

**MOUNTAIN BROOK CITY COUNCIL  
PRE-MEETING DISCUSSION  
FEBRUARY 13, 2023**

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

The City Council of the City of Mountain Brook, Alabama met informally in-person at 6:09 p.m. on the 13<sup>th</sup> day of February, 2023 (others were allowed to listen to the meeting by way of Internet video conference). The Council President called the pre-meeting to order and the roll was called with the following results:

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

Absent: None

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

**1. EXECUTIVE SESSION**

Council President Pro Tempore Pritchard made a motion that the City Council convenes in executive session to discuss a pending litigation and that the City Council shall reconvene upon conclusion of the executive session. The City Attorney certified that the subject matters were allowed to be discussed in executive pursuant to Alabama Law. The motion was seconded by Council President Virginia Smith. Then, upon the question being put and the roll called, the vote was recorded as follows:

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

Nays: None

**2. AGENDA**

1. Paving List for FY-2023

Ronnie Vaughn-Public Works Director

- Every year, roads in Mountain Brook are evaluated
- Lane Parke roads included on the list
- The paving will not impact the start of school

Billy Pritchard-Council President Pro Tempore

- Suggested holding off on Lane Parke roads until cost sharing with Birmingham has been determined

2. Drainage bids for Canterbury/Surrey project and Cherry/Lorena/Euclid project

Mark Simpson-Schoel Engineering

- Received two bids for Canterbury/Surrey project
- The lowest bid for the Canterbury/Surrey project was Gillespie Construction in the amount of \$317,375
- Recommend awarding the bid for the Canterbury/Surrey project Gillespie Construction
- Only received one bid from Gillespie Construction for the Cherry/Lorena/Euclid project in the amount of \$917,360.00
- Recommend awarding the bid to Gillespie Construction for the Cherry/Lorena/Euclid project

Billy Pritchard-Council President Pro Tempore

- Inquired if the amount was close to the estimated cost for the Cherry/Lorena/Euclid project

Mark Simpson

- The estimate was higher than their estimate which was \$700,000 for both projects
- Negotiations can be made with the single bidder for the Cherry/Lorena/Euclid project

Dick Shea

- Expressed his concerns regarding the Canterbury/Surrey project working
- Stated the Canterbury/Surrey project is a waste of money and requested the council to postpone this project to focus on the Cherry/Lorena/Euclid project

Virginia Smith-Council President

- The City's engineers studied this issue at length
- Comfortable moving forward with the Canterbury/Surrey project

Billy Pritchard-Council President Pro Tempore

- The project has been studied and looked at thoroughly
- The project is a "part" of the solution to the problem
- This project has been recommended to the City
- The project is worth pursuing to mediate the problem as much as possible

Virginia Smith

- Item added to the formal agenda (Resolution No. 2023-030)

3. Appointment for members of the 1<sup>st</sup> Responders Foundation

Vince Schilleci

- Submitted a draft of the certificate of formation along with attachment with a list of board members
- The bi-laws state 2 members will be appointed by the city council and 2 member will be appointed by the mayor
- The mayor's appointments are Tanya Cooper and Christopher Mouron
- The council's appointments are Steven Hydinger and David Faulkner
- The terms will be staggered at 2 and 3 years

Virginia Smith-Council President

- Items added to the formal agenda (Resolution No. 2023-032 and 2023-033)

4. Junior High Field Improvement Plans

Mike Culwell-Brasfield and Gorrie

- The bids are scheduled for March 7<sup>th</sup>
- Anticipate breaking ground around spring break (late March)
- The base bid is for the field, tennis court and parking lot
- There are three alternates (in order):
  - Sport lighting
  - Tennis court lighting
  - Restroom

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

**2. ADJOURNMENT**

There being no further matters for discussion Council President Virginia Smith adjourned the pre-meeting at approximately 7:21 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 February 13, 2023, 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 February 27, 2023

**MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK  
FEBRUARY 13, 2023**

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

The City Council of the City of Mountain Brook, Alabama met in person at 7:00 p.m. on the 13<sup>th</sup> day of February, 2023 (others were allowed to listen to the meeting by way of Internet video conference). The Council President Virginia Smith called the meeting to order and the roll was called with the following results:

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

Absent: None

Also present were City Attorney Steve Stine, City Manager Sam Gaston, and City Clerk Heather Richards.

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

**1. ARBOR DAY PROCLAMATION**

Stewart Welch-Mayor

- Presented the Arbor Day Proclamation to Tyler Slaten

**2. CONSENT AGENDA**

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

Approval of the minutes of the January 23, 2023, regular meeting of the City Council  
Approval of the minutes of the January 30, 2023, special meeting of the City Council

<b>2023-024</b>	Arbor Week Proclamation	Exhibit 1, Appendix 1
<b>2023-025</b>	Approve the additional construction administration services with Gresham Smith with respect to Caldwell Mill Road Bridge project	Exhibit 2, Appendix 2
<b>2023-026</b>	Accept the rate adjustment addendum to the on-call engineering contract (Resolution No. 2022-103) as submitted by Sain Associates	Exhibit 3, Appendix 3

<b>2023-027</b>	Authorize the sale, donation, or disposal of certain surplus property (Bauer Compressor)	Exhibit 4, Appendix 4
<b>2023-028</b>	Amend Section VII, D “Business Travel Expenses” of the employee handbook with respect to the daily reimbursable limit for meals	Exhibit 5,
<b>2023-029</b>	Approve the Right-of-Way (ROW) purchase agreements with respect to the Old Brook Trail bridge project	Exhibit 6, Appendix 5
<b>2023-030</b>	Award the bid [B-20230109-836] for the Canterbury and Surrey Road Drainage Improvements project to Gillespie Construction LLC in the amount of \$317,375.00	Exhibit 7, Appendix 6
<b>2023-032</b>	Appoint David Faulkner to the First Responders Foundation	Exhibit 8
<b>2023-033</b>	Appoint Steven Hydingner to the First Responders Foundation	Exhibit 9

Thereupon, the foregoing minutes, proclamation and resolutions (Nos. 2023-025 through 2023-030 and 2023-032 and 2023-033), were introduced by Council President Virginia Smith 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 Graham Smith 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: Virginia C. Smith, Council President  
 William S. Pritchard III, Council President Pro Tempore  
 Graham L. Smith  
 Gerald A. Garner  
 Lloyd C. Shelton

Nays: None

Abstained: None

Council President Virginia Smith thereupon declared that said minutes, proclamation and resolutions (Nos. 2023-025 through 2023-030 and 2023-032 and 2023-033) were adopted by a vote of 5—0 and as evidence thereof she signed the same.

