

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
FEBRUARY 27, 2023**

[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 6:12 p.m. on the 27th 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 Virginia Smith made a motion that the City Council convenes in executive session to discuss an immediate litigation matter 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 Pro Tempore Pritchard. Then, upon the question being put and the roll called, the vote was recorded as follows:

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

Nays: None

2. AGENDA

1. Crestline “flats” drainage project options

Mark Simpson-Schoel Engineering

- The study has been completed
- Open channel crosses 4 streets (Spring St, East Street, Honeysuckle, and W. Montcrest)
- Determined the flooding issue is isolated to lower end (W. Montcrest and Honeysuckle)

- The fix would be to replace the culvert at W. Montcrest (The cost would be about \$700,000-\$800,000)
- On W. Montcrest there is a detached building used as an entertainment area, homeowners stated that water has been in that building
- No one has communicated that there has been water in any finished portion of residential homes

Sam Gaston-City Manager

- Many years ago the city put in a drainage pipe, at homeowners expense, for a homeowner that lived on W. Montcrest (next to the channel)
- After the drainage pipe was installed, the homeowner did an extension that included a head wall and a fence (which created a dam)
- A lawsuit was filed among several homeowners and the homeowners was forced to tear out the additions
- The City, at that time, adopted new policies that ditches would not be piped until an engineering study was done to verify the pipe would not make the problem worse and would improve the situation

Billy Pritchard-Council President Pro Tempore

- The problems created by that homeowner several years ago caused several houses to be flooded that lived beside the creek
- Since that incident several years ago, not aware of any houses that has had any water in their house due to flooding

David Nelson-31 Honeysuckle Lane

- Flooding in the ditches has gotten worse
- In the May 4th storm, water was a step away from being in his house
- Concerned the flooding will get worse and his house will flood

Jeremy Dennis-42 W. Montcrest Drive

- Has a detached building in his yard
- Flooding is happening 4 to 5 times a year
- When flooding occurs, has about 6 inches of water in the detached building

Virginia Smith-Council President

- Inquired if cleaning out the channel would have help the flooding on W. Montcrest

Mark Simpson

- It would not change the issue at W. Montcrest
- It would make the channel more efficient throughout the study area
- The price for this project is so large because a full length of culvert is needed
- This project will not solve the problem but it would greatly improve the problem

Billy Pritchard

- Would like to take it under advisement

Graham Smith-Council Member

- Inquired if anything specifically could be done for the homeowners that are affected

Mark Simpson

- Would have to look more closely at the stream
- There are options available

Lloyd Shelton-Council Member

- Want to see if there are alternatives (that would be equally impactful)

Virginia Smith

- Will have engineers study it further

2. Cherry/Lorena/Euclid drainage bid

Mark Simpson-Schoel Engineering

- Went back to Gillespie Construction (the only bidder) to request a reduction in price
- Agreed to a \$25,000 reduction bringing the bid down to \$892,360

Virginia Smith

- Item added to the formal agenda (Resolution No. 2023-036)

3. Proposed contract with The Friends of Jemison Park for improvements to the Jemison Park Nature Trail

Shanda Williams-Parks and Recreation Director

- The Friends of Jemison finished Irondale Furnace
- They want to improve the Nature Trail for when they close Jemison Park, the trails will be in good shape

Virginia Smith-Council President

- Items added to the formal agenda (Resolution No. 2023-037)

4. Leaf Season update

Ronnie Vaughn-Public Works Director

- Took over the loose leaf collection this year
- Did not have any missed leaf collections
- Picked up 7383 piles and brought in 552 loads
- His employees went the extra mile and he is very proud of them

5. Conditional Use request for Stretch Zone located at 229 Country Club Park

Dana Hazen-Director of Planning, Building, and Sustainability

- This is the same location that Magic City Cheer was going to occupy
- 13 surplus parking spaces, will have 10 surplus parking spaces if approved

Virginia Smith

- Item added to the formal agenda (Resolution No. 2023-038)

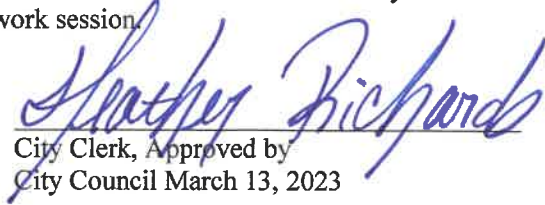
6. Review of the other matters to be considered at the formal (7:00p.m.) meeting

