

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

[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 5:45 p.m. on the 12th day of December, 2022 (others were allowed to listen to the meeting by way of Internet video conference). The Council President Pro Tempore called the pre-meeting to order and the roll was called with the following results:

Present: William S. Pritchard III, Council President Pro Tempore
Graham L. Smith
Gerald A. Garner
Lloyd C. Shelton
Stewart Welch III, Mayor

Absent: Virginia C. Smith, Council President

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

1. AGENDA

1. Drainage Projects status report

William Thomas-Schoel Engineering

- 900 Block of Euclid-plans are complete-working on bid documents
- Richmar “The Cut”-Preliminary plans complete, next steps is to set up meeting with neighborhood
- Northcote-under construction
- Junior High-construction under contract
- Pinecrest Road at Canterbury Methodist Church-design complete, working on bid documents
- Cherry Street-90% complete, working on bid documents
- Canterbury/Surrey Road-working on alternate design
- Fairmont Drive/Lorena Lane-Surveying underway
- Crestline Branch-preliminary scheme and cost estimate presented to city
- Ordinance and Regulations-Proposed new regulations now under consideration

2. Montclair Road sidewalk design funding options

Nathan Currie-Sain Associates

- The grant is cost sharing where 80% is federal funds and 20% is city funds
- Proposal is to for design of sidewalk improvements along Montclair Road
- If approved, could start surveying now

William “Billy” Pritchard-Council President Pro Tempore

- Item added to the formal agenda (Resolution 2022-209)

3. Parks/Recreation Board appointment

Shanda Williams-Parks and Recreation Superintendent

- Dean Nix is up for re-appointment
- The park board recommended to re-appoint Dean Nix

William "Billy" Pritchard-Council President Pro Tempore

- Item added to the formal agenda (Resolution 2022-210)

4. Conditional Use approval for Family Expeditions (129 Oak Street)

Dana Hazen-Director of Building, Planning and Sustainability

- This is for a Travel agency
- 2 onsite parking spaces
- Clients are mostly online
- Proposed hours: M-F 9:30-5:30

William "Billy" Pritchard-Council President Pro Tempore

- Item added to the formal agenda (Resolution 2022-211)

5. Proposed revised/updated tree protection ordinance

Tyler Slaten-Senior Planner

- Tree City USA performed a nationwide audit on all Tree cities
- It was determined that Mountain Brook did not have the proper tree ordinance in place
- Ordinance presented is draft recommended by Tree City USA

Sam Gaston-City Manager

- The Ordinance should be ready to present at the next council session (after some revisions)

6. First Responders Foundation

Vince Schilleci

- During pandemic helped set up the merchant relief fund
- Want to do something similar for first responders
- Request of the City: have City Council appoint the Board of Directors

7. Right-of-Way encroachment/transfer for 142 Spring Street

Steve Boone-Finance Director

- In 2018 the City authorized a ROW encroachment agreement for a parking pad
- The parking pad is now constructed
- This property is being sold and will close on Wednesday
- The 2018 agreement is for individual (and not the land)
- Will need to re-execute another agreement for new owners

William "Billy" Pritchard-Council President Pro Tempore

- Item added to the formal agenda (Resolution 2022-208)

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

2. EXECUTIVE SESSION AND ADJOURNMENT

Council President Pro Tempore Pritchard made a motion that the City Council convenes in executive session to discuss a potential litigation matter and real estate matter and that the City Council shall reconvene at approximately 7 p.m. 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 Member Garner. Then, upon the question being put and the roll called, the vote was recorded as follows:


Ayes: William S. Pritchard III, Council President Pro Tempore
Gerald A. Garner
Graham L. Smith
Lloyd C. Shelton

Nays: None

There being no further matters for discussion Council President Pro Tempore Pritchard adjourned the pre-meeting at approximately 6:35 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 December 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 January 9, 2022

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK AND
MOUNTAIN BROOK EMERGENCY COMMUNICATION (E911 DISTRICT)
DECEMBER 12, 2022**

[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 7:03 p.m. on the 12th day of December, 2022 (others were allowed to listen to the meeting by way of Internet video conference). The Council President Pro Tempore called the meeting to order and the roll was called with the following results:

Present: William S. Pritchard III Chairman, Council President Pro Tempore
Graham L. Smith
Gerald A. Garner
Lloyd C. Shelton
Stewart Welch III, Mayor

Absent: Virginia C. Smith, Council President

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

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

1. RECOGNIZE MIKE MOURON FOR HIS SERVICE ON THE PLANNING COMMISSION

Stewart Welch-Mayor

- Presented Mike Mouron with Resolution 2022-197 (Exhibit 1)

2. HUMAN TRAFFICKING FREE ZONE PROCLAMATION

Stewart Welch-Mayor

- Presented James Barnett and Meridith Hutchinson with the Proclamation 2022-198 (Exhibit 2)

3. OATH OF OFFICE FOR MAGISTRATE SUPERVISOR, BREANNA DUNN

K.C. Hairston-Municipal Judge

- Administered oath of office to Magistrate Supervisor, Breanna Dunn

4. CONSENT AGENDA

Council President Pro Tempore Pritchard 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 November 28, 2022, regular meeting of the City Council

2022-197	Thank Michael Mouron for his exemplary service on the Planning Commission	Exhibit 1
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2022-198	Human Trafficking Free Zone Proclamation	Exhibit 2, Appendix 1
2022-199	Approve the sidewalk café and accept the indemnification and hold harmless agreement for Ladybird Taco located at 300 Rele Street	Exhibit 3, Appendix 2
2022-200	Authorize the execution of a contract for services with ETC Institute with respect to the design, administration and evaluation of a resident survey	Exhibit 4, Appendix 3
2022-201	Accept the proposal submitted by Brasher Design Studio with respect to the Tot Lot at Crestline Village Construction Documents	Exhibit 5, Appendix 4
2022-202	Accept the proposal submitted by Brasher Design Studio with respect to the Brookwood Forest Field improvements Conceptual Master Plan subject to modifications by the City Manager	Exhibit 6, Appendix 5
2022-203	Designate the City of Mountain Brook as a BEE CITY USA® affiliate	Exhibit 7, Appendix 6
2022-204	Authorize the sale or disposal of certain surplus property	Exhibit 8, Appendix 7
2022-205	Ratify a \$3,00,000 transfer from the City's 2022 General Fund surplus to the infrastructure Capital Projects Fund (417)	Exhibit 9
2022-206	Revise the FY2022 E911 District Budget	Exhibit 10
2022-207	Recommend to the State of Alabama, Alcoholic Beverage Control Board (ABC), the issuance of a 020-Restaurant Retail Liquor license to Melt Lane Park LLC located at 1011 Jemison Lane	Exhibit 11, Appendix 8
2022-208	Authorize the execution of a right-of-way (ROW) encroachment agreement with William Smith Jr. and Carrie Rothermel with respect to the property located at 142 Spring Street	Exhibit 12, Appendix 9
2022-209	Accept the proposal submitted by Sain Associates with respect to the design of sidewalk improvements along Montclair Road	Exhibit 13, Appendix 10
2022-210	Reappoint Dean Nix to the Parks and Recreation Board to serve without compensation, term to end December 12, 2027	Exhibit 14, Appendix 11
2022-211	Approve the conditional service use application submitted by Antlers & Anglers, LLC, and Family Expeditions, LLC for property at 129 Oak Street	Exhibit 15, Appendix 12
2022-212	Authorize the purchase of four vehicles for use by the Public Works Department.	Exhibit 16, Appendix 13

Thereupon, the foregoing minutes, proclamation and resolutions (Nos. 2022-197 through 2022-212), were introduced by Council President Pro Tempore and a motion for their immediate adoption made by Council Member Shelton. The minutes, proclamation and resolutions were then considered by the City Council. Council Member Garner seconded the motion to adopt the foregoing minutes, proclamation and resolutions. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: William S. Pritchard III, Council President Pro Tempore
Graham L. Smith
Gerald A. Garner
Lloyd C. Shelton

Nays: None

Abstained: None

Council President Pro Tempore thereupon declared that said minutes, proclamation and resolutions (Nos. 2022-197 through 2022-212) were adopted by a vote of 4—0 and as evidence thereof she signed the same.

5. CONSIDERATION: ORDINANCE NO. 2137 AMENDING THE CITY OF MOUNTAIN BROOK'S FY2022 BUDGET

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

Ayes: William S. ("Billy") Pritchard III
Gerald A. Garner
Graham L. Smith
Lloyd C. Shelton

Nays: None

Council President Pro Tempore declared the motion carried by a vote of 4—0.

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

Ayes: William S. ("Billy") Pritchard III
Gerald A. Garner
Graham L. Smith
Lloyd C. Shelton

Nays: None

Council President Pro Tempore Pritchard declared that the ordinance (No. 2137) is hereby adopted by a vote of 4—0 and, as evidence thereof, she signed the same.

6. ANNOUNCEMENT

Council President Pro Tempore Pritchard announced the next regular meeting of the City Council is January 9, 2022, 7:00p.m.

7. ADJOURNMENT

There being no further business to come before the City Council, President Pro Tempore Pritchard adjourned the meeting at approximately 7:16 p.m.

8. 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 December 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 January 9, 2022

**EXHIBIT 1
 RESOLUTION NO. 2022-197**

WHEREAS, Michael Mouron has served with distinction on the Mountain Brook Planning Commission from November 07, 2016, through November 07, 2022, having served as Secretary since July 1, 2019; and

WHEREAS, Michael Mouron brought invaluable insight to decisions regarding all of Mountain Brook with his thoughtful deliberation of all issues, and steadfast dedication to his community; and

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

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

**EXHIBIT 2
 PROCLAMATION NO. 2022-198**

WHEREAS, the City of Mountain Brook seeks to enhance public welfare, protect public safety, and promote human flourishing for all residents and visitors by declaring that freedom from human trafficking is a fundamental human right; and

WHEREAS, human trafficking is a form of modern-day slavery in which victims are forced to work in various forms of exploitation, including debt bondage, forced marriage, labor and commercial sexual exploitation of adults and minors, that are induced through force, fraud, or coercion. The City of Mountain Brook, Alabama is committed to ensuring that our community is prepared to recognize signs of human trafficking; and

WHEREAS, the risks of human trafficking increased during the COVID-19 pandemic. Economic turmoil, financial hardship, isolation, and the shuttering of schools and other programs have resulted in increased opportunities for human trafficking, particularly online, and has resulted in fewer places for victims to turn to report exploitation and fewer chances for the abuse to be recognized; and

WHEREAS, an increase in tourists seeking entertainment, including commercial sex, increases the potential risk for exploitation and human trafficking; and

WHEREAS, due to its isolating nature, many individuals remain unaware that trafficking is a threat to their neighborhoods, families, and children. The first step in eliminating human trafficking in our community is to educate others. We must work diligently to ensure that all front-line industries, educators and first responders are aware of this issue and how to spot it; and

WHEREAS, we will continue our efforts to make the City of Mountain Brook a Trafficking Free Zone by combating the human trafficking of our children and vulnerable adults and mitigating the associated public safety, economic and health risks to our community in collaboration with the Child Trafficking Solutions Project and other anti-human trafficking organizations by,

COMBATING LABOR TRAFFICKING, SERVITUDE, AND COMMERCIAL SEXUAL EXPLOITATION THROUGH COMPREHENSIVE EDUCATION OF OUR STAFF, THE IMPLEMENTATION AND ENFORCEMENT OF A ZERO-TOLERANCE POLICY AGAINST ANY ACT WHICH MAY SUPPORT HUMAN TRAFFICKING, AND SUPPORTING COLLABORATIVE COMMUNITY-BASED SOLUTIONS ACROSS A CONTINUUM THAT INCLUDES PREVENTION, RECOVERY OF VICTIMS, AND PROSECUTION OF PERPETRATORS,

and ask ALL citizens of the City of Mountain Brook to join us in promoting a shift away from the culture of tolerance toward human trafficking.

BE IT RESOLVED, that 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 proclaim the City of Mountain Brook a Trafficking Free Zone and encourage all residents to join us in raising the visibility of this crime and to become more informed about ways to prevent, to recognize and to respond to potential victims of human trafficking in our community.

APPENDIX 1

EXHIBIT 3

RESOLUTION NO. 2022-199

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the application of Ladybird Taco, for a permit to operate a sidewalk cafe' is hereby approved, and the related indemnification and hold harmless agreement, in the form as attached hereto as Exhibit A, is hereby accepted subject to such minor revisions as may determine appropriate by the City Attorney.

APPENDIX 2

EXHIBIT 4**RESOLUTION NO. 2022-200**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of a contract for services between the City and ETC Institute, in the form as attached hereto as Exhibit A subject to such minor revisions as may be determined appropriate by the City Attorney, with respect to the design, administration and evaluation of a resident survey.

APPENDIX 3

EXHIBIT 5**RESOLUTION NO. 2022-201**

BE IT RESOLVED by the City Council of the City of Mountain Brook that the City Council hereby accepts the proposal submitted by Brasher Design Studio, in the form as attached hereto as Exhibit A, with respect to the Tot Lot at Crestline Village Construction Documents.

APPENDIX 4

EXHIBIT 6**RESOLUTION NO. 2022-202**

BE IT RESOLVED by the City Council of the City of Mountain Brook that the City Council hereby accepts the proposal submitted by Brasher Design Studio, in the form as attached hereto as Exhibit A, with respect to the Brookwood Forest Field improvements Conceptual Master Plan.

APPENDIX 5

EXHIBIT 7**RESOLUTION NO. 2022-203**

WHEREAS, the mission of BEE CITY USA is to galvanize communities to sustain pollinators, responsible for the reproduction of almost 90% of the world's flowering plant species, by

providing them with healthy habitat, rich in a variety of native plants and free to nearly free of pesticides; and

WHEREAS, thanks to the more than 3,600 species of native bees in the United States, along with introduced honey bees, we have very diverse dietary choices rich in fruits, nuts, and vegetables; and

WHEREAS, bees and other pollinators have experienced population declines due to a combination of habitat loss, poor nutrition, pesticides (including insecticides, fungicides, and herbicides), parasites, diseases, and climate change; and

WHEREAS, pollinator-friendly communities can benefit local and regional economies through healthier ecosystems, increased vegetable and fruit crop yields, and increased demand for pollinator-friendly plant materials from local growers; and

WHEREAS, ideal pollinator-friendly habitat:

- (A) Is comprised of mostly native wildflowers, grasses, vines, shrubs, and trees blooming in succession throughout the growing season to provide diverse and abundant nectar and pollen, since many wild pollinators prefer or depend on the native plants with which they co-adapted; (B) is free or nearly free of pesticides, as many pesticides can harm pollinators and/or their habitat;
- (C) comprises undisturbed spaces (leaf and brush piles, unmown fields or field margins, fallen trees and other dead wood) for nesting and overwintering; and
- (D) provides connectivity between habitat areas to support pollinator movement and resilience; and

WHEREAS, Integrated Pest Management (IPM) is a long-term approach to maintaining healthy landscapes and facilities that minimizes risks to people and the environment by: identifying and removing the causes of pest problems rather than only attacking the symptoms (the pests); employing pests' natural enemies along with cultural, mechanical, and physical controls when prevention is not enough; and using pesticides only when no other method is feasible or effective; and

WHEREAS, supporting pollinators fosters broad-based community engagement in environmental awareness and sustainability; and

WHEREAS, the City of Mountain Brook should be certified a BEE CITY USA community because the City has minimized the use of pesticides and herbicides in public parks, city traffic islands, and along streets and sidewalks; the City's Board of Landscape Design has developed a Native Plant list for use by the City; the City does not bag leaf litter on most city-owned real estate, but instead relocates fallen leaves to natural areas in parks and other public properties; the City's Planning Commission encourages native plant material when a buffer or natural area is required in conjunction with rezoning; the City has eliminated routine vector spraying for mosquitos; and the City installs seasonal pollinator-friendly plants in pots around its villages; and

NOW, THEREFORE, in order to enhance understanding among local government staff and the public about the vital role that pollinators play and what each of us can do to sustain them, the City of Mountain Brook chooses to support and encourage healthy pollinator habitat creation and enhancement, resolving as follows:

1. The City of Mountain Brook Department of Planning, Building, & Sustainability (PB&S) is hereby designated as the BEE CITY USA sponsor.

2. The Director of PB&S is designated as the BEE CITY USA Liaison.
3. Facilitation of the City of Mountain Brook's BEE CITY USA program is assigned to the Mountain Brook Bee City (MBBC) Committee.
4. The MBBC Committee is authorized to and shall:
 - a. Celebration: Host at least one educational event or pollinator habitat planting or restoration each year to showcase the City of Mountain Brook's commitment to raising awareness of pollinator conservation and expanding pollinator health and habitat.
 - b. Publicity & Information: Install and maintain at least one authorized BEE CITY USA street sign in a prominent location, and create and maintain a webpage on the City of Mountain Brook's website which includes, at minimum, a copy of this resolution and links to the national BEE CITY USA website; contact information for your BEE CITY USA Liaison and Committee; reports of the pollinator-friendly activities the community has accomplished the previous year(s); and your recommended native plant species list and integrated pest management.
 - c. Habitat: Develop and implement a program to create or expand pollinator-friendly habitat on public and private land, which includes, but is not limited to, Identifying and inventorying the City of Mountain Brook's real property that can be enhanced with pollinator-friendly plantings; creating a recommended locally native plant list to include wildflowers, grasses, vines, shrubs, and trees and a list of local suppliers for those species; and, tracking (by square footage and/or acreage) annual area of pollinator habitat created or enhanced.
 - d. Pollinator-Friendly Pest Management: Create and adopt an integrated pest management (IPM) plan designed to prevent pest problems, reduce pesticide use, and expand the use of non-chemical pest management methods.
 - e. Policy & Plans: Establish, through the City of Mountain Brook, a policy in the Villages Master Plan of the City of Mountain Brook to acknowledge and commit to the BEE CITY USA designation and review the Villages Master Plan and other relevant documents to consider improvements to pest management policies and practices as they relate to pollinator conservation, identify appropriate locations for pollinator-friendly plantings, and consider other appropriate measures.
 - f. Renewal: After completing the first calendar year as a BEE CITY USA affiliate, each February, apply for renewal of the City of Mountain Brook's BEE CITY USA designation following the format provided by BEE CITY USA, including a report of the previous year's BEE CITY USA activities, and paying the renewal fee based on the City of Mountain Brook's population.

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby approves a resolution designating the City of Mountain Brook as a BEE CITY USA® affiliate.

APPENDIX 6

EXHIBIT 8

RESOLUTION NO. 2022-204

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, 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 7

EXHIBIT 9

RESOLUTION NO. 2022-205

BE IT RESOLVED by the City Council of the City of Mountain Brook that the City Council hereby ratifies and approves the transfer of funds as follows for the year October 1, 2021 through September 30, 2022:

Ledger Number	Ledger Description	Amount
100-3401-4020	Sales Tax	\$1,200,000.00
100-3401-4027	Lodging Tax	800,000.00
100-3402-4100	License Fees	500,000.00
100-3402-4120	Construction Permits	500,000.00
100-1116-6917	Transfers Capital	3,000,000.00
417-3408-4810	Transfers-General Fund	3,000,000.00
	Transfer \$3,00,000.00 of the 2022 General Operation surplus to Capital Projects (Fund 417) for future infrastructure and sidewalk projects.	

EXHIBIT 10

RESOLUTION NO. 2022-206

BE IT RESOLVED by the Board of Commissioners of the Mountain Brook Emergency Communication District ("District"), that the following is the adopted budget for the District for the fiscal year beginning October 1, 2021, and ending September 30, 2022 (as adopted by the City Council of the City of Mountain Brook upon its adoption of Ordinance No. 2109 on September 27, 2021):

(For
Reference

Ledger No.	Account Description	9/30/2022 Budget	Only)
			9/30/2021 Actual
		\$	
531-3106-4310	Grants	(10,300)	\$ 0.00
531-3305-4500	Fines & Forfeitures (Act 03-289)	(1,600)	(1,557)
531-3404-4050	E-911 Surcharge (MCI Metro)	(10,000)	(3,534)
531-3404-4050-3401	E-911 Surcharge (Mobile)	(442,000)	(388,277)
531-3407-4400	Other Investment Earnings	(25)	(25)
531-3408-4810	Transfers General Fund	<u>(750,000)</u>	<u>(756,695)</u>
	E911 Revenue	(1,213,925)	(1,150,088)
531-1100-6407	Insurance and Bonding	1,250	650
531-1213-6307	Bank Fees	400	347
531-3510-6210	Development-Training	2,200	618
531-3510-6300	Supplies/Exp-General	6,500	1,039
531-3510-6464	Service Contr-Comm Equip	41,975	32,956
531-3510-6610	Utilities-Telephone	48,100	55,043
531-3510-6870	Contract Fees	620,000	28,700
531-3516-6910	Transfers-City General Fund	488,000	975,086
531-3516-6941	Transfers-Capital Projects Fnd	0.00	0.00
531-3590-6941	Transfers-Capital Projects Fnd	<u>0.00</u>	<u>0.00</u>
	E911 Expenses	<u>1,208,425</u>	<u>1,094,439</u>
	Excess of (Revenue) Over Expenditures	(5,500)	(55,649)
	(Fund Balance), Beginning of Year	<u>355,104</u>	<u>299,455</u>
	(Fund Balance), End of Year	<u>\$ 359,904</u>	<u>\$ 355,104</u>

BE IT FURTHER RESOLVED by the Board of Commissioners of the Mountain Brook Emergency Communications District that the District Administrator is hereby authorized and directed, for and on behalf of the District, 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 District in the normal course of public safety operations.

EXHIBIT 11

RESOLUTION NO. 2022-207

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby recommends to the State of Alabama, Alcoholic Beverage Control Board, the issuance of a 020 – Restaurant Retail Liquor license to Melt Lane Park LLC, (trade name: Melt), 1011 Jemison Lane, Mountain Brook, AL 35223.

BE IT FURTHER RESOLVED that the City Clerk is hereby instructed to forward a copy of this resolution to the State of Alabama, Alcoholic Beverage Control Board.

APPENDIX 8

EXHIBIT 12

RESOLUTION NO. 2022-208

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that City Council hereby authorizes the execution of a right-of-way encroachment agreement between the City and William Smith Jr. and Carrie Rothermel, in the form as attached hereto as Exhibit A, with respect to the property located at 142 Spring Street.

APPENDIX 9

EXHIBIT 13

RESOLUTION NO. 2022-209

BE IT RESOLVED by the City Council of the City of Mountain Brook that the City Council hereby accepts the proposal submitted by Sain Associates, in the form as attached hereto as Exhibit A, with respect to the design of sidewalk improvements along Montclair Road in Mountain Brook.

APPENDIX 10

EXHIBIT 14

RESOLUTION NO. 2022-210

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby reappoints Dean Nix to the Parks and Recreation Board, to serve without compensation, her term to end December 12, 2027.

APPENDIX 11

EXHIBIT 15

RESOLUTION NO. 2022-211

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 Corinna and Kevin Slaughter (Antlers & Anglers, LLC, and Family Expeditions, LLC) for property at 129 Oak Street.

APPENDIX 12

EXHIBIT 16

RESOLUTION NO. 2022-212

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the purchase of four vehicles for use by the Public Works Department as follows:

Ledger no.	Description	2023 Budget	Updated Estimated Cost
441669067300701	1-ton water truck	\$ 73,250	\$ 78,000
441669067300702	1-ton Village truck	75,250	81,000
441669067300704	F550	140,000	146,250
441669067300705	Crew/UT body	<u>140,000</u>	<u>146,250</u>
		<u>\$428,520</u>	<u>\$451,500</u>

APPENDIX 13

Children's Aid Society of Alabama (CAS) is delighted to announce that the **Child Trafficking Solutions Project (CTSP)**, created in 2016 and supported since inception by the Children's Policy Cooperative (JeffCo CPC), became an official program of CAS on 7/1/2022 and began providing direct services under the CAS umbrella on 10/1/2022. We are fortunate that Teresa Collier, primary educator for CTSP and a Forensic Child Interview Specialist, has joined CAS as the CTSP Program Director. CTSP now has a permanent home base at the CAS Alice McSpadden Williams Center for Children, Youth, and Families on Birmingham's Southside. The specialized CTSP service team will spend most of their time expanding partnerships around the state through training sessions, conferences, and other public education and awareness activities. CTSP will soon have a presence on the CAS website and social media platforms.

Child Trafficking Solutions Project (CTSP) Coalition Snapshot

The Child Trafficking Solutions Project (CTSP) represents a broad coalition of allies and agencies from law enforcement, health, mental health, child protective services, victim services, and the private sector working collaboratively in the fight against child trafficking.

CTSP Fast Facts:

- Established in 2016 by Presiding Judge of Family Court of Jefferson County.
- Coordinated through the Children's Policy Council of Jefferson County
- Organized into 5 MDT's (Multi-Disciplinary Teams):
- Law Enforcement, Survivor Care, Community Engagement, Public Policy, Training
- Comprised of 35 local, state and federal organizations (and growing!)
- Became an official program of Children's Aid Society of Alabama (CAS) on July 1, 2022 and began providing direct services under the CAS umbrella on October 1, 2022.

