

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
AUGUST 14, 2023**

[As a convenience, members of the public were invited to listen and observe in the public meeting by Internet video conference. There were 3 virtual attendees at the meeting.]

The City Council of the City of Mountain Brook, Alabama met informally in-person at 6:15 p.m. on the 14th day of August, 2023 (others were allowed to listen to the meeting by way of Internet video conference- 2 virtual attendees). Council President Smith 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
Gerald A. Garner
Graham L. Smith
Stewart Welch III, Mayor

Absent: Lloyd C. Shelton

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

1. AGENDA

1. Playing fields and tennis/pickleball courts usage times

Shanda Williams- Parks and Recreation Superintendent

- The park board met to discuss their thoughts on reasonable hours for the courts and fields
- The park board suggested the following:
 - passive activities on facilities with no lights are allowable from sunrise to sundown
 - passive activities on facilities with lights hours are allowable sunrise to 9:00pm
 - noise generating activities on facilities with no lights are allowable from 7:00am to sundown
 - noise generating activities on facilities with lights are allowable from 7:00am to 9:00pm (The exception will be at High School where activities that go past 9:00pm)
- These rules do not apply to the Board of Education sponsored activities
- Any other exceptions will need written permission

Gerald Garner-Council Member

- Encouraged the Park Board to be more proactive in field use and space
- The Park Board did a great job on the court usage times

2. Proposal for additional services for the Pine Ridge Road sidewalk project

Nathan Currie-Sain Associates

- When the sidewalk was first set up, did not know how much ROW would be needed
- About 80% of the supplement is for ROW services
- 1st step is to send a donation letter that gives the owner an opportunity to donate the ROW (temporary access)
- If property owner is willing to donate temporary access easement, then they do not have to go forward with appraisals, reviews and negotiations

- The proposal is set up as if every property requires donation letter, appraisals, review of appraisals, etc.
- ALDOT may want to change, presenting to council before it goes to ALDOT
- If property owners are willing to donate, then will not bill for those services
- 20% of this proposal is to replace pipe beneath road

Virginia Smith-Council President

- Inquired if the City would pay for the whole project

Nathan Currie

- The City would pay 20% of the project, 80% is paid with federal funds

Nathan Currie

- This will need to go to ALDOT and will come back for a final review to the council

3. Bryson Stephens to address the City Council regarding a proposed sidewalk project from The Vulcan to English Village

Bryson Stephens-Representative of Red Mountain Cut Foundation

- Mission is to improve pedestrian access around Red Mountain area
- Requesting Mountain Brook's support in their first major project-building a new sidewalk along 21st Avenue South (Diaper Row)
- This connects English Village with Vulcan Park
- 95% of this project is in Birmingham, 5% (200 feet) is on the Mountain Brook end of Diaper Row connecting English Village
- The sidewalk is on the southside
- Birmingham is working on their plans to run the sidewalk from 5 Points to Vulcan
- Asking the City to finish the Mountain Brook portion of the sidewalk (about 209 feet) to connect the sidewalk to English Village and provide for a crosswalk
- Asking for an additional \$25,000 to be contributed towards 1800 feet of sidewalk that will be built in Birmingham (feels this project will benefit Mountain Brook residents)

Virginia Smith

- Feels this project is invigorating and exciting
- Ronnie Vaughn and Sam Gaston went to look at that portion and believe Mountain Brook could do that portion to reduce the cost
- Is a proponent of this project and in giving the extra \$25,000
- Will discuss this item at the upcoming budget session meeting

4. ROW encroachment agreement for 2701 Overhill Road

Dana Hazen-Director of Planning, Building, and Sustainability

- This property is on the North side of Montevallo
- The applicants wants to build a split rail fence to restrict individuals turning around in his driveway

Ty Dodge-Homeowner at 2701 Overhill Road

- When individuals use his driveway to turn around, they cannot see the lights lining his driveway
- This fence would give them a visual in backing up

Virginia Smith-Council President

- There are some things the City does not like having in the Right-of-Way due to damages that may occur
- This property is in a cul-de-sac where vehicles will not pass and the fence is a split rail fence (breakaway) that will not injure someone

Billy Pritchard-Council President Pro Temp

- Inquired as to the type of split rail fence
- Concern is how “breakaway” will the fence be

Ty Dodge

- The fence will standard building grade split rail which is not robust

Billy Pritchard

- Would be more inclined to go along with this fence than something more permanent
- Have had issues in the past with brick mailboxes, brick retaining walls, etc. that become road hazards

Dana Hazen

- Historically the City has said “no” to things that come out of the ground in public ROW

Whit Colvin-City Attorney

- This property is on a dead end street, the only way to get back out is to do a 3 point turn
- Suggested if this case is distinguishable from others due to the homeowner allowing people to utilize his driveway to turn around (which could increase safety)
- If the fence is done right, it would help guide individuals to the right spot
- Confirmed that this was a benefit to the city as well

Billy Pritchard

- The fence is non-permanent (breakaway)

Virginia Smith

- Item added to the formal agenda (Resolution 2023-131)

5. Change Order for the Field #1 overflow parking lot

Sam Gaston-City Manager

- A cost estimate has been provided to finish the additional parking
- The Shea’s have agreed to share the cost
- Discussed having the state come out and checking before approval

Billy Pritchard

- It is important that any access to the parking lot go through security

Sam Gaston

- Will get the state, Mr. Shea, and the High School Principal to ensure everyone is on the same page

6. Brookwood Road residents

Nicole Gilbert-3638 Brookwood Road

- Lived at residence for 6 years
- Have waited on sidewalk for a while

- There is 135' section that she would like to see a sidewalk put in
- This would provide direct access to the sidewalk for their children
- Received a quote for \$30,000 to complete this portion of the sidewalk

Sam Gaston-City Manager

- Received a quote for \$32,000

Nathan Currie-Sain Associate

- On this portion, there is some exposed rock and a water line
- Concerned about lights in front of driveway
- There may be more costs and encounter more surprises
- In first looking at it, it may need more engineering and have more funding in place due to potential challenges
- A larger cost item for this section is reconfiguring driveways

Sam Gaston

- Would recommend applying for another TAP grant to finish that section on Brookwood and Locksley in a couple of years

Virginia Smith

- Inclined to wait on the TAP Grant

Billy Pritchard

- Also inclined to wait on the TAP Grant

Sam Gaston

- The City can apply for another TAP grant two years down the road
- Will get Sain Associate and Ronnie Vaughn to get together to get a cost estimate to see if the City can do this in-house

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

2. ADJOURNMENT

There being no further matters for discussion Council President Virginia Smith adjourned the pre-meeting at approximately 7:05 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 August 14, 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 August 28, 2023

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
AUGUST 14, 2023**

[As a convenience, members of the public were invited to listen and observe in the public meeting by Internet video conference. There was 1 virtual attendee at the meeting.]

The City Council of the City of Mountain Brook, Alabama met in person at 7:06 p.m. on the 14th day of August, 2023 (others were allowed to listen to the meeting by way of Internet video conference-no one did). 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
Gerald A. Garner
Graham L. Smith
Stewart Welch III, Mayor

Absent: Lloyd C. Shelton

Also present were City Attorney Whit Colvin, 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. GYNECOLOGICAL CANCER AWARENESS PROCLAMATION

Stewart Welch-Mayor

- Presented the proclamation to Betsy Thetner and Allison Boone.