2. **ADJOURNMENT**

There being no further matters for discussion Council President Virginia Smith adjourned the pre-meeting at approximately 6:57 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 27, 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 March 13, 2023

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
FEBRUARY 27, 2023**

[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 27th 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. INTRODUCTION OF SPECIAL GUESTS-BOY SCOUT

Evelyn Goldman with Troup 86 G out of St. Luke’s Episcopal Church
• Working on Citizens in Community Merit Badge

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 February 13, 2023, regular meeting of the City Council

2023-035	Authorize the sale or disposal of certain surplus property	Exhibit 1, Appendix 1
2023-036	Award the bid [B-20230109-838] for the Cherry Street, Euclid Avenue, Lorena Lane and Fairmont Drive Drainage Improvements project to Gillespie Construction LLC	Exhibit 2, Appendix 2
2023-037	Execute a contract agreement with The Friends of Jemison Park with respect to the Nature Trail Improvement Project	Exhibit 3, Appendix 3
2023-038	Approve the conditional use application (Stretch Zone) located at 229 Country Club Park	Exhibit 4, Appendix 4

Thereupon, the foregoing minutes and resolutions (Nos. 2023-035 through 2023-038), were introduced by Council President Virginia Smith and a motion for their immediate adoption made by Council Member Shelton. The minutes and resolutions were then considered by the City Council. Council Member Graham Smith seconded the motion to adopt the foregoing minutes and resolutions. Then, upon the question being put and the roll called, the vote was recorded as follows:

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

Nays: None

Abstained: None

Council President Virginia Smith thereupon declared that said minutes and resolutions (Nos. 2023-035 through 2023-038) were adopted by a vote of 5—0 and as evidence thereof she signed the same.

3. ANNOUNCEMENT

Council President Virginia Smith announced the next regular meeting of the City Council is March 13, 2023, 7:00p.m.

4. ADJOURNMENT

There being no further business to come before the City Council, Council President Virginia Smith adjourned the meeting at approximately 7:03 p.m.

5. 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 27, 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 March 13, 2023

EXHIBIT 1

RESOLUTION NO. 2023-035

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 owned by the City of Mountain Brook, Alabama is no longer needed for public or municipal purposes and is hereby declared surplus property:

Item	Manufacturer	Model	Number
Desk Chair	N/A	N/A	1
Stanchions (2 velvet ropes and 1 leather rope)	N/A	N/A	5
Laminator and adhesive applicator	Xyron Pro	1255	1
Projector Screen	N/A	N/A	1

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 1

EXHIBIT 2

RESOLUTION NO. 2023-036

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby awards the bid [B-20230109-838] for the Cherry Street, Euclid Avenue, Lorena Lane and Fairmont Drive Drainage Improvements project to Gillespie Construction LLC in the amount of \$892,360.00 having been determined by the City to have submitted the only bid in conformance with the expressed specifications.

APPENDIX 2

EXHIBIT 3

RESOLUTION NO. 2023-037

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that either the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to execute a contract agreement, in the form as attached hereto as Exhibit A, between the City and The Friends of Jemison Park with respect to the Nature Trail Improvement Project.

APPENDIX 3

EXHIBIT 4**RESOLUTION NO. 2023-038**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby approves the conditional use application (Stretch Zone) at 229 Country Club Park.

APPENDIX 4

Desk Chair – Seat is about 21" tall, Pink

1

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



Stanchions – 38"H, different bases

5 – Posts

2 – Velvet Ropes

1 – Faux Leather Rope

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



XYRONPro1255 – No cartridge

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



Projector Screen – Top frame is about 87.5" wide

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



EXHIBIT A - CONTRACTOR BID RESPONSE FORM*

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

Attn: Mr. Sam Gaston

Project Reference: Cherry St, Euclid Ave, Lorena Ln and Fairmont Dr Drainage Improvements
Award Recommendation-REVISED
Bid No. 20230109 - 838

Mr. Gaston:

We are in receipt of the bids for work to perform certain necessary drainage improvements at Cherry St, Euclid Ave, Lorena Ln and Fairmont Dr. Only one bid was submitted, and that was by Gillespie Construction, LLC for the total amount bid of \$ 917,360.00. The submitted information appears to be in accordance with the bid requirements and the contractor has the required experience and qualifications, as stipulated.