**3. MAYORAL APPOINTMENTS TO THE 1<sup>ST</sup> RESPONDERS FOUNDATION**

Stewart Welch-Mayor

- Appointed Tanya Cooper and Christopher Mouron to the 1<sup>st</sup> Responders Foundation

**4. COMMENTS FROM RESIDENTS AND ATTENDEES**

Jim Hicks-307 Overbrook Road (speaking on behalf of himself and the Kellers at 301 Overbrook Road)

- Presented powerpoint to Council Members (Appendix 7)
- Concerned with the landscape buffer around the field being removed (and new trees being 5-6 feet tall)
- Concerned with the landscape buffer being removed around the Keller’s house

- Expressed concerns regarding the lighting for the field – Inquired as to why the numbers from the photometric report changed drastically from the December meeting to the January meeting
- New field light poles point directly at the Hicks and Keller property and glare is a concern
- Mentioned there is not a municipal code that addresses field lighting with 60 foot poles in a residence A district
- Was told the field was for practices only and no spectators would be allowed; however scoreboards have been added
- Requests:
  - Keep the 1995-1996 agreed to landscape buffer in place (or replace with plantings that will substantially shield neighbors from light and noise spillage from day 1)
  - Neighborhood meetings with GMC and BOE to discuss and address questions and concerns
  - Engage a sports lighting expert for their review
  - Have own hydrologist review storm water plans

#### 5. ANNOUNCEMENT

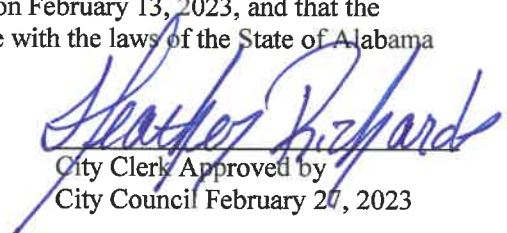
Council President Virginia Smith announced the next regular meeting of the City Council is February 27, 2023, 7:00p.m.

#### 6. ADJOURNMENT

There being no further business to come before the City Council, Council President Virginia Smith adjourned the meeting at approximately 7:47 p.m.

#### 7. 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 February 13, 2023, 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 February 27, 2023

#### EXHIBIT 1

#### PROCLAMATION NO. 2023-024

**Whereas**, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

**Whereas**, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

**Whereas**, Arbor Day is now observed throughout the nation and the world, and

**Whereas**, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

**Whereas**, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

**Whereas**, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

**Now, Therefore, I**, Stewart H. Welch III, Mayor of the City of Mountain Brook, do hereby proclaim February 27 through March 3, 2023, as

### **ARBOR WEEK**

in the City of Mountain Brook, and I urge all residents to celebrate the occasion and to support efforts to protect our trees and woodlands, and

**Further**, I urge all residents to plant trees to gladden the heart and promote the well-being of this and future generations.

### **APPENDIX 1**

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### **EXHIBIT 2**

### **RESOLUTION NO. 2023-025**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby approves the additional construction administration services request with Gresham Smith, in the form as attached hereto as Exhibit A, with respect to Caldwell Mill Road Bridge project.

### **APPENDIX 2**

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### **EXHIBIT 3**

### **RESOLUTION NO. 2023-026**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby accepts the rate adjustment addendum to the on-call engineering contract (Resolution No. 2022-103) as submitted by Sain Associates.

### **APPENDIX 3**

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### **EXHIBIT 4**

**RESOLUTION NO. 2023-027**

**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 property owned by the City of Mountain Brook, Alabama is not needed for public or municipal purposes and is hereby declared surplus property: One (1) Bauer Compressor (Serial No: 035263)

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, donate said item to the Shelby County or to dispose of said item.

**APPENDIX 4****EXHIBIT 5****RESOLUTION NO. 2023-028**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that Section VII, D "Business Travel Expenses" with respect to the daily reimbursable limit for meals shall be amended as follows:

"Cost of meals, no more lavish than would be eaten at the employee's own expense and not to exceed ~~\$60.00~~ \$70.00 per day including tips unless approved by the Department Head and City Manager. Itemized receipts are required for all meals, otherwise reimbursement shall be denied."

**EXHIBIT 6****RESOLUTION NO. 2023-029**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that City Council hereby approve the right-of-way purchase agreements from the following individuals (Exhibit A) with respect to the Old Brook Trail bridge project:

- J. Houston and Sheri Cook
- Phillip and Kristin Madonia
- Edmund and Ann Perry
- Naonal and Vance Plumb

**BE IT FURTHER RESOLVED** that the City Manager is hereby authorized to take any and all action necessary to finalize and complete the right-of-way acquisitions that are the subject of the



agreements approved hereby.

**APPENDIX 5**

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**EXHIBIT 7**

**RESOLUTION NO. 2023-030**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby awards the bid [B-20230109-836] for the Canterbury and Surrey Road Drainage Improvements project to Gillespie Construction LLC in the amount of \$317,375.00 having been determined by the City to have submitted the lowest responsible bid in conformance with the expressed specifications.

**APPENDIX 6**

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**EXHIBIT 8**

**RESOLUTION NO. 2023-032**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that David Faulkner is hereby appointed to the 1<sup>st</sup> Responders Foundation, to serve without compensation, until February 13, 2026.

**EXHIBIT 9**

**RESOLUTION NO. 2023-033**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that Steven Hydinger is hereby appointed to the 1<sup>st</sup> Responders Foundation, to serve without compensation, until February 13, 2025.

**APPENDIX 7**

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CITY OF MOUNTAIN BROOK  
Tyler Slaten  
56 Church Street  
Mountain Brook, Alabama 35213  
Telephone: 205.802.3811  
Fax: 205.879.6913  
slaten@mtnbrook.org  
www.mtnbrook.org

## MINUTE BOOK 93

DATE: February 13, 2023  
TO: Mayor, City Council & City Manager  
FROM: Tyler Slaten, Senior Planner  
RE: Arbor Day Proclamation

On Tuesday February 7<sup>th</sup> the Board of Landscape Design voted to hold the city's annual week of activities related to Arbor Day from February 27<sup>th</sup> through March 3<sup>rd</sup>. This week will coincide with the tree giveaway through Mountain Brook schools.

APPENDIX 1

January 20, 2023

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

Subject: Additional Construction Administration Services Request  
Bridge Replacement on Caldwell Mill Road Over Little Shades Creek  
Mountain Brook, AL  
Gresham Smith Project No. 42480.00

Dear Mr. Gaston:

As you are aware, the contract time for the completion of the Caldwell Mill Road bridge project expired on December 16, 2022. The City Council recently approved a 74 calendar day time extension for the Contractor, which makes the new completion date on or before February 28, 2023. The fee for the construction contract administration services in our agreement was based on a six (6) month construction duration. Because of delays in the Contractor completing the project and additional work that the City has requested the Contractor perform, at this point we have been providing routine construction contract administration services for about 8 1/2 months.

