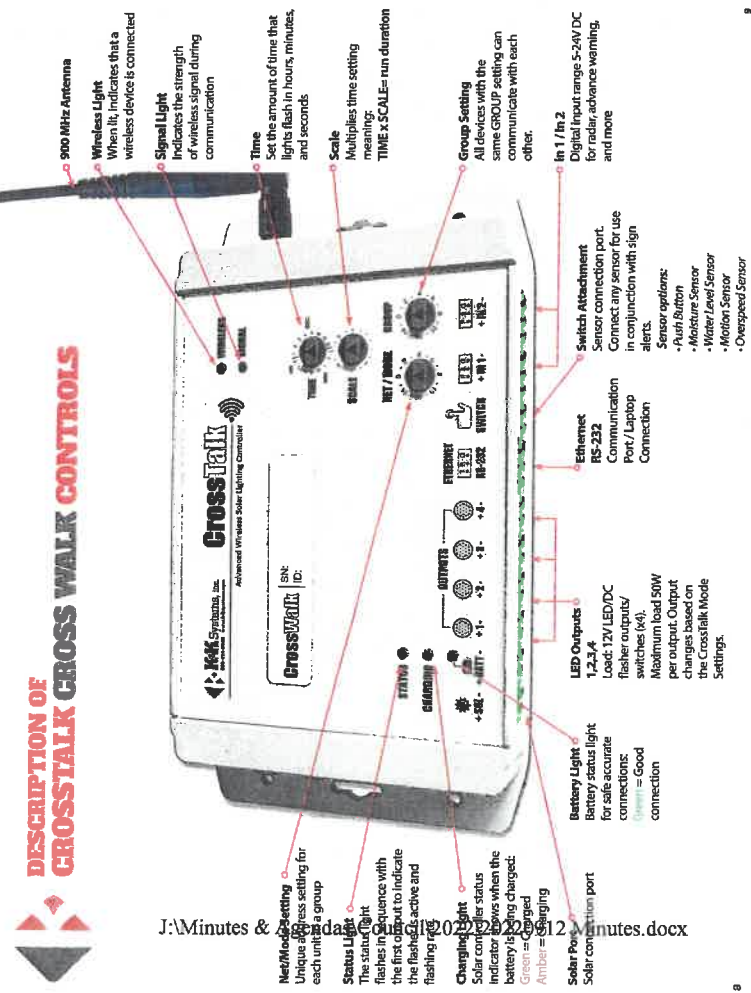
The Crosswalk Crosswalk is an Advanced, Solar-Powered Lighting Controller. Designed for multiple applications, Crosswalk Crosswalk controller is used for a variety of traffic & safety applications including school zone safety systems, crosswalk/pedestrian systems, speed/radar systems and more. Utilizing solar power and short-range wireless connectivity, Crosswalk Crosswalk applications can be setup quickly and provide more functionality and flexibility than traditional "wired" systems.

The Crosswalk Crosswalk device is a rugged, integrated unit, which provides a built-in solar controller with Maximum Power-Point Tracking (MPPT), battery management with low-voltage disconnect (LVD), short-range wireless (900MHz), multi-function programmable lighting control, support for up to (4) beams, auto-dimming, and a scheduler all-in-one compact enclosure.



## APPENDIX 5

## DESCRIPTION OF CROSSWALK CROSS WALK CONTROLS



## INTRODUCTION 365-DAY TIMER MODEL PTC-1

The K&K Systems School Zone standard sign system is equipped with a 365-Day Programmable Timer module that allows you to set the days and times of day that beacons are activated on your signs. The time is located in a drop down control box on each sign for manual control. The advantages of the 365-Day Timer is that regular days and holidays alike can be programmed for the a complete year.





## FEATURES

- 500 Program Steps – Steps may be assigned to any program for a total of 500 steps.
- 32 Programs – Main program plus 31 alternate programs that are called by the exception periods.
- 63 Exception Periods – Periods that call alternate programs.
- Programmable Momentary Outputs – Timed outputs from 1-250 seconds.
- 1, 2 or 4 Relay Options – 16A 30VDC/250VAC
- Nonvolatile Memory – Retains program data with loss of power.
- Clock Capacitor Backup – Powers clock during power loss.
- DC and Backup Power Clock Accuracy – +/- 0.002% at 78F
- Synchronous Timing on AC Power
- Automatic Leap Year Compensation
- Automatic Daylight Savings Time Compensation – User programmable.
- Unit to Unit Data/Time/Date or Time/Date Transfer
- 2 Line x 16 Character Backlit Liquid Crystal with Automatic Contrast Adjustment
- Audible Beeper for Status Indication During Programming
- 120VAC or 12VDC Operating Power

5

MUTCD SIGN ALERT SYSTEMS For Signs up to 36" wide

**Round Post mount**

**U-Channel mount**

**Square Post and U-Channel**

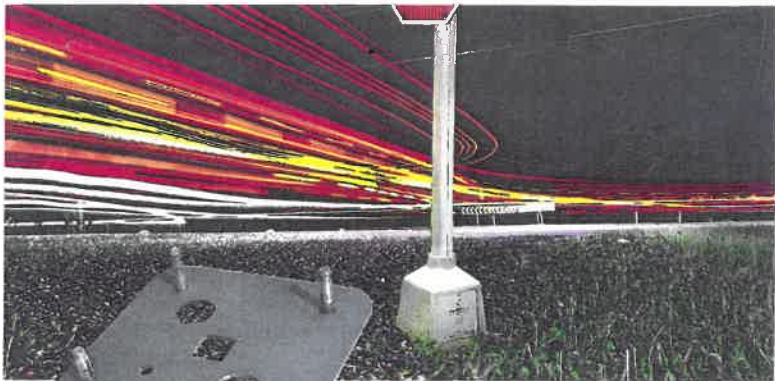
Item	Description	Quantity	Round Pole
(A)	1/4" x 4-1/2" All-thread bolts	(4)	
(B)	1/4" Washers	(8)	
(C)	1-1/2" x 3" Bands	(2)	
(D)	Self-tapping screws	(4)	
(E)	1/4" x 3/4" All-thread bolts	(4)	
(F)	1/4" x 3/4" All-thread bolts	(4)	
(G)	Self-tapping screws	(4)	
(H)	1-1/2" Pre-threaded Flaming Beasts	(4)	
(I)	1/4" Lock Washers	(4)	

**Tools Required**

- Impact Driver or Drill - Power
- Nut Driver (for self-tapping screws)
- 1/2" Nut Driver or Flathead Screwdriver (for bands)
- Wrench and Socket (with 1/2" Socket)
- Hex Key (with 1/4" Socket)

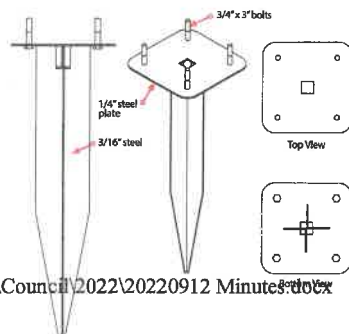
APPENDIX 5

K&K Systems, Inc.  
Traffic Safety Products Manufacturer  
Office (888) 414-5805



## DRIVE BASE PEDESTAL ANCHOR

The K&K Systems' Drive Base provides a solid base for erecting sign posts. The Drive Base driven into the ground and instantly provides a solid anchor for K&K's round post pedestal. All steel construction (1/4" top plate and 3/16" spike), 3/4" x 3" bolts galvanized bolts, and powder coat painting assures long service. Should the Drive Base need to be removed, it can be lifted from its location and be reused. No concrete is needed for installation which means there's no concrete to break up if the drive base is removed. Drive Base lengths are available in 42", 48" and 60".



98  
From: Shanda Williams [mailto:williams@mtnbrook.org]  
Sent: Wednesday, September 07, 2022 1:45 PM  
To: Sam Gaston  
Subject: Roof repairs

We have roof leaks at our building and we have contacted several roof repair companies and would like to hire one for approximately \$15,500 to r seal our roof. They will r seal all the screw holes, sky lights, and other seams.

I have \$10,000 budgeted in this year's budget for building maintenance. Is the difference of \$5,000 a problem?

With your approval, I will get a contract to Steve Stine today for his review. With this short of notice, I am not sure he will get to it before Monday. Can the council approve it contingent on his approval of the contract?

I am sorry for the timing, I was waiting on responses to some questions I had asked them. They said they can get it done in 5 days with good weather so I would like to give them as much time as possible to do it before the end of September. These afternoon showers are pretty consistent.