At the February 13th meeting, the council agreed to allow Schoel Engineering to enter into negotiations with Gillespie in an effort to reduce the contract price.

On Tuesday February 21st, Gillespie Construction agreed to a \$25,000 deduction to their previously submitted bid of \$ 917,360.

Based on this, Schoel recommends consideration of award of this project to Gillespie Construction, LLC in the total amount of \$ 892,360.

Yours very truly,

SCHOEL ENGINEERING CO., INC.

Mark E. Simpson

Mark E. Simpson, PE, CFM

Cc: Mr. Ronald Vaughn, Public Works Director
Mr. Steve Boone, Finance Director

Attachments: Proposal form-Gillespie

Below is the firm bid of the undersigned to perform the Cherry St, Euclid Ave, Lorena Ln and Fairmont Dr Drainage Improvements Project at the price indicated below. The undersigned submits this Form in response to the City's Invitation for Bids for this Project. The City may use the address and contact information below for its communications with the undersigned bidder. By submitting a bid, the undersigned acknowledges that it has read and understands the Contract Documents that apply to the Project and conditions for the award of the contemplated Contract and, except as may be listed in any exception sheet, submits its bid and agrees to perform the Work in accordance with the requirements in the Contract Documents.

(Instructions to Bidder: Please complete Part A and enter the Total Amount Bid)

A. LUMP SUM CHARGE FOR ALL ITEM 1 OPERATIONS* \$ 917,360.⁰⁰

Gillespie Construction, LLC
Name of Firm or Company Submitting Bid
3304 3rd Ave S
Street Address
Jasper AL 35501
City State Zip
Ron Gillespie
Signature of Bidder Representative
Ron Gillespie
Printed Name Representative Executing for Bidder
Member
Title

2/3/2023
Date of Bid
20-0780015
Tax Id # of Bidder
Revised Amt: \$892,360
M. Simpson, School
Web Site of Bidder
205 795-5263
Office Ph. # Bidder
205 302 3314
Cell Ph. # Bidder Contact
gillespieconstructionllc@yahoo.com
Email Address Bidder Rep.

This Bid Response must be notarized.
Sworn to and subscribed before me on this 3 day of February, 2023.
Erin Henson
Notary Public
SEAL
My Commission Expires AUGUST 21, 2023
Commission Expiration Date



- * Notes:
1. Please state any Exceptions to the Specifications or other requirements in the Contract Document on a separate sheet and attach that sheet to your Bid Response.
2. Bidders must complete, sign, notarize and return the Bidder Affidavit and Warranty below with their Responses.
3. The Item 1 and Item 2 operations are detailed on EXHIBIT E and on EXHIBIT F.

Established 1888
SCHOEL ENGINEERING COMPANY, INC.
2301 22nd Street, South | Birmingham, AL 35205
P 205-983-8188 | F 205-983-2292 | schoel.com

BIDDER AFFIDAVIT AND WARRANTY

The undersigned warrants, represents and agrees that each of the following is true and correct in connection with its Contractor Bid Response for the Contract to be awarded for the Cherry St, Euclid Ave, Lorena Ln and Fairmont Dr Drainage Improvements Project:

- (a) it has not colluded with any other bidders;
- (b) it has not, directly or indirectly, induced any other bidder to submit a sham bid or to refrain from making a bid;
- (c) it has not paid or agreed to pay any party, either directly or indirectly, any money or other thing of value for assistance or aid rendered to or to be rendered in attempting to procure the contract contemplated in this bid;
- (d) if the subject contract is awarded to the bidder, no employee or officer of the City has an interest, either direct or indirect, in it or is a beneficiary of the contractual arrangement made the basis thereof.
- (e) all the information contained in the response to the bid is true and correct; and
- (f) the City may rely on information submitted in awarding the subject contract.