Representatives from the following are involved in the CTSP:

- AIDS Alabama
- Alabama Governor's Office
- Alabama Law Enforcement Agency (ALEA)
- Alabama Network of Children's Advocacy Centers
- Alabama Office of Courts (AOC)
- Alabama Restaurant and Hospitality Association (ARHA)
- Angels Arms Ministries
- Asha Kiran
- Bessemer Police Department
- Birmingham Police Department
- Blanket Fort Hope
- Children's Aid Society of Alabama
- Children's of Alabama
- Children's Policy Council of Jefferson County
- City of Birmingham
- Crisis Center
- Department of Homeland Security
- END IT! Alabama Anti-Trafficking Task Force
- Family Court of Jefferson County
- F.B.I.
- Fowler Davis, LLC
- Alabama Fusion Center
- Hispanic Interest Coalition of Alabama (IHICA)
- International Academy of Trial Lawyers (IATL)
- Jefferson County Department of Human Resources (DHR)
- Jefferson County Sheriff's Office
- Junior League of Birmingham (JLB)
- Magic City Acceptance Center
- The WellHouse
- Trafficking Hope
- U.S. Institute Against Human Trafficking (USIAHT)
- University of Alabama at Birmingham (UAB)
- U.S. Department of Justice (USDQJ)
- U.S. Attorney's Office, Northern District

Child Trafficking Solutions Project <https://www.facebook.com/childtraffickingsolutionsproject>
205.9074707 ctspbarbara@childremsaid.org

Creating Safety and Protecting Children Through Creation of Community-Based Trafficking Free Zones

Join the Movement – Become a Trafficking Free Zone (TFZ)

Whether you join the Trafficking Free Zone as an individual, business, law enforcement, church goer, or community leader – you can make a difference. You'll be joining forces with one of the largest anti-sex trafficking movements in the world, and that's something to be proud of.

Overview

- A community-wide strategy to fight against human trafficking including the trafficking of children;
- An initiative to support comprehensive education, training and awareness activities within and among all sectors of the Birmingham Metro-Jefferson County community;
- Issue a Proclamation declaring your state, county, city, district, company, church, or organization a Trafficking Free Zone. Signing a Proclamation demonstrates your stance against human trafficking and activities which support it;
- A Proclamation sends a clear message to your sphere of influence that you are educated about human trafficking in your community, you are enraged that our children are being exploited, and you are engaged in the effort to stop the trafficking of our children;
- The Child Trafficking Solutions Project Coalition will resource, support, and assist communities in achieving these objectives including training, education, signage, and awareness materials.
- Adopt a zero-tolerance HR policy against the purchase or solicitation of commercial sex.
- Specific strategies are customized for each community desiring to become a Trafficking Free Zone.

Training and Awareness Targets

- Law Enforcement, First Responders
- Restaurants, Hospitality, Hotels (including 24-hour convenience stores, establishments)
- Health and Mental Health Providers
- Schools (staff, parents, students using age appropriate materials)
- City employees associated with the Trafficking Free Zone municipality

The Child Trafficking Solutions Project is a broad-based coalition of law-enforcement, justice, health and child protective service agencies, that seeks to rescue and restore child victims of sex trafficking through development of uniform response protocols, training, and strategic partnerships with law enforcement, first-responders, healthcare providers, juvenile justice, child-welfare agencies, and schools, while mobilizing communities to prevent abuse, raise awareness and increase safety.

Child Trafficking Solutions Project <https://www.facebook.com/childtraffickingsolutionsproject>
205.9074707 ctspbarbara@childremsaid.org

APPENDIX 1

Child Trafficking Solutions Project (CTSP) Trafficking Free Zone Initiative 2022

USIAHT Central Policy Samples Prohibiting Employees from Sex Buying and Sex Trafficking

Zero Tolerance Policy for Sex Trafficking and Sex Buying

Sex Trafficking
(CITY/COMPANY NAME) is committed to standing against abuse and exploitation, including sex trafficking and sex buying. (CITY/COMPANY NAME) condemns all forms of sex trafficking, and any employee, intern, volunteer, or contractor, who engages in any sex trafficking activity, whether on company or personal time, will be terminated immediately.

Sex Buying
In addition to being a criminal offense, buying sex also fuels the demand for sex trafficking. It is strictly against (CITY/COMPANY NAME) policy for any employee, intern, volunteer, or contractor to engage in any sex buying activities of any kind, whether on personal or company time. This includes any time during business travel or while using any company property, equipment, or software (including, without limitation, company credit cards, expense accounts, buildings, parking lots, grounds, computers, storage devices, websites, social media channels, networks, vehicles, and phones). This prohibition applies regardless of whether the activity is legal or tolerated in a particular jurisdiction, foreign or domestic. Any (CITY/COMPANY NAME) personnel who violate this policy will be terminated immediately.

Reporting Policy:
All (CITY/COMPANY NAME) personnel are required to report any potential or suspected violation of this policy that comes to his or her attention and to participate fully in any investigation or resolution of any such violation. Failure to report any potential or suspected violation by any employee, intern, volunteer, or contractor violates company policy and constitutes grounds for disciplinary action, up to and including immediate termination.

Non-Retaliation Policy:
(CITY/COMPANY NAME) strictly prohibits retaliation against any employee, intern, volunteer, or contractor for making a goodfaith report of any potential or suspected violation of our policy against sex buying activities and sex trafficking or for cooperating in an investigation of any such violation.

Commitment to Act Policy:
All (CITY/COMPANY NAME) persons are expected to take seriously all non-frivolous reports of potential or suspected violations of our policies against sex buying activities and sex trafficking and will investigate promptly and take appropriate remedial action based on our findings.

Updating Existing Policies

Buying Sex While Travelling
While traveling on business for the company, employees, contractors, volunteers, interns, and any other company personnel, are prohibited from participating in sex buying activities of any kind, including in person or online. This policy applies to actions both on company work time and on personal time for the duration of the business travel. Failure to abide by this policy will result in disciplinary action, up to and including immediate termination.

Internet, Email, and Cell Phone Policy
All company personnel are expected to use the Internet, company-provided computers, phones, and email in an appropriate, ethical, and professional manner. The following actions are forbidden: using disparaging, abusive, profane or offensive language; creating, viewing or displaying materials that might adversely or negatively reflect upon the company or be contrary to the company's best interests; and engaging in any illegal activities including, but not limited to, piracy, cracking, extortion, blackmail, copyright infringement, and unauthorized access of any computers and company-owned equipment such as phones and laptops. Regarding usage of the Internet, company-owned email addresses, computers, and phones, company personnel are also expressly prohibited from engaging in activities pertaining to, or directly related to, buying sex.

December 12, 2022

TFZ Jefferson County	TFZ Outside Jefferson County
Bessemer	Alexander City
Birmingham	BH Photography
Birmingham City Council	Town of Camp Hill
Center Point	Dadeville
Fowler Davis, LLC	District Attorney's Office, 7 th Judicial Circuit of AL
Gardendale	Northport
Homewood	Opelika
Hoover	Oxford
Irondale	Rainbow City
Jefferson County City Council	Semmes
Jefferson County Mayors Association	South Vinemont
Lakeview	Coastal Alabama Community College (all Southwest campuses)
Mountain Brook	
Pinson	
Trafficking Hope	
Trussville	
The World Games 2022 Birmingham	
UAB School of Medicine	
Vestavia Hills	

- Each city signs a Proclamation declaring themselves a Trafficking Free Zone
- They commit to training their entire staff, law enforcement and first responders
- If they don't already have one, they commit to a Zero-Tolerance HR Policy that if any employee is soliciting commercial sex, they will be immediately terminated
- We then ask that the schools and community be educated through educational events and awareness and prevention programs



Tyler Slaten
56 Church Street
Mountain Brook, Alabama 35213
Telephone: 205/802-3811
Fax: 205.879.6913
slaten@mtbrook.org
www.mtbrook.org

Ladybird Taco Patio Permit

DATE: December 12, 2022
TO: Mayor, City Council & City Manager
FROM: Tyler Slaten, Senior Planner
RE: Sidewalk Café Permit for Ladybird Tacos, 300 Rele Street

In compliance with the Sidewalk Café Ordinance, the applicant requests a sidewalk café seating area with 5 tables and 14 chairs for Ladybird Taco in Lane Parke (see attached illustrations).

As required, the applicant has submitted a permit application, presented to, and been approved by, Village Design Review on November 16th.

The layout, as presented, does not impede pedestrian flow, and follows ADA guidelines.

To Whom It Concerns,

Ladybird Taco would love to add a patio to our space in Lane Parke to be a value add to the community.

We see this as 1 flowing space with high quality locally made outdoor tables and chairs (images attached below). The tables are made of metal and wood. The chairs are brushed metal.

We will maintain this space by cleaning hourly with our staff using appropriate cleaner, additionally, we will have a pressure wash service come monthly to ensure the space is staying free of stains on the concrete or brick.

In terms of the patio itself, we will keep the same aesthetic of the beautiful design Lane Parke Phase 2 already shows.

Below you will find pictures of the space, plans, pictures of our tables and chairs.

Please let me know if there are any questions.

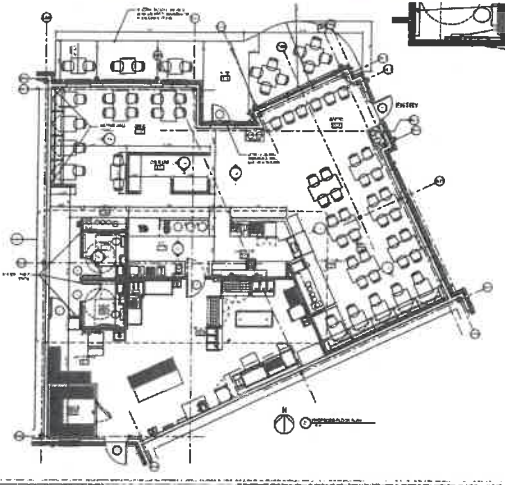
Cheers,
Brooks Veazey

APPENDIX 2



outdoor table finish





STATE OF ALABAMA)
JEFFERSON COUNTY)

INDEMNIFICATION and HOLD HARMLESS AGREEMENT
Operation of Sidewalk Café in Mountain Brook, Alabama

THIS AGREEMENT is entered into between Ladybird Taco BHM ("Restaurant Owner") and Lane Park Retail ("Property Owner"), hereinafter collectively "Owners," and the City of Mountain Brook, Alabama, an Alabama municipal corporation, hereinafter "City", to provide for indemnification by Owners to the City with respect to the operation and use of a sidewalk café in the City.

WHEREAS, the City has enacted a municipal ordinance addressing the operation and use of sidewalk cafes and requiring a revocable permit to lawfully operate a sidewalk café within the Villages of the City;

NOW THEREFORE, the parties agree as follows:

1. In consideration of the agreement and permission to operate and use a sidewalk café in the City, Owners, their heirs, agents, successors, and assigns (herein collectively "Owners") covenant and agree to indemnify, defend, save and hold harmless the City, its officers, agents, employees, successors, and assigns, (herein collectively "City") from all claims, demands, suits, proceedings, expenses, civil and criminal penalties and fines, damages, losses, reasonable attorneys' fees, and liabilities (collectively "Claims") arising from the operation or use of a sidewalk café. The existence of, or inadequacy of, insurance protection and coverage carried by Owners, in no way limits the indemnification agreement as stated herein.

2. This indemnification shall survive the cancellation, termination, or expiration of the agreement to use, revocable permit, and operation use term.

DONE and ENTERED into on this the 21st day of November, 2022

Brooks Veasey
Restaurant Owner
Ladybird Taco BHM LLC

J. T. Sims
Property Owner
Lane Park Retail, LLC

APPENDIX 2

- ✓ completing a final report that will include an executive summary, charts and graphs, GIS mapping, benchmarking analysis, importance-satisfaction analysis, tables showing the results to all questions on the survey, and a copy of the survey instrument.
- ✓ making one on-site presentation of the survey results to the City.

ARTICLE I: SCOPE OF SERVICES

1. **Overview of Services to Be Performed.** ETC Institute will design and administer a citizen survey for the City of Mountain Brook, AL. The survey will be designed and administered during the spring of 2023. ETC Institute will provide a draft report within 8 weeks of the time the survey is approved by the City. ETC Institute will provide a final report within 1 week of receiving feedback from the City on the draft report.
2. **Maximum fixed fee.** The total fee for the project is \$17,500.
3. **ETC Institute's responsibilities.** The tasks that will be performed by ETC Institute as part of this agreement include the following:
 - ✓ finalizing the methodology for administering the survey based on input from the City.
 - ✓ designing a resident survey instrument that is up to 15 minutes in length (6-7 pages).
 - ✓ creating the online survey
 - ✓ selecting a random sample of households to be surveyed
 - ✓ setting up the database
 - ✓ conducting a pretest of the survey instrument
 - ✓ completing 400 surveys by a combination of mail and internet (ETC Institute's costs include all labor, postage and printing associated with the administration of the survey). The results of a random sample of 400 completed surveys will have a precision of at least +/-5% at the 95% level of confidence.
 - ✓ conducting data entry and quality control review for all completed surveys
 - ✓ providing complete printouts of the data
 - ✓ conducting benchmarking analysis that shows how the results for Mountain Brook compare to other communities regionally and nationally.
 - ✓ conducting importance-satisfaction analysis to identify the types of improvements that will have the most impact on satisfaction with city services.

4. Responsibilities for the City of Mountain Brook will include the following:
 - ✓ approving the survey instrument
 - ✓ providing a cover letter for the mail version of resident surveys
 - ✓ providing GIS shapefiles that show the boundaries of the City

ARTICLE II: PAYMENT FOR SERVICES

1. Invoices will be submitted throughout the duration of the project, for a total project fee of \$17,500. Invoices will be sent as follows:
 - Invoice #1: Design Survey and Develop Sampling Plan (20%): \$3,500
 - Invoice #2: Survey Approved for Printing and Mailing: (30%): \$5,250
 - Invoice #3: Survey Administration Complete (30%): \$5,250
 - Invoice #4: Final Report Delivered (20%): \$3,500

ARTICLE III: MISCELLANEOUS PROVISIONS

1. **Change in Scope.** The Scope of Services for this contract shall be subject to modification or supplement upon the written agreement of the contracting parties. Any such modification in the Scope of Services shall be incorporated in this agreement by supplemental agreement executed by the parties.
2. **Termination of Contract.** This agreement may be terminated by either party upon 14 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If the contract is terminated by the City, the City shall reimburse ETC Institute for the full value of any tasks that have been initiated, up to the total amount of the next scheduled invoice.

APPENDIX 3

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their duly authorized officers.

Sam Gaston, City Manager
City of Mountain Brook

Date _____

Greg Emas, CFO
ETC Institute

Date _____



2023 City of Mountain Brook Citizen Survey

Please take a moment to complete this survey. Your input is an important part of the City's ongoing effort to involve citizens in long-range planning and investment decisions. If you have questions, please contact Sam Gaston, City Manager, at (205) 802-3803, or gastons@mtbrook.org

1. **OVERALL SATISFACTION WITH CITY SERVICES.** Using a scale of 1 to 5 where 5 means "Very Satisfied" and 1 means "very dissatisfied," please rate your satisfaction with each of the services listed below.

City Services	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
01. Overall quality of public safety services (e.g., police, fire, ambulance)	5	4	3	2	1	9
02. Overall quality of City parks and recreation programs and facilities	5	4	3	2	1	9
03. Overall maintenance of City streets and facilities	5	4	3	2	1	9
04. Overall enforcement of City codes and ordinances	5	4	3	2	1	9
05. Overall quality of customer service you receive from City employees	5	4	3	2	1	9
06. Overall effectiveness of City communication with the public	5	4	3	2	1	9
07. Overall quality of public library facilities and services	5	4	3	2	1	9
08. Overall flow of traffic and congestion management in the City	5	4	3	2	1	9

2. Which THREE of these items do you think should receive the most emphasis from City leaders over the next THREE years? [Write your answers below using the numbers from the list in Question 1.]

1st. _____ 2nd. _____ 3rd. _____

3. Several items that may influence your perception of the City of Mountain Brook are listed below. Please rate your satisfaction with each item on a scale of 1 to 5 where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

How would you rate The City of Mountain Brook:	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
01. Overall quality of services provided by the City of Mountain Brook	5	4	3	2	1	9
02. Overall value that you receive for your City tax dollars and fees	5	4	3	2	1	9
03. Overall image of the City	5	4	3	2	1	9
04. Overall quality of life in the City	5	4	3	2	1	9
05. Overall appearance of the City	5	4	3	2	1	9

4. Please rate the City of Mountain Brook with your satisfaction with each item on a scale of 1 to 5 where 5 means "Excellent" and 1 means "Poor."

How would you rate The City of Mountain Brook:	Excellent	Good	Neutral	Below Average	Poor	Don't Know
01. As a place to live	5	4	3	2	1	9
02. As a place to raise children	5	4	3	2	1	9
03. As a place to educate your children	5	4	3	2	1	9
04. As a place to play and for leisure	5	4	3	2	1	9
05. As a place to work	5	4	3	2	1	9

5. PUBLIC SAFETY. For each of the items listed, please rate your satisfaction on a scale of 1 to 5 where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

Public Safety	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
01. Overall quality of local police protection	5	4	3	2	1	9
02. The visibility of police in neighborhoods	5	4	3	2	1	9
03. The visibility of police in retail areas	5	4	3	2	1	9
04. The City's efforts to prevent crime	5	4	3	2	1	9
05. How quickly police respond to emergencies	5	4	3	2	1	9
06. Enforcement of local traffic laws	5	4	3	2	1	9
07. The attitude and behavior of Police Department personnel toward residents	5	4	3	2	1	9
08. Overall quality of local Fire Protection Services	5	4	3	2	1	9
09. Overall quality of Emergency Medical Services including Ambulance Service	5	4	3	2	1	9
10. Emergency Preparedness/Emergency Management	5	4	3	2	1	9
11. Fire safety you feel while in businesses, restaurants and churches.	5	4	3	2	1	9
12. Attitude of respect, caring, and sense of importance for helping others displayed by fire department personnel	5	4	3	2	1	9
13. Fire, life safety and CPR educational programs	5	4	3	2	1	9
14. Quality of animal control	5	4	3	2	1	9
15. Enforcement of speed limits in neighborhoods	5	4	3	2	1	9
16. Professional appearance of the fire department personnel, equipment and/or fire stations	5	4	3	2	1	9

6. Which THREE of the public safety items listed above do you think should receive the most emphasis from City leaders over the next THREE Years? [Write your answers below using the numbers from the list in Question 5.]

1st. _____ 2nd. _____ 3rd. _____

7. Have you ever called the Mountain Brook Public Safety Call Center?
 _____ (1) Yes (Go to Q7a) _____ (2) No (Go to Q8)

7a. If "yes" to Question 7, how was your service?

	YES	NO
01. Was your call answered in a timely manner?	1	2
02. Were you treated professionally?	1	2
03. Did the call taker's action result in a satisfactory resolution?	1	2

8. On a scale of 1 to 4 where 4 means "Very Safe" and 1 means "Very Unsafe," please rate how safe you feel in:

How safe do you feel	Very Safe	Somewhat Safe	Somewhat Unsafe	Very Unsafe	Don't Know
01. In your neighborhood during the day	4	3	2	1	9
02. In your neighborhood at night	4	3	2	1	9
03. In the City parks	4	3	2	1	9
04. In commercial and retail areas	4	3	2	1	9
05. Overall feeling of safety in Mountain Brook	4	3	2	1	9

13. CITY LIBRARY. Please rate your satisfaction with the following aspects of the Emmet O'Neal Library print and digital collections on a scale of 1 to 5 where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

Emmet O'Neal Library Print and Digital Collections	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
01. Books	5	4	3	2	1	9
02. Newspapers and magazines	5	4	3	2	1	9
03. Audiobooks	5	4	3	2	1	9
04. DVD's	5	4	3	2	1	9
05. Music CD's	5	4	3	2	1	9
06. E-books	5	4	3	2	1	9
07. Downloadable audiobooks	5	4	3	2	1	9
08. Digital magazines	5	4	3	2	1	9
09. Streaming TV and movies	5	4	3	2	1	9
10. Streaming music	5	4	3	2	1	9
11. Online resources – financial, genealogy, instruction	5	4	3	2	1	9

14. Which THREE of the library items listed above do you think should receive the most emphasis from City leaders over the next THREE Years? [Write your answers below using the numbers from the list in Question 13.]

1st. _____ 2nd. _____ 3rd. _____

15. PARKS AND RECREATION. For each of the items listed, please rate your satisfaction on a scale of 1 to 5 where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

Parks and Recreation	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
01. Maintenance of City parks	5	4	3	2	1	9
02. Number of City parks (currently 7)	5	4	3	2	1	9
03. Number of walking trails	5	4	3	2	1	9
04. Maintenance of walking trails	5	4	3	2	1	9
05. Amenities in City parks (playgrounds, restrooms, pavilions, etc.)	5	4	3	2	1	9
06. Dog parks	5	4	3	2	1	9

16. YOUTH RECREATION PROGRAMS (Run by Volunteer Organizations). For each of the items listed, please rate your satisfaction on a scale of 1 to 5 where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

Youth Recreation Programs	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
07. Youth athletic programs Mountain Brook Athletics	5	4	3	2	1	9
08. Youth athletic programs Mountain Brook Lacrosse	5	4	3	2	1	9
09. Youth athletic programs Mountain Brook Soccer	5	4	3	2	1	9
10. Ease of registering for programs	5	4	3	2	1	9
11. Fees charged for recreational programs	5	4	3	2	1	9
12. Number of outdoor athletic fields/facilities (baseball, soccer, softball, lacrosse, and football)	5	4	3	2	1	9
13. Quality of outdoor athletic fields/facilities (baseball, soccer, softball, lacrosse, and football)	5	4	3	2	1	9

17. Which THREE of the parks and recreation items listed above in Questions 15 and 16 do you think should receive the most emphasis from City leaders over the next THREE Years? [Write your answers below using the numbers from the list in Question 16.]

1st. _____ 2nd. _____ 3rd. _____

18. How often do you use City Parks & Agendas Council/2022/20221212 Minutes.docx
 _____ (1) Weekly _____ (2) Monthly _____ (3) Seldom _____ (4) Never

9. ENFORCEMENT OF CODES AND ORDINANCES For each of the items listed, please rate your satisfaction on a scale of 1 to 5 where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

Codes and Ordinances	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
01. Enforcing the clean-up of litter/debris on private property	5	4	3	2	1	9
02. Enforcing the mowing/trimming of private property	5	4	3	2	1	9
03. Enforcing the maintenance of residential property (exterior of homes)	5	4	3	2	1	9
04. Enforcing the maintenance of business property	5	4	3	2	1	9
05. Enforcing codes designed to protect public safety	5	4	3	2	1	9
06. Enforcing sign regulations	5	4	3	2	1	9

10. CITY MAINTENANCE. For each of the items listed, please rate your satisfaction on a scale of 1 to 5 where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

City Maintenance	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
01. Maintenance of major City streets	5	4	3	2	1	9
02. Maintenance of sidewalks	5	4	3	2	1	9
03. Maintenance of street signs	5	4	3	2	1	9
04. Maintenance of traffic signals	5	4	3	2	1	9
05. Maintenance of City buildings	5	4	3	2	1	9
06. Mowing and trimming along streets and other public areas	5	4	3	2	1	9
07. Adequacy of City street lighting	5	4	3	2	1	9
08. Overall cleanliness of City streets/other public areas	5	4	3	2	1	9
09. Maintenance of the Commercial Villages	5	4	3	2	1	9

11. Which THREE of the maintenance/public works items listed above do you think should receive the most emphasis from City leaders over the next THREE Years? [Write your answers below using the numbers from the list in Question 10.]

1st. _____ 2nd. _____ 3rd. _____

12. CITY LIBRARY. Please rate your satisfaction with the following aspects of the Emmet O'Neal Library programs and services on a scale of 1 to 5 where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

Emmet O'Neal Library Programs and Services	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
01. Hours of operation	5	4	3	2	1	9
02. Staff available to assist patrons	5	4	3	2	1	9
03. Programs for adults	5	4	3	2	1	9
04. Programs for teens	5	4	3	2	1	9
05. Programs for children	5	4	3	2	1	9
06. Computers with internet	5	4	3	2	1	9
07. Wireless internet	5	4	3	2	1	9
08. Copying, printing and scanning	5	4	3	2	1	9
09. Makerspace with 3D printer	5	4	3	2	1	9
10. Study space	5	4	3	2	1	9
11. Meeting room rental	5	4	3	2	1	9

19. How often do you use City parks?
 _____ (1) Weekly _____ (2) Monthly _____ (3) Seldom _____ (4) Never

20. How often do you use City sport fields?
 _____ (1) Weekly _____ (2) Monthly _____ (3) Seldom _____ (4) Never

21. What amenities would you like to see added to City parks, trails, and/or sports fields?

22. CITY COMMUNICATION. For each of the items listed, please rate your satisfaction on a scale of 1 to 5 where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

City Communication	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
01. Availability of information about City programs/services	5	4	3	2	1	9
02. Level of public involvement in local decision making	5	4	3	2	1	9
03. Quality of Quarterly City newsletter	5	4	3	2	1	9
04. The quality of the City's web page	5	4	3	2	1	9
05. Transparency of City government/the City's willingness to openly share information with the community	5	4	3	2	1	9
06. Quality of information available on the Animal Control, Fire and Police Facebook pages	5	4	3	2	1	9
07. Quality of City social media (i.e. Facebook, Twitter, Instagram, etc.)	5	4	3	2	1	9

23. Do you find the City's quarterly newsletter (The Reporter) informative and useful?
 _____ (1) Yes _____ (2) No _____ (9) Don't know

24. Would you be interested in receiving the City's quarterly newsletter (The Reporter) electronically, either from an email or from the City's website?
 _____ (1) Yes _____ (2) No _____ (9) Don't know

25. How often do you visit the City's website (www.mtnbrook.org)?
 _____ (1) Weekly _____ (2) Monthly _____ (3) Seldom _____ (4) Never

26. If you have used the City's website (www.mtnbrook.org) what information were you seeking? (Check all that apply.)
 _____ (1) News/announcements _____ (3) Contact information _____ (5) Other: _____
 _____ (2) Meeting information _____ (4) Report a problem

27. What information would you like to see added or improved on the website?

28. Do you have access to the internet at home? _____ (1) Yes (Go to 27a & b) _____ (2) No (Go to Q28)

28a. If yes, do you have high speed internet access at your home?
 _____ (1) Yes (Go to Q27b) _____ (2) No (Go to Q28) _____ (9) Don't know

28b. If yes, what do you have?
 _____ (1) DSL modem _____ (2) Cable modem _____ (9) Not sure/Don't know

29. How often do you use public WiFi networks (anywhere)?
 _____ (1) Weekly _____ (2) Monthly _____ (3) Seldom _____ (4) Never

30. Have you used one of the City's new public WiFi networks (Crestline, Overton Park, MBHS or adjacent Athletic Complex, Library, Rathmell Park, Mountain Brook Elementary and Soccer Field, Brookwood Forest Elementary and Soccer Field, or English Village)?
 _____ (1) Yes _____ (2) No

31. Have you contacted the City with a question, problem, or complaint during the past year?
 ___ (1) Yes [Go to Q30a & Q30b] ___ (2) No [Go to Q31]
- 31a. Which City department did you contact most recently? _____
- 31b. Several factors that may influence your perception of the quality of customer service you receive from City employees are listed below. Using a scale of 1 to 5 where 5 means "always" and 1 means "never", please rate your satisfaction with the customer service you received from the City department you listed in Q30a.