Shanda

From: Steve Stine  
Sent: Thursday, September 08, 2022 10:23 AM  
To: Heather Richards, Sam Gaston, Steve Boone, White Colvin  
Subject: RE: Roof repairs-New Contract with Civil & Structural Solutions, LLC

Heather, Sam and Shanda, I am really jammed up on work matters the next week and may not have a chance to get to this new contract matter before the next Council Meeting. It appears this is a public works contract that the City does not have to bid, so the Council could approve the transaction Monday night "subject to development and approval by the City Attorney and Mayor of a customary agreement with the contractor."

Please give me time to do the quality work that you deserve and expect from us.

Steve

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

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

Name of Project: **Roof Repair on the Parks & Recreation Building**

Site of Project: **Mtn Brook Parks & Recreation Building  
3698 Bethune Drive  
Mountain Brook, AL 35223**

2. **Scope of Work.** The Scope of Work is set forth on Exhibit A (which includes the August 22, 2022 Contractor Proposal) that is attached and incorporated herein.

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

4. **Term/Termination.** The term of this Agreement shall commence on the Effective Date and thereafter continue in effect up to **two ( 2 ) months** (the "Term"). The period in which Contractor will complete the Project is set forth on Exhibit A.

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

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 **Fifteen Thousand, Four Hundred and Seventeen Dollars and Zero Cents (\$15,417.00)** as compensation for performing the Work (the "Contract Price"). Unless agreed in a writing or amendment to this Agreement that is

signed by duly authorized representatives of both Parties, the total amount payable to the Contractor for the Work shall not exceed the Contract Price.

The City will pay the Contract Price on this Project as follows:

Within ten (10) days following the successful completion of the Project, Contractor will submit to City Project Representative an invoice 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 it has determined that each of those locations is reasonably suitable for Contractor to complete the Work;
- (e) that the Contractor shall be responsible to remove and properly dispose of any debris related to its completion of the Project, and that it will leave each location where the Work is performed in reasonably clean condition;

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

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

7. **Insurance/Safety/Indemnification.**

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

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

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

(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.

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

APPENDIX 6



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, hereafter 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.

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

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

9. Miscellaneous Provisions.

a. This Agreement which is comprised of this instrument, the August 22, 2022 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.

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.

Force Majeure Event, the delayed Party's time for performance will be excused only for the duration of that Event, and, if that Event lasts longer than 30 days, then the other Party may immediately terminate, in whole or in part, this Agreement by giving written notice to the delayed Party.

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

(Signature Page Follows)

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

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

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

h. Immigration Law Compliance. Contractor represents and warrants to the City that: (i) it does not knowingly employ, hire for employment, or continue to employ, in Alabama, an "unauthorized alien," as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, et seq., Code of Alabama 1975, as amended (the "Act"); (ii) it will enroll in the E-Verify program prior to performing any work on the Project in Alabama and shall provide documentation establishing that it is enrolled in the E-Verify program. During the performance of this Agreement, the Contractor shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations; (iii) it will comply with all applicable provisions of the Act with respect to subcontractors, if any, that it engages on the Project by entering into an agreement with or by obtaining an affidavit from such subcontractors providing work on the Project in Alabama that such subcontractors are in compliance with the Act with respect to their participation in the E-verify program. Contractor further represents and warrants that it shall not hire, retain or contract with any subcontractor to work on the Project in Alabama which it knows is not in compliance with the Act; and (iv) by signing this Agreement, it affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if Contractor is found to be in violation of this provision, it shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

i. Amendment. Neither this Agreement nor any of the provisions herein (including, without limitation, those concerning the 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

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

CITY OF MOUNTAIN BROOK, ALABAMA  
By: [Signature]  
Its: Mayor  
Date: 9-12-2022

CIVIL & STRUCTURAL SOLUTIONS, LLC  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

EXHIBIT A – SPECIFICATIONS

1. Scope of Work

See attached August 22, 2022 Contractor Proposal

If Contractor desires or is required to perform services on the Project that fall outside the Scope ("Additional Operations"), the Contractor shall advise the City Project Representative of the need for Additional Operations before undertaking those services, the parties shall reach agreement on the expense of any Additional Operations and the City Project Representative shall approve any such Additional Operations before the Contractor performs same.

2. Project Schedule. The Contractor will complete this project by September 30, 2022 unless an extension is requested in writing by the Contractor and approved in writing by the City.

3. Project Representatives

City Project Representative:  
Sam Harris  
3698 Bethune Drive  
Birmingham, AL 35223  
Email: [harriss@mtmbrook.org](mailto:harriss@mtmbrook.org)  
Day Tel #: 205-802-3877

Contractor Project Representative:  
Brad Henson  
115 C Hilltop Business Drive  
Pelham, AL 35124  
Email: [bhenson@gocssllc.com](mailto:bhenson@gocssllc.com)  
Day Tel #: 205-201-8632

4. Special Conditions:

The purpose of this contract is to remedy the leaks in the existing standing seam metal roof system of the Mtn Brook Parks and Recreation building. The roof will be cleaned, certain fasteners replaced, and seams sealed as stated in the attached contractor proposal.

AGREEMENT TO ABATE NUISANCE CONDITIONS AT 751 BENTLEY DRIVE

BEARDEN SERVICES, LLC (hereinafter referred to as the "Contractor") hereby enters into this Agreement to Remediate Nuisance Conditions at 751 Bentley Drive (the "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").

WHEREAS, the City Council of the City of Mountain Brook, Alabama previously determined the subject structure owned by the Geraldine C. Belt located at 751 Bentley Drive in the City of Mountain Brook Alabama (the "Property") an unlawful public nuisance that is, unsafe, uninhabitable and dangerous and authorized its demolition upon the adoption of Resolution No. 2022-121 on August 8, 2022;

WHEREAS, to abate the nuisance condition, the City Council directed that the residence located on the Property be demolished and the following associated actions be taken:

- (a) cap, seal or secure any sewer, gas or other utility facilities that formerly have served the Property;
(b) remove from, discard or otherwise dispose of any items of personal property that remain in the residence;
(c) demolish the residence in its entirety,
(d) following the demolition of the residence, remove all demolition debris from the Property and properly dispose of that debris;
(e) following the demolition of the residence, grade and restore the surface of the Property as required compliance with all state, county or local regulations; and
(f) comply with all state or local regulations, ordinances, rules and laws regarding the demolition work (items (a)-(f) being collectively referenced as the "House Demolition Operations").

WHEREAS, the City also has determined that the condition of the grounds on the Property (the "Grounds") constitute an unlawful public nuisance, and ordered that the following remedial actions be taken to abate that nuisance:

- (a) cut and remove from the Property any overgrown shrubbery, bushes, trees and other vegetation thereon;
(b) cut any grass or weeds on the Property to a height of not greater than 10 inches and remove any resulting clippings;

b. that it 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 Work, including without limitation, a business license issued by the City (collectively, "Licensing"). Contractor further agrees to maintain that Licensing throughout the performance of its work;

d. that it has inspected the Property and the residence located thereupon, and, based on that inspection and its expertise, that it has determined that they are reasonably suitable for Contractor to complete the Work;

e. that the Contractor shall be responsible for removal and proper disposal of any demolition debris and natural debris resulting from the Operations; and

f. 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 the Contractor is authorized to execute this Agreement.

6. Insurance/Safety/Indemnification/Security Payment.

a. Insurance. For the duration of this Agreement and for limits not less than stated below, the 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: Coverage for combined single limit and aggregate for bodily injury and property damage with limits of not less than One Million Dollars (\$1,000,000.00);
ii. Automobile Liability: Automobile Liability covering owned and rented vehicles operated by the Contractor with policy limits of not less than Three Hundred Thousand Dollars (\$300,000) combined single limit and aggregate for bodily injury and property damage; and
iii. Workers' Compensation as required by statute.

Before executing this Agreement, the Contractor shall provide City a certificate(s) of insurance evidencing compliance with the requirements in this section. The certificate shall name the City, and its officials and employees, as additional insureds on the Comprehensive General Liability, Automobile Liability, and any applicable umbrella and excess policies.

(c) cut and remove dangerous trees on the Property, or any dead, falling or dangerous limbs on existing trees; and

(d) collect and remove any fallen limbs, leaves or vegetative debris from the premises (items (a)-(d) being collectively referenced as the "Remedial Grounds Operations").