We request that the City of Mountain Brook authorize additional construction administration services to allow us to continue supporting the City with routine construction administration work until the project is completed. These services will include:

1. Review and respond to Requests for Information or questions from Contractor
2. Review Contractor submittals and coordinate with City as needed
3. Coordinate construction schedule, schedule changes, delays, etc. w/Contractor & City
4. Conduct weekly routine project site visits (assume 2 hours per visit)
5. Prepare and distribute weekly routine site visit reports
6. Review and approve Contractor's Monthly Pay Request Applications
7. Review, negotiate and recommend approval of Change Orders and/or requests for additional contract time; coordinate with City as needed

**Genuine Ingenuity**

3595 Grandview Parkway  
Suite 300  
Birmingham, AL 35243  
205.298.9200

GreshamSmith.com

We propose to invoice for the additional construction administration services on an hourly basis, plus any reimbursable expenses, using the hourly rate schedule shown below:

Classification	Hourly Billing Rate
Senior Transportation Engineer/Project Manager	\$225.00
Transportation Project Engineer	\$140.00
Bridge Engineer	\$140.00

We recommend a budget of \$13,000 which represents approximately two (2) months of additional construction administration services (labor & reimbursable expenses). Please note that we have not invoiced for the project closeout tasks that are in the scope of our original construction administration services. Our services related to the project closeout tasks will be invoiced as part of our original lump sum fee for construction administration services, not as hourly additional services.

If you have any questions or would like to discuss this, please don't hesitate to contact me.

Sincerely,

Blair Perry, P.E.  
Principal / Project Manager

BP

Copy      Ronnie Vaughn, City of Mountain Brook  
                 Sammy Harton - Gresham Smith

**APPENDIX 2**



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

MINUTE BOOK 93

January 30, 2023

Mr. Sam Gaston
City Manager
P.O. Box 130009
Mountain Brook, AL 35213

RE: Billing Rates for Sain's On-Call Engineering Services Contract
SA# 180157

Dear Sam:

As we recently discussed, I am requesting approval for an adjustment to Sain's bill rates in the on-call engineering services contract that was executed on July 25, 2022. Wage inflation that occurred in 2022 has necessitated that Sain adjust our 2023 billing rates to a level beyond the 5% anticipated escalation that was included in the contract. Our new 2023 bill rates are as follows:

Table with 2 columns: Role and Rate. Includes Principal, Engineer/Planner, Senior Engineer, GIS Professional, Designer, Surveyor, Survey Crew (1-Person), Survey Crew (1-Person + Robot), Survey Crew (2-Person), Survey Crew (3-Person), Survey Per Diem, and Administrative Support.

We appreciate the City's consideration of this request. I am available to discuss the issue at your convenience.

Sincerely,

Alicia Bailey

Alicia Bailey, P.E.
Sr. Principal

Engineering Better Partnerships



AGREEMENT

BETWEEN

SAIN ASSOCIATES, INC.

AND

CITY OF MOUNTAIN BROOK

ENGINEERING ON-CALL CONTRACT

SA # 18-0157

July 12, 2022

DATE: February 13, 2023

TO: Mayor, City Council & City Manager

FROM: Dana Hazen, City Planner

RE: Addendum to Sain Associates Engineering Contract - Rates Adjustment

Attached please find a letter from Alicia Bailey of Sain Associates indicating a rate adjustment for Sain's on-call engineering services contract with the city as executed on July 25, 2022. This rate adjustment will be an addendum to that contract, the rates for which are noted in the body of the 2022 contract (Resolution No. 2022-103). This contract will continue to cover on-call engineering services, and will include on-call GIS services as well. Additional GIS support has proven to be warranted during times of simultaneous, imperative multi-department project demand.

RESOLUTION NO. 2022-103

BE IT RESOLVED by the City Council of the City of Mountain Brook that the City Council hereby accepts the professional services proposal submitted by Sain Associates, in the form as attached hereto as Exhibit A, with respect to on-call/demand contract engineering services.

ADOPTED: This 25th day of July, 2022.

Signature of Council President

APPROVED: This 25th day of July, 2022.

Signature of Mayor

CERTIFICATION

I, Heather Richards, City Clerk of the City of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on July 25, 2022, as same appears in the minutes of record of said meeting.

Signature of City Clerk

APPENDIX 3

AGREEMENT

MINUTE BOOK 93

ARTICLE II - PAYMENT

PROJECT: ENGINEERING ON-CALL CONTRACT

This AGREEMENT is made and entered into by and between the City of Mountain Brook, Party of the First Part, hereinafter referred to as the CITY, and Sain Associates, Inc., in the execution and performance of the AGREEMENT, qualified to do business in the State of Alabama, Party of the Second Part, hereinafter referred to as the CONSULTANT.

WHEREAS the CONSULTANT has agreed and by these presents does agree with the CITY for the consideration hereinafter mentioned to perform engineering support services on an as-needed basis.

ARTICLE I - SCOPE OF WORK

The scope of work is to provide engineering support services to the CITY as City Engineer, which may include but not limited to: review of subdivision plats and engineering plans submitted to the CITY for approval; land surveying, including property surveys, plats, and topographic surveys; civil engineering design, including master planning, design of roadways, utilities, drainage and site development; and traffic engineering. The services under this agreement will continue for a period of two (2) years from the date of contract execution, with the option of renewing at the end of this period.

ARTICLE II - TIME OF BEGINNING AND COMPLETION

A. The CONSULTANT agrees to start work on the professional services outlined under ARTICLE 1 of this AGREEMENT upon either of the following:

1. CITY MANAGER, CITY PLANNER, or PUBLIC WORKS DIRECTOR notifies CONSULTANT of assignment by email, phone, or verbally. If CITY MANAGER/CITY PLANNER/PUBLIC WORKS DIRECTOR notifies CONSULTANT by phone or verbally, CONSULTANT shall confirm understanding of assignment by email, and CITY MANAGER/CITY PLANNER/PUBLIC WORKS DIRECTOR shall reply with confirmation and notice to proceed.

B. Any request for work by the CITY made prior to the completion date of this AGREEMENT will be covered by this AGREEMENT.

For services performed by the CONSULTANT as provided for under this AGREEMENT, and as full and complete compensation thereof, including all expenditures made and all expenses incurred by the CONSULTANT in connection with this AGREEMENT, except as otherwise expressly provided herein, subject to and in conformity with all provisions of this AGREEMENT, the CITY will pay the CONSULTANT a fee based on applicable unit prices listed in the attached Terms and Conditions:

Table with 2 columns: Service Category and Rate. Includes Principal, Engineer/Planner, Senior Engineer, GIS Professional, Designer, Surveyor, Survey Crew (1-Person), Survey Crew (1-Person + Robot), Survey Crew (2-Person), Survey Crew (3-Person), Survey Per Diem, Level 1 Inspector, Level 2 Inspector, and Administrative Support.