Gillespie Construction, LLC
Name of Firm or Company Submitting Bid
By: *R. Gillespie*
Signature of Bidder Representative
Printed Name: Ron Gillespie
Its: Member
Title
Date: 2/3/2023

Sworn to and subscribed before me on this 3 day of February, 2023.
Erin Henson
Notary Public
My Commission Expires AUGUST 21, 2023
Commission Expiration Date

SEAL



Date: February 24, 2023

To: Council Members

From: Shanda Williams, Parks and Recreation

Subject: Agreement with Friends of Jemison for work on the Nature Trail

The Friends of Jemison have finished the improvements to the Irondale Furnace Trail and would like to make improvements to the Nature Trail. They plan to hire a contractor to dress up the trail with fresh gravel and grade out a few spots along the side for better drainage. They will use the funds that have been donated for trail improvements.

This is an effort to have the trail ready for more traffic when part of the Jemison Trail is shut down for renovation in May.

I will work with our lawyers to prepare an agreement like the one used for the Irondale Furnace for your approval Monday night.

This Jemison Park Improvement Project Contract (the "Contract") is made by and between The Friends of Jemison Park ("Friends") and the City of Mountain Brook, Alabama (the "City"), effective as of the date last signed below by a party (the "Effective Date").

WHEREAS, the Friends of Jemison Park is a non-profit organization formed and dedicated to support Robert Jemison Jr. Park ("Park"), a preserved area located in the City that provides a mature tresscape, a buffer to Shades Creek, a "gateway" into the City and recreational opportunities through the use of its sidewalks and trails; and

WHEREAS, as a supplement to their primary mission, Friends also supports similar passive recreational areas in Mountain Brook including the Nature Trail along Overbrook Road; and

WHEREAS, the Nature Trail is in need of improvement and Friends has obtained donations to undertake those improvements; and

WHEREAS, Friends has requested permission to undertake repairs to the Nature Trail as set forth on and in Exhibits A to this agreement (the "Project"); and

WHEREAS, the City has determined that it is in the public interest to permit Friends to proceed with the Project and to enter into this contract with Friends to set forth the terms, conditions and expectations attendant to such appropriation.

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

1. Services. Friends shall complete or have completed on its behalf the work in accordance with the Scope of Work and the Project Plans and specifications set forth in and in accordance with the terms, conditions, plans and specifications in Exhibits A (the "Services").

2. Compensation. No compensation shall be due to Friends by the City and the Project will be solely funded by Friends.

3. Term. The term shall begin when this Contract is executed by the City and will extend for one-hundred eighty (180) days (the "Term") during which time the Services must be completed, unless said term is extended by the City upon good cause shown by Friends. Notwithstanding any other provision herein, the Contract may be terminated before the expiration of its Term on the occurrence of any of the following:

(a) Termination for Cause by City. If Friends fails to perform any material obligation in the Specifications or this Contract (a "Default"), the City may terminate the Contract for cause on seven (7) days' advance written notice to Friends; provided, however, that the Friends shall have a reasonable opportunity to cure or correct any deficiency in performance that is the basis of the proposed termination for cause. This termination remedy is in addition to any other remedy or right provided to the City in the Contract or that may be available by law;

(b) Termination for Cause by Friends. If the City does not perform a material obligation in this Contract, the Friends may terminate the Contract for cause on thirty (30) days' advance written notice to the City; provided that the City shall have a reasonable opportunity to cure or correct any deficiency in performance that is the basis of the proposed termination for cause.

its obligations and agreements hereunder, have been duly taken.

9. Subcontracting. Friends and City acknowledge and understand that the Services will be performed by a Contractor selected by Friends and City gives its consent for Friends to enter into a subcontractor agreement for the work. Friends agrees to procure and provide to City waivers as to all material, subcontractor or other liens related to the Project and to be solely responsible for satisfaction of same.

10. Miscellaneous Provisions.

(a) During the Term of this Contract, Friends agrees to comply (and require its subcontractors to comply) with all regulations and laws concerning the performance of its Services or work, including, but not limited to, laws concerning the safety, inspection, maintenance, and operation of its equipment and employment laws concerning its workers.

(b) Friends is an independent contractor of the City. This Contract does not create any partnership, joint venture or principal-agent relationship between the Friends and the City.

(c) Friends may not assign this Contract, or any of its rights, obligations or the benefits hereunder, to any other party without prior written approval of the City, which approval may be withheld for any reason.

(d) The Contract is made only for the benefit of the City and the Friends. It is not intended, nor shall it be construed, to grant or bestow any benefit, right or privilege to any third party.