WHEREAS, Ms. Belt having failed to perform the House Demolition Operations and Remedial Grounds Operations (collectively hereinafter the "Operations") after receiving actual notice of the Order, the City (through its own forces or by contract with a third party service provider) has been authorized to enter the Property and abate the nuisances thereon by performing the Operations; and

WHEREAS, pursuant to the terms, conditions and understandings in this Agreement, the City desires to retain the services of the Contractor to perform the Operations.

NOW WHEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the City and Contractor agree as follows:

1. Scope of Work. The Contractor will furnish all labor, materials, equipment, and services necessary to perform the Operations on the Property (the "Work") in accordance with the terms, conditions and specifications in this Agreement

2. Work Schedule. Contractor agrees to complete the Work and finish the Project in no longer than ten (10) days following the Effective Date.

3. Compensation. As contemplated by the Contractor's proposal that is attached hereto as Exhibit A and incorporated herein, the City agrees to pay the Contractor the lump sum amount of Twenty-Seven Thousand Five Hundred Dollar (\$27,500.00) on its successful performance of the Work. The City agrees to pay this compensation within ten (10) days after the Contractor submits an invoice for the Work.

4. Termination. The City may terminate this Agreement if the Contractor defaults on a material obligation to the City hereunder (a "Default"), and, following the City's provision of written notice of Default to Contractor, the Contractor fails to correct or remedy the Default within seven (7) days after receipt of 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 by law.

5. Warranties of Contractor. The Contractor agrees to and warrants each of the following:

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 those operations under same or similar conditions, and in accordance with the Work Schedule;

b. Safety. Contractor has the exclusive responsibilities for the safety of its workers and personnel during the performance of the Project, and for performing the Work in a safe manner that does not put at risk the safety of any persons or endanger property. In performing the Project the Contractor shall take all reasonable protection to prevent damage, injury or loss to: (i) any persons who may be affected by the Work or conditions at the Work site; (ii) all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the Work Site, or under the care, custody or control of the Contractor or any of its representatives; and (iii) other property at the Work site or adjacent thereto. Further, the Contractor has the sole responsibility to identify any condition or hazard at or about the Work site that will prevent it from safely performing the Work.

c. Indemnification. Contractor agrees to defend, indemnify, and hold harmless the City and its agents, employees and officials (hereinafter 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, hereafter 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 failure to perform 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 sole negligence or from the willful misconduct of the Indemnitees.

d. Limitation of Liability. In no event may Contractor recover from the City any special special, incidental, consequential or any other indirect damages whatsoever of any description or amount arising from the City's breach of its obligations hereunder.

e. Security Payment. Contractor agrees to furnish the City a cash payment of \$5,000 that the City will hold as security for the faithful performance of the Contractor's obligations under this Agreement (the "Security Payment"). If, in the exercise of the City's sole discretion, the City determines that the Contractor has failed to perform its obligations hereunder, the City may retain the Security Payment as damages for that breach; provided that the retainage of the Security Payment is not the City's sole remedy and does not limit or restrict the City's right to recover other damages or pursue other legal or equitable remedies available to it upon any such breach. If the Contractor faithfully performs its obligations hereunder, the City agrees to return the principal amount of the Security Payment to the Contractor within ten (10) days after it successfully completes the Work and submits an invoice to the City requesting payment of compensation for that Work. The City is not obligated to place or hold the Security Payment in an interest-bearing account, or pay the Contractor any interest on the principal amount of that Payment on its return.

7. Work Representative. Each party appoints a representative who shall coordinate with the other party on all matters pertinent to the performance of the Work and administration of this Agreement (the "Project Representative"). The City's Work Representative is Glen Merchant, City Building Official, 56 Church Street, Mountain Brook, AL, 35213 merchantg@mtmbrook.org, 205-802-3812. The Contractor's Work Representative is Brad Bearden, 3931 Bearden Drive, Vestavia Hills, AL 35243, bradbearden@gmail.com, 205-533-5268. Any notice required hereunder shall be sufficiently given when sent to a Project

APPENDIX 7

Representative via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or by personally delivering such notice to the party to be in receipt thereof.

State of Alabama that it knows is not in compliance with the Act. By signing this Agreement, the Contractor also affirms that, for the duration of the contract, 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. If the Contractor violates these provisions of this contract, it shall be deemed in breach and shall be responsible for all damages resulting therefrom.

8. Miscellaneous Provisions.

a. This Agreement 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 the parties prior to acceptance and signing of this Agreement are deemed to have merged herein. This Agreement may not be modified or amended except in a writing that is signed by all parties.

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 the City in enforcing any of its rights under this contract shall not be construed as a waiver of such rights. No terms of this contract shall be waived unless expressly waived in writing.

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

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

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

g. Immigration Law Compliance. The Contractor represents and warrants that it does not knowingly employ, hire for employment, or continue to employ within the State of Alabama an "unauthorized alien," as defined by the *Beason-Hammon Alabama Taxpayer and Citizen Protection Act*, Act No. 2011-535 (H. B. 56), as amended from time to time (the "Act") and that, during the performance of this contract, the Contractor shall participate in the E-Verify program as required under the terms of the Act. The Contractor also agrees to comply with all applicable provisions of the Act with respect to its contractors in the State of Alabama by entering into an agreement with or by obtaining an affidavit from such contractors providing work for Contractor indicating that such contractors are in compliance with the Act with respect to their participation in the E-verify program. The Contractor also represents and warrants that it shall not hire, retain or contract with any contractor in the

IN WITNESS WHEREOF the undersigned, duly authorized representatives of the parties have executed this Agreement on behalf of their respective organizations.

BEARDEN SERVICES, LLC

CITY OF MOUNTAIN BROOK, ALABAMA

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT A – CONTRACTOR PROPOSAL

See attached.

APPENDIX 7

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

MINUTE BOOK 93



Dear Members of the City Council,

I am writing to address and amend two (2) previously approved hours allocations for my business to operate, including the number of clients that I may have on premises during the applicable time.

For purposes of clarity, I will refer to the area where classes take place as "the studio" and the former Village Poodle space as "retail".

1. I expanded into the adjoining Village Poodle space in 2020, which allowed me to move my check-in area as well as my retail shop so that I could better practice social distancing with my equipment to adhere to Covid-19 recommendations. Based on this expansion, I would like to request approval to have up to six clients and a 2 staff members on premises from 11:00 a.m. - 4:30 p.m. Monday - Friday.

**Current Retail Approval:**

As with other retailers on the street, I am approved to host 3 shoppers/clients and one staff member between 10:00 a.m. - 6:00 p.m. Currently we close the retail space completely as soon as our final morning class begins, leaving that space vacant with no staff or clients until the afternoon.

**Retail Proposal:**

Since I now have two storefronts with only one staying open during the hours of 11:10 a.m. - 4:30p.m., I would like to extend my midday/afternoon hours of operation to be approved to host six clients and 2 staff members.

2. I would like to request a permanent extension of my morning hours to run until 11:10 a.m. and resume for one class at 1:30 p.m.

**Current Studio Approval:**

In the studio, we are currently approved to be open for group classes of ten clients and two staff members from 6:00 a.m. -10:30 a.m. and 4:30 p.m.- 7:30 p.m. In 2018 the council also approved the hosting of private lessons in the middle of the day, which consisted of three clients and staff.

**Studio proposal:**

I would like to request that my hours of operation be permanently extended to 5:00 a.m. -11:10 a.m. for group classes with the addition of the afternoon class at 1:30 p.m. Attached is a chart of the requested class times.

I have included a previous resolution approvals from June of 2020, January 8th, 2018 with further references dating back as early as March 2016 for you.

Thank you in advance for your time.

Best,  
 Emma S. Curtin

APPENDIX 8

Mpower Pilates Adjusted Schedule Proposal- September 2022  
 \*\*requested changes highlighted

RESOLUTION NO. 2020-046

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby approves the (modified) conditional use application for Mpower Fitness located at 2419 Canterbury Road (from such time that the COVID19 non-essential business restrictions are lifted until public schools resume operations) as follows:

In addition to the group class schedule previously approved upon the adoption of Resolution No. 2016-041, Mpower shall be permitted to offer two additional group sessions weekdays, one at 10:30 a.m. and one at 1:30 p.m., provided no music is played. This conditional use approval runs from such time that the COVID19 nonessential business operation restrictions are lifted until public school operations resume (summer session of 2020). Future operations for these class times is subject to City Council approval.

ADOPTED: This 13th day of April, 2020.

*Viggo C. Smith*  
 Council President

APPROVED: This 13th day of April, 2020.

*Emma S. Curtin*  
 Mayor

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 a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on April 13, 2020, as same appears in the minutes of record of said meeting.