MINUTE BOOK

Customer Service	Always	Usually	Sometimes	Seldom	Never	Don't Know
01. They were easy to contact	5	4	3	2	1	9
02. They were courteous and polite	5	4	3	2	1	9
03. They gave prompt, accurate, & complete answers to questions	5	4	3	2	1	9
04. They did what they said they would do in a timely manner	5	4	3	2	1	9
05. They helped you resolve an issue to your satisfaction	5	4	3	2	1	9

32. **CITY LEADERSHIP.** For each of the items listed, please rate your satisfaction on a scale of 1 to 5 where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."
- | City Leadership | Very Satisfied | Satisfied | Neutral | Dissatisfied | Very Dissatisfied | Don't Know |
|--|----------------|-----------|---------|--------------|-------------------|------------|
| 01. Overall quality of leadership provided by the City's elected officials | 5 | 4 | 3 | 2 | 1 | 9 |
| 02. Overall effectiveness of appointed boards and commissions | 5 | 4 | 3 | 2 | 1 | 9 |
| 03. Overall effectiveness of the Department Heads and staff | 5 | 4 | 3 | 2 | 1 | 9 |

33. What priority would you rank the following projects? [please rank priority, with 1 being the HIGHEST priority and 8 being the LOWEST priority]
- ___ (1) Expanded fire protection
 - ___ (2) Expanded police protection
 - ___ (3) Road resurfacing
 - ___ (4) Expanded recycling program
 - ___ (5) New parks and recreation fields
 - ___ (6) Expansion of trails and sidewalks
 - ___ (7) Stormwater system improvements
 - ___ (8) Parking and traffic congestion improvements

BUSINESS AND ECONOMIC DEVELOPMENT

34. Using a five-point scale where 5 means "much too slow" and 1 means "much too fast", please rate the City's current pace of development in each of the following areas.

Economic Development	Much Too Slow	Slow	Just Right	Fast	Much Too Fast	Don't Know
01. Office development	5	4	3	2	1	9
02. High density business development	5	4	3	2	1	9
03. Mixed use development	5	4	3	2	1	9
04. Single-family residential development	5	4	3	2	1	9
05. Retail development	5	4	3	2	1	9

35. In general, how supportive are you of having the City use incentives to attract businesses?
 ___ (1) Very supportive ___ (2) Somewhat supportive ___ (3) Not sure ___ (4) Not supportive
36. How often do you typically go outside Mountain Brook city limits to shop?
 ___ (1) Every day ___ (2) A few times per week ___ (3) At least once a week ___ (4) A few times per month ___ (5) A few times per year ___ (6) Seldom or never
37. Please rank from 1 to 5 the preferred method of being reminded to shop local in the City of Mountain Brook, with 5 being "most preferred", and 1 being "least preferred".
 ___ (1) Local newspaper ___ (2) Radio ___ (3) Posters ___ (4) Facebook postings ___ (5) Chamber of Commerce generated e-mails

OTHER ISSUES

38. **TRASH SERVICES.** For each of the items listed, please rate your satisfaction on a scale of 1 to 5 where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

Trash Service	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
01. Residential Trash collection services	5	4	3	2	1	9
02. Brush and bulky removal services	5	4	3	2	1	9
03. Recycling programs	5	4	3	2	1	9
04. Litter control along major streets	5	4	3	2	1	9
05. Leaf Collection	5	4	3	2	1	9

39. How often do you recycle?
 ___ (1) Weekly ___ (2) Monthly ___ (3) Seldom ___ (4) Never
40. The City, along with Homewood, are the only municipalities in Alabama that provide back door garbage pick up, which is very costly. How important is this special service to you?
 ___ (1) Very Important ___ (2) Somewhat Important ___ (3) Not Important ___ (4) I take my garbage to the street ___ (5) Not Important ___ (6) Don't know ___ (7) Not Important ___ (8) Don't know ___ (9) Don't know
- 40a. In the past, the City imposed a garbage fee to help pay for part of the cost of the back door service. If, due to budgetary issues in the future, it becomes necessary to reinstate a fee to maintain this service, would you be in favor?
 ___ (1) Yes ___ (2) No ___ (3) Maybe
- 40b. What is the amount you would be willing to pay per year to continue having back door service, rather than curbside service?
 ___ (1) \$300-\$399 per year ___ (2) \$200-\$299 per year ___ (3) Less than \$200 per year
- 40c. Do you prefer twice a week curbside garbage service versus once a week back door garbage service?
 ___ (1) Yes ___ (2) No ___ (3) Maybe

DEMOGRAPHICS

41. How many in your household (counting yourself) are in the following age groups?
 Under age 5 ___ Ages 15-19 ___ Ages 35-44 ___ Ages 65-74 ___
 Ages 5-9 ___ Ages 20-24 ___ Ages 45-54 ___ Ages 75+ ___
 Ages 10-14 ___ Ages 25-34 ___ Ages 55-64 ___
42. Approximately how many years have you lived in the City of Mountain Brook?
 ___ (1) Less than 5 years ___ (2) 5-10 years ___ (3) 11-20 years ___ (4) More than 20 years
43. How many people in your household work within the City limits of Mountain Brook? _____
44. Do you own or rent your current residence? ___ (1) Own ___ (2) Rent
45. What is your age? _____
46. Would you say your annual gross household income is:
 ___ (1) Under \$50,000 ___ (2) \$50,000 to \$79,999 ___ (3) \$80,000 to \$119,999 ___ (4) \$120,000 to \$199,999 ___ (5) \$200,000 or more
47. Your gender: ___ (1) Male ___ (2) Female
48. Comments? _____

This concludes the survey. Thank you for your time!
 Please return your completed survey in the enclosed postage-paid envelope addressed to:
 ETC Institute, 725 W. Frontier Circle, Olathe, KS 66061

Your responses will remain completely confidential. The information printed to the right will ONLY be used to help identify which areas of the City are having difficulties with City services. If your address is not correct, please provide the correct information. Thank you.

APPENDIX 3

Proposal for Design Services
for

**TOT LOT AT CRESTLINE VILLAGE
CONSTRUCTION DOCUMENTS**

Compensation
Based on a preliminary construction budget of \$681,000, we have developed a fee following the Alabama Division of Construction Management Schedule of Basic Fees applicable to a Building Group III project. The fee will be determined as a percentage of the Cost of Work due to interest from the stakeholder group to increase the scope of the project. Using the preliminary construction budget as a basis, the design fee for this project would be 7.6%. In order to accommodate structural, electrical, and mechanical engineering design for the project, the fee would be subject to an adjustment to 8.1% of total construction of \$55,161.00.

Basic Services Fee	10%	\$5,516.10
Schematic Design	25%	\$13,790.25
Design Development	50%	\$27,580.50
Construction Documents	5%	\$2,758.05
Bidding	10%	\$5,516.10
Construction Administration		\$5,516.10
Total Fee		\$55,161.00

Prepared For:
City of Mountain Brook
Attn: Shanda Williams

Prepared By:
Brasher Design Studio

APPENDIX 4



Date: November 21, 2022

City of Mountain Brook, Alabama
Attn: Shanda Williams, Mountain Brook Parks and Recreation Director

RE: Proposal for the Tot Lot at Crestline Village Construction Documents

Shanda,

Brasher Design Studio, LLC is pleased to submit this proposal to the City of Mountain Brook for the development of construction documents for the Crestline Tot Lot. It would be an honor to assist the City with the design for this treasured community park.

Please see below for our team and the understanding of the scope of services for this project.

Project Team

Project Lead	Brasher Design Studio
Civil Engineer	Caprine Engineering
Structural Engineer	Live Oak Engineering

Architect, Mechanical Engineer, Electrical Engineer, Playground Company - TBD

Scope of Services

The overall design process will address the development of the site with the following elements under consideration:

- Site Design and Hardscapes – paving, walls, steps, ramps and fence
- Circulation and Accessibility – pedestrian and vehicular flow, ADA access
- Site Furnishings – benches, tables, trash receptacles, bike racks, etc.
- Playground Equipment and Surfacing
- Electrical Design – area and building lighting, outlet receptacles
- Structures – restroom, pavilion, arbors
- Grading and Stormwater Management
- Planting Design and Irrigation
- Coordinate all work with the city of Mountain Brook – Shanda Williams

Schematic Design: Conceptual Master Site Plan will be finalized after meeting with stakeholders. Master Site Plan Rendering will be completed for use in fundraising efforts.

Design Development: With comments from the Schematic Design all elements will be further developed and presented for design development. Revisions will be made based on comments.

Construction Docs: With comments made from the Design Development phase we will prepare plans & specifications required for pricing and construction.

Deliverables are:

- Site Civil Engineered Drawings
- Architectural Drawings
- Structural Drawings
- Electrical Drawings
- Mechanical Drawings
- Playground Plan
- Landscape Plan
- Planting Plan
- Irrigation Plan
- All supporting details and specifications.

Advertise for Bidding: Prepare documents for public bid.

Construction Admin: Periodic site visits. General Contractor and Owner coordination.

Compensation

Basic Services Fee

Based on a preliminary construction budget of \$681,000, we have developed a fee following the Alabama Division of Construction Management Schedule of Basic Fees applicable to a Building Group III project. The fee will be determined as a percentage of the Cost of Work due to interest from the stakeholder group to increase the scope of the project. Using the preliminary construction budget as a basis, the design fee for this project would be 7.6%. In order to accommodate structural, electrical, and mechanical engineering design for the project, the fee would be subject to an adjustment to **8.1% of total construction or \$55,161.**

Schematic Design	10%	\$5,516.10
Design Development	25%	\$13,790.25
Construction Documents	50%	\$27,580.50
Bidding	5%	\$2,758.05
Construction Administration	10%	\$5,516.10
Total Fee:		\$55,161.00

Reimbursable Expenses

Reimbursable Expenses are project-related expenses that accrue over the course of design phases of a project. The following expenses are reimbursable, and will be invoiced monthly as incurred at 1.2 times our cost:

- Printing/mounting and material costs including drawings for presentations, meetings, contractor pricing, permitting and discussion purposes. For budgetary purposes, we recommend an allowance of \$500 be established for project related printing and material expenses.
- Out of town travel expenses, lodging, and meals directly associated with the project and incurred by our employees will be considered a reimbursable expense.
- Automobile travel associated with the project and incurred by our employees will be invoiced at \$0.625/ mile.
- Documentation of existing conditions, and during construction.

Additional Services

Additional services are services outside of the scope noted herein, or services that were not anticipated at the writing of this agreement, or are special services requested by the

Owner. Should additional Services be required during this project, we will notify the Owner prior to commencing said work. Approved Additional Services for in-house design or administration services will be invoiced at \$150 per hour.

- Construction staking and as-built hardscape
- Geotechnical Report
- Tree Tagging
- LEED administration
- Materials Testing and Stormwater Permit
- Wayfinding Signage
- As-Built Illustrative Renderings
- Materials Testing and Stormwater Permit

Payment Terms

Professional services will be invoiced monthly in accordance with the status of the work. Payment is due 30 days from the invoice date and is considered past-due thereafter.

Liability Insurance

Brasher Design Studio, LLC maintains general liability and professional liability insurance coverage. A copy of our insurance certificates are available upon request.

Project Schedule

Brasher is prepared to begin these services immediately upon notice. Work to be performed on the schedule set by the owner. It is our understanding that the project's desired schedule is to complete the construction of the park by the end of 2023.

If this proposal meets your approval, please signify by adding your signature below and sending back to me.

Best regards,

Dale Brasher, PLA
Principal
Brasher Design Studio, LLC

APPENDIX 4

Agreement for design services for the Tot Lot at Crestline Village Construction Documents

City of Mountain Brook _____ Date 12-12-2022

Brasher Design Studio _____ Date 11.21.2022

Proposal for Design Services
for

**BROOKWOOD FOREST FIELD
IMPROVEMENTS
CONCEPTUAL MASTER PLAN**

Prepared For:
City of Mountain Brook
Attn: Shanda Williams

Prepared By:
Brasher Design Studio



Date: November 21, 2022

City of Mountain Brook, Alabama
Attn: Shanda Williams, Mountain Brook Parks and Recreation Director

RE: Proposal for the Brookwood Forest Field Improvements Conceptual Master Plan

Shanda,

Brasher Design Studio, LLC is pleased to submit this proposal to the City of Mountain Brook for the development of a Conceptual Master Plan for improvements to the Brookwood Forest Elementary Field recreational facility. It would be an honor to assist the City with this design. Please find below the following understanding of the project scope of services.

Scope of Services

Using Google aerial images and/or topographic survey or existing surveys provided by City we will create a base site plan file showing all existing conditions and proposed conditions. We will provide a Conceptual Master Plan for improvements to the existing recreational facility. Potential improvements to the facility include adding a new restroom building, a new access road to the field, a pavilion, sidewalks, landscaping and explore other opportunities to maximize the space. The intent is to keep as many trees as possible to maintain the character of the wooded area.

Task 1. Existing Conditions and Site Analysis

- Develop a project base map with survey and/or aerial photography
- Review and assess of site and facility use
- Inventory and condition assessment
- Analysis of terrain and soil characteristics
- Evaluation of existing pedestrian and vehicular accessibility
- Evaluation of viewsheds

Task 2. Conceptual Master Plan Development

- Kickoff meeting with owner
- Recommendations/development of site-specific amenity opportunities
- Delivery of site plan for review through digital media
- Delivery of projected cost analysis of improvements

APPENDIX 5

PO Box 530307
Mountain Brook, AL 35253

(e) dale@brasherdesignstudio.com

(p) 205.495.5433

- Meet with the owner for the finalization of input and approval

Task 3. Final Conceptual Master Plan

- Production and delivery of the final conceptual master plan and cost estimate through digital media
- Meet with the owner for the review of the final plan and cost estimate

Deliverables

- (1) One first draft Conceptual Master Plan for the improvement of the existing park with character images for review, feedback, and revision requests. Delivered digitally.
- (1) One Conceptual Construction Cost Estimate to provide the owner with the projected costs.
- (1) One Final Conceptual Master Site Plan Rendering with character images. Changes from the first conceptual master plan review will be included in this plan. After receipt of the final plan, revision requests will be allowed through after more review. Delivered digitally and large print.
- (1) One Final Conceptual Construction Cost Estimate to provide the owner the anticipated project costs.

Design Fee: Lump Sum of \$5,900

After the final conceptual master plan is complete, and upon your request, we can provide a fee for the implementation of the conceptual design that will include construction documents, bidding, and construction administration.

Reimbursable Expenses

Reimbursable Expenses are project-related expenses that accrue over the course of design and construction phases of the project. The following expenses are reimbursable, and will be invoiced monthly as incurred at 1.2 times our cost:

- All printing/mounting and material costs including drawings for presentations, meetings, contractor pricing, permitting, and discussion purposes.

Additional Services

The following are other services that may be provided as additional services, if agreed to in advance by you and Brasher Design Studio. Items requested after Final Conceptual Master Plan is complete or not in the scope above will be considered additional including but not limited to:

- Topographical Survey
- Geotechnical Report
- Construction Documents (Hardscape, Landscape, Irrigation, Pavilion, Grading Plans, Utility Plans, Structural, Tree Tagging)
- More revision requests than what is outlined in this proposal
- Construction staking and as-built plans
- Construction Administration
- Materials Testing and Stormwater Permit
- Wayfinding Signage

Any additional services will be billed at \$150/hr.

Payment Terms

Professional services will be invoiced monthly in accordance with the status of the work. Payment is due 30 days from the invoice date and is considered past-due thereafter.

Liability Insurance

Brasher Design Studio, LLC maintains general liability and professional liability insurance coverage. A copy of our insurance certificates are available upon request.

Project Schedule

Brasher Design Studio is prepared to begin these services immediately upon receipt of signed design contract. Work to be performed in the schedule set by the client. It is our understanding that the proposed work is to be designed in the first quarter of 2023.

If this proposal meets your approval, please signify by adding your signature below and sending back to me. We are excited and look forward to working with you on the development of a Conceptual Master Plan for the Brookwood Forest Elementary School Field Improvements.

Best regards,

Dale Brasher, PLA
Principal
Brasher Design Studio, LLC



Agreement for design services for the Brookwood Forest Elementary Field Improvements


 _____ 12-12-2022
 City of Mountain Brook Date


 _____ 11/21/2022
 Brasher Design Studio Date

APPENDIX 5

PO Box 530307
Mountain Brook, AL 35253

(e) dale@brasherdesignstudio.com

(p) 205.495.5433

- 4 -

Bee City USA

As an extension of the green initiatives already in place for the City of Mountain Brook, such as:

Mayor's **Green Villages Initiative**, transitioning from gas-powered to electric battery leaf blowers and weed eaters (maybe mowers) for city villages and parks (supports reduced noise and pollution);

Annual Paper Recycling/E-Waste Day;

As described by Shanda Williams, Parks Director, the city is currently **expanding pollinator friendly habitats and using pesticides and herbicides in a judicious manner** consistent with the Bee City Resolution.

Bee City USA fosters ongoing dialogue in urban areas to **raise awareness of the role native pollinators play** in our communities and what each of us can do to provide them with healthy habitat.

Incorporated cities, towns, and communities across America are invited to **make pollinator-friendly commitments** and become certified as a Bee City USA affiliate.



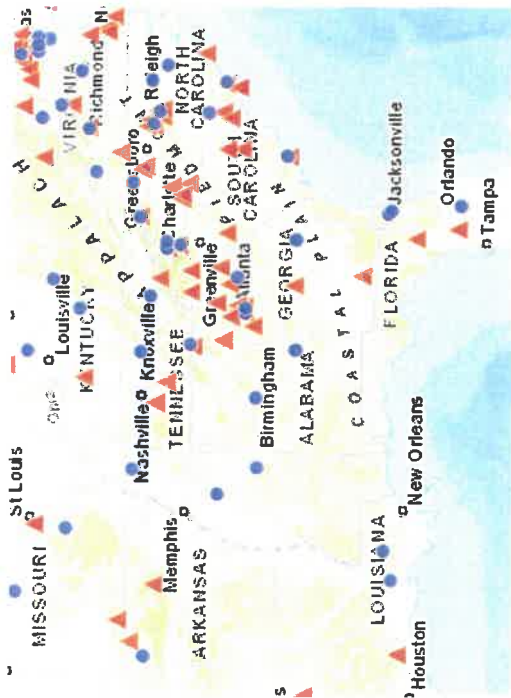
Pollinator Conservation: Playing Your Part

Bee City USA galvanizes communities to sustain pollinators by providing them with healthy habitat, rich in a variety of native plants, and free to nearly free of pesticides.

The Bee City USA affiliates program endorses a set of commitments, defined in an adopted resolution, for creating sustainable habitats for pollinators, which are vital to feeding the planet.



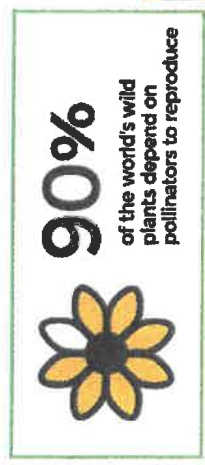
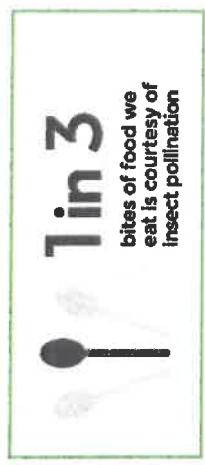
MINUTE BOOK 93



170 Bee City USA Affiliates
 322 Total City & Campus Affiliates
 45 States, plus DC and Puerto Rico

There are currently 170 Bee City USA affiliates across the country that are making an impact in protecting pollinators by raising awareness, establishing and enhancing habitats, and celebrating the achievements of the volunteers leading the effort.

Mountain Brook would be the first Bee City affiliate in the state of Alabama. There are two Bee City Campus affiliates in the state of Alabama; UAB and Auburn University.



APPENDIX 6

As part of your certification

As a proud Bee City USA affiliate, we ask that you:



Annually celebrate being a Bee City USA community with a Proclamation and public awareness activities.



Publicly acknowledge your commitment through signage, web links and Facebook page



Following the Renewal Application guidelines and paying an annual renewal fee, proudly share your achievements with Bee City USA to renew your designation

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MINUTE BOOK 93

Bee City USA affiliates commit to:

- Establish a standing **Bee City USA** committee to advocate for pollinators.
- **Create and enhance pollinator habitats** on public and private land through **increasing the abundance of native plants and reducing the use of pesticides.**
- **Incorporate pollinator-conscious practices** into city or county policies and plans.
- **Host an annual pollinator awareness event.**
- **Publicly acknowledge Bee City USA affiliation** with signs and online presence.
- **Annually apply for renewal and report on the previous year's activities.**
- **Pay an initial application fee and annual renewal fee.**

APPENDIX 6



Events

Bee City USA affiliates commit to host or co-host at **least one pollinator awareness event each year.** The focus of these events should be on native pollinators and the steps we can take to conserve them.

Signage

All affiliates are encouraged to **display signage** focused on pollinator conservation and publicly acknowledge their affiliation with signs.

On-Line Presence

Affiliates also maintain an **online presence to share information** about their activities as well as their native plant list, native plant supplier list, and integrated pest management plan.

Affiliates pay an **initial application fee** and an **annual renewal fee** scaled to their **population size** for cities and student enrollment for campuses.



Pay the application fee.

- \$ 100 (population <9,999)
- \$ 200 (population 10,000 - 24,999)
- \$ 300 (population 25,000 - 49,999)
- \$ 400 (population 50,000 - 99,999)
- \$ 500 (population >100,000)

Pollinator Habitats, Native Plant Lists, and Suppliers
Create and enhance pollinator habitat on public and private land by **increasing the abundance of native plants and providing nest sites.**

Affiliates commit to creating or enhancing pollinator habitat on public and private land each year. To assist with habitat creation and provide guidance for the community, affiliates **create a native plant list and native plant supplier list. *These lists should be complete by your first renewal.***

Reduce the use of pesticides
Create and **adopt an integrated pest management (IPM) plan** designed to prevent pest problems, reduce pesticide use, and expand the use of non-chemical pest management methods. ***The IPM plan should be developed over the first few years of affiliation.***

Publicly acknowledge Bee City USA affiliation with signs and an online presence

Affiliates commit to **display at least one sign designating their community as a Bee City USA affiliate. *Xerces provides the artwork for these signs and encourages affiliates to work with local sign makers to have them printed.***

Affiliates also **commit to maintaining an online presence** where they **share information about their activities as well as their native plant list, native plant supplier list, and integrated pest management plan.**



▲ *Bees stings will improve habitat for pollinators increase the chances of people getting stung*

Native bees rarely sting people, in fact male bees aren't able to sting at all and many native bees are too small to sting humans. Most stings are from wasps which are often defensive of their nests.

Steps for Affiliate Certification and First Year

- Create adopted resolution and submit with Application for Certification (pay \$200 application fee)
- Form BeeCity Committee (3 individuals plus one staff member from lead department and council liaison)
- Create a native plant list and native plant supplier list
- Create and adopt an integrated pest management (IPM) plan
- Host at least one local Pollinator Awareness Event
- Display at least one BeeCity USA sign
- Maintain an on-line presence promoting pollinator awareness and best practices

Access to Training Opportunities

Affiliates will be invited to attend *training opportunities, workshops, and webinars* on a variety of topics including *Integrated Pest Management, planting to support pollinators, and outreach and education.*

Support From Pollinator Conservation Experts

Affiliates can *gain access to pollinator conservation staff* across the country. Affiliates are welcome to contact the Xerces Society for one on one support.