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 July 10, 2023, regular meeting of the City Council
Approval of the minutes of the July 24, 2023, regular meeting of the City Council
Approval of the minutes of the July 31, 2023, special meeting of the City Council

| | | |
|-----------------|---|-----------------------|
| 2023-125 | Gynecologic Cancer Awareness (GYN) Proclamation | Exhibit 1 |
| 2023-126 | Authorize the sale, donation, or disposal of certain surplus property | Exhibit 2, Appendix 1 |
| 2023-127 | Ratify the bid award [B-20230728-880] and payment for the purchase of an Ambulance vehicle for use by the Fire Department | Exhibit 3, Appendix 2 |

| | | |
|-----------------|--|--------------------------|
| 2023-128 | Accept the Personnel Board of Jefferson County (PBJC) Market Analysis upgrade for the Assistant City Manager/Finance Director, Director of Planning, Building, and Sustainability, and Public Works Director III | Exhibit 4, Appendix 3 |
| 2023-129 | Accept the dedication of Right of Way (ROW) Parcel 2 on the subdivision map titled Lane Parke Phase II | Exhibit 5, Appendix 4 |
| 2023-130 | Authorize the execution of a Right of Way (ROW) encroachment agreement with CT Dodge and Florence Dodge with respect to 2701 Overhill Road | Exhibit 7, Appendix 5 |

Thereupon, the foregoing minutes, proclamation, and resolutions (Nos. 2023-125 through 2023-130), were introduced by Council President Virginia Smith and a motion for their immediate adoption made by Council Member Garner. 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
William S. Pritchard III
Gerald A. Garner
Graham L. Smith

Nays: None

Abstained: None

Council President Virginia Smith thereupon declared that said minutes, proclamation, and resolutions (Nos. 2023-125 through 2023-130) were adopted by a vote of 4—0 and as evidence thereof he signed the same.

3. CONSIDERATION: ORDINANCE NO. 2147 AMENDING SECTION 50-46 (B)(6) OF THE CITY CODE RELATING TO THE SPEED LIMIT OF CERTAIN STREETS IN THE CITY (25 MPH) TO INCLUDE MARLBORO DRIVE (EXHIBIT 8)

Council President Virginia Smith introduced the ordinance in writing. It was then moved by Council President Pro Tempore Pritchard that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended and that unanimous consent to the immediate consideration of said ordinance be given and that the reading of the ordinance at length be waived. The motion was seconded by Council Member Graham Smith and was unanimously carried, as follows:

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

Nays: None

Council President Virginia Smith declared the motion carried by a vote of 4—0.

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

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

Nays: None

Council President Virginia Smith declared that the ordinance (No. 2147) is hereby adopted by a vote of 4—0 and, as evidence thereof, she signed the same.

4. COMMENTS FROM RESIDENCES AND ATTENDEES

(There were no public comments)

5. ANNOUNCEMENT

Council President Virginia Smith announced the next regular meeting of the City Council is August 28, 2023, 7:00p.m.

6. EXECUTIVE SESSION AND ANNOUNCEMENT

Council President Pro Tempore Pritchard made a motion that the City Council convenes in executive session to discuss a matter of pending litigation and that the City Council shall adjourn 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
William S. Pritchard III
Gerald A. Garner
Graham L. Smith

Nays: None

There being no further business to come before the City Council, Council President Virginia Smith adjourned the meeting at approximately 7:15 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 August 14, 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 August 28, 2023

EXHIBIT 1

PROCLAMATION NO. 2023-125

WHEREAS, gynecologic (GYN) cancers are among the leading cancer killers of women in the United States, and more than 125,000 women will be diagnosed, and more than 33,000 women will die from these diseases this year and the absence they leave in our hearts will be deeply felt forever; and

WHEREAS, the Laura Crandall Brown Foundation and their “A State of Teal” initiative brings awareness of all GYN cancers to the people throughout the State of Alabama; and

WHEREAS, the good health and well-being of women in our state and the City of Mountain Brook are enhanced by increased awareness of GYN cancers and their symptoms and treatments; and

WHEREAS, it is also crucial that all women in our state and the City of Mountain Brook take an active role in learning the symptoms and risk factors associated with GYN cancers, developing healthy habits, and undergoing regular medical examinations so that any occurrence of these diseases may be detected in their early and treatable stages; and

WHEREAS, we reflect upon the memory of those lost to these diseases, the bravery of those currently battling these diagnoses, and the need for increased awareness, screening, and research so that the women of our state and the City of Mountain Brook might be spared from them in the future, and encourage all citizens to work together to raise awareness of GYN cancers; and

NOW, THEREFORE, I, Stewart Welch III, Mayor of the City of Mountain Brook, Alabama, do hereby proclaim September 2023, as

“GYNECOLOGIC CANCER AWARENESS MONTH”

throughout the City and encourage all residents of Mountain Brook to work together to raise awareness of GYN cancers and do commend this observance to all our citizens.

EXHIBIT 2

RESOLUTION NO. 2023-126

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

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

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

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

Section 2. That the City Manager, or his designated representative, is hereby authorized and directed to sell said property by way of public Internet auction, donate said items to another fire department or to dispose of said items.

APPENDIX 1

EXHIBIT 3

RESOLUTION NO. 2023-127

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby ratifies the bid award [B-20230728-880] and payment for the purchase of an Ambulance vehicle for use by the Fire Department in the amount of \$276,525 to Apgar Ambulance LLC having been determined by the City to have submitted the only bid in conformance with the expressed specifications.

APPENDIX 2

EXHIBIT 4

RESOLUTION NO. 2023-128

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby accepts the Personnel Board of Jefferson County Market Analysis upgrades for selected department head positions, in the form attached hereto as Exhibit A.

APPENDIX 3

EXHIBIT 5

RESOLUTION NO. 2023-129

WHEREAS, Lane Parke Retail, LLC, is the developer of the Lane Parke retail development in Mountain Brook, Alabama and is the owner of that certain parcel identified as Parcel 2 (the "Right of Way Property") on the subdivision map titled Lane Parke Phase II recorded in Map Book 260, Page 66 in the Office of the Judge of Probate of Jefferson County, Alabama; and

WHEREAS, Lane Parke Retail, LLC has offered to dedicate Parcel 2 to the City of Mountain Brook, Alabama (the “City”) for use as part of the public right-of-way and has delivered to the City a Deed for Public Right of Way, attached hereto as Exhibit A (the “Right of Way Deed”), by which such Parcel will be conveyed; and

WHEREAS, the City wishes to accept such dedication so that the Right of Way Property may be utilized in conjunction with a road improvement project being undertaken by the City and the Alabama Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City hereby accepts the offer of dedication made by Lane Parke Retail, LLC and the Right of Way Property conveyed by the Deed shall become part of the public right of way of the City of Mountain Brook, Alabama.

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized to accept the Right of Way Deed, to have it properly recorded, and to execute on behalf of the City any other instruments and undertakings as may be necessary and appropriate to complete the conveyance and dedication as set forth above.

APPENDIX 4

EXHIBIT 6

RESOLUTION NO. 2023-130

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of a right-of-way encroachment agreement between the City and CT Dodge and Florence Dodge, in the form as attached hereto as Exhibit A, with respect to the property located at 2701 Overhill Road subject to general specifications and a height restriction of 4 feet.