Sain reserves the right to raise rates up to a maximum of 5% at the end of each calendar year. Sain will provide 60 days written notice if it intends to increase the hourly rates at the end of the year.

Reimbursable Expenses

Printing, contract carrier service, and travel expenses are not included within our basic fee and will be passed along to you at our cost, plus 10%.

Payment

To be made monthly based upon the percentage of work completed and invoiced to you. Your obligation to pay for services rendered hereunder is in no way dependent upon your ability to obtain financing, to obtain payment from a third party, or to obtain approval of any governmental or regulatory agencies, or upon your successful completion of the project. If any payment due for services and expenses hereunder is not made in full within thirty (30) days after receipt of invoice, the amounts due Sain Associates, Inc., shall include a charge at the rate of 1 1/2% per month from said thirtieth (30th) day, plus attorney's fees for collection in the amount of 1/3 of the outstanding balance, such greater amount as the court finds reasonable. In addition, we reserve the right to suspend services under this agreement until receipt of payment in full for all amounts due for services rendered and expenses incurred.

AL 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 therefrom.

Standard of Care

The standard of care for all professional services performed or furnished by Sain Associates under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Sain makes no warranties, express or implied, under this Agreement or otherwise, in connection with Sain's services.

Responsibility of the Client

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

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 acquisition; 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.

Jobsite Safety/Construction Phase Services

The Contractor has sole responsibility for jobsite safety and construction means and methods, not the design professional. The Consultant/design professional is not responsible for the acts or omissions of any contractor, subcontractor or material supplier.

Use of Electronic Media

Copies of documents that may be relied upon by the Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of the Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.

Limitation of Remedies

Liability of remedies of Sain Associates, Inc. resulting from errors, omissions, or the negligence of Sain Associates, Inc., its agents or employees, pursuant to work under this agreement shall not exceed the lesser of the value of engineering or surveying services required to correct the deficiency or the basic consulting fee for work covered hereunder or the actual cost of the remedies. This provision is being agreed to as a result of the fees being charged.

Dispute Resolution

Client and Sain Associates agree that if a dispute arises out of or relates to this contract, the parties will attempt to settle the dispute through good faith negotiations. If direct negotiations do not resolve the dispute, the parties agree to endeavor to settle the dispute by mediation prior to the initiation of any legal action unless delay in initiating legal action would irrevocably prejudice one of the parties. Mediation to take place in County where project is located and if mediation cannot be agreed upon by parties then it is agreed that AAA (American Arbitration Association) will appoint mediator.

Indemnification

Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

Force Majeure

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

Termination of Contract

Client may terminate this Agreement with seven days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.

Ownership of Documents

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Schedule 2018

APPROVED BY:

SAIN ASSOCIATES, INC.

*Alicia Bailey*

Alicia Bailey, P.E.  
Principal/Owner  
AL Reg #26339

*Becky White*

Becky White, PTP  
Principal/Owner

ACCEPTED BY:

CITY OF MOUNTAIN BROOK

*[Signature]*

BY:

*Mayor*

TITLE:

DATE: 7-25-2022





462

Heather Richards <richardsh@mtnbrook.org>

MINUTE BOOK 93



Heather Richards <richardsh@mtnbrook.org>

**Fwd: Old SCBA fill station**

Christopher Mullins <mullinsc@mtnbrook.org>  
To: Heather Richards <richardsh@mtnbrook.org>

Mon, Feb 6, 2023 at 5:06 PM

Hi Heather -

I need to have this piece of equipment declared surplus. I plan to ask the City Council permission to donate the compressor to Shelby County. Do you need any additional information on the unit?

Thanks

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

From: David Kennedy <kennedyd@mtnbrook.org>  
Date: Mon, Feb 6, 2023 at 12:21 PM  
Subject: Fwd: Old SCBA fill station  
To: Chris Mullins <mullinsc@mtnbrook.org>

Sent from my iPhone

Begin forwarded message:

From: John Entrekln <entreklnj@mtnbrook.org>  
Date: February 4, 2023 at 9:03:25 AM CST  
To: David Kennedy <kennedyd@mtnbrook.org>  
Cc: Jonathan King <kingj@mtnbrook.org>  
Subject: Re: Old SCBA fill station

Bauer Compressor  
Model No: UN113  
Serial No: 035263  
Date of Manufacture: 5/2003

**John Entrekln**

Battalion Chief  
Mountain Brook Fire Department  
102 Tibbett Street  
Mountain Brook, AL 35213  
205.802.3838 (office)  
205.296.0823 (mobile)

On Fri, Feb 3, 2023 at 3:22 PM David Kennedy <kennedyd@mtnbrook.org> wrote:  
BC Entrekln,

Chief Mullins is good with asking the City Council to donate the old fill station. This can be done on February 13. Chief will need to have the serial numbers, model number, etc. (full description of everything) before that date. See what info you can get me and I will turn it in. Thanks.

**Bauer Compressor**

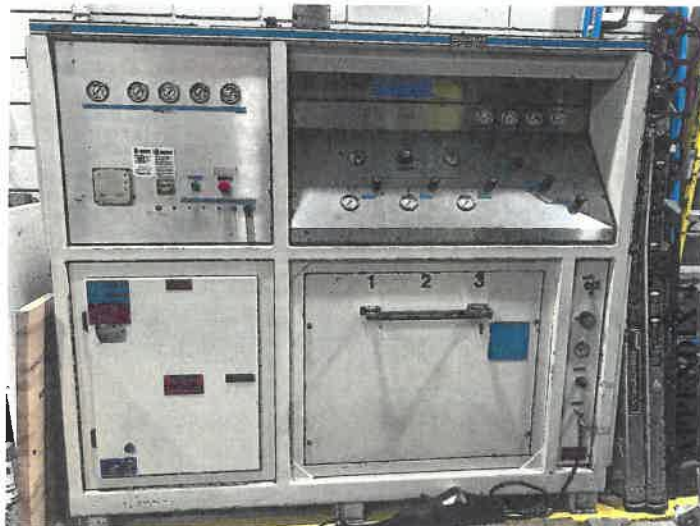
1 message

Jonathan King <kingj@mtnbrook.org>  
To: Christopher Mullins <mullinsc@mtnbrook.org>, David Kennedy <kennedyd@mtnbrook.org>, Heather Richards <richardsh@mtnbrook.org>