(e) This Contract comprises the entire agreement between the parties. These terms herein supersede all prior negotiations, representations or agreements, either written or oral, concerning the subjects herein, and any such prior understandings concerning those matters are of no effect and are merged into this Contract.

(f) This Contract may be amended or modified only by written instrument signed by both parties.

(g) This Contract may be executed in counterparts each of which when executed by the parties shall be deemed to be a complete original. Copies of this Contract showing the signatures of the respective parties, whether produced by photographic, digital, computer, or other reproduction, may be used for all purposes as originals, and shall have the same legal force and effect as an original document.

(h) If any provision of this Contract is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of it shall remain in full force and effect.

(i) The meaning, legal effect, and enforcement of terms and provisions of the Contract and the resolution of any disputes arising thereunder or relating thereto shall be governed by the laws of the State of Alabama, except to the extent otherwise required by applicable conflict-of-law principles.

(j) Friends represents and warrants that (a) it does not knowingly employ, hire for employment, or continue to employ an "unauthorized alien," as defined by the *Beason-Hammon Alabama Taxpayer and Citizen Protection Act*, Act No. 2011-535 (H. B. 56), as amended from time to time (the "Act") and that, during the performance of the services and Project, it shall participate in the E-Verify program if it is so required under the terms of the Act; (b) it will comply with all applicable provisions of the Act with respect to its consultants and subcontractors by entering into an agreement with or by obtaining an affidavit from them providing that they are in compliance with the Act with respect to their participation in the E-verify program; and (c) it shall not hire, retain or contract with any consultant or subcontractor that it knows is not in compliance with the Act. Friends further warrants that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, in its hiring and employment practices, and that if it receives actual knowledge of the unauthorized

4. Contract Representatives. Each party shall appoint a representative(s) who shall coordinate with the other party on matters pertinent to the performance of the Services and the administration of this Contract (the "Contract Representative(s)").

The City's Contract Representative is:

Shanda Williams
Superintendent of Parks and Recreation
3698 Bethune Drive
Mountain Brook, Alabama 35213
Tel No: (205) 802-3879

Friends' Contract Representative is:

Katherine Shepherd
President, Friends of Jemison Park
P.O. Box 530813
Mountain Brook, Alabama 35253
Tel No: (205) 215-8621

The Contract Representatives designated above shall have the authority to act on behalf of its respective parties to transmit instructions, receive information and administer the Contract consistent with its terms and conditions. Either party may designate a Contract Representative other than the person named above upon provision of written notice to the other.

5. Notices. Any notice required hereunder shall be sufficiently given when given in writing and sent to the appropriate Contract Representatives via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or by personally delivering such notice to that party.

6. Dispute Resolution. The Contract Representatives of the parties will use their good faith efforts to resolve any dispute or claim between them arising from the performance or failure to perform their respective obligations under this Agreement (a "Dispute"). In the event that those Representatives are unable to amicably resolve a Dispute, either party may request that the Dispute be mediated.

7. Insurance Requirements. Friends shall require the Contractor hired to perform the Services to procure and maintain policies of insurance with the following requirements and shall have City named as additional insured on all such policies:

Insurance	Amount
Workers' compensation	statutory
General liability	\$1,000,000
Auto liability	\$1,000,000

Friends shall provide the Contractor's Certificate of Insurance showing such coverages and that the City is named as an additional insured prior to the inception of work.

8. Representations of Friends. As further inducement to enter this Contract, Friends represents and warrants each of the following to the City:

- (a) That the Minutes & Agendas Council 2023 20230227 Minutes.docx
- (b) that all actions required to be taken by it or on its behalf to execute the Contract, and to perform

APPENDIX 3

status of one of its employees in the State of Alabama, it will remove that employee from the project jobsite or premises of the City and shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If Friends violates any term of this paragraph, this Agreement will be subject to immediate termination by City. To the fullest extent permitted by law, Friends shall defend, indemnify and hold harmless City from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to City's failure to fulfill its obligations contained in this provision.

(k) Upon reasonable advance notice from the City, Friends, at its expense, agrees to produce records maintained by it with respect to the Services performed by it under this Contract and otherwise participate in an audit designed by the City to evaluate whether the Friends is properly completing, accounting and performing the Services and transactions that are contemplated hereunder. To facilitate any such audit, the Friends agrees that, for a period of no less than (2) years following the performance of Services or the expiration (or earlier termination) of this Contract, it will maintain its reports, logs and records concerning its performance of Services or work, and the accounting, billing or other financial records that the Friends generates regarding same.