APPENDIX 5

EXHIBIT 8

ORDINANCE NO. 2147

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

Section 1. Speed Limit of Marlboro Drive. Section 50-46(b)(6) of the “Code of Ordinances” of the City of Mountain Brook, Alabama which lists those streets of portions thereof that have been ordained a speed limit of twenty-five (25) miles per hour is hereby amended to include the following street along with all other streets or portions thereof currently included therein:

- a. Marlboro Drive

Section 2. Severability. If any part, section, subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect notwithstanding such holding.

Section 3. Publication. The City Clerk shall cause a copy of this ordinance to be published by posting or by such other means as may be authorized by law.

Section 4. Effective Date. This ordinance shall be effective immediately after adoption and publication as provided by law.

City of Mountain Brook Mail

868

Heather Richards <richardsh@mtnbrook.org>

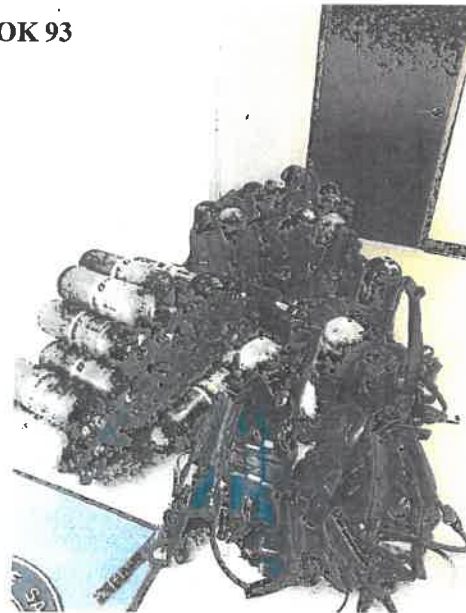
MINUTE BOOK 93

Surplus Items

Jonathan King <kingj@mtnbrook.org> Wed, Aug 9, 2023 at 4:23 PM
To: Heather Richards <richardsh@mtnbrook.org>, David Kennedy <kennedyd@mtnbrook.org>, Christopher Mullins <mullinsc@mtnbrook.org>

Heather,
We would like to request that the Council declare all of the items below as surplus. These items have reached the end of their life for us. We would like to donate these items to 3 different volunteer fire departments.

| | Scott Airpacks | Misc |
|----|----------------|-----------------|
| 1 | 115S1528000066 | 53 SCBA bottles |
| 2 | 115S1527015802 | 4 RIT Packs |
| 3 | 115S1527013402 | |
| 4 | 115S1527013233 | |
| 5 | 115S1527015888 | |
| 6 | 115S1527013409 | |
| 7 | 115S1527015883 | |
| 8 | 115S1527013408 | |
| 9 | 115S1527015889 | |
| 10 | 115S1528000065 | |
| 11 | 115S1528000067 | |
| 12 | 115S1527013241 | |
| 13 | 115S1527015481 | |
| 14 | 115S1528023583 | |
| 15 | 115S1530008783 | |
| 16 | 115S1548018320 | |
| 17 | 115S1527013234 | |
| 18 | 115S1527013236 | |
| 19 | 115S1527013237 | |
| 20 | 115S1528001222 | |
| 21 | 115S1527015801 | |
| 22 | 115S1526020244 | |
| 23 | 115S1527013238 | |
| 24 | 115S1527013400 | |
| 25 | 115S1527015898 | |
| 26 | 115S1526018855 | |
| 27 | 115S1526018847 | |
| 28 | 115S1526000064 | |
| 29 | 115S1517001023 | |
| 30 | 115S1526024213 | |
| 31 | 115S1527015802 | |

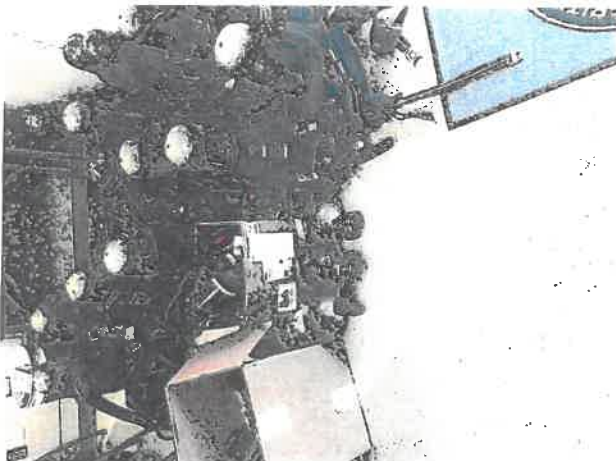


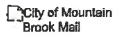
APPENDIX 1

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https://mail.google.com/mail/u/0/?tab=rm&ogbl#inbox/FMfcgzGtwWJwptkxZSLVXv2NkWglsv7projector=1





Heather Richards <richardsh@mtnbrook.org>

MINUTE BOOK 93

CITY OF MOUNTAIN BROOK
56 CHURCH STREET
MOUNTAIN BROOK, ALABAMA 35213 869
OFFICE OF PURCHASING AGENT (CITY MANAGER)

Bid Acceptance

Jonathan King <kingj@mtnbrook.org> Wed, Aug 9, 2023 at 4:23 PM
To: Heather Richards <richardsh@mtnbrook.org>, David Kennedy <kennedyd@mtnbrook.org>, Christopher Mullins <cmullins@mtnbrook.org>

The Fire Department bid process for a new rescue unit (Bid # B-20230728-880) resulted in 2 "No Bids" and 1 approved bid. We ask that the Council approve the single bid from Appgar Ambulance for \$276,525.

Thanks,

Jonathan King
Executive Lieutenant
Mountain Brook Fire Department
102 Tibbett St
Mountain Brook, AL 35213
205/802/3842 Office
205/438/3006 Work

BID COVER SHEET

Bid Request Posted this Date: July 31, 2023 Bids to be Opened this Date and Time: August 3, at 2:00 pm

To Whom It May Concern:

Bids shall be sealed and delivered to the Office of the Purchasing Agent in the City Hall, City of Mountain Brook, Alabama, or emailed to _____ prior to the above specified date and time. Bids shall be publicly opened at the date and time specified above or as soon as practicable thereafter.

To be considered by the City, a bid must comply with Alabama law, including, but not limited to, Ala. Code (1975) §§41-16-50 et seq. and 31-13-1 et seq., and provide documentation of enrollment in the E-Verify program pursuant to Ala. Code §31-13-9.

All bidders must use the bid form provided by the City for the project. This Bid Cover Sheet should be completed and submitted with the bid. Bids completed in pencil will not be accepted. Bids should be clearly marked "SEALED BID" and indicate on the outside of the envelope the project for which the bid is submitted (RESCUE BID - FIRE DEPT) and the date of bid opening.

The City reserves the right to require a bid bond, in which case specific information shall be provided with the request for bids.

The City reserves the right to utilize life cycle cost analysis in determining the lowest responsible bidder, in which case specific information shall be provided with the request for bids.

The City reserves the right to accept or reject any or all bids and to waive formalities.