Recognition of Conservation Work

Affiliates of Bee City USA *gain national recognition for their work to conserve pollinators.* Affiliates are listed on the Bee City USA website and can use their affiliation to promote their community's commitment to conservation. There are also opportunities for affiliates to share their work through presenting as part of webinars and writing blog posts

Benefits and Support to Affiliates

Access to an Online Affiliate Portal

Gain access to an affiliate portal where you can *explore a variety of resources including helpful information for creating an Integrated Pest Management plan, native plant list, and native plant supplier list.* Through the portal affiliates can also interact with other affiliates using the online forum, post their events to the community calendar, and view materials to assist with outreach and education.

Custom Logo and Street Sign Artwork

As an affiliate *you will receive files for a custom affiliate logo that can be used on any materials associated with your work as well as artwork for a street sign.*





Heather Richards <richardsh@mtnbrook.org>

MINUTE BOOK

329

Re: Old sign trailers

Jay Loring <loringj@mtnbrook.org> Tue, Dec 6, 2022 at 9:09 AM
To: Steve Odell <odells@mtnbrook.org>, Heather Richards <richardsh@mtnbrook.org>, Jason Rhoads <rhoadsj@mtnbrook.org>



IMG-1436.jpg
4372K

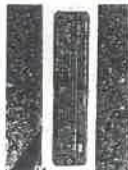
----- Forwarded message -----
From: Jay Loring <loringj@mtnbrook.org>
Date: Mon, Dec 5, 2022 at 2:00 PM
Subject: Old sign trailers
To: <loringj@mtnbrook.org>

Attached are photos of the old sign trailers that we can declare as surplus.
There are two signs. Each has a VIN plate attached and a photo of each is included.
Manufacturer: Kustom Signals, Inc.

Model: trailer
Vin number: 1K9BM111x6G118011 and 1K9BM11186G118010
(Quoted text hidden)



IMG-1435.jpg
5032K



IMG-1434.jpg
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5 attachments



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APPENDIX 7

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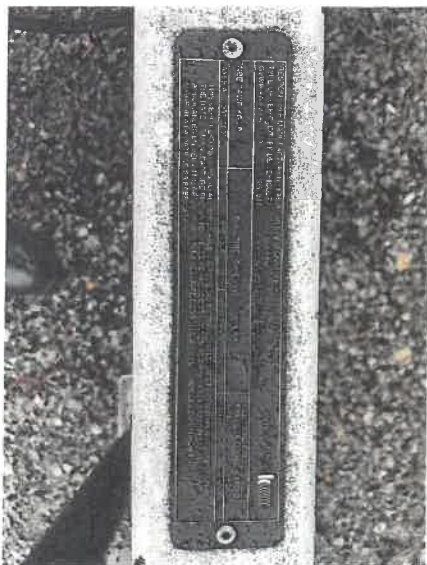
https://mail.google.com/mail/u/0/?ik=80a4775052&view=pt&search=all&permmsgid=msg-f%3A1751477890210342278&simpl=msg-f%3A1751477890... 2/2



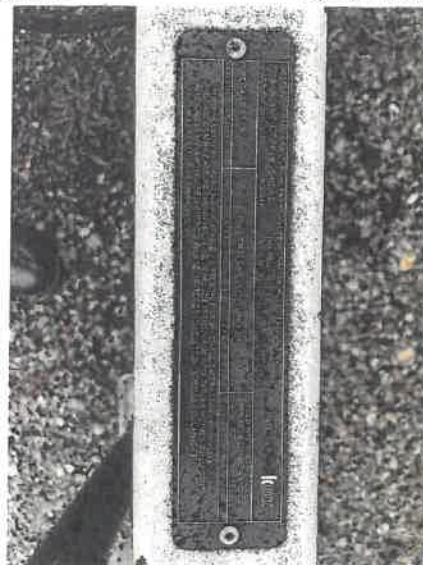
Heather Richards <richardsh@mtnbrook.org>

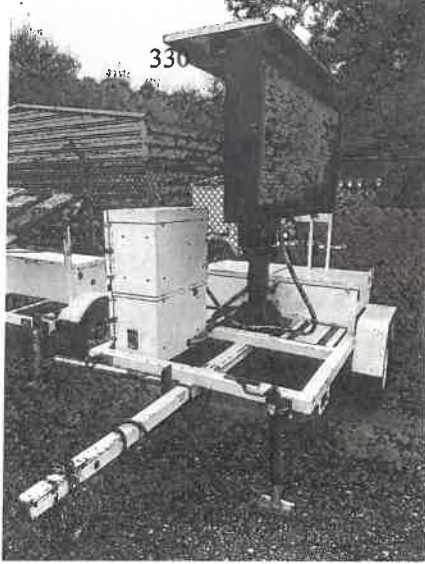
Re: Old sign trailers

Steve O'Dell <odells@mtnbrook.org> Tue, Dec 6, 2022 at 9:04 AM
To: Heather Richards <richardsh@mtnbrook.org>
Cc: Jay Loring <loringj@mtnbrook.org>, Jason Rhoads <rhoadsj@mtnbrook.org>

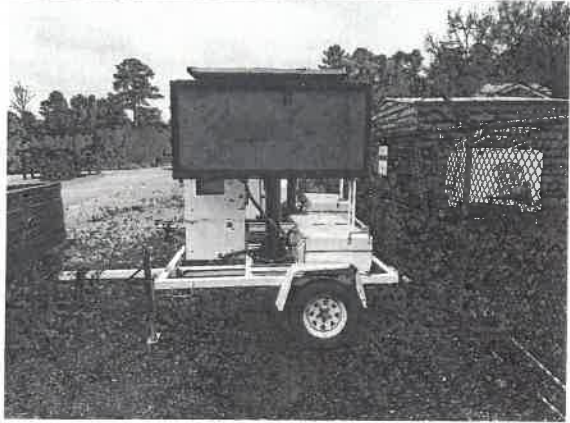
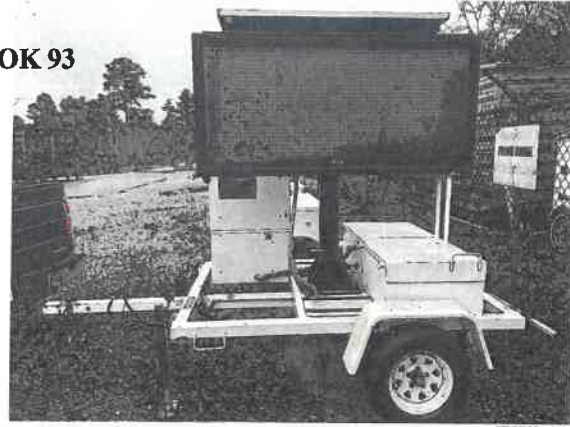


here you go





MINUTE BOOK 93



APPENDIX 7

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https://mail.google.com/mail/u/0/?ik=80e4775052&view=pt&search=all&permmsgid=msg-f%3A1751477656491954676&siml=msg-f%3A1751477656... 4/5

12/6/22, 9:07 AM
 Office: 205-802-3820
 Cell: 205-813-3176
 Fax: 205-874-0610
 Email: odells@mtnbrook.org

City of Mountain Brook Mail - Re: Old sign trailers

[Quoted text hidden]

12/7/22, 8:51 AM

City of Mountain Brook Mail - for auction to gov deals



Heather Richards <richardsh@mtnbrook.org>

for auction to gov deals

1 message

Gilbert Aban <abang@mtnbrook.org>
 To: Heather Richards <richardsh@mtnbrook.org>, Steve O'Dell <odells@mtnbrook.org>

Tue, Dec 6, 2022 at 11:24 AM

Canon Image runner c2880 S#JER25577
 HP Deskjet PRO 8600 S# CN3B9EW-HWQ
 HP LJ PRO M127FN S# CNB9H48HBD
 HP 477 S# VNB8J6XJ2X
 HP Laserjet CM2320 S#
 CNF9C9RX68

HP 2035 S# VNB3419233

HP 2015 S# CNB1P90260
 HP 2015 S# CNB1MQ8542

Thank you,

Gilbert Aban
 INFORMATION TECHNOLOGY



(p) 205 802 3819
 (f) 205 874 0619
 (e) abang@mtnbrook.org
 (w) www.mtnbrook.org
 (a) 56 Church St. Mountain Brook, AL 35213

Avoid Malware and Scams -Always stop, look, and think before you click!

1. Don't click on suspicious e-mail attachments: Most viruses and worms arrive on your PC in the form of e-mail attachments.
2. Be cautious of the return address: Though an e-mail message may claim it's from your bank, your ISP, or even your boss, that doesn't mean it is.
3. Be cautious of the message: To persuade you to launch a virus-laden mail attachment or provide your personal information, virus authors must earn your trust.
4. Be cautious of the link: A link in an e-mail message that claims to point to a bank (ex.) web site may not really go there.

*** If you suspect or detect any suspicious activity please notify us immediately. ***

(21)

942015	Husqvarna	450 Chainsaw	20141600691 W	ANDREW	2018
922015	Husqvarna	450 Chainsaw	20141600690 W	ANDREW	2018
932015	Husqvarna	450 Chainsaw	20141600689 W	ANDREW	2018
1222017	STIHL	FS111R	513113232	ANDREW	2019
2018	Honda	hrs2166via mower	mbs-6561648	ANDREW	2020
1722018	STIHL	HLSM TRIMMER	515130100	ANDREW	2020
14528	Xmark Mower	52" s series	315612436	ANDREW	2020
1742018	stihl	HLSM TRIMMER	515244641	ANDREW	2020
1232018	Stihl	FS240 WEDEATER	183302871	ANDREW	2020
1272018	Stihl	FS131 WEDEATER	517079662	ANDREW	2020
1642017	Stihl	HL100/ Pole Trimmers	508618633	ANDREW	2020
1292018	stihl	FS131 WEDEATER	517079663	ANDREW	2020
1252018	stihl	FS131 WEDEATER	517001620	ANDREW	2020
1262018	stihl	FS131 WEDEATER	517291743	ANDREW	2020
1202017	STIHL	FS131 WEDEATER	513114410	ANDREW	2020
1602015	stihl	HL-100	503016639	ANDREW	2020
1302019	ECHO	30.5 WEDEATER	UC9815013899	ANDREW	2021
1302019	ECHO	30.5 WEDEATER	UC9815013910	ANDREW	2021
1332019	ECHO	30.5 WEDEATER	UC9815013787	ANDREW	2021
1342019	ECHO	30.5 WEDEATER	UC9815013788	ANDREW	2021
1382019	ECHO	30.5 WEDEATER	UC9815013788	ANDREW	2021
1382019	ECHO	30.5 WEDEATER	UC9815013911	ANDREW	2021
1372019	ECHO	30.5 WEDEATER	UC9815009684	ANDREW	2021
1382019	ECHO	30.5 WEDEATER	UC9815013913	ANDREW	2021
902015	Husqvarna	372XP	ERIVAS.0715AD	ANDREW	2021
1002017	Husqvarna	5600cplaw	20166500075	ANDREW	2021
762009	Husqvarna	340cpl saw	91701493	ANDREW	2021
822016	Stihl	BT700/ Blower	508805762	ANDREW	2021

Trade for the 6000 # 91 2016

902018	Stihl	BR 450 Blower	504452992	ANDREW	2021
932018	stihl	BR700 BLOWER	517333629	ANDREW	2021
872018	STI	BG88Z/BLOWER	513398714	ANDREW	2021
472012	Stihl	FC1100 Edger	208430233	ANDREW	2021
1752018	stihl	HL94 TRIMMER	515730100	ANDREW	2021
41	stihl	HL100/trimmer	200169267	ANDREW	2021
762019	ECHO	25.4 HEDGE	U00315015681	ANDREW	2021
782019	ECHO	25.4 HEDGE	U00315019501	ANDREW	2021
R2019	STIHL	131 WEDEATER	5282	JACOB	2022
R2013	STIHL	131 WEDEATER	525289968	JACOB	2022
R2017	STIHL	131 WEDEATER	525289468	JACOB	2022
R2015	STIHL	131 WEDEATER	525289024	JACOB	2022
R2016	STIHL	131 WEDEATER	525289037	JACOB	2022
R2014	STIHL	131 WEDEATER	525289047	JACOB	2022
R2011	STIHL	131 WEDEATER	524565188	JACOB	2022
R208	ECHO	HEDGE TRIMMER	U43315001847	JACOB	2022
782009	ECHO	HEDGE TRIMMER	U43315001733	JACOB	2022
912015	Husqvarna	395cpl/ saw	90500249	JACOB	2022
962016	Husqvarna	372XP/ Chainsaw	20143401051 W	JACOB	2022
	Husqvarna	372cplaw	401136	JACOB	2022
	Husqvarna	PUSH MOWER	CY186L-AOSSBNHI	JACOB	2022

11/10/2018

APPENDIX 7

(13)



332 STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20221208160457670

Type License: 020 - RESTAURANT RETAIL LIQUOR State: \$300.00 County: \$300.00
 Type License: State: County:
 Trade Name: MELT Filing Fee: \$50.00
 Applicant: MELT LANE PARK LLC Transfer Fee:
 Location Address: 1011 JEMISON LANE MOUNTAIN BROOK, AL 35223
 Mailing Address: 1011 JEMISON LANE MOUNTAIN BROOK, AL 35223
 County: JEFFERSON Tobacco sales: NO Tobacco Vending Machines:
 Product Type: Type Ownership: LLC
 Book, Page, or Document Info: 870 231
 Do you sell Draft Beer?:
 Date Incorporated: 06/29/2022 State incorporated: AL County Incorporated: JEFFERSON
 Date of Authority: 06/29/2022
 Federal Tax ID: 872359672 Alabama State Sales Tax ID: R011567876

Name:	Title:	Date and Place of Birth:	Residence Address:
ANN PAGET PIZITZ 6406355 - AL	MEMBER	05/02/1979 BIRMINGHAM ALABAMA	3836 KINROSS DRIVE BIRMINGHAM, AL 35242
HARRIET DESPINKAS REIS 6831121 - AL	MEMBER	03/18/1968 BIRMINGHAM ALABAMA	401 CHERRY STREET BIRMINGHAM, AL 35213

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
 Does ABC have any actions pending against the current licensee? NO
 Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
 Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
 Are the applicant(s) named above, in any manner interested in the business sought to be licensed? YES
 Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? YES
 Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
 Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: JASON R SMITH Home Phone: 205-908-5343
 Business Phone: 205-800-8500 Cell Phone: 205-908-5343
 Fax: E-mail: JAY@BROCKWELLSMITH.COM

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



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20221208160457670

If applicant is leasing the property, is a copy of the lease agreement attached? YES
 Name of Property owner/lessor and phone number: LANE PARKE RETAIL LLC 205-871-0888
 What is lessors primary business? REAL ESTATE DEVELOPMENT
 Is lessor involved in any way with the alcoholic beverage business? NO
 Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? YES
 Is the business used to habitually and principally provide food to the public? YES
 Does the establishment have restroom facilities? YES
 Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
 Building Dimensions Square Footage: 2910 Display Square Footage:
 Building seating capacity: 70 Does Licensed premises include a patio area? YES
 License Structure: SHOPPING CENTER License covers: OTHER
 Number of licenses in the vicinity: 0 Nearest: 0
 Nearest school: Nearest church: Nearest residence: 0 miles
 Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:
ANN PAGET PIZITZ	BRIBERY OF PUBLIC SERVANT 08/03/2019	HUNTSVILLE POLICE DEPARTMENT	DISMISSED
ANN PAGET PIZITZ	DRIVING UNDER THE INFLUENCE - ALCOHOL 08/03/2019	HUNTSVILLE POLICE DEPARTMENT	PLED GUILTY PROBATION COMPLETED

APPENDIX 8



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20221208160457670



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20221208160457670



Initial each **Signature page**
 In reference to law violations, I attest to the truthfulness of the responses given within the application.
 In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
 In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
 In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
 In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
 In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
 In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
 The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.
 The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.
 I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): *Melt Lane Park LLC*
 Signature of Applicant: *[Signature]*
 Notary Name (print): *Allison Renea Lowery*
 Notary Signature: *[Signature]* Commission expires: *12-6-2022*

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

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival
 Participants Licenses ONLY

Private Club
 Does the club charge and collect dues from elected members?
 Number of paid up members:
 Are meetings regularly held?
 How often?
 Is business conducted through officers regularly elected?
 Are members admitted by written application, investigation, and ballot?
 Has Agent verified membership applications for each member listed?
 Has at least 10% of members listed been confirmed and highlighted? Agent's Initials:
 For what purpose is the club organized?
 Does the property used, as well as the advantages, belong to all the members?
 Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail
 Is it for 30 days or less?
 More than 30 days?
 Franchisee or Concessionaire of above?
 Other valid responsible organization:
 Explanation:

Special Events / Special Retail (7 days or less)
 Starting Date: Ending Date:
 Special terms and conditions for special event/special retail:

Wine Festival / Wine Festival Participant licenses (5 Days or Less)
 Starting Date: Ending Date:
 Special terms and conditions for special event/special retail:

Other Explanations
 Are any applicants, whether individual, member of a partnership or association, or officers and directors of corporation or the corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? MELT (RESTAURANT) HAS ANOTHER LOCATION IN AVONDALE AND IS A FRANCHISOR OF MELT RESTAURANT IN HUNTSVILLE
 License Covers: SINGLE SPACE IN A ONE LEVEL SHOPPING CENTER AND PATIO

Receipt Confirmation Number: 20221208160457670
Application Payment Confirmation Number: 88638646

MINUTE BOOK 9



P. O. Box 130009
Mountain Brook, Alabama 35213-0009
Telephone: 205.802.2400
Facsimile: 205.879.6913
www.mtnbrook.org

Payment Summary		Fee
Application Fee for License 020		\$50.00
Total Amount to be Charged		\$50.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	County Fee	State Fee	Total Fee
020 - RESTAURANT RETAIL LIQUOR	\$300.00	\$300.00	\$600.00
			\$0.00
Total Amount to be Charged		\$300.00	\$300.00
			\$600.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 020 - RESTAURANT RETAIL LIQUOR
 License Type 2:
 License County: JEFFERSON
 Business Type: LLC
 Trade Name: MELT
 Applicant Name: MELT LANE PARK LLC
 Location Address: 1011 JEMISON LANE
 MOUNTAIN BROOK, AL 35223
 Mailing Address: 1011 JEMISON LANE
 MOUNTAIN BROOK, AL 35223
 Contact Person: JASON R SMITH
 Contact Home Phone: 205-808-6343
 Contact Business Phone: 205-800-8500
 Contact Fax:
 Contact Call Phone: 205-808-6343
 Contact Email Address:
 Contact Web Address:
 Contact Relationship to Applicant: ATTORNEY

December 13, 2022

Ms. Valencia Johnson
Alabama ABC Board
234 Aquarius Drive, Suite 103
Homewood, AL 35209

Facsimile: (205) 942-2101

Gentlemen:

Attached is a copy of a resolution passed at the December 12, 2022, City Council meeting recommending the issuance of 020 - Restaurant Retail Liquor license as follows:

Melt Lane Park LLC
Trade name: Melt
1011 Jemison Lane
Mountain Brook, AL 35223

If you have any questions, please call me at 802-3823.

Sincerely,

Heather Richards
City Clerk

Enclosure

c: Jennifer Carison
Jennifer@reaiandrosemary.com

APPENDIX 8

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that City Council hereby authorizes the execution of a right-of-way encroachment agreement between the City and William Smith Jr. and Carrie Rothermel, in the form as attached hereto as Exhibit A, with respect to the property located at 142 Spring Street.

ADOPTED: This 12th day of December, 2022.

[Signature]
Council President Pro Tempore

APPROVED: This 12th day of December, 2012.

[Signature]
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 meeting held on December 12, 2022, as same appears in the minutes of record of said meeting.

[Signature]
City Clerk

142 Spring Street Avenue Right-of-Way Encroachment Agreement 2022-208

WHEREAS, subject to terms, conditions and understandings herein, the City agrees to grant the Licensee a non-exclusive, revocable license to use the encroaching Improvement within the City ROW.

NOW, THEREFORE, in consideration of the mutual covenants herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

- 1. The City grants the Licensee a non-exclusive, revocable license to utilize the City ROW for purposes reasonably related to the maintenance and use of above-described encroaching Improvement within the Encroachment Area (the "License"). No other uses of the City ROW are authorized.
2. The Licensee agrees and acknowledges that this Agreement grants it (or them) only a license, not any interest, title, permanent right or estate. The grant made hereunder is personal to the Licensee and does not run with the land. Further, the Licensee agrees to not claim any permanent interest in the Encroachment Area by entering into this Agreement or by its use of any contemplated encroaching Improvement.
3. The Licensee agrees to (a) keep the Encroachment Area clean and free of debris, weeds or overgrown grass, (b) maintain the contemplated encroaching Improvement in good and sound condition, and (c) not use the Encroachment Area or any encroaching Improvement in a manner that creates a hazard or causes damage to any third persons or adjacent properties.
4. The Licensee acknowledges that, in the event that the City, in the exercise of its sole discretion, determines that the Licensee's utilization of the Encroachment Area or the Improvement conflicts with City's use of or plans to use that Area, it may revoke the License effective upon providing the Licensee written notice from the Mayor, the City Manager or the City's other executive official. If the License is revoked, the City, in the exercise of its sole discretion, either (a) may request that the Licensee, at its (or their) expense, remove any encroaching Improvement and restore the City ROW to a condition that is reasonably satisfactory to the City within thirty (30) days after the receipt of notice of revocation, or (b) at the City's expense, may remove any encroaching Improvement placed by the Licensee in the Encroachment Area. If the City revokes the License, the Licensee waives and releases the City from any and all claims for expenses incurred by the Licensee to construct or maintain any Improvement in the Encroachment Area.
5. The Licensee may not assign or transfer this Agreement (or any benefit, right or obligation hereunder) to any third party without advance written consent by the City.
6. The Licensee agrees that all operations related to the installation or maintenance of any such Improvement will comply with applicable federal, state and local laws, ordinances and regulations (including but not limited to, license and permit requirements) that relate to those operations.

7. The Licensee shall not permit any mechanic or materialman's lien to be filed against the City or concerning the Encroachment Area by reason of any labor, services, materials or equipment supplied or equipment supplied or claimed to have been supplied to construct or maintain any encroaching Improvement (collectively, a "Lien"). If such a Lien is filed, the Licensee, after notice of its filing,

JEFFERSON COUNTY }
STATE OF ALABAMA }

RIGHT-OF-WAY ENCROACHMENT AGREEMENT

This Right of Way Encroachment License Agreement (the "Agreement") is entered this ___ day of _____, 20___ by and between the City of Mountain Brook, Alabama, a municipal corporation (hereinafter the "City" or "Licensor"), and William Smith and Carrie Rothermel (hereinafter individually or collectively referenced for purposes of this Agreement as the "Licensee").

WITNESSETH:

WHEREAS, the Licensee represents that it owns the following real property located in the City of Mountain Brook, Jefferson County, Alabama:

Address: 142 SPRING STREET
Parcel ID #: 2300 333005038.001
Legal Description CRESTLINE HEIGHTS LOT I

(the "Property");

WHEREAS, the Property abuts right(s) of way that is owned by the City and reserved for the use of the general public (the "City ROW");

WHEREAS, the Licensee has acquired a property with a paved drive located within the municipal right-of-way as previously authorized by the City upon the adoption of Resolution No. 2018-178; and

WHEREAS, the Right-of-Way Encroachment Agreement authorized by the City in Resolution 2018-178 expired by its own terms when the Property was conveyed to Licensee; and

WHEREAS, Licensee has requested that the City permit them to maintain said drive at the location depicted on the attached Exhibit "A" (collectively hereinafter the "Improvement"), and intends that the Improvement will be used by the occupants of the Property or their guests; and

WHEREAS, part or all of the area in which the Improvement was installed lies within and encroaches upon the City Right of Way (hereinafter, the "Encroachment Area"); and

promptly shall either (a) cause the same to be discharged by depositing the adequate funds in court or issuing a bond; or (b) indemnifying the City against any loss from a Lien by posting security or taking other actions that are reasonably satisfactory to the City.

8. The Licensee, for itself and on behalf of any of its heirs, personal representatives, authorized assigns or other persons or entities that may succeed to its interest in this Agreement (collectively the "Licensee" for purposes of this provision) agrees to waive, release, indemnify, defend and hold harmless the City, and its officers, employees, and representatives (collectively for purposes of this provision, the "City"), from and against any claim, liability, loss, expense (including, reasonable attorney fees and costs of court), demand or action asserted against the City by the Licensee or by any third party claiming personal injury, property damage or any other loss of any kind (collectively, a "Claim") that arises from or is in any manner related to (a) the Licensee's use of the License granted herein or the Encroachment Area, or (b) any encroaching Improvement placed in the City ROW. The scope of this indemnification obligation includes Claims that are caused or allegedly caused in whole or part by the negligence of the City; provided that the Licensee shall not be obligated hereunder to indemnify the City for Claims that are caused by the gross negligence or willful misconduct of the City.

9. If the Licensee removes or substantially modifies an encroaching Improvement after this Agreement is executed, it shall not replace or construct another or different Improvement or structure in the City ROW without advance approval from the City; provided that nothing herein shall prohibit the Licensee from maintaining, repairing or refurbishing any encroaching Improvement contemplated by this Agreement. However, Licensee shall not expand the Improvement without advance approval from the City.