*Steven Boone*  
 City Clerk

Day of Week	Class Time	Type of Class	Max Attendance	Anticipated Attendance	Number of Employees	
Monday- Friday	6a	Pilates + Cycle	** 10-20	10	2	** currently don't have a cycle class
Monday- Friday	7:15a- 8:05a	Pilates	10	10	2	
Monday- Friday	8:10a-9a	Pilates + Cycle	20	18	2	
Monday- Friday	9:20a- 10:10a	Pilates	10	8	2	
Monday- Friday	10:20a- 11:10a	Pilates	10	8	2	
Monday- Friday	11:10a-1:30p	Private Lessons	3	2	1	
Monday- Friday	1:30p- 2:20p	Pilates	10	8	1	
Monday- Friday	2:20-4:30p	Private Lessons	3	2	1	
Monday- Friday	4:30p- 5:20p	Pilates + Cycle	10	8	2	
Monday- Friday	5:45p- 8:30p	Pilates + Cycle	***10-20	18	2-3	*** currently don't have a cycle class *** cycle previously approved to begin at 6:30p
Saturday	7a- 7:50a	Pilates	10	8	2	
	8a- 8:50a	Pilates	10	8	2	
	9a- 9:50a	Pilates + Cycle	20	18	3	
Sunday	11a-11:30a	Pilates + Cycle	20	18	2	** currently don't have a cycle class
	2:30p-3:20p	Pilates + Cycle	20	18	2	** currently don't have a cycle class
	3:30p-4:30p	Pilates + Cycle	20	18	2	** currently don't have a cycle class

April 13, 2020

TO: Mayor, Council, and City Manager  
FROM: Dana Hazen, City Planner

SUBJECT: Conditional Use for MPower Fitness, 2419 Canterbury Road

Attached please find background resolutions from 2016 and 2018, whereby the council approved fitness classes in the mornings and late afternoons only, and then later approved private instruction between the hours of 10:30 and 4:30, with the conditions that the instructions be limited to no more than 3 clients and 1 instructor at any given time, that there be no music during the private instructions, and that the level of noise be acceptable to the adjoining tenants.

At this time, the applicant requests to add in two group classes, one at 11:00 a.m. and one at noon, M-F. The proposed number of clients per class is ten. Music is proposed in conjunction with these two classes. The proposed classes are to be offered from such time the COVID-19 restrictions are lifted until public schools resume operation.

April 3, 2020

Mountain Brook City Council  
56 Church St. Mountain Brook, AL 35213

Dear Members of the City Council,

I hope you and your family members are all well during the time.

Under the current conditions and business closures due to Covid-19, I am concerned for the well-being of my business and am working on ideas that will help me reopen my doors in a realistic way under new community conditions.

We are currently approved to open for classes, our primary source of income, from 5am-10:30am and 4:30p-7:30p. Due to our community demographic, pre-Covid our busiest classes are the 8a and 8a time frame when stay at home mothers have dropped kids at school/daycare.

With the closure of schools for at least 5.5 months of 2020 at this point, in order to keep my business afloat, I will need to request an amendment in my allowed class times while the community is under crisis as these times will no longer work for our demographic.

I am writing you to request a temporary allowance to teach classes at 11a and 12p Monday through Friday when my clients will have assistance from a partner at lunchtime hours to leave the children for a class. The studio will have no more than 10 spaces available for clients under these proposed class times and the music will remain low as to not bother my neighboring businesses.

I have included a previous resolution approval from January 8th, 2018 with further references dating back as early as March 2016 for you.

Thank you in advance for your time and stay well.

Emma Suttles  
Owner, MPower Pilates

APPENDIX 8

55c

Minute Book 89

EXHIBIT 5

RESOLUTION NO. 2018-005

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby approves an amendment to the conditional service use which was approved by Resolution 2016-041 on March 28, 2016, for application submitted by Emma Suttles to allow pilates and spinning classes at 2419 Canterbury Road, to include private instruction between the hours of 10:30 and 4:30, subject to the following conditions:

1. That private instruction be limited to no more than 3 clients and 1 instructor at any given time
2. That no music be played in conjunction with the private instruction and level of noise acceptable to adjoining tenants

APPENDIX 4

EXHIBIT 6

RESOLUTION NO. 2018-006

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to issue a purchase order and to execute such other documents that may be determined necessary with respect to the City's engagement of Father Nature to remove and dispose of invasive plants from the Humble Terrace.

APPENDIX 5

EXHIBIT 7

Human Trafficking Awareness Month

WHEREAS, human trafficking is a very real problem facing the world today. Although it can take many forms, including debt bondage, forced marriage, slavery and commercial sexual exploitation, in every case it goes against the core principles of individual freedom and civil rights that our state and nation stand for. The City of Mountain Brook, Alabama is committed to ensuring that our community remains on the front lines in combating this deplorable crime, and

WHEREAS, due to its secretive and illegal nature, it is difficult to accurately quantify the extent of human trafficking. However, the U.S. Department of State estimates that anywhere from 600,000 to 800,000 people are trafficked across international borders each year. Most victims of human trafficking are women or children who have been marginalized and isolated from society. The difficulty in grasping the full scope of this problem can be further compounded because people often turn a blind eye to it, and

WHEREAS, the first step in eliminating human trafficking is to educate others. We must work to ensure that all our residents are aware of this problem and how to spot it. We must work together as a community so that human traffickers are punished and to protect and assist their victims. Through the vigilance and perseverance of our citizens, effective enforcement of justice will someday be a reality, and

WHEREAS, we ask all residents of this community to join us in raising the visibility of this crime and those victims are all too often invisible. Together, we can become more informed about this pressing issue and work to combat its injustice.

NOW, THEREFORE, I, Stewart H. Welch III, Mayor of the City of Mountain Brook, do hereby proclaim January 2020 to be Human Trafficking Awareness Month. Approved by the City Council on 11/12/19.

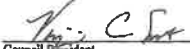
Minutes & Agendas Council 2022 20220912 Minutes.docx

RESOLUTION NO. 2016-041


BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby approves the conditional service use application submitted by Emma Suttles to allow pilates and spinning classes at 2419 Canterbury Road, subject to the following condition:

- That class sizes and times be limited to that presented by the applicant in conjunction with the conditional use request (see Exhibit A attached hereto).

ADOPTED: This 28th day of March, 2016.

  
Council President

APPROVED: This 28th day of March, 2016.

  
Mayor

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 a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on March 28, 2016, as same appears in the minutes of record of said meeting.

  
City Clerk



Dana O. Hazen, AICP
Director of Planning, Building & Sustainability
50 Church Street
Mountain Brook, Alabama 35213
Telephone: 205/974-5821
Fax: 205/974-5915
dazen@mountainbrook.org
www.mtbrook.org

DATE: March 24, 2016

TO: Mayor, City Council & City Manager

FROM: Dana Hazen, City Planner

RE: Conditional Use - MPower (Pilates)
2419 Canterbury Road (currently Mulberry Heights Antiques)

The proposed conditional use is a pilates/spinning studio. The pilates method to be employed is reformer pilates, which utilizes large reformer equipment, and the spinning classes utilize stationary bicycles, both of which serve to limit class size.

The attached letter from the applicant details the proposed class schedule and number of instructors/students for each session. Classes will last 45-50 minutes, which will serve to alleviate some potential "stacking" of cars and clients as they exit and enter back-to-back sessions. The applicant has made a commendable attempt to conduct classes during non-business hours Mon-Fri; however some classes are offered on weekends that may compete with neighboring merchants for parking.



The applicant has been encouraged to contact the neighboring Canterbury merchants to let them know the details of the proposal.

For reference: Neighboring conditional use, Mountain Brook Yoga (2414 Canterbury Road), was approved by the council on April 27, 2015 with the following conditions:

- Monday-Saturday
Before 9 a.m. <= 25 clients
Between 9:30 a.m. - 10:30 p.m. <= 15 clients
Between 11 a.m. - 4 p.m. 1-2 private sessions
Between 4 p.m. - 5 p.m. <= 15 clients
After 5 p.m. <= 30 clients

Sunday
<= 30 clients (30 minutes between classes)

MPOWER

MPOWER Fitness is interested in the retail space located at 2419 Canterbury Road, currently Mulberry Heights Antiques, and is seeking conditional use approval from Mountain Brook City Council. MPOWER is owned and will be operated by Emma Suttles.

MPOWER will focus on Reformer Pilates classes, but will also offer early morning and evening spin classes Monday-Friday. Each class is extremely small with only 10 available spaces. Realizing parking is at a premium in the area, the proposed class times illustrated in the below table are designed to avoid the peak operating hours of most neighboring businesses. When no classes are scheduled, the studio will be closed.