Sam S. Gaston, City Manager and Purchasing Agent

BIDDER APGAR AMBULANCE LLC TELEPHONE 503-720-4067
ADDRESS 487 Birch Grove Road Kallispell, MT 59901 EMAIL stove@appgar.org
CITY Kallispell, MT 59901 STATE MT ZIP 59901
BID AMOUNT (AS PER SPECIFICATIONS) \$ 276,525.00

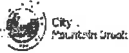
Note: MUNICIPALITIES ARE EXEMPT FROM STATE SALES TAX

This bid must be signed below by bidder's principal/officer/agent and notarized:

Sworn to and subscribed before me on this _____ day of _____, 20____.
Auth. Signature: Steven I. Appgar
Name: Steven I. Appgar President
Title: _____
Notary Public
My Commission Expires: _____

APPENDIX 2

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Bid Response <bidresponse@mtnbrook.org>

B-20230728-880 Response

1 message

Heather Bell <HBell@eeprinc.com> Thu, Aug 3, 2023 at 1:35 PM
To: "BidResponse@mtnbrook.org" <BidResponse@mtnbrook.org>

Emergency Equipment Professionals will not be bidding on your upcoming ambulance purchase. We appreciate the opportunity to work with Mountain Brook Fire Department and apologize for not being able to accommodate this timeline.

Thank you,

Heather

Heather Bell
Territory Manager - AL/MS
251-215-0379
Emergency Equipment Professionals, Inc.

www.emergencyequipment.us



August 1, 2023

City of Mountain Brook
Office of Purchasing Agent (City Manager)
56 Church Street
Mountain Brook, Alabama 35213

Re: RESCUE BID - FIRE DEPT. AUGUST 3, AT 2:00PM

Dear Sir,

Southern Emergency Consultants, LLC would like to thank you for the opportunity to bid on your emergency product needs. However, we are unable to provide this service at this time. Please continue to include Southern Emergency Consultants, LLC on any future emergency product purchases.

Best Regards,

Brock Butts - Owner
Southern Emergency Consultants, LLC
157 County Road 637
Roanoke, AL 36274
706-594-2228

INVITATION TO BID

INSTRUCTIONS TO BIDDERS

Sealed or emailed bids will be received by August 3, 2023 until 2:00 P.M. at Mountain Brook City Hall for the furnishing of all necessary labor, equipment and material for a Rescue Unit (Ambulance), and other equipment as outlined in the following specifications. Bids or "No Bids" can be emailed to

Bids will be addressed and submitted in accordance with the instructions provided above. The type of bid, bid opening date and time will be stated on the front of the bid envelope as well as the bid number B-20230728-880.

All specifications herein contained are considered as minimum. No exceptions to these minimum standards will be allowed relating to gauge, alloy, and type of metal, size of compartments and overall design. Bidders must state the brand of any item provided which is a substitute for the brand or model specified for evaluation by the bidder. The buyer reserves the right to require a bidder to provide proof in each case that a substituted item is equal to that specified. The buyer will be the sole judge in determination of acceptable substitutes.

Submit only one (1) bid that meets or exceeds the minimum specifications. No substitutes, stock units, or alternates will be permissible unless such units are requested later in the specifications. If this is done, the bidder will be automatically disqualified.

All bids must be signed. Electronic signatures are acceptable for bids that are emailed. Failure to do so will cause the bid to be non-responsive and rejected.

The competency and responsibility of Bidders will be considered in making the award. The Fire Department reserves the right to reject any or all bids, or to reject the bid of the bidder who, in the judgment of the buying authority is not in a position to perform the Contract. These specifications, together with any other documents required herein, will be included in the final contract. Each bidder will submit a copy of his proposed contract form. The purchaser reserves the right to reject a bid based on unacceptable provisions of a bidder's contract and does not obligate itself to accept the lowest or any bid.

It will be the responsibility of the bidder to assure that their proposal arrives at the proper location by the time indicated. Late proposals, telegrams, facsimile, or telephone bids will not be considered. Bids will not be considered from firms, individuals or the same owners of separate companies submitting more than one bid.

Any errors, strike over's and/or changes to prices written in numerals should be initialed by the bidder. Failure to initial may be cause to reject the bid as irregular and disqualified from consideration.

**** THE PURCHASER HAS THE OPTION TO NOT ACCEPT ANY BIDS, WHICH DO NOT MEET THESE SPECIFICATIONS AND IS THE SOLE DECIDER TO DEEM WHICH BID IS IN THE BEST INTEREST OF THE PURCHASER.**

INFORMATION REQUIRED WITH BID

1. The delivery of this vehicle must be made within 30 days of bid opening date. NO EXCEPTIONS. Agreed Bidder shall notify when powerloader is installed
2. The bid will be for an Unfitted Rescue Unit. NO EXCEPTIONS. Agreed this is a 2022 Ford F550 with a 2023 Demers Modular Ambulance
3. Each bidder will furnish information regarding vehicle warranties. Attachment in E-Mail Demers Warranty Page 1-10

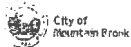
4. The chassis for the Rescue Unit will be a Ford F550 4x4 Diesel 169"
YES
5. The overall length will be between 285"-291".
YES
6. The overall width will be 95".
YES
7. The overall height will be 116".
YES
8. The chassis shall have a Modular Aluminum Body attached with dimensions of
YES
150"L x 95"W x 72"HR.
9. Payload capacity will be up to 4,500 lbs.
YES
10. The module will have a Stryker Powerload system installed.
Yes In Stock and Installed by Stryker certified NAEVT

PAYMENT TERMS

All bidders will be required to detail in exact terms the payment for said vehicle in their proposal. Check from the City of Mountain Brook as per Invoice Attached.

Questions regarding the above a bid specifications can be directed to Steve Apgar at 206-438-3006 (cell phone) or email at

APPENDIX 2



Bid Response <bidresponse@mtbrook.org>

Notarized Document to Follow Bid#20230728-880
1 message

Steve Apgar <steveapgar@icloud.com>
To: BidResponse@mtbrook.org

Wed, Aug 2, 2023 at 1:15 PM

Please Note that the Bid Offer Cover Sheet is being Notarized by Our ADMIN. and Power of Attorney That Notarized Copy will be scanned and forwarded ASAP

Steve Apgar

Steve@Apgar.org
www.apgarambulance.com
SHOP SERVICE 406-756-4911
SALES 406-756-4911
Personal Cell (503)720-4067
Text or Call



KALISPELL
R.E.S. Response Equipment Specialists
KellsPELL, Montana 406-756-4911
503-720-4067
Federal I.D. No.: 20-3365474

APGAR AMBULANCE
RESPONSE EQUIPMENT SPECIALISTS

DEMERS AMBULANCES

Purchase Agreement for
City of Mountain Brook
56 Church Street
Mountain Brook, Alabama 35213
Office of City Manager and Purchasing Manager

Purchase from
Response Equipment Specialists
Apgar Ambulance
28 Round Bay Court
KellsPELL, Montana
406-756-4911