Wed, Feb 8, 2023 at 3:37 PM

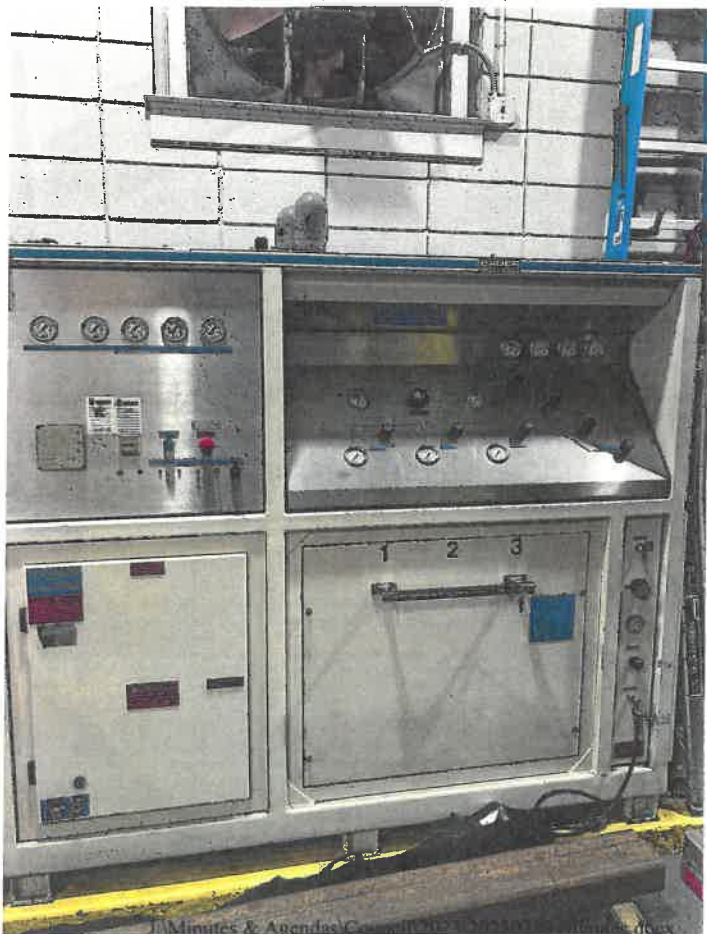
Below are pictures of the Bauer compressor at Station 3.

Bauer  
Model No: UN113  
Serial No: 035263  
Date of Manufacture: 5/2003



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https://mail.google.com/mail/u/0/?ik=60e4775052&view=pt&search=all&permthid=thread-f%3A1757300385315736767&siml=msg-f%3A1757300385... 1/4



BAUER COMPRESSORS, INC.		BAUER COMPRESSORS	
NORFOLK, VIRGINIA U.S.A.			
MODEL NO.	UN113	BLOCK NO.	01046/02
SERIAL NO.	035263	PRESSURE	5000 PSIG
CAPACITY	11.1 CFM	CHG. RATE	13.3 CFM
MOTOR	10.0 HP	SPEED	1420 RPM
VOLTS	1 PH 60 HZ	46.0	AMPS
DATE OF MANUFACTURE	5/03	LBI-4	

February 14, 2023

https://mail.google.com/mail/u/0/?ik=60e4775052&view=pt&search=all&permthid=thread-f%3A1757300385315736767&siml=msg-f%3A1757300385... 2/4

https://mail.google.com/mail/u/0/?ik=60e4775052&view=pt&search=all&permthid=thread-f%3A1757300385315736767&siml=msg-f%3A1757300385... 3/4

STATE OF ALABAMA  
COUNTY OF JEFFERSON

THIS AGREEMENT made between the City of Mountain Brook in the State of Alabama, party of the first part, and J. Houston & Sheri Cook party of the second part.

For and in consideration of the sum of ~~one dollar~~ 4642,950.00 in hand paid by the party of the first part to the party of the second part, receipt of which is hereby acknowledged, the parties herein agree as follows:

1. The party of the first part agrees to purchase in fee simple from the party of the second part certain property known as Right-of-Way Tract No. 2 of the subject project, as identified from the records of the City of Mountain Brook for the purpose of constructing and maintaining a public highway identified as Project No. STPH-3716(256) as shown by the right of way map of said project.

2. The party of the second part agrees to sell and convey the property to the party of the first part in fee simple, free of all encumbrances, and will execute and deliver a warranty deed to the party of the first part, conveying the property in fee simple free of all encumbrances to the party of the first part upon payment of the sum of \$ 42,950.00 dollars to the party of the second part by the party of the first part at the time of delivery of such deed. The party of the second part agrees to satisfy all liens for ad valorem taxes outstanding against the above tract that becomes due and payable October 1 next, following date of execution of the agreement.

The party of the second part understands the above mentioned sum includes payment for the following: 0.11 ac of land, 0.03 ac temporary construction easement, paving & landscaping

3. The party of the second part agrees to give the party of the first part and its contractors immediate right-of-entry to the property being acquired: Yes  or No .

4. Exceptions and additional conditions: The temporary construction easement will revert back to the property owner upon completion of said project.

IN WITNESS WHEREOF the parties herein have set their hands and seals this the 3<sup>rd</sup> day of February, 2023

WITNESSES:

J. Houston & Sheri Cook  
J. Houston & Sheri Cook  
Owner

STATE OF ALABAMA  
COUNTY OF JEFFERSON

THIS AGREEMENT made between the City of Mountain Brook in the State of Alabama, party of the first part, and Phillip & Kristin Madonia party of the second part.

For and in consideration of the sum of one dollar (\$15,000.00) in hand paid by the party of the first part to the party of the second part, receipt of which is hereby acknowledged, the parties herein agree as follows:

1. The party of the first part agrees to purchase in fee simple from the party of the second part certain property known as Right-of-Way Tract No. 3 of the subject project, as identified from the records of the City of Mountain Brook for the purpose of constructing and maintaining a public highway identified as Project No. STPH-3716(256) as shown by the right-of-way map of said project.

2. The party of the second part agrees to sell and convey the property to the party of the first part in fee simple, free of all encumbrances, and will execute and deliver a warranty deed to the party of the first part, conveying the property in fee simple free of all encumbrances to the party of the first part upon payment of the sum of \$ 15,000.00 dollars to the party of the second part by the party of the first part at the time of delivery of such deed. The party of the second part agrees to satisfy all liens for ad valorem taxes outstanding against the above tract that becomes due and payable October 1 next, following date of execution of the agreement.

The party of the second part understands the above mentioned sum includes payment for the following: 0.04 ac of land

3. The party of the second part agrees to give the party of the first part and its contractors immediate right-of-entry to the property being acquired: Yes  or No .

4. Exceptions and additional conditions: None

IN WITNESS WHEREOF the parties herein have set their hands and seals this the 2<sup>nd</sup> day of February, 2023.

WITNESSES:

Phillip Madonia Phillip Madonia  
Owner  
Kristin Madonia Kristin Madonia  
Owner

APPENDIX 5

STATE OF ALABAMA  
COUNTY OF JEFFERSON

THIS AGREEMENT made between the City of Mountain Brook in the State of Alabama, party of the first part, and Edmund & Ann Perry party of the second part.