10. All notices that may be required to be given hereunder shall be deemed to have been properly given if in writing and (a) if personally delivered, or (b) sent either by registered or certified mail, postage prepaid, and addressed as follows, or by nationally recognized overnight courier to the following address (or such other address as a party may designate in writing):

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

To the Licensee:
[Signature]
142 Spring St
Mountain Brook, AL 35213

Notices shall be deemed given upon receipt or refusal of delivery.

11. Miscellaneous Provisions.

APPENDIX 9

(a) This Agreement may not be amended or modified unless all parties execute a writing that is signed by their duly authorized representatives.

(b) The failure of the City to enforce any of the terms, conditions or provisions of this Agreement shall not be construed as a waiver of its right to subsequently compel enforcement of that or any other term, condition or provision herein.

(c) This Agreement, and the conditions, terms and provisions herein, do not create, and are not intended to create or confer any benefit to benefit to any third party.

(d) This Agreement contains the complete agreement of the parties concerning the subject matter herein. Any prior negotiation, agreement or understanding, whether oral or written, concerning the matters addressed herein is superseded and of no effect unless expressed herein.

(e) This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Signature pages may be transmitted by facsimile or other form of electronic transmission, and any signature so transmitted will be given the same force and effect as an original signature

(f) If requested by the City, the Licensee shall record a fully-executed form of this Agreement in the real property records of the Probate Court for Jefferson County.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date hereinafore set forth.

Signature page follows

ATTEST:

Shackley Richards
City Clerk

CITY OF MOUNTAIN BROOK, ALABAMA

Sam S. Helton
Mayor, City Manager

LICENSEE (if individual)

[Signature]

LICENSEE (if individual)

[Signature]

LICENSEE (if entity)

Name of Entity

By:

Its:

APPENDIX 9

DocuSign Envelope ID: CEDD3EA7-D03E-4C23-B728-900AA4880E29

STATE OF ALABAMA) (For Use if Licensee is Individual)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public duly commissioned in and for the County and State aforesaid, hereby certify that Stewart H. Welch III, Mayor whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she executed same voluntarily.

Given under my hand and official seal this ___ day of December, 2022.

NOTARY PUBLIC
My Commission Expires: ___

STATE OF ALABAMA)) (For Use if Licensee is Individual)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public duly commissioned in and for the County and State aforesaid, hereby certify that William W. Smith Jr. whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she executed same voluntarily.

Given under my hand and official seal this 15th day of December, 2022

Shackley Richards
NOTARY PUBLIC
My Commission Expires: 1-2-2023

STATE OF ALABAMA)) (For Use if Licensee is Individual)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public duly commissioned in and for the County and State aforesaid, hereby certify that Carrie Rothamel whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she executed same voluntarily.

Given under my hand and official seal this 19th day of December, 2022

Shackley Richards
NOTARY PUBLIC
My Commission Expires: 1-2-2023

GENERAL/FINANCED RESIDENTIAL CONTRACT

Form Approved by Birmingham Association of REALTORS®, Inc.
May 2017 (Previous forms are obsolete and no longer approved)

Date 11/3/22

The undersigned Buyer(s) William Smith and Carrie Rothamel hereby agree(s) to purchase, and the undersigned Seller(s) Ashley Uber

hereby agree(s) to sell the following described real estate, together (Print Name) with all improvements, shrubbery, planting, fixtures and appurtenances (the "Property") situated in the City of Mountain Brook County of Jefferson, Alabama, on the terms stated below:

Address: 142 Spring Street Zip Code 35213

Legal Description:

Map Book ___ Page ___ AND/OR complete parcel ID23-00-33-3-005-038.001

1. AGENCY DISCLOSURE:

The listing company is Ray & Poyner Properties
The selling company is CXP Realty
An agent of the Seller
An agent of the Buyer
An agent of both the Seller and Buyer and is acting as a limited consensual dual agent
Assisting the Buyer/Seller as a transaction broker
Seller Initials: [Signature] Buyer Initials: [Signature]

2. THE TOTAL PURCHASE PRICE OF THE PROPERTY SHALL BE \$890,000

Earnest Money under this Contract shall be \$8700.00

(A) PURCHASE MONEY: (Check as applicable)

(1) CASH: Buyer will either pay cash or obtain financing for the purchase of the Property, but Buyer's obligation to close this transaction is not contingent on obtaining financing or the appraised value of the Property. Buyer will provide to Seller a letter of deposit/financial capability to purchase within 7 (seven) calendar days from the Finalized Date of this Contract. "Finalized Date" shall mean the date that appears on the last page of this Contract.

(2) FINANCING: This Contract is contingent on Buyer obtaining approval of a Conventional loan in the amount of \$ ___ or ___ % of the Purchase Price (excluding any financed loan costs) at the prevailing interest rate and loan costs. If FHA or VA financing is utilized the "FHA/VA Addendum" must be a part of this Contract.

The Birmingham Association of REALTORS®, Inc. is not engaged in rendering legal, accounting or other professional service by approving this form. This form is published as a service to member real estate professionals and an explanation of its various provisions should be obtained from the appropriate professional. Because of varying state and local laws, competent legal or other advice should be secured before using any form. If a user of this form makes any substantive changes to any portions above, the form will no longer be an approved form.

MINUTE BOOK 93

Buyer will apply for financing within _____ days (7 days if left blank), from the Finalized Date and will provide all credit, employment, financial and other information required by the lender. "Finalized Date" shall mean the date that appears on the last page of this Contract. Unless Buyer elects to waive the financing contingency of this contract, either party may cancel this contract if Buyer cannot obtain financing as specified above by closing _____ 20____. In such event, both parties will execute a Mutual Release and all Earnest Money shall be promptly returned as per the terms stated in Paragraph 5 below. No terms of this financing contingency can be changed without written authorization of Seller. Unless otherwise agreed in writing by the Buyer and Seller, this Contract shall not be contingent on the sale or closing of any other property. If the Purchase Price exceeds the appraised value of the Property, Buyer may elect to cancel this Contract by providing written notice of such election to Seller within five (5) calendar days of knowledge of the appraised value, along with a copy of the appraisal or other evidence of the appraised value provided by lender, unless the Seller agrees to sell the Property under this Contract for the appraised value. Otherwise, the Earnest Money shall be returned pursuant to the terms of Paragraph 5 below.

(B) LENDER REQUIRED REPAIRS: If the contract is contingent upon Buyer obtaining financing and Lender requires any repairs to the property as a condition of Buyer's loan approval, and the Seller declines to pay for the required repairs, then the Buyer may cancel this contract and all earnest money will be refunded upon the execution and delivery of a mutual release. If Buyer elects to cancel the Contract due to Seller's election not to pay any repairs required by Buyer's lender, Seller agrees to execute a mutual release authorizing the return of the Earnest Money to Buyer promptly upon receipt of the Notice of Cancellation and mutual release.

(C) LOAN CLOSING COSTS AND PREPAID ITEMS: Seller agrees to pay up to \$_____ of Buyer's loan closing costs and/or prepaid expenses excluding Seller's half of the settlement fee and title insurance cost. Buyer shall promptly deliver to Real Estate Agent for Buyer, if any, a copy of all Loan Estimate(s) and Closing Disclosure(s) upon receipt.

Seller Initials [Signature] Buyer Initials [Signature]

3. CLOSING & POSSESSION DATES: The sale shall be closed and the deed delivered on or before December 14, 2022 _____. However, if Paragraph 2(A)(2) is selected and closing funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements (CFPB Requirements), then Closing Date will be extended for such period necessary to satisfy CFPB Requirements, provided such period does not exceed 7 calendar days. Possession is to be given at closing if the property is then vacant; otherwise, possession shall be delivered _____ calendar days after closing at 5:00 (AM) (PM). In the event Seller retains possession of the property beyond the day of closing, Seller does hereby guarantee that at the date of surrender of occupancy by Seller, the property shall be substantially in the same condition as the day of closing. This provision shall survive the closing and delivery of the deed.

Seller Initials [Signature] Buyer Initials [Signature]

4. DATES/TIMES ARE OF THE ESSENCE: (A) The Closing Date and the other dates and times identified for the performance of any obligation of this Agreement are of the essence and are binding.

(B) The Finalized Date of this Contract is the date when Buyer and Seller have indicated full acceptance of this Contract by signing and/or initialing it. For purposes of this Contract, the number of days will be counted from the Finalized Date, excluding the day this Contract was executed and including the last day of the time period. All changes to this Contract should be initialed and dated.

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(C) The Closing Date may only be extended by mutual written agreement of the parties or as set forth in Paragraph 3 above.

(D) Certain terms and time periods are pre-printed in this Contract as a convenience to the Buyer and Seller. All pre-printed terms and time periods are negotiable and may be changed by striking out the preprinted text and inserting different terms acceptable to all parties, except where restricted by law.

Seller Initials [Signature] Buyer Initials [Signature]

5. EARNEST MONEY & DEFAULT OF CONTRACT: Within 3 days of the Finalized Date of this Contract the Buyer shall deliver to David P. Condon Law _____ the Earnest Money which shall be promptly deposited into an escrow account. Should Buyer fail to deliver the Earnest Money within 3 days of the Finalized Date, Seller may void this Contract at the sole option of the Seller. If the Contract is accepted and signed by all parties and the sale does not close, a separate mutual release signed by all parties to this Contract will be required before the Earnest Money will be disbursed. In the event either Buyer or Seller claims the escrowed funds without the agreement of the other party, any holder of the escrowed funds, as prescribed by Alabama Real Estate License Law Rule: 790-X-3-03 (4), (5), must either (1) retain the escrowed funds until there is a written mutual release among the parties; (2) interplead the disputed portion of the funds into the appropriate court, and shall be entitled to deduct from the escrowed funds any and all court costs, attorney fees and other expenses relating to the interpleader; or (3) disburse the escrowed funds in accordance with the directions of a non-appellable order of a court of competent jurisdiction. Seller, at Seller's option, may cancel this Contract if the Earnest Money check is rejected by the financial institution upon which it is drawn. In the event of default by Buyer, all deposits made hereunder may be forfeited as liquidated damages at the option of Seller, provided Seller agrees to the cancellation of this Contract, or alternatively, Seller may elect to pursue his or her available legal or equitable remedies against Buyer. In the event of default by Seller, all deposits made hereunder may be returned at the option of Buyer, provided Buyer agrees to the cancellation of this Contract, or alternatively, Buyer may elect to pursue his or her available legal or equitable remedies against Seller.

Seller Initials [Signature] Buyer Initials [Signature]

6. TITLE INSURANCE: Seller agrees to furnish Buyer a standard ALTA (American Land Title Association) form owner's title insurance policy at Seller's expense, issued by a company qualified to insure titles in Alabama, in the amount of the purchase price, insuring Buyer against loss on account of any defect or encumbrance in the title, subject to exceptions herein, including Paragraphs 8 and 13(C) below; otherwise, the Earnest Money shall be refunded. In the event both owner's and first mortgagee's title policies are obtained at the time of closing, the total cost of the two policies will be divided equally between Buyer and Seller, even if the first mortgagee is Seller. Seller shall have until the closing date within which to perfect title or cure defects in the title to the Property. Should Seller be unable to perfect title or cure defects in the title to the Property by the date of closing, the Contract shall be voidable at the option of the Buyer.

Seller Initials [Signature] Buyer Initials [Signature]

7. PRORATIONS: Ad valorem taxes, insurance transferred, accrued interest on mortgage(s) assumed, and homeowners association, condominium association, fire district or other dues, fees or assessments are to be prorated between Buyer and Seller as of the date of closing, and any existing escrow deposits shall be credited to Seller. Unless otherwise agreed herein, all ad valorem taxes except municipal taxes, if any, are presumed to be paid in arrears for purposes of proration; municipal taxes, if any, are presumed to be paid in advance. Seller represents and warrants that the Property is in D is not currently subject to Class III (homestead) residential property tax. If Seller represents that property is classified as Class III Property and this representation is in error, then Seller will reimburse to Buyer any

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additional property tax for the current tax year which is in excess of that which would be due had the property been class titled as Class III. This obligation will survive the Closing and delivery of deed.

Seller Initials [Signature] Buyer Initials [Signature]

8. CONVEYANCE: Seller agrees to convey the Property to Buyer by General _____ warranty deed (check _____) if Buyer desires that title be held as joint tenants with rights of survivorship), free of all encumbrances except as permitted in this Contract. Seller and Buyer agree that any encumbrances not herein excepted or assumed may be cleared at the time of closing from sales proceeds. The Property is sold and is to be conveyed subject to any mineral and/or mining rights not owned by Seller. Buyer is responsible for determining that the current zoning is suitable for Buyer's intended use of the property.

Seller Initials [Signature] Buyer Initials [Signature]

9. HAZARD INSURANCE: Buyer understands that Buyer is responsible for securing acceptable hazard insurance on the Property at a premium rate acceptable to Buyer. Buyer shall obtain evidence of insurability at an acceptable premium rate within 7 _____ days (7 days if left blank) of the Finalized Date. Should Buyer be unable to obtain evidence of insurability at an acceptable premium rate, Buyer may elect to cancel this Contract by providing written notice of such election within said time period to Seller. If the Contract is cancelled, the Earnest Money shall be returned pursuant to the terms of Paragraph 5 above. Failure to notify Seller of Buyer's election to cancel within said time period shall conclusively be deemed acceptance of any available insurance.

Seller Initials [Signature] Buyer Initials [Signature]

10. BUYER'S DUTY TO INSPECT: Buyer acknowledges and agrees that Alabama law imposes a duty on Buyer to thoroughly inspect the Property for conditions of property, defects or other relevant matters prior to closing the sale. Buyer further acknowledges that professional inspection services and/or contractors may be engaged for this purpose and that the real estate broker(s) and agent(s) strongly recommend the use of such professionals, but endorse none of them. Buyer is encouraged to engage and pay for independent professional inspection services and/or contractors, rather than using previous inspection reports provided by Seller, or allowing Seller to pay for such inspection reports, or using an inspector recommended by Seller. The real estate broker(s) and agent(s) do not warrant, guarantee or endorse any particular professional inspection service and/or contractor. Buyer understands and agrees that Buyer will not rely and has not relied on any statements or omissions made by the real estate broker(s) and agent(s) regarding the condition of the Property. Buyer further understands that if the real estate broker(s), agent(s) or representative is present at or accompanies Buyer on an inspection of the Property, it will be as a courtesy and not as a person qualified to detect any defects. After closing, all conditions of the Property are the responsibility of Buyer.

Seller Initials [Signature] Buyer Initials [Signature]

11. CONDITION OF PROPERTY: Neither Seller nor Real Estate Broker(s) nor any Real Estate Agent(s) makes any representations or warranties regarding condition of the Property except to the extent expressly set forth herein. Buyer has the obligation to determine any and all conditions of the Property material to Buyer's decision to buy the Property, including but not limited to, general home inspection, sewer lines inspection, structural inspection, radon testing, EIFS inspection, HVAC inspection, drywall and/or lead based paint inspection; the condition of the heating, cooling, plumbing and electrical systems and any built-in appliances; the roof and the basement, including leaks therein; the presence of asbestos or toxic mold; the presence of arsenic in treated wood; the school districts for the subject property; the presence of hazardous dry wall; the size and age of the property; quality of construction materials and workmanship; the proper construction of any improvements located upon the Property; structural condition; utility and sewer or septic system availability, condition and location; subsurface and

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subsoil conditions, sinkholes and mining or other soil conditions including radon or other potentially hazardous gases or toxic materials; presence of, or damage from, wood destroying insects and/or fungus (Wood Infestation Report); Property access, easements, covenants, restrictions, developments, or structures; and any matters affecting the character of the neighborhood. Unless otherwise excepted, Seller will provide access and utilities for Buyer's inspections, if any, until closing. NOTE: LENDERS AND/OR PUBLIC AUTHORITIES MAY REQUIRE CERTAIN INVESTIGATIONS SUCH AS TERMITE AND SEPTIC TANK INSPECTIONS (FOR WHICH REPAIRS MAY BE REQUIRED). THIS DOES NOT REPLACE BUYER'S DUTY TO THOROUGHLY INSPECT THE PROPERTY PRIOR TO CLOSING. Buyer shall have the obligation to determine the condition of the property in accordance with "A" or "B" below. Check either "A" or "B" but not both.

(A) SALE OF PROPERTY NOT CONTINGENT UPON INSPECTIONS, NO REPAIRS REQUESTED: Buyer agrees to accept the Property in "AS IS" condition without any warranties or guarantees as to any aspect or condition of the Property, its systems or appliances. Seller gives no warranties on any systems or appliances being in good working order either now or at the time of closing. Buyers agrees not to make any request for repairs of the Seller, and repair requests discussed in Paragraphs 11(B), 13(A), 13(B) or elsewhere in this agreement shall not apply. Buyers accept total responsibility for all repairs, conditions and/or defects in the Property, including any repairs required in Paragraph 2(B). This provision does not apply to warranties of title to the Property evidenced by the Warranty Deed delivered to Buyer pursuant to Paragraph 8 of this Contract.

Seller Initials [Signature] Buyer Initials [Signature]

(B) SALE OF PROPERTY CONTINGENT UPON INSPECTIONS: Buyer reserves the right to conduct any inspections of the Property at Buyer's expense, for a period of 4 _____ calendar days from the Finalized Date of this Contract (the "Inspection Period"). Buyer and Seller acknowledge that wood infestation inspection, sewer/septic system inspection, and survey do not fall under the Inspection Period, and may be performed in accordance with paragraph 13. Seller agrees to ensure that all utilities at the property shall be connected and active during the Inspection Period. The Inspection Period shall not start until all utilities are connected and active at Seller's expense. No later than three (3) calendar days after the end of the Inspection Period, Buyer shall provide Seller with a written list of items requested by Buyer to be repaired at Seller's expense or the Buyer shall provide notice that the condition of the property is acceptable and no repairs are required. In the event that Buyer provides notice that repairs are requested, any such request for repairs shall be governed by Paragraph 12 of this Agreement. Failure of Buyer to provide a list of requested repairs to Seller in writing no later than three (3) calendar days after the end of the Inspection Period shall constitute a waiver of this inspection contingency and conclusively be deemed acceptance of the Property, including ordinary wear and tear until closing.

Seller Initials [Signature] Buyer Initials [Signature]

12. REQUEST FOR REPAIRS:

(A) If Buyers makes a written request of Seller to correct unsatisfactory conditions revealed from any inspections set out in Paragraphs 11(B), 13(A) and 13(B), Seller shall respond to Buyer by written notice delivered to Buyer within _____ calendar days (3 calendar days if left blank) of receipt of such request as to whether Seller is willing to correct the unsatisfactory conditions at Seller's expense. It shall conclusively be deemed acceptance of Buyer's request if Seller fails to respond in writing within the time frame stated herein.

(B) If Seller elects not to correct the unsatisfactory conditions, Buyer shall respond to Seller by written notice delivered to Seller within _____ calendar days (2 calendar days if left blank) of receipt of Seller's election, and may elect to either (a) terminate this contract and recover the earnest money, or (b) waive in writing the request for correction of unsatisfactory conditions and proceed to close the sale.

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(C) It shall conclusively be deemed acceptance of the Property, including ordinary wear and tear until the closing, if Buyer fails to notify Seller in writing of any unsatisfactory conditions in accordance with Paragraph 11(B), or fails to notify Seller in writing of his election to terminate this contract as herein provided.

NOTE: "Ordinary wear and tear" as used in Paragraphs 11(B) and 12 shall not be deemed to include material failure of the heating, cooling, plumbing and electrical systems or built in appliances. If such a system or appliance suffers material failure after acceptance under Paragraphs 11(B) and 12 but prior to closing, Seller shall pay for any repairs required to restore the system or appliance to an operating condition at least as good as previously existing. After closing all conditions of the Property are the responsibility of the Buyer unless otherwise stated within this Contract.

Seller Initials [Signature] Buyer Initials [Signature]

13. ADDITIONAL INSPECTIONS: The additional inspections set forth in this paragraph shall be completed by one week prior to closing and any requested repairs as a result of these additional inspections shall be made in writing to the Seller by within 2 days of reports being received. Should Buyer fail to timely notify Seller in writing of requested repairs as a result of these additional inspections, such failure shall conclusively be deemed acceptance of the Property by the Buyer, including ordinary wear and tear until Closing.

(A) TERMITE AND/OR WOOD INFESTATION/FUNGUS INSPECTION AND REPORT:

(1) Wood Infestation Inspection Report. The real estate brokers and agents strongly recommend that the Buyer obtain a wood infestation inspection report from a licensed pest control company. Buyer requires a Wood Infestation Inspection Report from a licensed pest control company YES NO. The cost of the report shall be at the expense of the Buyer. Buyer shall be responsible for ordering the inspection and Wood Infestation Inspection Report. In the event that Buyer provides notice that repairs are required, any such request for repairs shall be governed by Paragraph 13 of this Agreement.

Seller Initials [Signature] Buyer Initials [Signature]

(2) Termite Agreement (Contract). Buyer requires a termite service agreement YES NO. If such agreement is required and Seller has an existing transferrable agreement, the agreement shall be transferred at Seller's expense. If a new service agreement is required, the cost shall be at Seller's expense and the service agreement shall be the property of the Buyer. The real estate brokers and agents make no representations as to the terms or conditions of any termite service agreement.

Seller Initials [Signature] Buyer Initials [Signature]

(B) SEWER/SEPTIC SYSTEMS: To the best of Seller's knowledge the Property is not connected to a sanitary sewer system. Seller has not paid all impact and connection fees. If Property is not on sewer, Seller represents that the Property is not connected to septic system. Buyer requires a sewer/septic system inspection at Buyer's expense YES NO. Real estate broker(s) and agent(s) recommend that the sewer/septic system be inspected. If Buyer elects NOT to have the sewer/septic system inspected, then Buyer releases Seller, Real Estate Broker(s) and Agent(s) from any and all liability for any defects or deficiencies with the sewer/septic system which may be discovered in the future, whether such defects or deficiencies exist at Closing or develop thereafter. In the event that Buyer provides notice that repairs are required, any such request for repairs shall be governed by Paragraph 12 of this Agreement.

Seller Initials [Signature] Buyer Initials [Signature]

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(C) SURVEY: The real estate brokers and agents strongly recommend that a new survey be obtained on all purchases of property. Buyer requires a survey by a registered Alabama land surveyor of Buyer's choosing and, unless otherwise agreed herein, at Buyer's expense YES NO. If Buyer elects NOT to have a new survey, then Buyer releases Seller, Real Estate Broker(s) and Agent(s) from any and all liability for conditions which would have been revealed from a survey performed by a registered Alabama land surveyor. To the best of the Seller's knowledge the Property is not located in a flood plain, but this information is not guaranteed and should be confirmed by a flood plain certification and/or a current surveyor's statement in the survey which shall be the responsibility of Buyer. Further, unless otherwise agreed herein, the Property is purchased subject to utility easements, residential subdivision covenants and restrictions, if any, and building lines of record, if any.

Seller Initials [Signature] Buyer Initials [Signature]

Buyer acknowledges and agrees that all Inspections are the responsibility of Buyer including payment for the inspection services. Unless otherwise agreed, Buyer shall be responsible for payment for inspection services regardless of whether or not the transaction contemplated herein proceeds to Closing.

14. HAZARDOUS DRYWALL: This tainted wallboard often gives off a foul odor, corrodes copper, electrical wiring and other metal surfaces and may cause serious health problems with prolonged exposure. Real Estate Broker and Agent recommend that Buyer requests the home inspector to inspect for this drywall problem, or hire an inspector specifically trained in discovering defective drywall, if Property was either built or renovated since 2001.

Seller Initials [Signature] Buyer Initials [Signature]

15. LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS: Lead-based paint disclosure is required YES NO. If a residential dwelling built prior to 1978 is located on the Property, Federal law requires that certain disclosures be made by the Seller to the Buyer and that this Agreement be made subject to a lead-based paint testing contingency. A copy of the disclosure information form and the Agreement lead based paint testing contingency language are attached hereto.

Seller Initials [Signature] Buyer Initials [Signature]

16. ZONING, SUBDIVISION REGULATIONS, SUBDIVISION RESTRICTIONS, RESTRICTIVE COVENANTS AND HOMEOWNER'S ASSOCIATION BYLAWS. Buyer and Seller hereby agree and acknowledge that the Buyer shall be solely responsible for obtaining all records and information regarding the property relative to zoning, subdivision regulations, subdivision restrictions, restrictive covenants, historic district regulations, and Homeowner's Association requirements. Further, Buyer shall be solely responsible for determining that the Property is suitable to the Buyer's intended use, including any development of, alterations to, improvements or construction on the Property.

Seller Initials [Signature] Buyer Initials [Signature]

17. SCHOOL ZONES. Buyer and Seller hereby agree and acknowledge that the Buyer shall be solely responsible for determining school zoning of Property.

Seller Initials [Signature] Buyer Initials [Signature]

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18. FIRE/SMOKE/GAS DETECTORS: Buyer shall satisfy himself/herself that all applicable federal, state and local statutes, ordinances and/or regulations concerning fire/smoke/gas detectors or fire protection equipment have been met. Upon closing or after taking possession of the Property, whichever occurs first, Buyer shall be solely responsible for compliance with such laws.

Seller Initials [Signature] Buyer Initials [Signature]

19. HOME WARRANTY: Buyer does not require a Home Warranty Policy issued by a company qualified to provide such policies in Alabama, effective for one year from date of closing, to be paid by Seller at Buyer's cost not to exceed \$500.00. Home Warranty Policy shall be selected by Buyer. Buyer acknowledges that the Real Estate Brokers and Real Estate Agents have not made any representations or statements regarding the terms and conditions of any Home Warranty.