One of MPOWER's three core principles is giving back to our community. MPOWER is excited to provide a portion of proceeds from every class a student takes to local charities. MPOWER yourself. MPOWER the Community.

EXHIBIT A

Table with 6 columns: Day of Week, Class Time, Type of Class, Maximum Attendance, Anticipated/Average Attendance, Number of Employees. Rows include Monday-Friday, Saturday, and Sunday classes at various times.

Contact Information:
Emma Suttles
emma@mountainbrook.org
213-258-7566

APPENDIX 8

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby approves an amendment to the conditional service use which was approved by Resolutions 2016-041, and amended by Resolutions 2018-005, and 2020-046 (applications submitted by Emma Suttles to allow pilates and spinning classes at 2419 Canterbury Road) as follows:

In addition to the group class schedule previously approved in the adoption of Resolution 2016-041 (closed between 10:30 a.m. and 4:30 p.m.), MPower shall be approved to offer two additional group sessions (as temporarily provided in Resolution 2020-046) on weekdays, one at 10:30 a.m. (to end at 11:10) and one at 1:30 p.m., but on a permanent basis, provided no music is played.

An amendment to Resolution 2018-005 which allows for private lessons (no more than three clients and one instructor at a time; no music) between the hours of 10:30 a.m. and 1:30 p.m. such that private instruction is to be allowed between 11:10 a.m. and 1:30 p.m. with 6 clients and 2 staff members; no music.

**ADOPTED:** This 12th day of September, 2022.

\_\_\_\_\_  
Council President

**APPROVED:** This 12th day of September, 2022.

\_\_\_\_\_  
Mayor

**CERTIFICATION**

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on September 12, 2022, as same appears in the minutes of record of said meeting.

\_\_\_\_\_  
Heather Richards, City Clerk





Dana Hazen
56 Church Street
Mountain Brook, Alabama 35213
Telephone: 205/802-3816
Fax: 205.879.6913
hazend@mtnbrook.org

DATE: September 12, 2022

TO: Mayor, City Council & City Manager FROM: Dana Hazen, Director of PB&S

RE: Conditional Lunchtime Food Use – Rougaroux (previous Sneaky Pete's) 2716 Culver Road

Rougaroux is a food concept to be located in the previous Sneaky Pete's space in Mountain Brook Village. Rougaroux has another location in Forest Park, the operational characteristics of which are used as a basis for this concept model in the proposed location.

The zoning code allows food uses (by right) in the LB District without any special approval (except for the hours of 11:00a-1:00p). Due to the high parking demand on the streets during the lunchtime hours, council approval of a conditional use is required for lunchtime food service operation.

Please see the attached letter from the applicant as to the details of the proposed use. The proposed indoor dining contains 42 seats, and the proposed outdoor patio (at the rear) contains 22 seats (for a total of 64 patrons during the lunchtime period). It is anticipated by the applicant that diners will remain on the premises for 40-60 minutes. The applicant has revised the request to remove the use of the outdoor patio during the lunchtime hours.

On August 15, 2022, the Board of Zoning Adjustment approved a reduction in the required on-site parking from 7 spaces to one space. The site is presently non-conforming with regard to parking in that it contains only 2 spaces. The BZA approval of a parking reduction will result in there being one on-site parking space; the reduction/rearrangement of which is to allow the 22-seat outdoor dining at the rear of the building (see attached BZA staff report for summary of the variance request).

The applicant's letter indicates that 5 employees will be on-site during the daytime operations as well as 5 during the nighttime operations. One employee is to park in the space to the rear of the outdoor patio, and the other 4 are to park in the all-day parking along the perimeter of the village. Proposed hours of operation are Monday-Saturday from 11:00am – 9:00pm.

It should be noted that a pedestrian pick-up window is proposed along the side of the building (facing the alley). As may be seen on the attached plans, there is a narrow strip of pavement along the side of the building that is on private property, and this is where it is proposed that people que to pick-up carry out order. The attached plans show an overhead awning along this strip, but it has also been suggested that a sidewalk may be built by the applicant (on private property) to accommodate this activity.

The plans show that mechanical equipment that is currently housed on the ground (rear corner of the building) is to be relocated to the rooftop (with a screen to shield it from view from Culver Road). Also, the applicant intends to seek a variance from the sign ordinance (to be approved by VDR) to allow the use of a rooftop sign.

It is difficult to anticipate how many of the proposed 42 patrons will walk from other locations within the village, how many may be destination travelers who will need to park in the vicinity for 40-60 minutes, or how many auto travelers may arrive and park as individuals or how many might come in groups. The question before the council is whether or not the street parking and vehicular circulation systems in the vicinity can handle the proposed dining room capacity during the lunchtime window.

The zoning ordinance requires council approval of a lunchtime conditional use, and states that any proposed conditional use will be reviewed as to the following:

- Whether the use would disparately impact public parking in the area;
• Whether vehicular or pedestrian circulation would be impacted by the use;
• Whether the use is compatible with surrounding existing uses;
• Whether the hours of operation or peak traffic times would impact existing uses.

APPENDIX 9



3800 CORPORATE WOODS DRIVE
BIRMINGHAM, ALABAMA 35242
P: 205.278.7000 | F: 205.278.7001
WWW.FRIEDMAN-LAWYERS.COM

JAY FRIEDMAN
jafriedman@friedman-lawyers.com
DIRECT DIAL NUMBER:
(205) 278-7057

September 8, 2022

Mountain Brook City Council
Tyler Slaten
slaten@mtnbrook.org
Sent Via E-Mail

RE: Renewed Conditional Use Application
2716 Culver Road
Mountain Brook, Alabama 35213

To the Mountain Brook City Council,

We hope this letter finds you well. Please allow this letter to serve as a formal conditional use application to serve lunch on behalf of future tenant of 2716 Culver Road, Mountain Brook, Alabama 35223—The Rougaroux. 2716 Culver Road is the former home of Sneaky Pete's hot-dog restaurant, which operated from 1986 until it closed in the spring of 2020. Rougaroux is owned and operated by successful local Birmingham-based restaurateurs Ed Stacey and Ryan Champion. Rougaroux, as proposed, is in keeping with the historical use of the property and would be a tremendous addition Mountain Brook Village.

I. The Rougaroux at 2716 Culver Road.

A. The Concept

Rougaroux is a fast-casual counter-service restaurant concept that serves authentic New Orleans po-boys, gumbo, house-made boudin, muffuletta, burgers, and other classic takes on Cajun dishes. The atmosphere is laid-back, offering authentic Cajun food in a relaxed setting. The aesthetic is kitschy and quirky, paying tribute to casual and relaxed creole culture as well as Bywater shotgun-style architecture of the French Quarter. Rougaroux sources fresh, authentic ingredients. For example, Rougaroux sources bread from the Leidenheimer, a classic New Orleans bakery, meats from Cochon, a classic New Orleans butcher shop, and only serves fresh wild-caught Gulf seafood. Rougaroux's food travels well, allowing Rougaroux to offer an array of to-go and catering options, meeting a need for those who wish to enjoy their food at home. A menu is attached hereto as Exhibit "A."

B. Design and Build

1. Davis Architects

Architect Andrew Taylor of Davis Architects ("Davis") will serve as the lead architect on the project. Davis is a nationally recognized architecture, design, and planning studio located in Birmingham, Alabama. Davis has been involved in many transformative projects, such as the Alys B. Stephens Center, the Bryant-Denny Stadium endzone expansions, the Brock School of Business at Samford University, and numerous others, both locally and nationally.

2. Hallmark Builders

Hallmark Builders, Inc. ("Hallmark") is a commercial contractor that has been in business for more than sixty years. Hallmark has completed many notable projects, including work for Altec Industries, Burr & Forman, P.C., Barber Advanced Design Center, and many others. Hallmark has also been involved with several build-outs in both phases of the Lane Parke development. Hallmark will serve as the general contractor for the construction of Rougaroux.

C. The Rougaroux Team

1. Ed Stacey

Mr. Stacey is a restaurateur that specializes in concept development, restaurant operations, and sourcing fresh seafood and meats. Mr. Stacey worked a fresh seafood distributor for many years, requiring much travel back and forth from New Orleans. He opened the first Rougaroux in Forest Park, repurposing a 19th century house into the restaurant. He also developed Hotbox at Parkside with co-owner Ryan Champion.