Response to Bid # B-20230728-880

| Customer P.O. | Order Day | Ship Day | Ship Via | Delivered To | Terms |
|---------------|------------|----------|----------|--------------|---------|
| POA-6705 | Completion | TBD | driver | customer | 30 Days |

| Description of transaction. | VIN Numbers | Price US\$ |
|--|--|--|
| PURCHASE Contract award. #F22P-6705 Immediate Sale. Montana Demo F22P-6705 | #F22P-6705 VIN 1FDUF4HT7NDA17850 | MSRP. Replace Value All \$290,000.00 Purchased Vehicle Estimated Insured Total Value with Additional add-ons loose ship Medical |
| 4x4 Demers MXP 160 Production #F22P-6705 2022 Ford 650 4x4. 13,076 LB Chassis. Painted White, Immediate delivery | \$247,984.00. Dealer | |
| Liquid Spring suspension, Curb Side Entry door window will open for fresh air, Added rear warning BTT Lights, inside door flasher lights, Anti Theft, EVS Child Seat | Insured Flatbed Transport no miles on Chassis. | |
| Seat,135000 BTU independent AC System, DUAL CONDENSORS, DUAL EXHAUST FANS Sliding window pass through. | \$28,541.00 Stryker Power Load installed | |
| Transportation to KellsPELL Montana on a fully insured contracted carrier. | TOTAL PRICE TO CUSTOMER | |
| August 15 th estimated delivery if Payment can be pre-paid to our Freedom Bank account. | Delivered to KALISPELL SHOP for final details. | |
| Includes the newest installed complete Stryker MX PowerLoad to be installed in floor. (\$27,141.00 new value) installed COST \$28,541.00 | Ambulance Delivered A.S.A.P 08-15-2023 | |
| In exchange for completion of detailing, diagnostics work agreed no ambulances to be traded to R.E.S. Apgar Ambulance at this time. | Amount Owed as soon as possible for Immediate delivery to Montana-This vehicle is Completed. | Total Amount \$276,525.00 |

| Freedom Bank Wire | Account Routing Information |
|---|--|
| Freedom Bank 2 Main St. KellsPELL Montana 59901 Phone: (406) 761-2600 | Account Name: Apgar Ambulance L.C Account Number: 2100000001 ABA Routing Number: 092805456 |

sale of refurbished ambulances. www.ambulancetrader.com. We will offer top prices for your Trade in.

- 4. The Company has been building and delivering Montana ambulances longer than any other provider and is the only one with a full shop and office, and mobile service truck in the State.

Demonstrated ability of the sales and manufacturer organizations in providing support over the service life of the product.

Apgar Ambulance Response Equipment Specialists and their contracted agents are located within 100 miles of most EMS grant recipients and are providing mobile service from Billings and Kalspell. Loaner Ambulances are often available in Billings, Glendive and Kalspell in case of ambulance loss for any reason.

We currently have loaner vehicles and they have been used by many Montana customers including A.L.E.R.T. flight, Thompson Falls, Judith Basin County, Meagher County, West Yellowstone, Red Lodge, Conrad, and Circle Montana.

Apgar Ambulance has spent thousands of dollars investing in the training of 13 specialized technicians who received both factory sponsored training and a complete inspection of the manufacturing process. Six technicians are SAE certified Ford diesel mechanics who also received ambulance module training from Apgar Ambulance. Apgar Ambulance has sent technicians to specialized service training from Missoula, Helena, Laurel, Libby, Billings, Laurel, and Big Sky Fire Departments. We utilize R.E.S. Mobile Fire Service and certified NEVT techs for mobile repair and we have sent them to different ambulance manufacturers for certified training. We stand ready to send a representative from any Departments to certification training at two ambulance plants. (References are available)

- 5. Examples of demonstrated ability of the sales organization to provide bond (surety) of bids or proposals to build Transport Ambulance Vehicles.

Example of recent bonds included. Demers provides performance and completion bonds. Your bond, payment and Title are all provided by Apgar with bonding and full flooring costs provided by Freedom Bank of Columbia Falls facilitating the research and construction.

Apgar has been designated as an expert witness in United States Federal Bankruptcy Court. He is a Ruben Anders qualified expert and has evaluated and given appraisals to numerous insurance and financial clients.

Apgar Ambulance was able to obtain approximately 75% market share for new ambulance sales in Montana and Wyoming during most of the years in that territory for Wheeled Coach. Medtec® Ambulance Corporation asked Apgar Ambulance to join them in October of 2005 and in January of 2006 Apgar Ambulance was licensed as an exclusive distributor for Medtec Montana and he held that position for over 4 years. Apgar is a Research Consultant and Regional Manager for Demers Ambulance who assisted the Demers Team in building a new prototype Type 1 ambulance introduced in 2011

Apgar Ambulance has built a strong customer base and product expertise around Ford's F-350 / 450 4x4 Type 1 ambulance. He is a national leader in the F-Series ambulance platform knowledge, and participates in Ford QVM / Body Builders Advisory meetings. Steve has toured six Ambulance manufacturing facilities and sold 16 different new and used manufacturers ambulances. Apgar has surpassed 300 new and 400 used units sold. Steve is a former member of the Demers Sales Manager staff, Medtec (DAC) Dealer Advisory Council and (PAC) Product Advisory Council. He has attended Ford Motor Company preview sessions in Dearborn, Michigan for early product knowledge. Apgar is considered the number one research source for used ambulance blue book pricing in the United States. Apgar Ambulance also operates www.ambulancetrader.com

Montana Service

Service in Montana is made up of factory trained and authorized service officials. We do not endorse short 6 hour certification training and we only certify technicians who make the 3 day school at our plant and see how the product is built. Among the 13 techs are, Montana mobile, Kyle Nace at RES and (Dustin Ballantyne) Boise Idaho, Fairfield Ford (Ben Rhodes) Hamilton (Jared Wood,) and Kalspell Shop (3 NAEVT Techs).

We can obtain additional credit and insurance as needed. We have a \$750,000 open line of credit, for our new and used units. We have a very high FICO rating of 820 plus and I have R1 A1 Credit ratings. We have a net worth of \$1,500,000, or more. Federal EIN # 20-3365474 DUNS # 9662700568

- 6. Examples of demonstrated ability of the manufacturing organization to provide bond (surety) of bids or proposals to deliver said Transport Ambulance vehicle within a period, and by a specified delivery date.

Bonding is common and expected and we can attach a confidential document showing delivery time from start of custom built vehicle.

- 7. Demonstrated ability to build a vehicle that meets the needs of the State and individual agencies.

Demers and Braun are World leaders in the manufacture of specialty custom, Department Specific designed rescue ambulances. They will provide complete blueprints of a large range of finished custom vehicles that were specifically designed by the customer. Copies of extreme custom finished ambulances are available.

- 8. Demonstrated ability of the proposers to produce high quality, durable products.

Apgar Ambulance has completed over 350 delivered units to every County in Montana with units to Red Lodge, Seeley Lake, Lima, Evergreen, Kalspell Regional Hospital, Broadus, Lima, Dillon, Whitehall, Thompson Falls, Winifred MT., Fort Benton, Blaine County, Teton County, Troy Montana, West Yellowstone, (7) at St Pats's Hospital, Helena, MT. Laurel, Ennis, Winneti, Conrad, Fairfield, Superior, and new units just delivered to Logan Health, Broadus, Madison Valley Health, with many other customers. We will show you what we have built and provide as many references as requested. www.apgarambulance.com

- 9. Demonstrated ability of the proposer to deliver the vehicle in the timeline meeting the needs of the contract.

We can provide you with documents indicating an average build time from approval of your blueprints until ready for pickup. In some cases of demonstrator proposed units delivery can be in 30 days or less.