Seller Initials [Signature] Buyer Initials [Signature]

20. SELLER WARRANTIES that Seller has not received notification from any lawful authority regarding any assessments; pending assessments; pending condemnation proceedings; or pending public improvements, repairs, replacements, or alterations to the property that have not been satisfactorily made. Seller warrants that there is no unpaid indebtedness on or affecting Property for labor or materials furnished to the Property except as described in this contract. These warranties shall survive the closing and delivery of the deed.

Seller Initials [Signature] Buyer Initials [Signature]

21. FINAL WALK-THROUGH INSPECTION: Buyer has the obligation to conduct a final walk-through to inspect the Property prior to closing to determine if the items to be repaired by Seller under Paragraphs 2(B) and 12 have not been satisfied; (b) systems as described in the "NOTE" portion of Paragraph 12 are not functioning; or (c) new defects have arisen since Buyer's acceptance of property under Paragraph 12, then Buyer shall immediately notify Seller. If Seller refuses to pay for any repairs or correct any defects requested by Buyer, Buyer may proceed with the closing or cancel the contract and recover the earnest money, or elect to pursue any remedies that the Buyer may have at law or equity for Seller's alleged breach of Seller's obligations under the Contract.

If Buyer fails to conduct this walk-through inspection, Seller's obligations will be deemed fulfilled. Buyer understands that if a real estate agent accompanies Buyer on an inspection or walk-through of the property it will be as a courtesy and not as a person qualified to detect any defects. After closing all conditions of the property are the responsibility of the Buyer unless otherwise stated within this Contract.

Seller Initials [Signature] Buyer Initials [Signature]

22. BUYER AND SELLER ACKNOWLEDGMENT: Seller and Buyer hereby acknowledge and agree that they have not relied upon any advice or representation of the Listing Broker or Company or the Selling Broker or Company or any of their real estate agents ("brokers and agents") regarding the Property, including but not limited to the condition of the heating, cooling, plumbing and electrical systems; any built-in appliances; the roof and basement, including leaks therein; the presence of asbestos or toxic mold; the presence of or damage from wood destroying insects and/or fungus; the presence of vermin or other pest infestations; the presence of arsenic in treated wood; the size and area of the Property; the quality of construction materials and workmanship, including floors and structural condition; availability of utilities, sewer or septic tank and condition thereof; subsurface and subsoil conditions, sinkholes and mining or other soil conditions including radon or other potentially hazardous or toxic materials and/or

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changes: Property access easements, covenants, restrictions or development structures; and any matters affecting the character of the neighborhood; the investment or resale value of the Property; the past, present, or future financial stability of the builder or developer or the future insolvency of the Property; or the compliance of the builder or developer under any warranty or any related mortgage terms and conditions; or any other matters affecting the willingness of the Seller and Buyer to sell or purchase the Property on the terms and at the Purchase Price herein set forth. Seller and Buyer acknowledge and agree that if such matters are of concern to them in the decision to sell or purchase the Property, they have sought and obtained independent advice relative thereto. Seller and Buyer agree that neither broker nor agent shall be held responsible for any obligations or agreements that Seller or Buyer have to one another hereunder, and Seller and Buyer agree to discharge and release the brokers and agents from any claims, demands, damages, actions, causes of actions or suits at law arising in any way from this Contract or related to the Property or the condition of the Property.

Seller Initials [Signature] Buyer Initials [Signature]

23. RISK OF LOSS: Seller agrees to keep in force sufficient hazard insurance on the Property to protect all interests until this sale is closed. If the Property is destroyed or materially damaged between the Finalized Date and the closing, and Seller is unable to restore it to its previous condition prior to closing, the Buyer shall have the option of cancelling this Contract and recovering the Earnest Money pursuant to Paragraph 4 above, provided that notice of cancellation is received prior to closing, or accepting the Property in its damaged condition. If Buyer elects to accept the Property in its damaged condition, then Buyer is entitled to the proceeds of insurance obtainable by Seller, less any deductible payable by Seller.

Seller Initials [Signature] Buyer Initials [Signature]

24. SELECTION OF SETTLEMENT/CLOSING AGENT: Buyer and Seller hereby agree that the closing of this transaction shall be conducted by a closing attorney or title insurance company and Buyer and Seller do not agree to share equally the settlement or closing charge imposed by the settlement agent. Buyer and Seller acknowledge and agree that such sharing may involve a potential conflict of interest and they may be required to execute an affidavit at closing acknowledging their recognition and acceptance of same. The parties further acknowledge that they have a right to legal representation of their own choosing, at their own expense, at all times in connection with this contract and the closing of this transaction.

Seller Initials [Signature] Buyer Initials [Signature]

25. PERSONAL PROPERTY: Any personal items remaining with the property shall be at no additional cost to Buyer; shall not add to the value of the property; shall be in "AS IS" condition with no warranties, unless otherwise agreed herein; shall be unencumbered at the time of closing; and shall be only that which is currently on the premises and on an itemized list or addendum attached hereto (said list to be specific as to description and location of such items). The provisions of this Paragraph shall survive the closing and delivery of the deed.

Seller Initials [Signature] Buyer Initials [Signature]

26. OTHER OFFERS WHILE BUYER'S OFFER IS PENDING: Buyer hereby acknowledges that offers other than Buyer's offer may have been made or may be made before Seller acts on or while Seller is considering Buyer's offer or counteroffer. While the Buyer's offer or counteroffer is pending, and before this Contract becomes effective, Seller hereby expressly reserves the right to reject Buyer's offer or counteroffer or to withdraw any offer previously made by Seller to Buyer relating to the Property, and to accept any other offer or counteroffer.

Seller Initials [Signature] Buyer Initials [Signature]

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27. **FACSIMILE OR ELECTRONIC SIGNATURES:** This Contract may be executed and delivered by any party by sending a facsimile of the signature or by a legally recognized e-signature. Such facsimile signature or legally recognized e-signature shall be binding upon the party executing it as soon as the signature is received by any other party hereto.

Seller Initials QU

Buyer Initials  

28. **OBLIGATION FOR FEES AND EXPENSES:** Buyer and Seller acknowledge that in the event this Contract is cancelled or does not close for any reason, fees or costs paid may not be refundable.

Seller Initials QU

Buyer Initials  

29. **ADDITIONAL PROVISIONS:** Additional provisions to this Contract are set forth on the attached Addendum(s) PPA _____ which shall be signed by all parties and shall be part of this Contract.

Seller Initials QU

Buyer Initials  

30. **ENTIRE AGREEMENT:** This contract constitutes the entire agreement between Buyer and Seller regarding the property, and supersedes all prior discussions, negotiations and agreements between Buyer and Seller, whether oral or written. All representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Real Estate Broker, or Real Estate Agent are not a part of this Agreement unless expressly incorporated or stated in this Agreement. Neither Buyer, Seller, Real Estate Broker, nor any Real Estate Agent shall be bound by any understanding, agreement, promise, or representation concerning the property, expressed or implied, not specified herein, except that any prior written agreement concerning the payment of commission and/or compensation payable to Broker shall remain valid, in effect and enforceable.

Seller Initials QU

Buyer Initials  

31. **ADDITIONAL PROVISIONS:**

THIS IS A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND THE LEGAL EFFECT OF ANY PART OF THIS CONTRACT, SEEK LEGAL ADVICE BEFORE SIGNING.

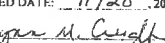
Seller	 11/20/2022	Buyer	
Seller		Buyer	

EARNEST MONEY: Receipt is hereby acknowledged of the earnest money as herein set forth

Cash Check

AGENCY: _____ By _____ Date _____

FINALIZED DATE: 11/20, 2022. (Date on which last party signed or initialed acceptance of final offer).

Agent's Signature  Date November 20, 2022

APPENDIX 9

The Birmingham Association of REALTORS®, Inc. is not engaged in rendering legal, accounting or other professional service by approving this form. This form is published as a service to member real estate professionals and an explanation of its various provisions should be obtained from the appropriate professional. Because of varying state and local laws, competent legal or other advice should be secured before using any form. If a user of this form makes any substantive changes to any portions above, the form will no longer be an approved form.

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The Birmingham Association of REALTORS®, Inc. is not engaged in rendering legal, accounting or other professional service by approving this form. This form is published as a service to member real estate professionals and an explanation of its various provisions should be obtained from the appropriate professional. Because of varying state and local laws, competent legal or other advice should be secured before using any form. If a user of this form makes any substantive changes to any portions above, the form will no longer be an approved form.

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PERSONAL PROPERTY ADDENDUM

The terms and conditions of this Addendum form a part of that certain contract between the undersigned Purchaser(s) and Seller(s) dated 11/11/22, 2022, for the property located at 12354 5th Street, N.W., Atlanta, Ga. 30213

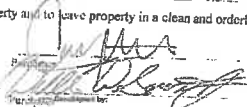
Personal Property as referred to is any personal items remaining with the Property at no additional cost to Purchaser(s) that shall not add to the value of the Property; and shall be in "as is" condition unless otherwise agreed to herein. Personal Property shall be enumerated at the time of closing, and shall be only that which is currently on the premises and included in the itemized list below:


ITEM	REMAIN WITH PROPERTY	NOT REMAIN WITH PROPERTY	EXCLUSIONS
All Window Treatments	<input checked="" type="checkbox"/> Remain	<input type="checkbox"/> Do Not Remain	
All Window Treatment Hardware	<input checked="" type="checkbox"/> Remain	<input type="checkbox"/> Do Not Remain	
All Light Fixtures	<input checked="" type="checkbox"/> Remain	<input type="checkbox"/> Do Not Remain	
All Ceiling Fans	<input checked="" type="checkbox"/> Remain	<input type="checkbox"/> Do Not Remain	
Stove / Oven	<input checked="" type="checkbox"/> Remain	<input type="checkbox"/> Do Not Remain	
Dishwasher	<input checked="" type="checkbox"/> Remain	<input type="checkbox"/> Do Not Remain	
Refrigerator	<input checked="" type="checkbox"/> Remain	<input type="checkbox"/> Do Not Remain	
Garage Door Openers	<input checked="" type="checkbox"/> Remain	<input checked="" type="checkbox"/> Do Not Remain	
Bathroom Mirrors	<input checked="" type="checkbox"/> Remain	<input type="checkbox"/> Do Not Remain	not applicable
Mirrors	<input checked="" type="checkbox"/> Remain	<input type="checkbox"/> Do Not Remain	
Outdoor oak hards	<input checked="" type="checkbox"/> Remain	<input type="checkbox"/> Do Not Remain	
	<input type="checkbox"/> Remain	<input type="checkbox"/> Do Not Remain	
	<input type="checkbox"/> Remain	<input type="checkbox"/> Do Not Remain	

Seller hereby agrees to remove all other personal property and to leave property in a clean and orderly condition.

Witness to Purchaser _____

Witness to Seller _____

Signature of Seller 

Signature of Buyer 

From: Currie, Nathan [mailto:NCurrie@sain.com]
To: 'Sam Gaston'
Cc: Bailey, Alicia
Subject: RE: [External Email] Montclair TAP

From: Currie, Nathan <NCurrie@sain.com> on behalf of Currie, Nathan
Sent: Thursday, December 08, 2022 12:11 PM
To: 'Sam Gaston'
Cc: Bailey, Alicia; Ronnie Vaughn (vaughnr@mtnbrook.org)
Subject: RE: [External Email] Montclair TAP
Attachments: Montclair Rd TAP sidewalk proposal.pdf; ALDOT Estimate Templates (Revised 1-3-22)_Montclair Rd.pdf

Sam,
Please see attached for our proposal for the Council's consideration on Monday. In case the Council wants to seek reimbursement for a portion of this from ALDOT, I've included our fees in ALDOT's manday format separately, since that's what ALDOT would need to review and approve.

As we've discussed, since the cost of the project excluding our proposal is estimated to exceed the \$1 million grant amount, the City will maximize its use of the grant funds whether you present our PE (prelim engineering) fees for reimbursement or not. But the City has the option of either proceeding with paying Sain without ALDOT's reimbursement or you can seek ALDOT reimbursement for some of the PE costs. ALDOT caps the PE reimbursement amount at \$100,000, so the City would still be responsible for the remaining amount. Also, if the City desires to seek reimbursement, it will delay the start date 2 months or so since we'll need to wait on ALDOT reviews and approvals.

Please let me know if you have questions or need anything else.

Nathan Currie, P.E.
Sain Associates
Direct: 205.263.2129
Mobile: 404.983.7379

From: Sam Gaston <gastons@mtnbrook.org>
Sent: Tuesday, November 22, 2022 2:13 PM
To: Currie, Nathan <NCurrie@sain.com>
Cc: Bailey, Alicia <aballey@sain.com>
Subject: RE: [External Email] Montclair TAP [Filed 06 Dec 2022 14:18]

We will put this on the December 12th pre-meeting for discussion and hopefully approval. See you then. Happy Thanksgiving!

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



Ok, sure. I've attached the preliminary cost estimate that was prepared for the TAP application, which includes a breakdown of City/federal funds. The total estimated cost for design and construction, excluding any potential ROW or utility costs, was \$1.14 million. Since the grant is capped at \$1 million (80/20), the City would be responsible for 100% of the cost beyond that amount as shown on the estimate, whether that be engineering fees or construction costs.

We estimated the engineering fees would be 15% of the overall cost, but we'll go ahead and prepare our proposal now so you know for sure. I'll have that to you next week, but if possible, please let me know today if you have a preference on a geotechnical engineer.

The total cost to the City should be the same in both cases...whether you pay Sain with all City funds now or whether you wait to get grant funds approved to pay Sain. Here are pros and cons for each option:

Option 1: Pay Sain design fees with 100% City funds now; use TAP funds for construction
Pros - Begin survey and design work in December; get to ROW/easement acquisition and construction sooner
Cons - If for some unforeseen reason the scope and cost of the project has to shrink (not build trail on Bham property, etc) you might not use all the TAP grant money

Option 2: Have ALDOT approve design fees now and then use some TAP funds to pay a portion of Sain's design fees; use remaining TAP funds for construction

Pros - Ensures you use all the TAP funds, in the event the project scope changes
Cons - Delay start of project for ALDOT to review survey/design fees and authorize TAP funds for survey/design - probably would take 3 months from now; eats into the 2-year timeline available to use the funds, which could put us in more of a time crunch if the project requires additional time to acquire ROW/easement

Nathan Currie, P.E.
Sain Associates
Direct: 205.263.2129
Mobile: 404.983.7379

From: Sam Gaston <gastons@mtnbrook.org>
Sent: Monday, November 21, 2022 11:48 AM
To: Currie, Nathan <NCurrie@sain.com>
Cc: Bailey, Alicia <aballey@sain.com>
Subject: RE: [External Email] Montclair TAP

Prepare us some costs estimates on route versus waiting on the grant to pay for some of it. What are the pros and cons of doing it this way, too. I will share with the Mayor/Council and we can decide at the November 28th or December 12th Council meetings.

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



From: Currie, Nathan [mailto:NCurrie@sain.com]
Sent: Saturday, November 19, 2022 1:16 PM
To: Sam Gaston (gastons@mtnbrook.org)
Cc: Bailey, Alicia
Subject: Montclair TAP

Sam,

Just following up on the Montclair TAP project that we had discussed to give more detail. The project estimate we included in the TAP application exceeded the TAP budget of \$1 million, which would be 80% federal 20% local, so the City would be responsible for 100% of the amount over \$1 million, whether it be engineering or construction costs.

Based on our meeting with ALDOT, it sounds like the process of getting the engineering fees approved for reimbursement with grant money could take around 3 months, and that would have to be completed prior to starting any survey and design. So given the timeline associated with the TAP funds (2 years) and to avoid delaying survey and design until February, I'd recommend the City go ahead and contract with Sain now for the survey and design without any ALDOT participation in those costs. Then the TAP funds would be used on the construction cost of the project, which would exceed \$1 million barring some unforeseen change to the project.

If you're ok with that approach, we should be able to have a proposal to you for the first council meeting in December, and then get started with survey and design once the City approves our contract. What are your thoughts?

Also, in preparing this proposal, we'll need the involvement of a geotechnical engineer, to prepare borings for the potential retaining walls. Do you have a preference on who we team with? I know we've worked with Bhatte on a couple of other projects in the City recently.

Thanks,

Nathan Currie, P.E.
Project Manager / Associate
Sain Associates, Inc.

Two Perimeter Park South
Suite 500 East
Birmingham, Alabama 35243
Direct: 205.263.2129
Mobile: 404.983.7379



Two Perimeter Park South
Suite 500 East
Birmingham, Alabama 35243
Telephone: (205) 948-4428
www.sain.com

December 7, 2022

Mr. Sam Gaston
City Manager
City of Mountain Brook
56 Church Street
Mountain Brook, AL 35213

SUBJECT: Proposal for Design of Sidewalk Improvements along Montclair Road
Mountain Brook, AL
SA Project #22-0343

Dear Sam:

We appreciate the opportunity to submit this proposal for engineering services. Following is a description of our understanding of your project and the scope of services that we propose to undertake.

General Project Understanding

The following understanding is based on the 2023 Transportation Alternatives Program (TAP) application prepared for the project, as well as our previous experience with ALDOT on their requirements for TAP projects:

- The City of Mountain Brook has received a TAP grant to complete the project, and review of this project will flow through ALDOT, as well as the City.
The intent of the project is to construct sidewalk improvements along Montclair Road as shown on the attached exhibit, beginning at Country Club Road and extending to Mountain Brook Park Drive. The improvements will generally be along the south side of Montclair Road and will connect to segments of existing sidewalk located along the corridor. The total length of new 5' sidewalk will be approximately 3,500 feet.
Our experience with TAP grants has involved two separate reviews with ALDOT, along with a final backcheck, rather than their more extensive review process. Therefore, we have scoped this proposal to reflect the two reviews and one final backcheck.
Based on guidance from Jeff McInemey (Pre-Construction Manager for Local Transportation Bureau) the environmental document required for the project will be prepared by ALDOT. Supporting documents and coordination will be required from the City and Sain as specified in the environmental document task below.
Retaining walls will be considered and will likely be necessary in two locations to avoid or minimize impacts outside of the right-of-way. ECS Southeast will prepare up to 2 retaining wall geotechnical reports which will be required by ALDOT for construction of the walls.
The project will include the addition of 2 signalized pedestrian crossings at the intersection of Montclair Road and Memory Lane. Signal design plans are included in this scope of services.
Potential utility conflicts exist along the corridor. In the design process, Sain will attempt to avoid impacts to these utilities. Sain will coordinate with utility owners, and if utility relocations are necessary, will work with affected owners to include any relocation plans to



MINUTE BOOK



be prepared by each owner. Sain's design of utility relocations is not included within this scope but may be provided under a supplemental agreement if requested by the City. The intent is to construct the proposed route within the City's right-of-way where feasible. However, additional right-of-way or easement may be necessary to construct the required improvements. Preparation of up to 4 tract sketches and deeds are included in this scope of services. However, given the uncertainty of the amount of right-of-way or easements needed, appraisal and acquisition services have not been included. If additional right-of-way or easements are determined to be necessary, or if the City desires assistance with appraisals and acquisitions, we can provide these services under a supplemental agreement. All appraisal and acquisition costs would be ineligible for TAP reimbursement though and would be the City's responsibility.

This project will require an NPDES permit from ADEM if disturbance exceeds 1 acre. We will coordinate this submittal with the City as the Permittee. ADEM requires the Permittee create an online account, and we will assist you in this process if needed. The permit application fee is not included within this scope and will need to be submitted to ADEM by the City. Sain will prepare contract documents for the project and will assist with advertising and bidding the project. ALDOT specifications will be utilized as the technical specifications for the work, and all bids received for the project will need to be reviewed by ALDOT.

If desired by the City, Sain will be available to perform Construction Engineering and Inspection (CE&I) services during construction. However, these services are not included within this scope and would need to be provided under a supplemental agreement.

Scope of Services

Sain Associates will provide the following scope of services:

I. Topographic Survey

Field locations will be gathered to establish Topographic and Right-of-Way locations along Montclair Road in the City of Mountain Brook, Jefferson County, Alabama. The survey limits are shown in the Survey Exhibit.

A basic control survey will be performed to locate and identify horizontal and vertical control points which will provide control in the project corridor and will be the basis of subsequent work. In addition, benchmarks will be monumented at intervals not to exceed 1000 feet along the project corridor. This control will be based State Plane Coordinate System (Alabama West Zone). Elevations will be based on NAVD88 Datum.

Contours will be shown at 1-foot intervals and spot elevations will be shown in flat areas. Where accessible, visible drainage and sanitary structures will be shown indicating top and invert elevations as well as type and size of pipes. Visible improvements will be shown including buildings, walls, fences, sidewalks, curbs, parking areas, paved areas, and landscaped areas. Please note that in wooded areas tree lines will be shown in place of individual trees. Utility locate request will be made to Alabama 811 to have underground utilities within the project corridor identified and marked. Once or if the underground utilities have been marked, we will



In the event it is determined a more comprehensive level of document is required for environmental clearance, or in the event that ALDOT requires additional studies and materials be prepared for the document, a supplemental agreement will need to be executed as part of the scope of this project.

III. Construction Plans

The construction plans will include the following sheets, which are typically required for ALDOT approval: Title Sheet; Index/Standard Drawings Sheet, Geometric Control Sheet, Typical Sections, Project Notes, Quantities, Layout Plan, Striping and Signage Plan, Landscaping Notes and Details, Signal Modification Plans (for addition of pedestrian signals), Traffic Control Plan, Erosion Control Plan, Drainage Profiles, Cross Sections (at 50' spacing), Utility Relocation Plans (if provided by utility owners), Retaining Wall Plans, and Details. We will reference ALDOT technical specifications in our design.

Existing drainage ditches and cross drains may be impacted by the shoulder widening in some areas and may need to be regraded or extended beneath the proposed sidewalk. Sain will analyze these ditches and cross drains to ensure sufficient hydraulic capacity is provided.

We will submit our design plans to the City of Mountain Brook and ALDOT at 30% and 85% (PS&E) for review and comment, and we will address comments received. At these same submittal milestones, we will also provide plans to City of Birmingham for the proposed work within Ramsay Park, for review and comment. Once all 85% (PS&E) review comments have been addressed, Sain will resubmit plans and a disposition of comments to ALDOT for a final backcheck. Their review will also require a construction cost estimate with each plan review. Should ALDOT require a more extensive review process, we may require a supplemental proposal for this process.

IV. Signal Modification Plans

We will prepare a signal modification plan for the installation of additional pedestrian accommodations at the intersection of Montclair Road and Memory Lane. The scope of the signal modification plan will include a field visit to perform observations and collect inventory of the existing signal including signal timings. The signal modification plan will follow ALDOT standards and specifications. Attendance at one (1) meeting with the City is included in our traffic engineering scope of services.

The plans for the modification will be prepared for insertion into the roadway plans. Sheets associated with the signal modification will include:

- Project Note Sheet (Signals)
- Plans Legend & Abbreviations (Signals)
- Signal Summary Box Sheet
- Signal Layout Sheet



gather field locations in order to show the underground utilities on the survey. Please note that utility locators often refuse to mark underground utilities lying outside the limits of public Right-of-Way. In addition, utility locators often refuse to mark underground utilities for surveys. If after six days the underground utilities have not been marked a note will be shown on the survey listing the 811 ticket locate number and the unmarked area that the ticket covers. A list of utility contacts information as listed in the 811 ticket or as provided by you will be shown on the survey.

To obtain the topographic survey, access to several properties will be necessary. We will prepare and mail notification letters to the following addresses to inform them of the project and request access to their property:

- 1 Gaywood Circle
- 335 Cross Ridge Road
- 3910 Shannon Lane
- 3912 Shannon Lane
- 3916 Shannon Lane
- 3 Memory Lane
- 3929 Montclair Road

If permission to access their property cannot be obtained by this letter or by crews contacting them while performing the work in the field, we will contact the City for assistance. Sain has not budgeted for multiple attempts, coordination, or contacts with property owners.

Property and Right-of-Way research will be performed with the Judge of Probate for Jefferson County. Those documents along with available Right-of-Way monumentation found in the field will be used to establish the existing Rights-of-Way through the survey area.

The above survey will be drawn to ALDOT Cad standards (ALCAD) and provided in Microstation V8i format.

II. Environmental Document

Based on guidance from Jeff McInerney (Pre-Construction Manager for Local Transportation Bureau) the environmental document required for the project will most likely be a PCE Document (Programmatic Categorical Exclusion Level 1), and ALDOT will prepare the document for the project. However, supporting items will need to be submitted to ALDOT for use in preparation of the document. Therefore, Sain Associates will coordinate with ALDOT for environmental document approval and will provide the following items for ALDOT's use:

1. Clearance request form, including photos and description of impacts
2. Exhibits as determined by ALDOT, especially if right-of-way and/or temporary construction easements become necessary
3. Hazardous materials form
4. Letter of demerits for the portion of sidewalk to be located within Ramsay Park
5. Electronic files and plan submittals

APPENDIX 10

V. Utility Coordination

The proposed sidewalk improvements will be constructed in close proximity to existing utilities, including water and gas lines along the southern shoulder of Montclair Road, and power poles and aerial lines. The intent of the project is to avoid impact to existing utilities. Once Sain has prepared preliminary design plans, we will provide plans to utility owners for a confirmation of existing utility lines and a review of any potential conflicts. Sain will coordinate with the City and utility owners to determine if the relocation of utilities is necessary, and if relocations are unavoidable, Sain will incorporate into the plan set any relocation plans prepared by utility companies for the contractor's reference.