For and in consideration of the sum of one dollar (\$18,500.00) in hand paid by the party of the first part to the party of the second part, receipt of which is hereby acknowledged, the parties herein agree as follows:

1. The party of the first part agrees to purchase in fee simple from the party of the second part certain property known as Right-of-Way Tract No. 3 of the subject project, as identified from the records of the City of Mountain Brook for the purpose of constructing and maintaining a public highway identified as Project No. STPH-3716(256) as shown by the right-of-way map of said project.

2. The party of the second part agrees to sell and convey the property to the party of the first part in fee simple, free of all encumbrances, and will execute and deliver a warranty deed to the party of the first part, conveying the property in fee simple free of all encumbrances to the party of the first part upon payment of the sum of \$ 18,500.00 dollars to the party of the second part by the party of the first part at the time of delivery of such deed. The party of the second part agrees to satisfy all liens for ad valorem taxes outstanding against the above tract that becomes due and payable October 1 next, following date of execution of the agreement.

The party of the second part understands the above mentioned sum includes payment for the following: 0.04 ac of land, 0.04 ac temporary construction easement, paving, curbs and landscaping

3. The party of the second part agrees to give the party of the first part and its contractors immediate right-of-entry to the property being acquired: Yes  or No .

4. Exceptions and additional conditions: Temporary construction easement will revert back to the property owner upon completion of said project.

IN WITNESS WHEREOF the parties herein have set their hands and seals this the \_\_\_ day of \_\_\_\_\_, 20\_\_\_.

WITNESSES:

Edmund & Ann Perry  
Edmund & Ann Perry  
Owner

STATE OF ALABAMA  
COUNTY OF JEFFERSON

THIS AGREEMENT made between the City of Mountain Brook in the State of Alabama, party of the first part, and Phillip & Kristin Madonia party of the second part.

For and in consideration of the sum of one dollar (\$15,000.00) in hand paid by the party of the first part to the party of the second part, receipt of which is hereby acknowledged, the parties herein agree as follows:

1. The party of the first part agrees to purchase in fee simple from the party of the second part certain property known as Right-of-Way Tract No. 3 of the subject project, as identified from the records of the City of Mountain Brook for the purpose of constructing and maintaining a public highway identified as Project No. STPH-3716(256) as shown by the right-of-way map of said project.

2. The party of the second part agrees to sell and convey the property to the party of the first part in fee simple, free of all encumbrances, and will execute and deliver a warranty deed to the party of the first part, conveying the property in fee simple free of all encumbrances to the party of the first part upon payment of the sum of \$ 15,000.00 dollars to the party of the second part by the party of the first part at the time of delivery of such deed. The party of the second part agrees to satisfy all liens for ad valorem taxes outstanding against the above tract that becomes due and payable October 1 next, following date of execution of the agreement.

The party of the second part understands the above mentioned sum includes payment for the following: 0.04 ac of land, paving & landscaping

3. The party of the second part agrees to give the party of the first part and its contractors immediate right-of-entry to the property being acquired: Yes  or No .

4. Exceptions and additional conditions: None

IN WITNESS WHEREOF the parties herein have set their hands and seals this the 2<sup>nd</sup> day of February, 2023.

WITNESSES:  
Phillip Madonia Phillip Madonia  
Owner  
Kristin Madonia Kristin Madonia  
Owner

February 8, 2023

City of Mountain Brook  
56 Church Street  
Mountain Brook, AL 35213-3700

Attn: Mr. Sam Gaston

Project Reference: Canterbury and Surrey Roads Drainage Improvements  
Construction Proposals  
Bid No. 20230109 - 836

Mr. Gaston:

We are in receipt of the bids for work to perform certain necessary drainage improvements at Canterbury and Surrey Roads. In total, two proposals have been submitted. The bids were prepared based on construction plans and technical specifications prepared by Schoel.

The proposals received are listed in the following table.

Contractor	Price
Gillespie Construction, LLC	\$ 317,375.00
Southeastern Sealcoating	\$ 371,276.00

Each bidder holds a general contractor's license suitable for the type of work to be performed.

Based on the submitted bids, Schoel recommends consideration of award of this project to Gillespie Construction, LLC.

Yours very truly,

SCHOEL ENGINEERING CO., INC.



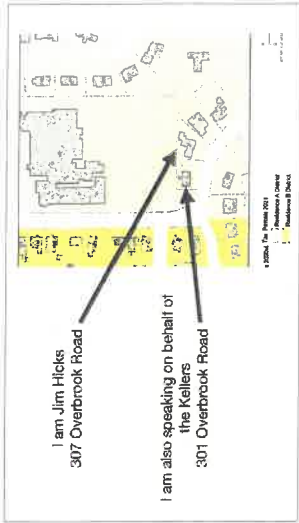
Alex Pattillo, P.E.

Cc: Mr. Ronald Vaughn, Public Works Director

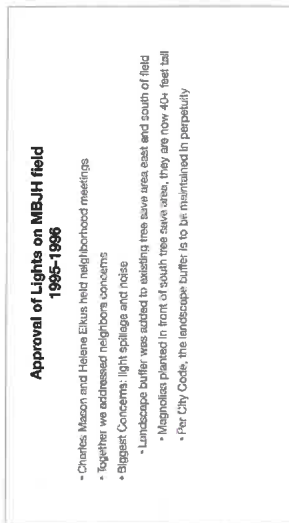
Attachments: Proposal forms from each contractor

Established 1988  
SCHOEL ENGINEERING COMPANY, INC.  
1001 22nd Street South | Emvillage, AL 35205  
P. 205-323-6188 | F. 205-323-2252 | schoel.com





1



3



Read the left side of the slide..

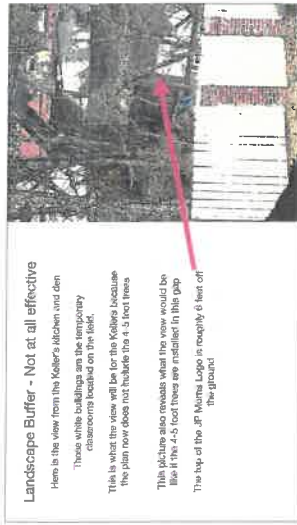
The caution tape is laid out on the center line of the Green Giants per the GMC landscape drawing. The field is to the left of the caution tape and everything to the left of the caution tape is being removed. This is removing all of the 1995-96 agreed to landscape buffer plus more. Oh, by the way, the caution tape is roughly 5-6 feet off the ground, same height of the new "trees"

Use the presentation RED DOT to show where the tops of the Green Giants will be in that opening at the Kellers - the elevation drops at that point. The top of the green giants will be about where the top of the silt fence is.