- 10. Demonstrated ability of the proposer to provide after sale support for their product and provide a competitive price. This also includes the demonstrated ability of the sales and manufacturing organization to

APPENDIX 2



DEMERS AMBULANCES EASY STEPS WARRANTY GUIDE (United States)

UNDERSTANDING YOUR DEMERS AMBULANCES LIMITED WARRANTIES

Your satisfaction is very important to us. If you have questions or concerns with your vehicle, please do not hesitate to take the following steps:

- 1. Contact your Service Advisor at your authorized service center.
- 2. If the inquiry or concern is not resolved in a reasonable delay, please contact the Demers Ambulances Customer Assistance at:

Demers Ambulances Customer Assistance Center 1-800-363-7591 (toll free - U.S.) info@demers-ambulances.com

1. INTRODUCTION

Thank you for buying a Demers Ambulance.

When warranty repairs are required, you may take your vehicle to any Demers Ambulances authorized service center (see separate sheet for these locations). Please be aware that since certain warranty repairs require specifically trained employees, not all service centers are authorized to perform these warranty repairs. If a particular center cannot assist you, then contact the Demers Ambulances Customer Assistance Center at the number shown above.

This guide explains in detail the warranty coverage that apply to your Demers Ambulances.

Demers Ambulances provides the following Limited Warranties (Hereafter collectively referred to as the "Limited Warranties"):

- 1. Modular Body Structure Limited Warranty
- 2. Modular Body Paint Limited Warranty
- 3. Electrical Limited Warranty
- 4. Demers Ambulances Materials/Workmanship Limited Warranty
- 5. OEM Materials/Workmanship assembled by other than Demers Ambulances Limited Warranty

Chassis Manufacturer provides the New Vehicle Limited Warranty as well as the Federal and California Emissions Defect Warranties and Emissions Performance Warranties. Please see the separate Chassis Manufacturer warranty booklet for coverage.

2. IMPORTANT INFORMATION YOU SHOULD KNOW:
IF YOU NEED CUSTOMER ASSISTANCE:

For customer assistance, please follow the procedures outlined in the section 3 of this warranty guide.

DEFINITION:

Demers Ambulances refers to legal name Demers Ambulance Manufacturer Inc.
OEM refers to Original Equipment Manufacturer.
OWNER refers to Original purchaser and/or Original license operators

KNOW WHEN EACH LIMITED WARRANTY BEGINS AND HOW LONG IT LASTS:

The Start Date for each Limited Warranty is the day the unit is first put into service (requires proper documentation to be filed and returned to Demers Ambulances) or the date of invoice, if no in service document was returned to Demers Ambulances. Each Limited Warranty lasts for the length of time specified or until the applicable mileage has been met, whichever occurs first.

CHECK YOUR VEHICLE:

If you see any damage when you receive your vehicle, notify your Demers Ambulances Representative immediately.

MAINTAIN YOUR VEHICLE PROPERLY:

Your vehicle contains an Owner's Manual and a Recommended Maintenance Schedule which indicates the scheduled maintenance required for your vehicle. Proper maintenance guards against major repair expenses resulting from neglect or inadequate maintenance.

It is your responsibility to make sure that all of the scheduled maintenances are performed and that the materials used meet applicable engineering specifications. Failure to perform scheduled maintenance as specified in the Service Guide will invalidate warranty coverage on parts affected by that lack of maintenance. Make sure that receipts for completed maintenance work are retained with the vehicle and confirmation of maintenance work is always kept.

COVERAGE UNDER THE LIMITED WARRANTIES:

During a Limited Warranty coverage period, the authorized Demers Ambulances service center will repair, replace, or adjust all parts on your vehicle (except specific exclusions as stated in the exclusions section of each Limited Warranty) that are defective in factory-supplied materials or workmanship. Items and conditions that are not covered by the Limited Warranties are stated in each Limited Warranty.

When making warranty repairs on your vehicle, the authorized service center will use new or remanufactured Demers Ambulances parts or other parts authorized by Demers Ambulances.

VEHICLES TO WHICH THE LIMITED WARRANTIES DO APPLY:

The Limited Warranties described in this booklet apply to your vehicle if:

- It was originally registered/licensed in United States and
- It is being operated in United States.

MINUTE BOOK 93 IMITATIONS ON ALL OF YOUR LIMITED WARRANTIES:

ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO THE VEHICLE IS LIMITED TO THE DURATION OF THE APPLICABLE LIMITED WARRANTY. THE PERFORMANCE OF REPAIRS AND NEEDED ADJUSTMENTS ARE THE EXCLUSIVE REMEDIES UNDER ALL THE LIMITED WARRANTIES. DEMERS AMBULANCES SHALL NOT BE HELD RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE, SUCH AS LOSS OF TIME, INCONVENIENCE, LOSS OF USE OF THE VEHICLE, LOANER VEHICLES, LODGING, FOOD, TOWING, PERSONAL PROPERTY, OR LOSS OF BUSINESS PROFITS.

The implied warranties are limited (to the extent allowed by law) to the time period covered by the written warranties, or to the applicable time period provided by state law, whichever period is shorter. Some state do not allow Demers Ambulances to limit how long an implied warranty may last, or to exclude or limit incidental or consequential damages, so the limitation and exclusions described above may not apply to you.

NOTE
 This information about the limitation of implied warranties and the exclusion of incidental and consequential damages is applicable to all the Limited Warranties.

Your Limited Warranties give you specific legal rights. You may have other rights that vary from state to state. The Limited Warranties are the only express warranties from Demers Ambulances applicable to your vehicle. Demers Ambulances does not authorize anyone to assume any other obligation or liability in connection with your vehicle or the Limited Warranties.

Demers Ambulances reserves the unrestricted right at any time, and from time to time, to make changes in design of and/or improvements on its products without thereby imposing any obligation upon itself to make corresponding changes or improvements in or on its products theretofore manufactured.

WHAT IS NOT COVERED UNDER ANY OF THE LIMITED WARRANTIES:

Damage Caused By:

- Abuse, negligence or unapproved alteration of original parts
- Damage from accidents
- Proven failure of a third party, certified or not by Demers Ambulances to make repairs, to adhere to comprehensively detailed remount instruction of the proponent that results in any impairment is also exempted.
- Collision or objects striking the vehicle
- Theft, vandalism, or riot
- Fire or explosion
- Freezing
- Misusing the vehicle, such as driving over curbs, overloading
- Altering or modifying the vehicle – including the engine, body, chassis, or components – after the vehicle leaves Demers Ambulances' control
- Non-Demers Ambulances approved parts installed after the vehicle leaves Demers Ambulances' control. For example, but not limited to, cellular phones, alarm systems, and automatic starting systems
- Tampering with the vehicle
- Disconnecting or altering the odometer or allowing the odometer to be inoperative for an extended period of time with the result that the actual mileage cannot be determined
- Using contaminated or improper fuel/fluids
- Customer-applied chemicals or accidental spills
- Driving through water deep enough to cause water to be ingested into the engine

APPENDIX 2

Damaged Caused by Use and/or the Environment

Your Limited Warranties do not cover surface corrosion and deterioration that result from use and/or exposure to the elements. Here are examples:

- Stone chips, scratches (some examples are on paint and glass)
- Dings, dents
- Cuts, burrs, punctures or tears
- Road salt, tree sap
- Bird and bee droppings
- Lightning, hail
- Windstorm
- Earthquake
- Water or flood

Damaged Caused by Improper Maintenance

Your Limited Warranties do not cover damage caused by failure to maintain the vehicle, improperly maintaining the vehicle, or using the wrong part, fuel, oil, lubricants, or fluids. See the Owner's Manual for correct fluid types and levels, and consult the Recommended Maintenance Schedule for proper ways to maintain your vehicle.