VI. Meetings and Project Management

Sain has budgeted for the following face-to-face meetings:

- Meeting with City of Birmingham parks department
- PS&E review meeting with City
- Two other project related meetings (property owners, City Council, etc.)

Sain will coordinate with the City and ALDOT regularly regarding project status, reviews, and submittals. We do not anticipate any public hearings and have excluded this coordination or attendance at any public meetings. Sain will also communicate with the City of Birmingham to request the City's input and approval for the sidewalk construction within Ramsay Park. We anticipate one meeting and multiple conversations with the City of Birmingham's parks department to discuss the proposed improvements within the park.

VII. Tract Sketches and Legal Descriptions

Sain has budgeted to prepare a right of way map, tract sketches, and legal descriptions for up to four properties. These will be for the City's use in obtaining the required right of way or easements. Since the amount of right of way or easements necessary for the project are unknown at this point, the City will only be billed for these services if they are required. Appraisal and acquisition services are not included in this scope of services.

VIII. Geotechnical Services

ALDOT requires that a retaining wall report be prepared by a geotechnical engineer for all walls exceeding 4 feet in height. ECS will prepare the required retaining wall report based on their attached scope of services. We have estimated the length of walls to be over 4 feet in height, but the ultimate length will be determined during the design process and could affect the amount of geotechnical services required.



IX. Contract Documents, Advertising and Bidding

Sain will prepare contract documents necessary for the project. We will utilize the Engineers Joint Contract Documents Committee (EJCDC) or the American Institute of Architects (AIA) standard documents for the front end documents, contract, and general conditions. The ALDOT specifications will be utilized as the technical specifications for the work. Sain will prepare any required special conditions for insertion into the contract documents.

Sain will prepare an advertisement for bids to be advertised in newspapers and handle the coordination to have the advertisement published. The construction estimate is anticipated to be in excess of \$500,000, so the project will be advertised in three newspapers of general circulation throughout the state at least once and for three consecutive weeks in a newspaper in circulation in the County to satisfy state bid law. As part of this task, Sain will respond to contractor's requests for information (RFIs), conduct a Pre-Bid meeting if needed, attend the bid opening, tabulate and review the bids to then recommend awarding the contract.

Exclusions

The following services are excluded from this proposal but can be provided if deemed necessary and requested by you: setting missing or calculated property corners; title reviews or research; setting metal caps for control; staking or setting centerline points; utilizing ALDOT procedures from the ALDOT survey manual to set the horizontal and vertical control; ALTA or Boundary survey; public hearings; permitting not specifically included within this scope; design of utility relocations; staking for utility relocation; traffic counts; traffic impact studies; lighting design; right-of-way and easement appraisal and acquisition services; staking of ROW/easement acquisition limits; construction staking; full time CE&I (inspections); stormwater inspections during construction; or other scope not specifically included. Although not anticipated at this time, any work listed above that may arise will not begin until we have received written authorization from you to proceed.

Fees

We propose to provide the above described services based on the following lump sum fee schedule:

I. Topographic Survey	\$ 26,680
II. Environmental Document	\$ 7,183
III. Construction Plans	\$ 77,976
IV. Signal Modification Plans	\$12,500
V. Utility Coordination	\$ 8,250
VI. Meetings and Project Management	\$ 9,150
VII. Tract Sketches and Legal Descriptions (not to exceed amount)	\$ 7,772
VIII. Geotechnical Services	\$ 9,660
IX. Contract Documents, Advertising and Bidding	\$10,500

Total Estimated Budget \$169,671

Reimbursable expenses such as printing, shipping, mileage, etc. are included in the above fees. The ADEM permit fee, if necessary, is NOT included in the above fees and will be the responsibility of the City.

Procedures for Changes in Scope of Work

The scope of work documented herein is based upon information known as of the date of this proposal. Should future changes (e.g. site plan, regulatory, project phasing, additional meetings, etc.) necessitate changes in the scope of work, we will contact you to discuss the scope of the additional work and its impact to our contracted fees and project schedule. No additional work will be undertaken by Sain or our subconsultants without your authorization.

Terms and Conditions

This contract is subject to the enclosed Terms and Conditions. All subsequent services required by you outside the scope of service specified will be performed on a time and materials basis according to the schedule of rates enclosed. Any modification to this contract document must be approved in writing by both parties with approval indicated by each signatory's initials and the date of approval.

Proposal Limitations

We reserve the right to withdraw or modify this proposal if not contracted within 60 days.

Sain Associates has provided this proposal with the understanding that you have selected our firm to perform professional services based upon our staff's qualifications, experience and reputation and not solely upon the cost of the services proposed. We trust the fees outlined herein are acceptable and within your project budgetary plans. We look forward to commencement of the work and will be glad to address any questions or concerns you have regarding the technical scope and/or schedule of fees for this proposal. If you should request additional prices for the scope of work included herein from other consulting engineers and/or land surveyors, please consider our proposal withdrawn in order to comply with Alabama Administrative Code Chapter 330-X-14-.05(f).

APPENDIX 10



Schedule

Upon receipt of NTP, Sain will contact the City to determine a mutually agreeable schedule to achieve project completion.

Thank you for the opportunity to provide this proposal. If you have any questions or need clarification on any item, please call me. We look forward to working with you.

Sincerely,

SAIN ASSOCIATES, INC.

Nathan Currie, P.E.
 Project Manager/Associate
 AL No. 32400

OFFERED:
 SAIN ASSOCIATES, INC.
 BY: Alicia Bailey, P.E. / Principal/Owner / AL No. 26339

Signature of Authorized Representative

Date: 12/7/22

ACCEPTED:
 CITY OF MOUNTAIN BROOK

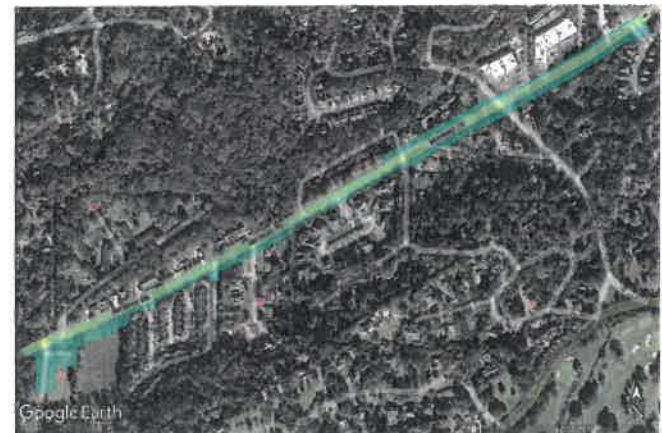
BY:
 Stewart Welch
 Signature of Authorized Representative
 Print Name & Title

Date: 12-12-2022

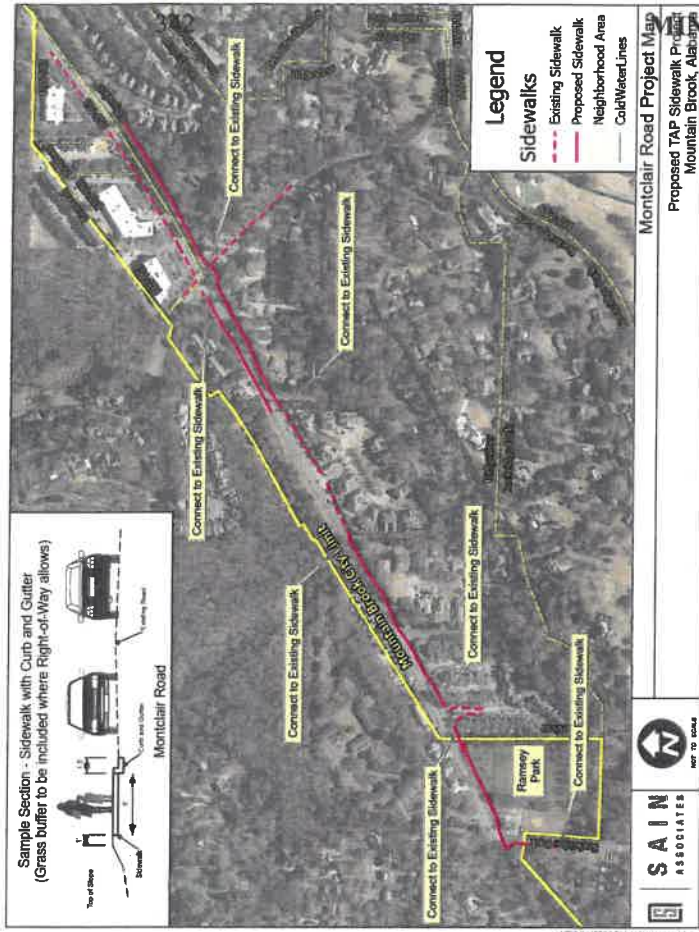
Enclosures:
 Survey Exhibit
 Project Exhibit
 ECS Proposal for Geotechnical Services
 Sain Terms & Conditions (sch. 2023)



SURVEY EXHIBIT



Survey boundary shown in blue above



ROUTE BOOK 93



ECS Southeast, LLP

Proposal for Geotechnical Engineering Evaluation Services

Montclair Road Sidewalk Retaining Walls
 Montclair Road
 Mountain Brook, Alabama 35213
 ECS Proposal Number 30-2633-P

December 7, 2022

APPENDIX 10



December 7, 2022 ECS Southeast, LLP

SCOPE OF SERVICES

Geotechnical Services

The purpose of this exploration is to determine the site subsurface conditions and provide geotechnical recommendations for foundation systems and site grading procedures for construction of the proposed structures. To accomplish this, ECS proposes to explore the site with soil test borings. This information should be used by design engineers and architects for the above-referenced project to formulate the individual component designs.

Base Scope Field Exploration

ECS's services will include drilling a series of exploratory SPT soil test borings as described below. The number of borings is compliant with *ALDOT's Geotechnical Manual 390* (dated 9-9-2021) specifications for retaining wall structures.

- Three (3) borings to 15 feet below the ground surface within the footprint of Wall 1
- Three (3) borings to 15 feet below the ground surface within the footprint of Wall 2

A total of 90 feet of drilling has been included in our budgeted fees. This will not be exceeded without your prior authorization. We understand that the site is currently developed and assume that site clearing will not be required to access boring locations. For the purposes of this proposal, we have assumed that a truck mounted drill rig will be able to access the boring locations.

The boreholes will be checked for groundwater upon completion of drilling, and then backfilled by shoveling the soil cuttings into the holes. It should be noted that some settling may occur over time in the boring areas. Additionally, some of the borings will be left open over the course of drilling for reading groundwater levels after stabilization.

Some additional wear of the surface should be anticipated in the proposed soil test boring locations. Neither ECS nor ECS's subcontractors are responsible for restoration of the surface to its original condition.

We are free to discuss this intended scope and can revise according to your needs and expectations. In general, Standard Penetration Testing will be performed at 2.5-foot intervals in the first 10 feet and at 5-foot intervals thereafter, where applicable. In SPT borings, groundwater readings will be taken during drilling and the day following drilling. Borings will be located using either simple taping methods or GPS (our base scope does not include location of borings by surveying).

We will contact the Alabama 811 System to locate underground utilities.

Traffic Control

We understand from you that Mountain Brook Public Works is available to provide traffic control. As such, we have specifically excluded traffic control from our fees.

Nathan Currie, P.E.
 Sain Associates
 2 Perimeter Park South, Suite 500 East
 Birmingham, Alabama 35243

Reference: Proposal for Geotechnical Engineering Evaluation Services
 Montclair Road Sidewalk Retaining Walls
 Montclair Road
 Mountain Brook, Alabama 35213

ECS Proposal Number 30-2633-P

Dear Mr. Currie:

ECS Southeast, LLP (ECS) is pleased to provide Sain Associates with general guidelines and a fee estimate for performing Geotechnical Engineering Evaluation Services for the above-referenced property. This proposal contains a summary of relevant information as ECS understands it, a project schedule and the estimated costs for completion of the proposed work.

PROJECT UNDERSTANDING

Our knowledge of the proposed construction is based on correspondence between you and David Marsh, P.E. Sidewalks are to be constructed along Montclair Road within the city limits of Mountain Brook approximately from Rockridge Park to Mountain Brook Park Drive. The sidewalks will be 5 feet wide and most of the construction will be located south of Montclair Road. Due to steep existing grades, two locations will require retaining walls to support the sidewalks. The walls are anticipated to be no longer than 200 feet each and the proposed heights will be on the order of 4 to 6 feet.

Wall 1 is located approximately between Memory Lane and 3929 Montclair Road and appears thickly vegetated near Memory Lane and with a grassed slope near 3929 Montclair Road. Wall 2 is located approximately between Gaywood Circle and the existing sidewalk west of the Village Place subdivision and appears to consist of a grassed slope with dense vegetation at the base of the slope. A grading plan was not available at the time of this proposal.

In order to evaluate the subsurface conditions within limits of the proposed development, a series of soil tests and soil borings will be performed. The scope of services proposed for this subsurface exploration and geotechnical engineering analysis is given in the following section.



Laboratory Testing Services

The soil samples will be transported to our laboratory in Birmingham, Alabama for further identification and testing. Laboratory testing for the base scope of services will include the following (subject to slight modifications, depending on the results of exploration):

Natural Moisture Contents	30 each
Atterberg Limits, If Applicable	3 each
Sieve Analysis	3 each

Engineering Report

The conditions encountered by the soil borings will be reviewed by a geotechnical engineer and recommendations for design and construction of the project will be developed. Our geotechnical recommendations will be presented in an engineering report that will address the following items:

- Project description;
- Site conditions, including geologic and special site features;
- Field exploration procedures;
- Subsurface conditions;
- Site development recommendations;
- Suitability of soils for use as fill material;
- Discussion of groundwater impact;
- Techniques to control shallow groundwater (if applicable);
- Discussion of difficult excavation (if applicable);
- Evaluation of expansion of cut material during fill placement;
- Compaction recommendations;
- Foundation recommendations of the retaining walls
- Special conditions encountered (if applicable); and
- Exploration location plan

Electronic copies of the report will be emailed to all on the project distribution list as approved by the client.

FEE ESTIMATE

Geotechnical Study

We will perform the proposed base scope of services outlined herein for a lump sum fee of \$9,200. ECS assumes that clearing will not be required, and a truck mounted rig will be needed to perform the drilling operations. We have included traffic control within our scope of services. If unanticipated subsurface conditions are encountered that requires modification to the proposed scope of services, you will be contracted for both your review and authorization. Our lump sum fee is comprised of the following:

Cost Breakdown Table	
Item	Cost
Drilling and Field Engineer	\$4,500
Laboratory Testing	\$800
Engineering Report	\$1,900
Private Utility Locate	\$2,000

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APPENDIX 10

We have assumed that the site is not environmentally impacted and will not require specialized services for impacted conditions.

If additional work is required due to unexpected conditions encountered during our field study, or because of a request for additional services, they will be invoiced on a unit rate basis. Prior to modifying or expanding the agreed upon scope of work, your authorization for changes in the scope of services, cost, and schedule for the project will be required.

The above fees and our schedule assume that the site is readily accessible by conventional equipment. They also assume we have full access to the site and are not required to encounter standby time or wait on others to gain access to our drilling locations. If these problems are encountered, you will be charged the additional time plus the additional charges in accordance to our attached Fee Schedule.

Provided conditions are as understood, and as assumed, ECS would expect the final costs to be as outlined above. Should conditions, sampling results or observations indicate that additional work is necessary or warranted, we would notify you of the additional costs before modifying or expanding the extent of our scope of services. If other items are required based on field conditions encountered in our field exploration program, they would be invoiced in accordance with the attached Fee Schedule. Before modifying or expanding the extent of our exploration program, you would be informed of our intentions for both your review and authorization.

PRELIMINARY ITEMS

Utility Locate

Location of existing utilities must be addressed before beginning on-site exploratory work, as follows:

ECS will contact the public utility locator service— Alabama 811 —to request that utilities be marked prior to performing exploratory work (digging, drilling, etc.). Alabama 811 will subsequently contact the utility companies typically known to have utilities located in the vicinity of the project site. Normally, this includes water, gas, sewer, electrical power, telephone, and cable. The individual companies mark their utilities using spray paint, but only extend to the meter. It will be your responsibility to identify other utilities.

- ECS hereby asks that Sain Associates notify us of all utilities located on site, particularly those utilities beyond the meter or private utilities not identified by Alabama 811. While ECS will take precautions to avoid utilities of which the owner notifies ECS, ECS is not responsible for utilities not marked by Alabama 811.
- A private utility locator service is included in our fee.

SCHEDULE OF WORK

ECS will begin the above scope of work immediately after receiving your written authorization to proceed. ECS's work starts with us contacting the public utility locator service, but we cannot begin work on site until location work is completed (usually within 72 hours, excluding weekends and holidays).

Based on current availability, ECS anticipates its field work will begin within 15 business days of written authorization to proceed. We anticipate that the field work will take about 1 to 2 business days to complete the drilling, and the reports will be provided within 20 business days after receiving written

authorization to proceed. We can submit preliminary recommendations within 5 days of the completion of the fieldwork.

In order to maintain this schedule, it is critical that ECS receives your written authorization, special instructions and distribution list in a timely manner.

AUTHORIZATION

If the scope of work as outlined above and the attached Terms and Conditions are acceptable to you, please sign the attached Proposal Acceptance Form on behalf of Sain Associates and return one copy of the Proposal Acceptance Form to ECS. Please note that the attached Terms and Conditions of Service are incorporated herein by reference and are an integral part of this agreement between us.

Alternatively, you could issue a letter of acceptance or purchase order. If you opt to do so, ECS would ask that you include the proposal number and date hereof on such documents in order to incorporate this proposal by reference.

By signing the Proposal Acceptance Form—or by referencing this proposal in other documents intended to authorize ECS to proceed with the scope of services described above—you are accepting the Terms and Conditions of Service within the professional services agreement between ECS and Sain Associates (established concurrent with execution of the proposal).

This proposal is valid for a period of sixty days; beyond that date it may be necessary to revise our schedule or fees.

Fully completing and signing the attached Proposal Acceptance Form on behalf of Sain Associates will provide formal authorization for ECS to enter the site and perform the above work, as well as providing proper invoicing instructions and distribution lists for reports and correspondence. Please provide any specific instructions or details not covered in this proposal on the attached Proposal Acceptance Form. Please note we have provided a place for you to enter invoicing instructions and report distribution.

Again, thank you for the opportunity to submit this proposal to provide geotechnical services and serve as your geotechnical consultant. We look forward to the opportunity to work with you on this project and hope to serve as your geotechnical consultant in the future. If you have questions, or if we can be of additional service, please contact us at 205-588-5099.

Respectfully submitted, ECS SOUTHEAST, LLP

David Marsh, P.E. Principal Engineer/Branch Manager DMarsh@ecslimited.com

Brannon Fox, P.E. Geotechnical Project Manager BFox@ecslimited.com

Attachments: Proposal Acceptance Form Terms and Conditions of Service



SAIN ASSOCIATES, INC. TERMS AND CONDITIONS

Principal	\$210.00 - \$300.00 per Hour
Engineer/Manager	\$155.00 - \$160.00 per Hour
Senior Engineer	\$145.00 - \$230.00 per Hour
GIS Professional	\$130.00 - \$150.00 per Hour
Designer	\$95.00 - \$140.00 per Hour
Surveyor	\$110.00 - \$155.00 per Hour
Survey Crew (1-Person)	\$110.00 per Hour
Survey Crew (1-Person + Robot)	\$165.00 per Hour
Survey Crew (2-Person)	\$190.00 per Hour
Survey Crew (3-Person)	\$240.00 per Hour
Survey Van Driver	\$170.00 per person per Night
Level 1 Inspector	\$80.00 - \$100.00 per Hour
Level 2 Inspector	\$85.00 - \$120.00 per Hour
Administrative Support	\$65.00 - \$78.00 per Hour

Payment Payment for services by Consultant is to be made monthly based upon the percentage of work completed and invoiced to Client. Client's obligation to pay for services rendered hereunder is in no way dependent upon its ability to obtain financing, to obtain payment from a third party, or to obtain approval of any governmental or regulatory agencies, or upon Client's successful completion of the project. Payment for services and expenses hereunder is due in full within thirty (30) days after receipt of invoice. For past due accounts in excess of 120 days Consultant will issue a past due statement with interest of 15% per month from said 30th day. Consultant may elect to seek assistance in collection of accounts in excess of 120 days in which case Client will be billed for attorney's fees for collection in the amount of 1/3 of the outstanding balance or such greater amount as the court finds reasonable. Consultant reserves the right to suspend services under this agreement until receipt of payment in full for all amounts due for services rendered and expenses incurred.

At Immigration Law Compliance

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they 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, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting there from.

Standard of Care

The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care ordinarily provided by members of Consultant's profession practicing under the same or similar circumstances and professional licenses at the same time and in the same locality, or especially as is present considering the ordinary professional skill and care of a competent member of Consultant's profession. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

Responsibility of the Client

Client shall provide all criteria and full information as to Client's requirements for the Project, including budgetary limitations.

Reliance on Information Provided by Others

Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client. Client's Consultants and Contractors, and information from public records, without the need for independent verification.

Schedules, Budgets and Estimates or Opinions of Cost

Any schedules or completion dates, budgets, or estimates of cost prepared by Consultant represent Consultant's professional judgment based on its experience and available information. Since neither Consultant nor Client has control over the cost of labor, materials, or equipment, or contractor's methods of determining prices; competitive bidding or market conditions; utility conflicts or right-of-way conditions; agency approval times or actions of a Consultant Program Manager not employed by Sain, the Consultant cannot and does not warrant or represent that actual schedules, budgets or completion dates or actual costs will not vary from schedules or completion dates, budgets or estimates of cost prepared by Consultant or proposed, established, or approved by Client.

Approvals

Client agrees and acknowledges that the approval process necessary to maintain a project timeline is both unpredictable and outside of the Consultant's control. Consequently, the Consultant makes no representations as to its ability to timely achieve or to obtain said permits or approvals from any governing authority or outside agency.

Site Visits/Job Site Safety/Construction Phase Services

Consultant and Client acknowledge and agree that the Consultant shall not have responsibility and will not be liable for jobsite safety or construction means and methods, regardless of whether Consultant's scope of services documented herein include site visits during the construction phase. The Consultant is not responsible for, and shall by no means be liable for, the acts or omissions of any owner, contractor, subcontractor or material supplier.

Right of Entry

Client, at its sole cost and expense, shall furnish the Consultant, its agents, employees, and subcontractors a right-of-entry and any other authorizations or licenses needed for Consultant to enter the Project location to perform the services contemplated by this Agreement. Client agrees and acknowledges that the services provided by the Consultant may require certain activities that may disturb the use of the Project's property location and may disturb, alter, or damage the terrain and vegetation thereon and that Consultant will not restore the property to its original state.

Certifications

Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant's having to certify, guarantee, or warrant the existence of conditions that Consultant cannot ascertain or verify. Further, Consultant and Client acknowledge and agree that Consultant shall not be expected to provide any certifications unless expressly agreed upon by Consultant, as evidenced in writing within the scope of Consultant's work provided to Client.