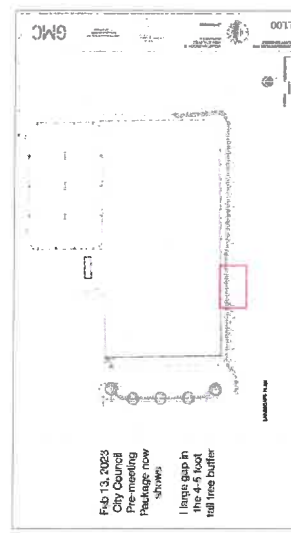
In 1995-96 the Board of Education and the City wanted to light the Jr High field. It had never had lights before. Charles Mason, superintendent of schools and Helen Elkus, city council president, reached out to all the neighbors and held multiple meetings to discuss the lighting plan and address neighbors concerns. We have, intense, but very good discussions, all the neighbors wanted to support the city and BOE in its efforts, but did have concerns about light spillage and noise. The result of those meetings was an agreed to landscape buffer of Magnolias and Eleagnus in front of the existing tree save area as well as positioning the lighting so as to minimize the spillage and glare on the adjacent properties. We all came to an agreement before the plans were submitted to the planning commission. the Planning Commission meeting minutes of that meeting spelled all of this out.



7



5

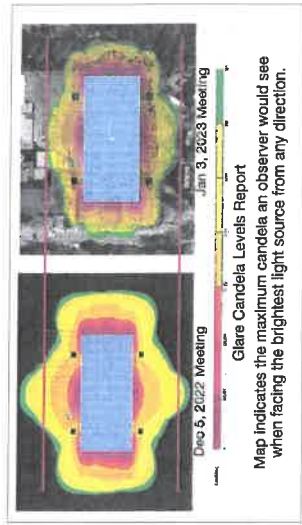


Today's pre-meeting packet shows a change in the landscape buffer plan. It is removing a large portion of the 4 to 5 foot tall trees. This roughly coincides with the area in the picture I just showed where you can clearly see the Keller's house from the field and the planned gap in the landscape buffer.

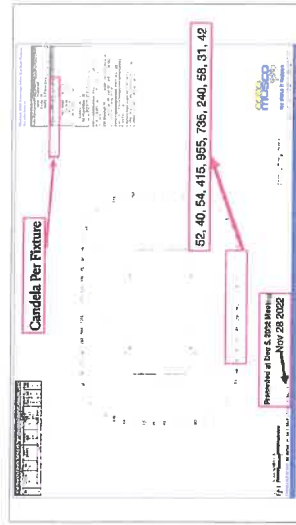
From a home perspective, these readings are across the FRONT of the Keller's and Hicks' houses.



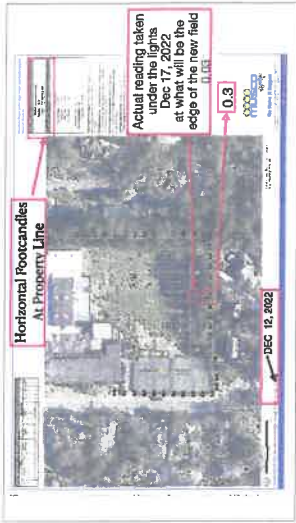
This is the same photometric report as the previous slide, but it has been updated for the Jan 15 meeting, it was overlaid on a satellite image and the numbers are now 1, 1, 1, 1, 0, 4, 9, 12, 7, 1. The numbers have changed a good bit compared to the December 5 meeting. While we are pleased these numbers have improved since the Dec 5 meeting, we would like to understand what is the cause of the huge drop in these numbers?



The Mucso reports from the Dec 5 and today's hearings show different readings for Glare. While the improvement is welcome, none of the on field measurements have changed and the light fixtures have not changed, so it seems a bit contrived, too good to be true. Therefore, we would like to know what has changed to affect this Glare Photometric. The next slides show some numeric values that are graphically represented here.



The oval of Candela Per Fixture projections are 160 feet from the edge of the playing surface. This is the Candela report from the December 5 meeting. The readings of 52, 40, 54, 415, 955, 735, 240, 58, 31, 42 are across the front of the Keller and Hicks' houses.



I've been told that the LED lights are much more efficient and directionally controllable than the existing Metal Halide lights and the LED's will have less impact on my home. However, when looking at the horizontal foot-candle at the property line report, the proposed lighting shows a reading of 0.3. Whereas an actual reading at the edge of the proposed field, was 0.03. How is it that the property line proposed lumens is 10 times higher than the current actual edge of field reading. This raises a big red flag for me.

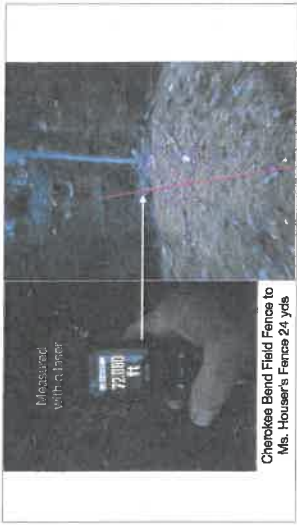
**Additional Comments**

- DMIC Stated in their Jan 16th response, proposed lumens are 46% of current
- DMIC calculations are not on apples to apples comparison. They do not include within court lighting. The area for the new tennis courts is currently lit. The lumens for the tennis courts should be included in this calculation.
- Field Light Pole Placement
- Pole placement was a part of the discussions in 1985-1995. Field light poles were placed, as much as possible, to not point directly at residences. Where they did point in the direction of residences, they were placed as far away as possible.
- New field light poles point directly at Hicks & Keller Properties. (this is a concern)

**Additional Comments  
Cherokee Bend Field Lights**

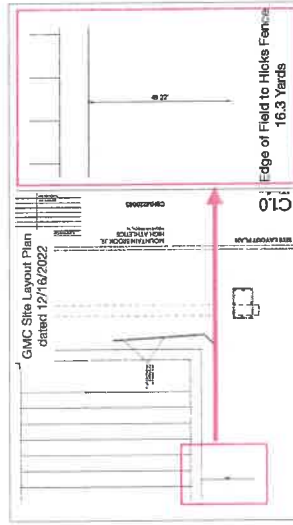
- Ms. Kay Houser, 4341 Kennesaw Drive (speaking at Jan 9, 2023 City Council Meeting)
- "Those lights are like being behind Yankee Stadium"
- "There are 2 lights that come right in, I mean I can look in my kitchen without having my lights on"
- Hicks and Keller properties are closer to the lights than Mrs. Houser's
- Mrs. Houser has a denser buffer than what is proposed for Hicks and Keller
- Cherokee Bend Field has fewer field light fixtures (21) than what is proposed at MBLH (29)





**Additional Comments**

- Tennis courts
  - A response was not provided as to why the poles are 24 feet tall.
  - Why are lights needed? Tennis courts were built in the early 1970s. Newer led lights
- Parking Lot lights. Unusual lighting is still in the proposal.
  - If so, light designer has not been addressed
- Field Security
  - New to the site. To summarize in a connector design-build retaining walls in either end of the field
  - The west retaining wall will be constructed 10 feet from the end line of the end zone