2. Ryan Champion

Mr. Champion is a professional chef with experience in working in elite restaurants all over the United States. Mr. Champion has worked in Michelin star restaurants. Locally he has served as a chef at Bottega under renowned chef Frank Stitt III. Mr. Champion also spent years as a chef at Commander's Palace in New Orleans. Mr. Champion has worked alongside Mr. Stacey to develop successful local concepts Rougaroux and the Hotbox at Parkside.

D. Operations

1. Site and Business Specifics

- a. Zoning: Local Business
b. Site Size: .05 Acres
c. Tenant Space Size: 1,269 Square Feet
d. Proposed Use of Tenant Space: Fast-Casual Restaurant
e. Existing Parking Spaces: 2
f. Proposed Parking Spaces: 0 Additional Spaces

g. Proposed Hours of Operation:

- Monday—Saturday 11:00 AM to 9:00 PM
- Sunday—Closed (except when the Saints are playing)

h. Number of Employees: 5

- Daytime Employees: 5
- Nighttime Employees: 5

2. Conformance with Master Plan

The Property is zoned for Local Business, which prefers retail and restaurant uses. Rougaroux, as proposed, is in keeping with this zoning designation, and in keeping with the vision, values, and goals set forth in Mountain Brook's Village Master Plan ("the Plan"). The Plan contemplates preserving Mountain Brook's unique character, facilitating eclectic complementary architecture while preserving the past, and promoting independent and local businesses to ensure a unique and local flavor. See § 3.1, Vision. Rougaroux also meets the stated goal of seeking more opportunities for evening business activity. *Id.*

Furthermore, Rougaroux also satisfies the land use policy set forth in the Plan. See generally Section 3.2. Pursuant to the Land Use Policy Map, the Property's recommended land use is General Commercial—Retail Dominant. This particular use prefers ground level activity which generates a high degree of pedestrian activity and are generally retail and restaurant type uses. This particular category of land use disfavors ground level service and office uses at these key locations.

Rougaroux fits squarely within the narrow zoning window and preferred uses as contemplated by the Plan. Rougaroux, as proposed, is consistent with the goals set forth in the Plan to promote independent local businesses and preserve Mountain Brook's character. In short, Rougaroux is a great fit for Mountain Brook Village and the 2716 Culver Road location.

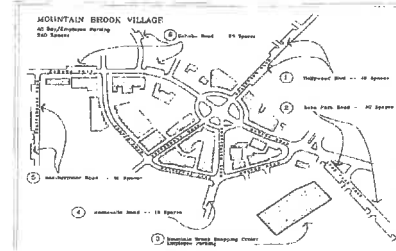
3. Number of Tables and Breakdown of Seating

The proposed restaurant will be housed in 1,269 square feet of space. The restaurant dining room as proposed is 602 square feet and features forty-two (42) seats total. Eleven (11) of these seats will be bar seating. The design, as proposed, also calls for a small outdoor dining area capable of seating twenty-two (22) patrons at full capacity.<sup>1</sup> The Rougaroux site plan and layout is attached hereto as Exhibit "B," pp. 5-6. The economics of Rougaroux depend on the ability to maximize the outdoor seating and to serve lunch.

<sup>1</sup> The Board of Zoning Adjustment ("BZA") granted a variance to construct a patio behind the restaurant on August 15, 2022. As a means to lessen the parking burden, the applicant agrees to forego all use of the patio space during the conditional use hours set forth in Sections 129-192(a)(1)x and 129-192(b)(8) of the City Code of the City of Mountain Brook. Thus, there will be no additional parking burden created by the patio seating during conditional use hours.

4. Employee Parking

There will be one on-site parking space located directly behind the building. This spot will be utilized for staff parking. Rougaroux anticipates needing just five (5) employees to operate the restaurant at full capacity. Four staff members will park around the perimeter of Mountain Brook Village in accordance with the parking strategy set forth in the Mountain Brook Village Master Plan, shown below.



5. Rate of Turnover

Lunch time turnover is usually less than an hour. The average patron stays between forty (40) and sixty (sixty) minutes. Please note that this is premised on traffic to Rougaroux existing location in Forest Park (817 39<sup>th</sup> St. S., Birmingham, Alabama 35222). Rougaroux anticipates the rate of turnover to be greater at 2716 Culver Road location due to pedestrian circulation in Mountain Brook Village. The pick-up window will also facilitate quicker service and pedestrian circulation.

6. Destination Use

Given the fast-casual nature of Rougaroux's offerings, Rougaroux anticipates that it will cater primarily to existing foot-traffic at its lunchtime service. Rougaroux will also provide another quick, casual option for patrons and employees of Mountain Brook Village. Though the food will be elevated from Sneaky Pete's, the fast-casual, counter-service Rougaroux concept is consistent with the historical use of the property. Rougaroux anticipates much of its lunchtime service will be generated from foot traffic versus destination use.

APPENDIX 9

E. Impacts

1. Fast-casual food service is consistent with the previous use of the Property.

The former Sneaky Pete's opened in 1986 until it closed in 2020 due to the pandemic. Sneaky Pete's featured counter-service hotdogs and hamburgers as well as grab and go drinks. The footprint of the restaurant was approximately 1,300 square feet. Sneaky Pete's was one of the few places in Mountain Brook Village where one could grab a casual lunch. While Rougaroux's food is elevated in comparison to Sneaky Pete's, the overall fast-casual nature of the concept remains. Rougaroux's primary offerings are po-boys, gumbo, muffuletta sandwiches, and house ground brisket hamburgers ordered at the counter and served on disposable picnic ware and cutlery. Rougaroux's fast casual nature is very similar to that of Sneaky Pete's.

The Rougaroux, as proposed, will keep the same dining room footprint and cater to a similar sector of consumer as Sneaky Pete's. The counter service concept is also in keeping with previous fast-casual concept Sneaky Pete's. Like Sneaky Pete's, there will be no table wait service. The fast-casual style is consistent with the historical use of the property and will have similar benefits and parking burdens.

2. No disparate impacts to vehicle circulation or pedestrian circulation as compared to historical uses.

The fast-casual nature of Rougaroux's service and proposed pick-up window leads itself to pedestrian circulation and vehicular circulation. Furthermore, this protects against patrons of the Rougaroux occupying prime parking spots in Mountain Brook Village for excessive periods of time. As proposed, the Rougaroux will not significantly change the traffic operations at nearby intersections because the three parking spots in front of the restaurant will remain unchanged. The service area for Rougaroux will remain behind the Property where it was when Sneaky Pete's was in business. The service area is accessible via alleyway which prevents traffic from being frustrated on Culver Road. Vehicle circulation and pedestrian circulation will be in keeping with the historical use of the Property as a fast-casual, counter-service restaurant.

3. The proposed use is compatible with surrounding existing uses.

Rougaroux's offerings are completely unique to Mountain Brook Village. Rougaroux as proposed will not compete with existing food service businesses and will enhance retail businesses by increasing foot traffic in the area. As illustrated below, there is no restaurant with similar offerings to what is proposed by Rougaroux.

Address	Tenant	Food Offering
2418 Montevallo Road	Another Broken Egg	Breakfast and brunch focused foods including omelets, eggs benedicts, pancakes, waffles, and some burger, sandwich, and salad offerings.
2708 Culver Road	Watkins Branch Bourbon and Brasserie	Food inspired by traditional French brasserie, robust plates

		and concentrated craft cocktails
2837 Culver Road	Daniel George	Fine dining, white table-cloth offerings featuring a daily changing menu of seafood, wild and domestic game, meats, poultry, and fresh produce.
2805 Cahaba Road	Gilchrist	Old-fashioned soda fountain featuring simple sandwiches, chicken/tuna salads, and milkshakes.
900 Jemison Lane	Char Bar No. 7	Sports Bar and Grill featuring steaks, burgers, sandwiches, and salads.
291 Rele Street	Chop N Fresh	Gourmet salads, greens, and grains, with made-from-scratch dressings.
920 Lane Parke Ct.	Sol Y Luna	Mexican restaurant featuring unique tapas, tacos, flautas, and more.
2838 Culver Road	Olexa's	European style bakery featuring crepes, sandwiches, salads, and baked goods.
2400 Montevallo Road	Carrigan's Public House	Gastropub featuring American fare and craft cocktails.

IV. CONCLUSION

In consideration of the foregoing, Rougaroux respectfully requests that the Mountain Brook City Council to approve Rougaroux's conditional use application to allow for lunchtime service. Please let us know if there is anything else you would like to know, and we will provide it. We are excited for the opportunity to bring Rougaroux to Mountain Brook Village.