Maintenance/Wear

Your Limited Warranties do not cover: (1) parts and labor needed to maintain the vehicle; and (2) the replacement of parts due to normal wear and tear. You, as the owner, are responsible for these items. Examples are:

- Oil changes
- Oils, lubricants, other fluids
- Oil/air filters
- Brake linings/pads or adjustments
- Tire rotation
- Cleaning/polishing
- Wiper blades
- Clutch linings or adjustments
- Engine tune-up
- Batteries
- Bulbs
- Belts
- Hoses

Other Items and Conditions Not Covered

Your Limited Warranties also do not cover:

- Vehicles that have ever been labeled or branded as "dismantled", "fire", "flood", "junk", "rebuilt", "reconstructed", or "salvaged"; this will void the Limited Warranties
- Vehicles that have been determined to be a "total loss" by an insurance company; this will void the Limited Warranties
- Tires, wheel alignment and tire balancing.
- Adjustments as part of normal preventive maintenance such as hinges / door latches and hardware
- Components and installations other than those specified and approved by Demers Ambulances
- Batteries; batteries are covered by their respective OEM manufacturer.
- Programs, updates and/or software used by and for upgrade of equipment such as, but not limited to: GPS, AVL, Data recorder, mapping system, driver behavior, etc. Support and Warranty coverage beyond that of Demers Ambulances, for such equipment is to be provided by their Original Equipment Manufacturer.

3. STEPS YOU MUST FOLLOW IN ORDER TO OBTAIN WARRANTY SERVICE

To obtain warranty service, you must:

1. First contact the authorized DEMERS AMBULANCES DEALER from whom you purchased your vehicle, or contact a Demers Ambulances Warranty Service Representative directly:

1-800-363-7591 (toll free - U.S.)
info@demers-ambulances.com

- Have all pertinent information ready for the representative (using warranty claim form), including:
 - Vehicle make and model (Ford E350, GM Express, etc.);
 - Demers Ambulances model (MK164; MK170; EXE; LT2E; etc.);
 - Demers Ambulances stock number (located in the driver B pillar);
 - VIN (Vehicle Identification Number);
 - Date of delivery;
 - In Service Date;
 - Current mileage;
 - And any other pertinent information associated with the purchase of your ambulance.

2. To be eligible for any warranty service, you or your dealer (whichever applies) must send the warranty claim form (via fax; email or regular mail) found in your Owner's Manual with the proper information within 30 days of failure.

3. Your warranty replacement parts will be sent as soon as possible. Defective parts must be returned to your Demers Ambulances DEALER within 30 days of shipment of the replacement part. If the defective part is received within the required 30 day period, and is confirmed as being defective by Demers Ambulances technical personnel, there will be no charge to you. Demers Ambulances will cover parts repair and shipping.

NOTE
 If the claimed defective part or the claim form is not received by your Demers Ambulances DEALER within 30 days of shipment of the warranty replacement part, or if the part is determined not to be defective, your Demers Ambulances DEALER will invoice you for the entire cost, plus shipping and handling, for the replacement part. It is your responsibility to return the claimed defective part to your Demers Ambulances DEALER within 30 days of receipt of the replacement part in order to avoid being invoiced for the replacement part.

4. All approved warranty work must be completed by a Demers Ambulances authorized service center.
5. You or Your dealer need to obtain authorization from Demers Ambulances for any work to be completed. Please do not take it upon yourself to make arrangements for the completion of warranty work. By doing so, and without the appropriate approval from a Demers Ambulances Warranty Service representative, you may VOID your warranty and/or be responsible for the total cost of the service repair. All warranty invoice should be submit 90 days maximum after authorization date.
6. If you have any questions concerning Demers Ambulances' warranty policies, please contact a Demers Ambulances Warranty Service representative.



1. MODULAR BODY STRUCTURE LIMITED LIFETIME WARRANTY

WHAT IS COVERED?

Demers Ambulances hereby warrants to each original owner of a Demers Ambulance that, under normal use and service, each new Demers Ambulance Modular Body Structure (exclusive of paint finish, hardware, mouldings, windows and other components and accessories) shall be structurally sound and free of all structural defects of both material and workmanship, under normal use and service and further warrants that it will maintain such structural integrity for a period of TWENTY FIVE (25) YEARS. The obligations of Demers Ambulances under this warranty is limited to repairing and replacing, at its sole discretion, any component as a whole or any part related to the Modular Body Structure. Parts may be replaced with refurbished parts of like kind and quantity. Thereof which shall be returned with transportation charges prepaid to an authorized Demers Ambulances Service Center or dealer, and which examination shall disclose to have been defective, except as hereinafter provided. Service will be provided during normal business hours.

In the event that a modular body remount by the original owner is performed prior to the expiration of the original Modular Body Structure Limited Warranty, The Modular Body Structure Limited Warranty shall remain in effect provided the remount work is completed by Demers Ambulances personnel or a facility approved by Demers Ambulances.

Should repairs become necessary under the term of this warranty, the extent of that repair shall be determined solely by Demers Ambulances and shall be performed solely by Demers Ambulances or a repair facility designated by Demers Ambulances.

This warranty is conditioned upon:

- normal use and proper maintenance of such modular body;
• prompt written notice of any defects submitted to Demers Ambulances or one of its authorized dealers in the area;
• no alteration or additions to the modular structure except by Demers Ambulances or authorized by it;
If any of such conditions are not complied with, this warranty shall become void and unenforceable.

WHAT IS NOT COVERED?

The following items are specifically excluded from the Demers Ambulances Modular Body Structure Limited Warranty:

- All paint, stripping, hardware, hinges, latches, mouldings, windows, appointments and accessories;
• Any and all structural damage resulting from any form of accident or operator negligence.
• Any and all structural damage resulting from unmaintained galvanic corrosion.
• Any and all structural damage resulting from unmaintained corrosion.
• The expense of any transportation to or from a repair facility.
• Any defect resulting from misuse, negligence, accident, remounting, overloading beyond applicable weight rating by customer or third parties.

3. ELECTRICAL LIMITED WARRANTY 5 YEARS / 180 000 MILES

WHAT IS COVERED?

Demers Ambulances hereby warrants to each original owner of a Demers Ambulance that, under normal use and service, each new Demers Ambulance Electrical System shall be free from defects of both materials and workmanship, and further warrants that it will maintain such integrity for a period of FIVE (5) YEARS or 180 000 MILES, whichever occurs first. The obligations of Demers Ambulances under this warranty is limited to repairing and replacing, at its sole discretion, any component as a whole or any part related to the Demers Ambulances Electrical System. Parts may be replaced with refurbished parts of like kind and quantity. Thereof which shall be returned with transportation charges prepaid to an authorized Demers Ambulances service center or dealer, and which examination shall disclose to have been defective except as hereinafter provided. Service will be provided during normal business hours.

Should repairs become necessary under the terms of this warranty, the extent of that repair shall be determined solely by Demers Ambulances and shall be performed solely by Demers Ambulances or a repair facility designated by Demers Ambulances.