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

ATTEST

By: _____ By: _____

Its: _____ Its: _____

Date: _____

CITY OF MOUNTAIN BROOK, ALABAMA

ATTEST

By: *Shirley Richards* By: *Stewart*

Its: *City Clerk* Its: *Mayor*

Date: *2-27-23*

[Remainder of page left blank intentionally - Signature page to follow]

NATURE TRAIL IMPROVEMENT PROJECT CONTRACT

EXHIBIT A

SCOPE OF WORK/PROJECT DESCRIPTION

NATURE TRAIL IMPROVEMENTS

The Friends will hire a contractor to grade a few areas along the trail and banks to improve drainage and reduce washed out areas on the trail. They will freshen the entire trail with limestone fines.

Disturbed areas will have pine straw spread to provide a finished look.



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



DATE: February 27, 2023

TO: Mayor, City Council & City Manager

FROM: Dana Hazen, City Planner

RE: Stretch Zone - 229 Country Club Park

Personal fitness uses, such as the proposed practitioner-assisted stretching studio, require council approval of a conditional use. The conditional use is reviewed primarily for its anticipated effect on street parking. Here is what the code says:

"The conditional review and approval process shall ensure that, in addition to the other factors of conditional review, sufficient parking exists so that the use will not negatively impact existing established businesses, and that the proposed service use, either in isolation or in conjunction with other service or office uses, will not have a detrimental impact on public parking in the villages."

The proposed space at Country Club Park (previous 32 Degrees yogurt and temporary BBVA) has a parking credit of 9 spaces. Based on the square footage of the space and the higher parking requirement for fitness uses, 12 parking spaces in the common parking lot would be required for Stretch Zone.

Country Club Park currently has a surplus of 13 parking spaces (over and above that required for the current mix of uses). The on-site credit includes 48 street parking spaces created along Dan Watkins and Keeley Court during the 1997 installation of public sidewalks and parking, part of which is contained on the Scott property (see attached map of Dan Watkins and Keely Court).

An additional 3 parking spaces would be required for the proposed personal fitness use, which would lower the shopping center's overall surplus down to 10 parking spaces.

See attached Applicant Request for details on proposed hours of operation, and peak hour employee and patron ratio. It is not anticipated that the proposed use would have a detrimental effect on street parking in Crestline Village.

Note** The zoning code indicates that a conditional use shall be approved by the city council if all required parking is provided on site and in the quantities set forth in subsection 129-355(a) of this Code, but it does not necessarily prevent the council from placing conditions on the approval on a proposed conditional use that would serve to mitigate any anticipated negative effects on the established businesses in the vicinity of the proposed use.

February 22, 2023

Dear Mountain Brook City Council,

Thank you for the opportunity to provide this business proposal.

We believe Stretch Zone would be a great addition to the Mountbrook community.

Stretching has many benefits, from pain relief in the hips, back, shoulders, and neck, to injury prevention. As we age, flexibility is naturally declining, leading to decreased mobility.

Stretch Zone is the industry leader in practitioner-assisted stretching. The founder Jordan Gold pioneered the industry. Our certified practitioners stretch clients using a patented table and strapping technology. Said a little simpler, our clients lay on a comfortable table, and we do all the work.

Stretch Zone enables our clients to continue living the life they want and, for many, return to a life they thought they had lost.

We currently have two Stretch Zone locations in Huntsville. One has been open since April of 2022 and has over 100 5-star reviews on Google. The other location is in Madison and has been open since mid-November. That studio has over 80 5-star reviews in slightly over three months. You can google both by typing Stretch Zone Huntsville and Stretch Zone Madison AL.

The franchise has over 250 nationwide and has never had a studio fail and close.

I have provided the requested parking information on page two of this letter.

Thank you for your consideration.

Sincerely,

Paul Powell

APPENDIX 4



Parking and hours of business information

Number of employees on the site during a peak hours: 4

Number of patrons on the site during a peak hour: 4

Proposed hours of operation and days of the week:
Mon - Friday (7am - 7pm)
Sat - (9am - 4pm)