Sincerely,

Jay Friedman

# rougaroux

Enclosures:

- (A) Rougaroux Menu
- (B) 2716 Culver Road Renovation & Addition Conditional Use Application Drawing Set
- (C) 2716 Culver Road Existing Conditions

**GUMBO** - check board for today's offering

cup \$7 / bowl \$11  
add potato salad \$2  
\$5 each

**HOUSEMADE BOUDIN LINKS**

**MUFFULETTA** - served warm on Gambino's Italian Bread  
cochon butcher mortadella + genoa salami + capicola + provolone + olive salad  
quarter / half / whole  
\$10 / \$17 / \$28

**HOUSEGROUND BRISKET BURGER** - served with fries, check board for today's offering MP

**TRADITIONAL PO'BOYS** - 8" on Leidenheimer Baking Company Bread

fried gulf shrimp	\$15	fried bon secour oysters	\$16
roast beef debris	\$14	fried alabama catfish	\$15
seasonal veggies	\$12	fried eggplant	\$12

rougaroux dressed - shredded lettuce, seasoned tomatoes, shaved red onions, dill pickles, duke's mayo & crystal hot sauce  
add ons - provolone \$1 - remoulade \$.50 - spicy horseradish cocktail sauce \$.50

**SPECIALTY PO'BOYS** - 8" on Leidenheimer Baking Company Bread

**Oysters Rockefeller** \$18  
fried bon secour oysters + bacon + spinach + parmigiano reggiano + lemon zest + red pepper flakes

**Ferdi Special** \$15  
roast beef debris + ham + provolone + shredded cabbage + shaved onions + duke's mayo + hot sauce

**Blackened Catfish** \$16  
creole spice seared alabama catfish + corn & red pepper relish + smoked tomato aioli + charred lemon

**Smoked Chicken & Bacon** \$15  
springer mtn chicken + voodoo bbq sauce + white cheddar pimento cheese + candied jalapenos

**BBQ Shrimp** \$17  
large gulf shrimp + abita beer crustacean butter + rosemary + cracked peppercorns + worcestershire

**Surf & Turf** \$15  
half dressed roast beef debris with provolone + half dressed fried gulf shrimp with remoulade

**Viet Cajun Seafood** \$18  
breaux bridge crawfish + gulf shrimp + cajun spices + garlic butter + ginger + lemongrass + chilies

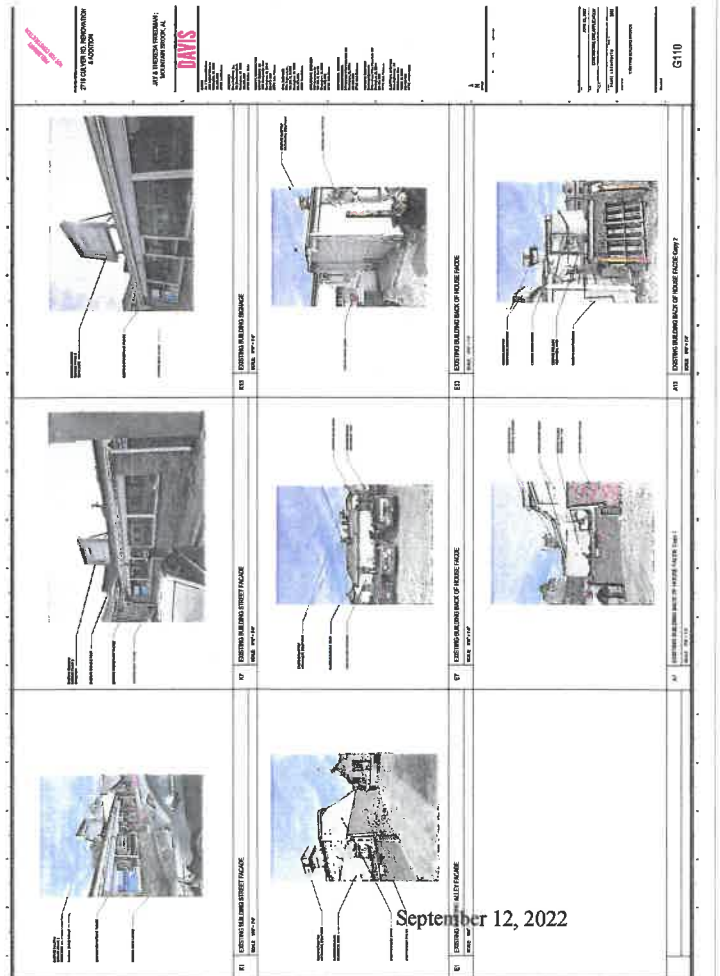
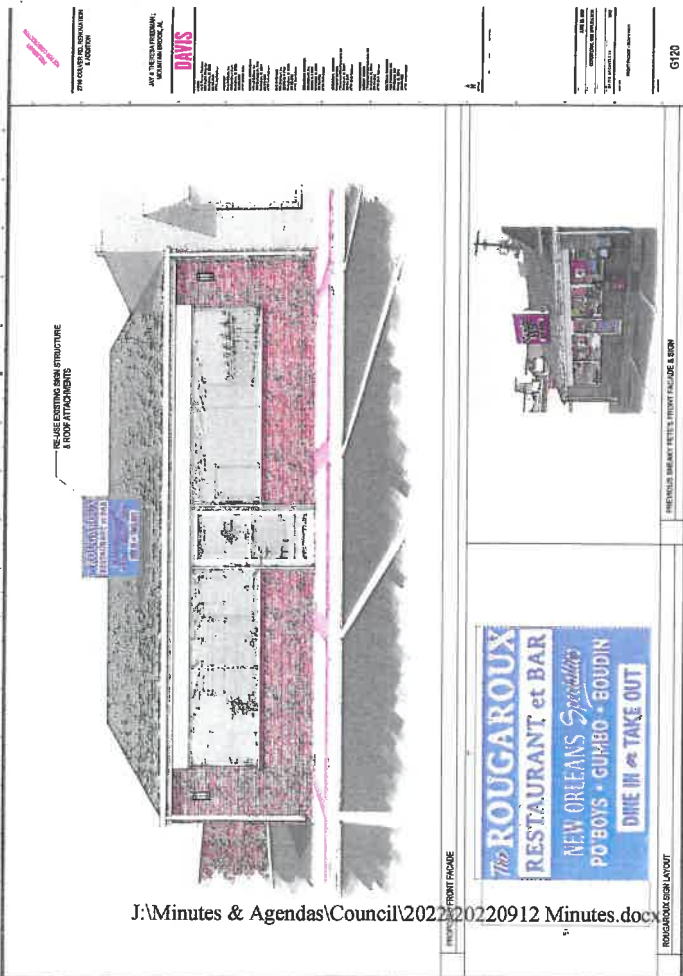
**KIDS w/ fries & drink** - fried boneless chicken, french bread grilled cheese, fried shrimp \$8