Project No. TAPAA-TA23(919)
 County Jefferson
 Description Sidewalks along Montclair Road
 Scope of Work Sidewalk, Signal Modification, and Retaining Walls
 Project Length 0.75 Miles

Consultant Sain Associates
 Out-of-pocket Expenses (Corridor Study)

TRAVEL COST				
Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
	0	0	\$0.585	
	0	0	\$0.585	
	0	0	\$0.585	
	0	0	\$0.585	
Total Mileage Cost				

Subsistence Cost				
	Days	# People	\$/Day	Total
Travel allowance (6 hour trips)	0	0	\$11.25	\$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -
Travel allowance (overnight)**	0	0	\$75.00	\$ -
Total Subsistence Cost				
Total Travel Cost				

PRINTING / REPRODUCTION COST					
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
Clearance request form and supporting documents	4	20	80	\$ 0.25	20.00
	0	0	0	\$ -	-
	0	0	0	\$ -	-
	0	0	0	\$ -	-
	0	0	0	\$ -	-
	0	0	0	\$ -	-
Total Printing/Reproduction Cost					

Communication Cost (telephone, fax, etc.) Total \$ -

Postage Cost (overnight, stamps, etc.) Total \$ 25.00

Other (provide description on next line) Total \$ -

Total Out-of-pocket Expenses \$ 45.00

Comments:

**You must have ALDOT approval for ANY overnight trips of less than 100 miles.

Form Revised 1-3-13

12/8/2022 Alabama Department of Transportation 11:19 AM

Task	PLS	Crew	Tech/CADD	Clerical	Consultant Sain Associates	
					Man	Day
FIELD SURVEY						
Based on a 0 Man Crew						
Task A: Mobilization and Basic Control Survey						
A-1 Mobilize/Demobilize	0.13		0.25		0.00	0.00
A-2 Contact Property Owners	0.00		0.00		0.00	0.00
A-3 Perform Basic Control Survey	0.13		1.00		0.00	0.00
A-4 Conduct On-site Inspection	0.25		0.25		0.00	0.00
	0.00		0.00		0.00	0.00
	0.00		0.00		0.00	0.00
Task A Totals	0.51		1.50		0.00	0.00
Task B: Project Alignment and Profile						
B-1 Run Closure of Basic Control Survey/Prepare Closure Diagram	0.00		0.00		0.00	0.00
B-2 Establish Contour/Obtain Ground Profile	0.50		4.00		0.00	0.00
B-3 Obtain Topographic Data	0.00		0.00		0.00	0.00
	0.00		0.00		0.00	0.00
	0.00		0.00		0.00	0.00
	0.00		0.00		0.00	0.00
Task B Totals	0.50		4.00		0.00	0.00
Task C: Supplemental Control Surveys and Data Gathering						
C-1 Traverse Cross-Roads-and-Railroads	0.00		0.00		0.00	0.00
C-2 Stream Topography & Cross-Sections/Complete HYD-100 & 101 Forms	0.00		0.00		0.00	0.00
C-3 Define Drainage Areas/Prepare Schematic Drainage Map	0.00		0.00		0.00	0.00
C-4 Obtain Cross-Sections at 20-Meter-Intervals and Ground Break Points	0.13		1.00		0.00	0.00
Task C Totals	0.13		1.00		0.00	0.00

APPENDIX 10

Form Revised 1-3-13

12/8/2022 Alabama Department of Transportation 11:19 AM

Task	PLS	Crew	Tech/CADD	Clerical	Consultant Sain Associates	
					Man	Day
FIELD SURVEY						
Task C Totals	0.13		1.00		0.00	0.00
Task D: Utility Surveys, Drainage Sections and Compilation of Data						
D-1 Identify/Locate Utilities	0.13		1.00		0.50	0.00
D-2 Obtain Hydrological Location Summary	0.00		0.00		0.00	0.00
D-3 Tie All Available Section Corners & All Available Front Corners of Affected Properties to Project Centerline	0.50		1.50		0.00	0.00
D-4 Obtain Copies of Latest Deeds	0.00		0.00		0.00	0.25
D-5 Set & Reference Pegs, Poles, POCs, & other critical points	0.00		0.00		0.00	0.00
D-6 Reduce Survey Field Notes	0.50		0.50		0.00	0.00
D-7 Submit Work for Review/Sealed Mylar Print of Accepted Field Map	0.00		0.00		0.00	0.00
	0.00		0.00		0.00	0.00
Task D Totals	1.63		2.50		0.50	0.25
TOTALS	2.77		9.00		4.25	1.25

Form Revised 1-3-13

Project No. TAPAA-TA23(919)
 County Jefferson
 Description Sidewalks along Montclair Road
 Scope of Work Sidewalk, Signal Modification, and Retaining Walls
 Project Length 0.75 Miles

Consultant Sain Associates
 Fee Proposal (Field Survey)

PERSONNEL COST		
	Man-days	Daily Rate
Project Manager (10% of PLS)	0.28	\$ 576.72
PLS	2.77	\$ 370.08
Survey Crew (see man-day sheet)	9.00	\$ 697.76
Engineering Technician/CADD	4.25	\$ 330.50
Clerical	1.25	\$ 187.40
Total Direct Labor		\$ 2,162.46
Combined Overhead (%)	195.00	\$ 16,024.75
Out-of-Pocket Expenses**		\$ -
Sub-Total		\$ 24,247.57
Operating Margin (10%)		\$ 2,424.26
Sub-Total		\$ 26,666.83
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)		
		\$ -
		\$ -
		\$ -
Subconsultant Administration Expense (5%)		\$ 1,333.34
Sub-Total		\$ 26,666.83
Facilities Capital Cost of Money (% of Direct Labor)	0.16	\$ 13.15
TOTAL FEE		\$ 26,679.98

Project No. TAPAA-TA23(919)			
County Jefferson			
Description Sidewalks along Montclair Road			
Scope of Work Sidewalk, Signal Modification, and Retaining Walls			
Project Length 0.75 Miles			
Consultant Sain Associates			
Fee Proposal (ROW Map, Tract Sketches & Deeds)			
PERSONNEL COST			
	Man-days	x Daily Rate	
Project Manager (10% of Engr.)	0.15	\$ 576.72	\$ 88.51
Engineer	1.50	\$ 438.57	\$ 654.86
Engineering Technician/CADD	5.00	\$ 330.50	\$ 1,652.50
Clerical	0.00	\$ 197.40	\$ -
	Total Direct Labor		2,383.87
Combined Overhead (%)	195.00		\$ 4,668.05
Out-of-Pocket Expenses**			\$ -
	Sub-Total		7,061.92
Operating Margin (10%)			\$ 706.19
	Sub-Total		7,768.11
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ -
	Sub-Total		7,768.11
Facilities Capital Cost of Money (% of Direct Labor)	0.16		\$ 3.83
	TOTAL FEE		7,771.94

**See Grand Total Fee sheet

Project No. TAPAA-TA23(919)				
County Jefferson				
Description Sidewalks along Montclair Road				
Scope of Work Sidewalk, Signal Modification, and Retaining Walls				
Project Length 0.75 Miles				
Consultant Sain Associates				
Out-of-pocket Expenses (ROW Map, Tract Sketches & Deeds)				
TRAVEL COST				
Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
	0	0	\$0.585	\$ -
	0	0	\$0.585	\$ -
	0	0	\$0.585	\$ -
	0	0	\$0.585	\$ -
	Total Mileage Cost			\$ -
Subsistence Cost	Days	# People	\$/Day	Total
Travel allowance (8 hour trips)	0	0	\$11.25	\$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -
Travel allowance (overnight)***	0	0	\$75.00	\$ -
				\$ -
				\$ -
	Total Subsistence Cost			\$ -
	Total Travel Cost			\$ -
PRINTING / REPRODUCTION COST				
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet
	0	0	0	\$ -
	0	0	0	\$ -
	0	0	0	\$ -
	0	0	0	\$ -
	0	0	0	\$ -
	0	0	0	\$ -
	Total Printing/Reproduction Cost			\$ -
Communication Cost (telephone, fax, etc.)				
				Total
				\$ -
Postage Cost (overnight, stamps, etc.)				
				Total
				\$ -
Other (provide description on next line)				
				Total
				\$ -
				Total Out-of-pocket Expenses
				\$ -
Comments:				

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.

Form Revised 1-3-13

Form Revised 1-3-13

Project Number TAPAA-TA23(919)		CPMS # _____	
County Jefferson			
Description Sidewalks along Montclair Road			
Scope of work Sidewalk, Signal Modification, and Retaining Walls			
Length 0.75 miles			
Consultant Sain Associates			
ROADWAY PLANS	NO OF SHEETS	ESTIMATED MAN-DAYS	
SHEET TITLE		ENGINEER	TECHNICIAN
		SHEET	TOTAL
TITLE SHEET	1.00	0.13	0.13
INDEX SHEET	1.00	0.13	0.13
GEOMETRIC LAYOUT/SURVEY CONTROL	1.00	0.25	0.25
PROJECT NOTE SHEET (Project)	1.00	0.25	0.25
PROJECT NOTE SHEET (TOP)	1.00	0.13	0.13
PROJECT NOTE SHEET (Signage)	0.00	0.00	0.00
PROJECT NOTE SHEET (Signals)	1.00	0.25	0.25
PROJECT NOTE SHEET (ITS)	0.00	0.00	0.00
PROJECT NOTE SHEET (Lighting)	0.00	0.00	0.00
PROJECT NOTE SHEET (Traffic Loops)	0.00	0.00	0.00
PLANS LEGEND & ABBREVIATIONS	3.00	0.13	0.39
TYPICAL SECTIONS			
Main Roadway	2.00	0.25	0.50
Cross Roads	0.50	0.25	0.13
Detour & Misc.	0.00	0.00	0.00
Ditches	0.00	0.00	0.00
SUMMARY SHEET			
Main Summary	1.00	0.50	0.50
SUMMARY BOX SHEETS			
Roadway Drainage (non-culvert)	0.25	0.25	0.06
Culvert Extension, New Culvert	0.00	0.00	0.00
Bridge Culvert Extension, New Bridge Culvert	0.00	0.00	0.00
Guardrail/End Anchors	0.00	0.00	0.00
Slope Paving (Under Bridges)	0.00	0.00	0.00
Side Drain Pipe	0.25	0.25	0.06
Signage	0.50	0.25	0.13
Base & Pavement	0.00	0.00	0.00
Landscaping	0.25	0.25	0.06
Striping & Pavement Markings	0.25	0.25	0.06
Curb & Gutter	0.25	0.25	0.06
Heminal & Fence	0.25	0.25	0.06
Roadway Lighting	0.00	0.00	0.00
Signals	1.00	0.50	0.50
ITS	0.00	0.00	0.00
Sidewalk	0.75	0.25	0.18
Slope Paving (Ditches)/Ditch Summary	0.25	0.25	0.06
Concrete Driveway	0.25	0.25	0.06
Retaining Wall	0.25	0.25	0.06
Misc. Boxes	0.00	0.00	0.00
Erosion Control	0.50	0.25	0.13
Removal Items	0.25	0.25	0.06
Utility Restoration	0.00	0.00	0.00
PLAN & PROFILE			
Main Roadway	4.00	0.50	2.00
Crossroads	1.00	0.25	0.25
Driveway Profiles	1.00	0.25	0.25
Retaining Walls	2.00	0.75	1.50
	0.00	0.00	0.00

ROADWAY PLANS		NO OF SHEETS	ESTIMATED MAN-DAYS	
SHEET TITLE			ENGINEER	TECHNICIAN
		SHEET	TOTAL	SHEET
PAVING LAYOUT (includes striping)				
Main Roadway	4.00	0.25	1.00	0.50
Crossroads	1.00	0.25	0.25	0.50
Intersections	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
INTERCHANGES				
Geometrics	0.00	0.00	0.00	0.00
Ramp Profiles	0.00	0.00	0.00	0.00
Site Grading	0.00	0.00	0.00	0.00
Cross Sections	0.00	0.00	0.00	0.00
Signage	0.00	0.00	0.00	0.00
Ramp Gore Details	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
TRAFFIC CONTROL				
Sequence of Construction	0.50	0.25	0.13	0.50
Summary & Items	1.00	0.25	0.25	0.50
Typical Section Sketches	1.00	0.13	0.13	0.50
Layout Sheets (signs, devices, shifts, etc.)	0.00	0.00	0.00	0.00
Special Drawings	0.00	0.00	0.00	0.00
Details	3.00	0.07	0.21	0.13
SIGNING				
Sign Layout	1.00	0.25	0.25	0.75
Sign X-Section	0.00	0.00	0.00	0.00
Sign Panel Details	0.00	0.00	0.00	0.00
Soils Data Sheets (provided by ALDOT)	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
SIGNALIZATION				
Signal Layout and Traffic Analysis (1 per site)	1.00	2.00	2.50	5.00
Traffic Counts (1 per site)	0.00	0.00	0.00	0.00
Signal Warrant Analysis (1 per site)	0.00	0.00	0.00	0.00
Soils Data Sheets (provided by ALDOT)	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
ITS				
Systems Engineering	0.00	0.00	0.00	0.00
Special Study	0.00	0.00	0.00	0.00
Legend	0.00	0.00	0.00	0.00
Special Details	0.00	0.00	0.00	0.00
ITS Layout	0.00	0.00	0.00	0.00
Optical Fiber Splice Charts	0.00	0.00	0.00	0.00
Fiber - Cable Routing Diagram	0.00	0.00	0.00	0.00
Specifications	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
LANDSCAPING				
Plan Layout	1.00	0.13	0.13	0.50
Notes	1.00	0.07	0.07	0.25
Special Details	1.00	0.13	0.13	0.50
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
UTILITY SHEETS					
Utility Locations (plan/profile)	5.00	0.07	0.35	0.25	1.25
Coordination with Utility Owners			1.50		2.00
Meeting with Utility Owners			1.00		1.50
			0.00		0.00
			0.00		0.00
DRAINAGE SECTIONS					
Analysis and Inlet/Ditch Computations			1.00		1.50
Pipe & Culvert X-Section/Hydraulic Computations	2.00	0.50	1.00	1.00	2.00
Hydraulic Data Sheet	0.00	0.00	0.00	0.00	0.00
Details	1.00	0.25	0.25	0.50	0.50
			0.00		0.00
SOIL SHEETS					
Soil Boring Logs	0.00	0.00	0.00	0.00	0.00
Soil Profile	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
EROSION CONTROL					
Legend & Sequence	1.00	0.13	0.13	0.25	0.25
Non-Phased Sheets	5.00	0.13	0.56	0.50	2.50
CBMPP & NOI			2.00		3.00
			0.00		0.00
ROADWAY CROSS SECTIONS					
Main Roadway	16.00	0.13	2.08	0.25	4.00
Crossroads	1.00	0.13	0.13	0.25	0.25
Earthwork Balancing	0.00	0.00	0.00	0.00	0.00
			0.00		0.00
REVIEW COMMENTS					
30% Submittal and Comments			0.50		0.50
PS&E Submittal and Comment Disposition			1.50		1.50
(PS&E Review Mtg Not Included)			0.00		0.00
Cost Estimates					
Meetings with City			1.00		1.50
Site Visits			1.00		1.00
Contract Docs, Advertising, & Bidding			3.50		4.00
SUB-TOTAL	72.75		31.98		60.35
10% Supervision			3.20		
TOTALS	72.75		31.98		60.35

Project No. TAPAA-TA23(919)	
County Jefferson	
Description Sidewalks along Montclair Road	
Scope of Work Sidewalk, Signal Modification, and Retaining Walls	
Project Length 0.75 Miles	
Consultant Sain Associates	
Fee Proposal (Roadway Plans)	
PERSONNEL COST	
	Man-Days x Daily Rate
Project Manager (10% of Eng.)	3.20 \$ 576.72 \$ 1,845.50
Engineer	31.98 \$ 436.57 \$ 13,961.51
Engineering Technician/CADD	60.35 \$ 330.50 \$ 19,958.90
Clerical	3.00 \$ 197.40 \$ 592.20
	Total Direct Labor \$ 38,358.11
Combined Overhead (%)	195.00 \$ 70,898.31
Out-of-Pocket Expenses**	\$ 305.36
	Sub-Total \$ 107,561.78
Operating Margin (10%)	\$ 10,756.18
	Sub-Total \$ 118,317.96
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)	
ECS	\$ 9,200.00
	\$ -
	\$ -
Subconsultant Administration Expense (5%)	\$ 460.00
	Sub-Total \$ 127,977.96
Facilities Capital Cost of Money, (% of Direct Labor)	0.16 \$ 58.17
	TOTAL FEE \$ 128,036.13

**See Grand Total Fee sheet

APPENDIX 10

Project No. TAPAA-TA23(919)	
County Jefferson	
Description Sidewalks along Montclair Road	
Scope of Work Sidewalk, Signal Modification, and Retaining Walls	
Project Length 0.75 Miles	
Consultant Sain Associates	
Out-of-pocket Expenses (Roadway Plans)	
TRAVEL COST	
Mileage Cost	Trips Miles/Trip \$/Mile Total
Site Visit (2 Sidewalk, 1 Signal)	3 15 \$0.585 \$ 26.33
Meetings with City	3 15 \$0.585 \$ 26.33
	0 0 \$0.585 \$ -
	0 0 \$0.585 \$ -
	Total Mileage Cost \$ 52.66
Subsistence Cost	
	Days # People \$/Day Total
Travel allowance (6 hour trips)	3 2 \$11.25 \$ 67.50
Travel allowance (12 hour trips - meal provided by others)	0 0 \$20.00 \$ -
Travel allowance (12 hour trips)	0 0 \$30.00 \$ -
Travel allowance (overnight)**	0 0 \$75.00 \$ -
	\$ -
	Total Subsistence Cost \$ 67.50
	Total Travel Cost \$ 120.16
PRINTING / REPRODUCTION COST	
Type of printing/reproduction	# of Sets Sheets/Set Total Sheets Cost/Sheet Total
30% Submittal	2 65 130 \$ 0.52 \$ 67.60
PS&E Submittal	2 65 130 \$ 0.52 \$ 67.60
	0 0 0 \$ - \$ -
	0 0 0 \$ - \$ -
	0 0 0 \$ - \$ -
	0 0 0 \$ - \$ -
	Total Printing/Reproduction Cost \$ 135.20
Communication Cost (telephone, fax, etc.)	Total \$ -
Postage Cost (overnight, stamps, etc.)	Total \$ 50.00
Fed-Ex	\$ -
Other (provide description on next line)	Total \$ -
	Total Out-of-pocket Expenses \$ 305.36
Comments:	

**You must have ALOD approval for ANY overnight trips of less than 100 miles.

Date: December 2, 2022
To: Council Members
From: Shanda Williams, Parks and Recreation
Subject: Park Board Appointment

Dean Nix's current term on the Park Board expires on December 10, 2022.

As with all city boards, the Park Board and City Council must evaluate the position and eligible applicants to see who will be the best fit for the board going forward with the new term. To aid in this decision, we have an application process in place that gives each person a chance to describe their interests in the specific board/commission and how they think they would be beneficial in that role. Most of the applicants have also had a chance to attend a Park Board meeting to introduce themselves, but because they only came to one meeting, not everyone had the chance to meet them. We plan to invite them to visit and participate in future Park Board meetings to allow for more informed recommendations when filling a position. This should also encourage more public input into our projects and dilemmas.

I have attached the all the applications of the eligible candidates which include Dean Nix who would like to renew his appointment, Blake Russell, Tom Warburton, Dustin Dew, and Oliver Williams. All applicants have listed experiences and qualifications that would benefit the Park Board.

The Park Board members submitted their recommendations and a majority of the board is in favor of appointing Dean Nix to another term. Even though this could be Dean's fourth term, he has been a very active, reliable, and beneficial member of the Park Board and would like to help complete the park projects that were started under his previous term. Blake Russel was a standout candidate at the previous appointment. He is active in the sports programs and Brian Lucas believes he will be helpful in maintaining an open communication with them if he steps down in 2024 as planned. Dustin Dew renewed his application recently so he is still very much interested in serving. He is also helping us by giving input on the Tot Lot Improvements. Tom Warburton visited the Park Board and participated in the group conversation. Oliver Williams has not had a chance to visit so we are limited to the information listed on his application.

In order to help present a whole picture of the board, here is a list of the board members, the year their term expires, and what term they are currently serving.

2023	2024	2025	2026	2027
David Price (3)	Brian Lucas (2)	Trent Wright (2)	Meredith Waldrop (2)	Bill Wyatt (3)
Aimee Reese (1)	Charlie Carper (3)	Helen Drennen (2)		Elizabeth Dunn (1)

I think it is a hard decision to remove a dedicated board member to replace them with a candidate that may or may not appropriately fill that role. Even though it is good to bring in fresh views, we need to know that person will be an active participant and bring value to the board. That is why I think it is important to have the candidates visit more regularly and result in a more informed appointment process and make it fair for all candidates. None of the candidates have visited of their own accord. For this reason, I also recommend keeping Dean on the board until we get to know the applicants better.



56 Church Street
Mountain Brook, Alabama 35213
Telephone: 205/802-3816
Fax: 205.879.6913
hazen@mtmbrook.org
www.mtmbrook.org



DATE: December 12, 2022

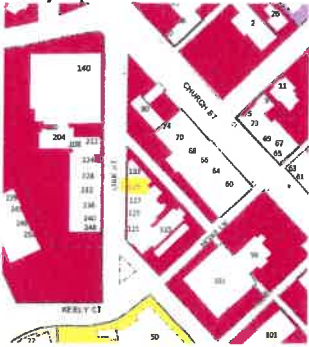
TO: Mayor, City Council & City Manager

FROM: Dana Hazen, City Planner

RE: Family Expeditions, LLC and Antlers & Anglers Worldwide, LLC.
129 Oak Street

Corinna and Kevin Slaughter are seeking approval of a service use for a travel agency in Crestline Village. See attached letter from the applicant for the details of the proposed operational characteristics. It is not anticipated that this use would be detrimental to street parking in the vicinity.

Vicinity Map



The zoning ordinance requires council approval of service uses as a 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.

11/30/22

Dear Mountain Brook city council,

Please consider our applications for business licenses at 129 Oak Street for Family Expeditions, LLC and Antlers & Anglers Worldwide, LLC.

Both companies are owned and operated by Corinna and Kevin Slaughter and their daughter Josie Slaughter.

- We are a family company with 3 people working on site.
- Our client base is located around the USA and we rarely have patrons visit us on site. Close to zero is a good number.
- We will park in the designated 2 spots located behind our building or if all 3 of us are in the office at the same time, the 3rd person will park in the all-day parking on Memory Court or on Dan Watkins.
- We have 2 designated parking spots behind our building
- Hours of operation vary depending on when we are on site as we travel a lot. Typically, M-F 9:30 – 5:30

Thank you for your consideration.

Kind regards,

Corinna and Kevin Slaughter



Heather Richards <richardsh@mtnbrook.org>

MINUTE BOOK 93

Thanks to Steven Gay and Darren Davis for putting together the facts and supporting documentation in this forwarded email.

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Fwd: Request for added Funds

1 message

Ronald Vaughn <vaughnr@mtnbrook.org> Thu, Dec 1, 2022 at 1:07 PM
To: Steve Boone <boones@mtnbrook.org>, Donna Nix <nixd@mtnbrook.org>, Heather Richards <richardsh@mtnbrook.org>
Cc: Steven Gay <gayj@mtnbrook.org>

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

Steve,

With the Thanksgiving holiday weekend, I forgot to check with you to see if this needed to be added to the council agenda? If so can it be added to the December 12th agenda? Also, if formally approved, and from the email replies I think it will be, will there need to be four new PO's or four new ones covering the additional charges?

Begin forwarded message:

Thanks

From: James Gay <gayj@mtnbrook.org>
Date: November 17, 2022 at 9:51:41 AM CST
To: Ronald Vaughn <vaughnr@mtnbrook.org>
Cc: Darren Davis <davisd@mtnbrook.org>, Johnny Franklin <franklinj@mtnbrook.org>, Daniel Davis <davisds@mtnbrook.org>
Subject: Request for added Funds

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

It isn't exactly uncommon to request to amend the amounts initially requested for budget items for one reason or another. We try to be good stewards of our budget and residents tax money. This particular request comes from the times we are living in due to shortages and staffing issues. We use several approved buying sources and in this case these units were bought through National Auto Fleet Group using Sourcewell. We have four trucks that were in the 2022 budget that could not be delivered within the 2022 budget time period. Public Works requested that these units be rolled into the 2023 budget. Now we are being told that these units will cost more because Ford is experiencing a global microchip shortage with major supply chain disruptions due to the Eastern Europe war, and lingering impact of COVID which is causing plant downtime. The unforeseen combination of events has affected our 2022 Ford will be prioritizing all 2022 Super Duty orders that are re-submitted as 2023 year models. We appreciate your understanding with this unforeseen and unprecedented event.

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

From: Steve Boone <boones@mtnbrook.org>
Date: Thu, Nov 17, 2022 at 4:36 PM
Subject: Re: Request for added Funds
To: VIRGINIA C SMITH <wood967@icloud.com>
Cc: Ronald Vaughn <vaughnr@mtnbrook.org>, Billy Pritchard <BillyP@pm-j.com>, Loyd Shelton <lcs@borlandcpa.com>, Gerald Garner <garnerg@mtnbrook.org>, Graham Smith <graham4mb@gmail.com>, Stewart Welch <stewart@welchgroup.com>, Sam Gaston <gastons@mtnbrook.org>, Steven Gay <gayj@mtnbrook.org>, Darren Davis <davisds@mtnbrook.org>

Action Required:

I am okay with this purchase with respect to the budget.

On Thu, Nov 17, 2022 at 2:25 PM VIRGINIA C SMITH <wood967@icloud.com> wrote:

The council practically printed money yesterday during our state of the city address. If Steve Boone can find the money, then I'm in favor of it!

Thanks,
Sent from my iPhone

To keep this order, we have to provide authorization through a new Purchase Order or email stating we agree to the updated model year and price. This is time sensitive because we are not the only ones bidding for vehicles. Below is a break down of the value changes of these units:

On Nov 17, 2022, at 2:21 PM, Ronald Vaughn <vaughnr@mtnbrook.org> wrote:

I am forwarding this email/memo to request additional funding for four trucks we have had ordered for more than a year. We were made aware yesterday of the need for an additional \$22,452.60 more than our budgeted amount. To keep our order moving forward and keep our place in line we must issue PO for the new amount. Thanks for your consideration in this matter. This may be added to the council agenda.

Units Information and changes in Values

- Equip 1 ton water truck

Ledger number 441-6690-6730-0702

- Budget amount \$73,250
- PO amount 2022 \$65,000.60
- Value difference \$12,957.10
- Equip 1 ton village truck
 - Ledger number 441-6690-6730-0702
 - Budget amount \$75,250
 - PO amount 2022 \$67,582.40
 - Value difference \$13,042.78

Steven Boone
City of Mountain Brook
P. O. Box 130009
Mountain Brook, AL 35213-0009
Direct: (205) 802-3825
Facsimile: (205) 874-0611
[www.mtnbrook.org](http://mtnbrookcity.blogspot.com/)
<http://mtnbrookcity.blogspot.com/>

- Equip F-550 st bid
 - Ledger number 4441-6690-6730-0704
 - Budget amount \$140,000
 - PO amount 2022 \$136,375.96
 - Value difference \$9,835.90
- Equip Crew truck / util body
 - Ledger number 441-6690-6730-0705
 - Budget amount \$140,000
 - PO amount 2022 \$136,375.96
 - Value difference \$9,835.90

- Breakdown Totals**
 - Budget Amount Total = \$428,500
 - 2022 PO# = \$405,334.92
 - Request added Funds= \$22,452.60
 - Total for new PO Amounts \$50,967.60

APPENDIX 13