**Lighting - Municipal Code**

Approximately 19 sections of the municipal code reference lighting

- Home address field lighting with 60 foot poles in a residence A district (and directly across the street from a residence B district)

The code, as a whole, does protect residences from neighboring lighting

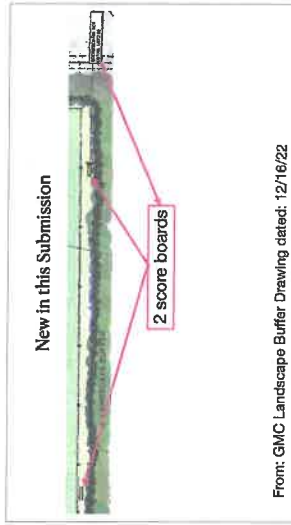
- Specifying height of light poles (no more than 14 feet)
- Requiring light fixtures not to point on residences or at a street
- Requiring landscape buffers of a minimum of 15 feet
- Buffering however substantially street light

If the Jr. High field is to have new lights, then neighboring residences should be substantially protected from light spillage, including glare



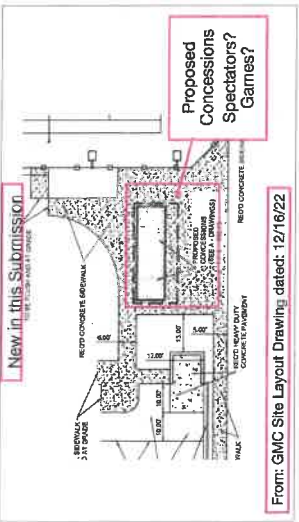
Before moving to the next slide..

In the Dec 5th meeting the planning commission expressed concerns about space for spectators and games and practices, however we were explicitly told this is a practice facility only and there would be no spectators.

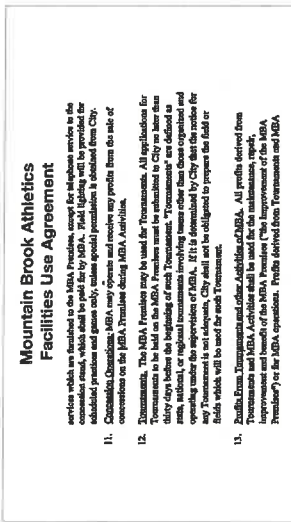


From: GMC Landscape Buffer Drawing dated: 12/16/22

In the Jan 15th submission 2 scoreboards have been added. It appears the score boards are setup for 2 games to be held simultaneously in a North-South direction, on this field that is oriented East-West. Why are scoreboards added if there will not be spectators?



And a concession stand has been proposed. Today's pre-meeting packet does not include a concession stand, but is a concession stand in the plans?



Facilities agreements with the City of Mountain Brook allow for practices, games and tournaments. Also allows for concession proceeds to go to Mountain Brook Athletics

**Mountain Brook Lacrosse Facilities Use Agreement**

utility services which are furnished to the MBLAX Premises. Field lighting will be provided for scheduled practices and games only, unless special permission is obtained from City.

11. **Consent to Operate.** MBLAX may operate and receive any profits from the sale of concessions on the MBLAX Premises during MBLAX Activities.
12. **Insurance.** The MBLAX Premises may be used for Tournaments. All applications for Tournaments to be held on the MBLAX Premises must be submitted to City no later than thirty days before the beginning of such Tournament. "Tournaments" are defined as state, national, or regional Tournaments involving teams other than those that make up the membership of MBLAX. If it is determined by City that the risk for any Tournament will be greater than the City is obligated to prepare the field or fields which will be used for such Tournament.

**Our Requests**

Same agreement with Mountain Brook Lacrosse. Mountain Brook Athletics and Mountain Brook Lacrosse are the 2 Non-Profit Organizations that have facilities agreements to use the Jr High Field.

**Our Requests**

- 1995-1999 Agreed to Landscape Buffer kept in place
  - If not kept in place, replace with plantings that will, from day 1, substantially shaded neighbors from light & noise spillage
- Neighborhood meetings with GMC & Board of Education
  - Discuss and address our questions and concerns, such as:
    - Take current light tower requests.
    - Turn on the existing lights and take readings of the existing conditions to compare to the proposed
    - Operations: field, court and parking lot use and lighting hours
    - Parking - Why a lot?
  - It needs to, time for us engage a Sports Lighting Expert and get their review
  - Time for our Hydrologist to review the storm water plan for the portion of the work as well as the portion already under construction

**Summary - What is going on here?**

- At the Dec 2nd meeting, you were told no spectators, no games, no spectators even at practice.
- But with the Jan 15th submission we are learning none of that is true.
- Why are you not being told the truth?
- The Planning Commission package states no changes anticipated to the landscape buffer
- But in the Jan 15th submission we see they are removing the landscape buffer agreed to in 1995 that is supposed to be kept in perpetuity
- Their plan, put in a buffer with 5-6 foot tall trees, to shield light from 60 foot light poles? Really?

**What is going on here?**

- Everything is being hurried, why?
- Designing an East- West field, so you can play North- South games?
- What is going on here?
- The original submission stated parking is not needed, so why have parking.
- Now it appears parking is in the plan because there will be games. If there are to be games, actually more parking than they have will be needed, because the way it stands we will have cars parked on the side of Chebrook Road until games are over at night and probably most of the day on Saturdays.

**What is going on here?**

- A concession stand? Why did they not mention that in the Dec 2nd meeting? Do you think the person who put that concession stand on these submitted drawings is going to get a talking too? I do.
- Why were the score boards, concession stand, and changes in photometric not mentioned to you with the re-submission. In my work, if I make changes, I bubble them or redline them

**Time Table?**

- We are aware that there is some push, some feeling, there is a need for urgency.
- I have a daughter in the school system, we know kids need playing fields and we support that, hence my support in 1995-96 for lights being added to the field.
- However whatever this time table is, it does not justify steam rolling the interest of Min. Brook citizens.
- This project needs to be considered in a deliberate fashion.
- To the extent that there is an urgency based on the need for playing fields in August, someone should have planned better. You can put the grass back as it was and play.
- Its not just me and Mike, our entire community should not pay the price for poor planning. The neighbors and the entire community will be living with this project for years, we need to get this right, not rush it through

**Finally**

**The position taken on Jan 3, 2023, never taken before, by the City of Min Brook and Board of Education is:**

**THIS PLANNING COMMISSION LACKS JURISDICTION ON BOE PROJECTS.**

Council for the BOE and City told us: We don't need to get approval of this project from this planning commission, we are proceeding.

**That is so WRONG !**

Planning commission approval is necessary for the protection of our citizens.

Indeed as I pointed out earlier, planning commission approval was required and obtained in 1995-96 for the initial install of the lights on this very field.