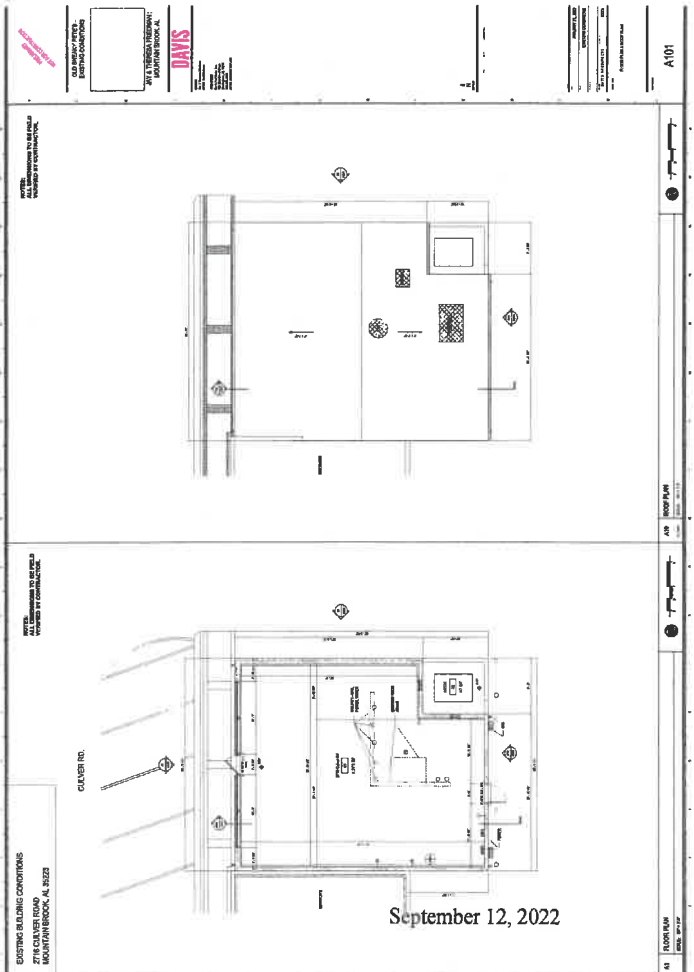
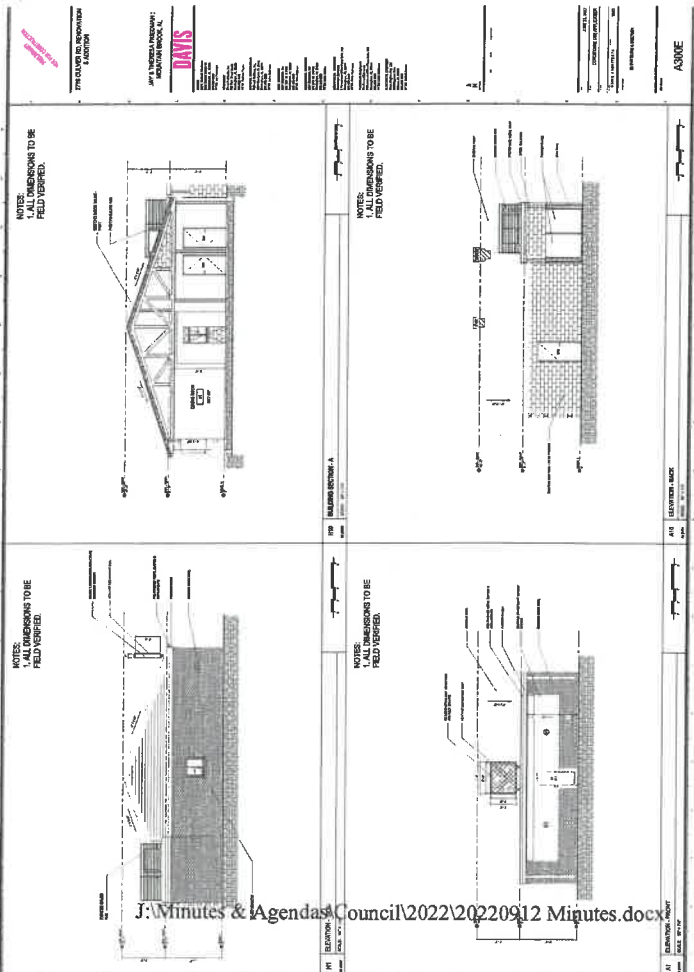
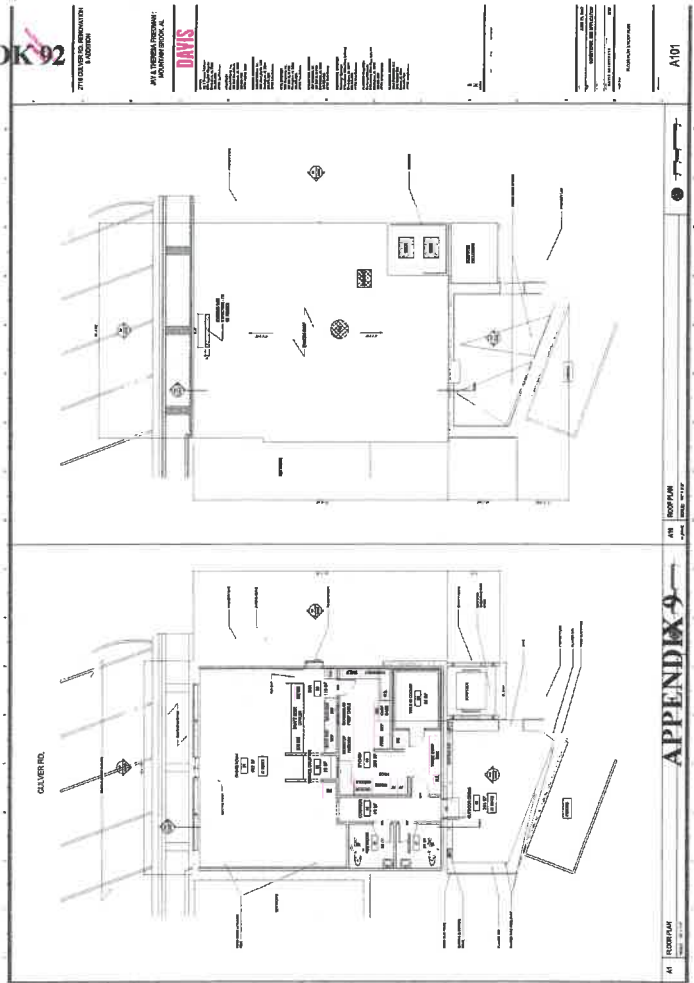
**SIDES** - creole fries, red beans & rice, pasta salad, collard greens, potato salad, zapp's chips \$4

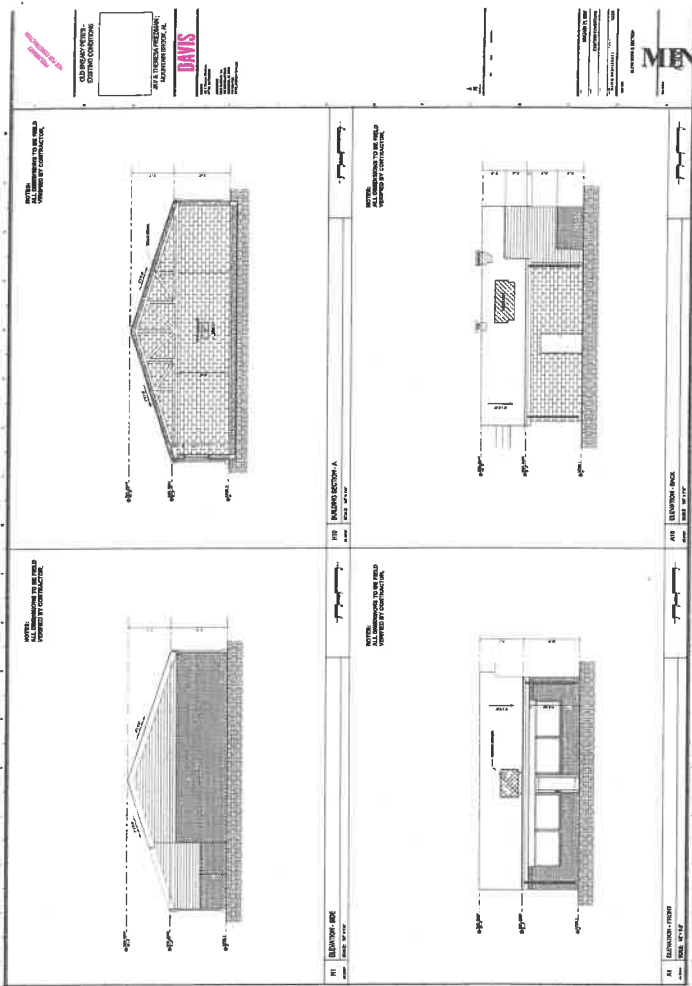
**SWEETS** - white chocolate bread pudding with pecan praline rum sauce \$7

IG: @therougarouxbhm 205-518-6677

APPENDIX 9







**RESOLUTION NO. 2022-**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby approves the conditional use application (lunchtime operation for Rougaroux at 2716 Culver Road) with the condition that the outdoor patio may not be used during the lunchtime operation from 11:00 a.m. to 1:00 p.m., Monday through Friday.

**ADOPTED:** This 12th day of September, 2022.

\_\_\_\_\_  
Council President

**APPROVED:** This 12th day of September, 2022.

\_\_\_\_\_  
Mayor

**CERTIFICATION**

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on September 12, 2022, as same appears in the minutes of record of said meeting.

\_\_\_\_\_  
Heather Richards, City Clerk

On Sep 8, 2022, at 9:36 PM, Frank Caley <Frank.Caley@hotmail.com> wrote:

Many thanks to all

There are three concerns I have in descending order. If we enforce the leash law I think it will help on all three.

- 1.) A dog attack involving a child. We have 480 football players and cheerleaders out there this season (both are records)
- 2.) volunteer coaches and dog owners getting into escalating confrontations.
- 3.) of course dog poop, but this is really a distant third to the first two.

Thank you all. We start flag football next week which will put more people on Crestline so the more help available the better.

Thank you,

Frank