Items specifically covered under the Demers Ambulances Electrical Warranty include:

- Electrical harnesses and harness installation
• Printed circuit board(s)
• Switches, timers, outlets
• Circuit breakers and relays
• Shoreline

WHAT IS NOT COVERED?

The following items are specifically excluded from the DEMERS Ambulances Electrical Limited Warranty:

- OEM electrical systems and components
• Equipment not manufactured by DEMERS Ambulances but which are installed by DEMERS Ambulances personnel. These items include, but are not limited to, the following: battery chargers; sirens; inverters; light bars and similar OEM equipment. These excluded items are typically covered by separate warranties supplied by DEMERS Ambulances and/or the OEM manufacturer of the component.
• Periodic tightening and cleaning of connection terminals as this is considered routine maintenance
• Defects arising from abuse, accident, negligence or unapproved alteration of original parts or systems.
• The expense of any transportation to or from a repair facility.

DEMERS AMBULANCES MATERIALS AND WORKMANSHIP LIMITED WARRANTY 5 YEARS / 180 000 MILES

WHAT IS COVERED?

Demers Ambulances hereby warrants to each original owner of a Demers Ambulance that, under normal use and service, each new Demers Ambulance Materials and Workmanship, shall be free from defects and further warrants that it will maintain such integrity for a period of FIVE (5) YEARS or 180 000 MILES, whichever occurs first. The obligations of Demers Ambulances under this warranty is limited to repairing and replacing, at its sole discretion, any part or materials related to the Demers Ambulances Supplied Parts and Materials. Parts may be replaced with refurbished parts of like kind and quantity. Thereof which shall be returned with transportation charges prepaid to an authorized Demers Ambulances distributor or dealer, and which examination shall disclose to have been defective except as hereinafter provided. Service will be provided during normal business hours.

Should repairs become necessary under the terms of this warranty, the extent of that repair shall be determined solely by Demers Ambulances and shall be performed solely by Demers Ambulances or a repair facility designated by Demers Ambulances.

WHAT IS NOT COVERED?

The following items are specifically excluded from the Demers Ambulances Features Limited Warranty:

- Chassis, OEM body structure, engine, interior or any other items supplied by chassis manufacturer (see chassis manufacturer's warranties)
• Any required maintenance adjustment, general tightening or headlamps adjustments
• Normal wear, or defects arising from abuse, accident, negligence or unapproved alteration of original parts or systems.
• The expense of any transportation to or from a repair facility.



WHAT IS COVERED?

Demers Ambulances hereby warrants to each original owner of a Demers Ambulances body that, under normal use and service, each new **OEM Materials And Workmanship Originally Assembled By OTHER Than Demers Ambulances**, shall be free from defects and further warrants that it will maintain such integrity for a period of **TWO (2) YEARS or 75 000 MILES**, whichever occurs first. The obligations of Demers Ambulances under this warranty is limited to repairing and replacing, at its sole discretion, any component as a whole or any part related to the **OEM Parts And Materials originally assembled by OTHER than Demers Ambulances**. Parts may be replaced with refurbished parts of like kind and quantity. Thereof which shall be returned with transportation charges prepaid to an authorized Demers Ambulances distributor or dealer, and which examination shall disclose to have been defective except as hereinafter provided. Service will be provided during normal business hours.

These items include, but are not limited to, the following: battery chargers; sirens; inverters; light bars; fluorescent ballasts; door handles & latches; gas cylinders; laptops; laptop mounts; docking stations; actuators and similar OEM equipment. These items are typically covered by separate warranties supplied by the OEM manufacturer of the component. When necessary, Demers Ambulances Customer Assistance personnel will assist you in pursuing warranty assistance with the OEM manufacturers of these components, should their stated warranty be in excess of the basic Demers Ambulances warranty.

Should repairs become necessary under the terms of this warranty, the extent of that repair shall be determined solely by Demers Ambulances and shall be performed solely by Demers Ambulances or a repair facility designated by Demers Ambulances.

WHAT IS NOT COVERED?

The following items are specifically **excluded** from the Demers Ambulances Features Limited Warranty :

- Chassis, OEM body structure, engine, interior or any other items supplied by chassis manufacturer (see chassis manufacturer's warranties)
- Any required maintenance adjustment, general tightening or headlamps adjustments
- Normal wear, or defects arising from abuse, accident, negligence or unapproved alteration of original parts.
- The expense of any transportation to or from a repair facility.

The undersigned acknowledges receipt and understanding of DEMERS AMBULANCES Modular Body Structure Limited Warranty, Modular Body Paint Limited Warranty, Electrical Limited Warranty, Demers Ambulances Materials And Workmanship Limited Warranty and OEM Materials And Workmanship Originally Assembled By Other Than Demers Ambulances Limited Warranty. These Limited Warranties have been reviewed in detail and I understand the policies and procedures outlined in each warranty.

Accepted and agreed to this day of _____

| OWNER INFORMATION | DEALERSHIP INFORMATION |
|-------------------------------------|-------------------------------------|
| Name : _____ | Name : _____ |
| Address : _____ _____ | Address : _____ _____ |
| Phone Number: _____ | Phone Number: _____ |
| Representative Name : _____ | Dealership Representative : _____ |
| Representative Email Address: _____ | Representative Email Address: _____ |
| Representative Signature : _____ | Dealership Signature : _____ |

APPENDIX 2

VEHICLE INFORMATION

Vehicle Identification Number (VIN): _____
 Demers Ambulance Vehicle Stock Number: _____
 Date of delivery: _____
 Mileage on the vehicle at date of delivery: _____

WARRANTY SHOULD BE ACTIVATED WITHIN 24HRS OF DELIVERY
 Please fill and return to:
 Fax: 450-467-6526 or dchastelle@demers-ambulances.com

| | | | | |
|--------------------------------|---|---------------------|------------------------|------------------|
| | | Warranty claim form | | F-5.02a |
| | | | | Rev. : 1 |
| 1 | Vehicle serial number (V.I.N) (Number on dash, driver's side) | | | |
| 2 | Fleet unit number | 3 | Demers stock number | |
| 4 | Date In service (YYMMDD) | 5 | Miles / Miles | |
| 6 | Date of failure (YYMMDD) | 7 | Date of warranty claim | |
| 8 | Description of the issue | | | |
| 9 | Cause(s) of the issue | | | |
| 10 | Corrective(s) action(s) | | | |
| 11 | Estimated repair time | | | |
| 12 | Claim requested by | | 13 | Invoice N° |
| 14 | Billing address | | 15 | Shipping address |
| Phone: | | Phone: | | |
| Part N° | QTY | DESCRIPTION | | |
| | | | | |
| DEMERS RESERVED SECTION | | | | |
| 1. | Warranty claim authorization no. : | | _____ | |
| 2. | Time allowed for repairs : | | _____ | |
| 3. | Warranty claim authorization date : | | _____ | |



Personnel Board of Jefferson County

The Foundation of Your Merit System Career

August 4, 2023

Sam Gaston (VIA EMAIL: gastons@minbrook.org)
City Manager, City of Mountain Brook
P.O. Box 130009
56 Church Street
Mountain Brook, AL 35213

RE: Market Analysis – Department Head Positions

Sam,

I hope all is well. This letter is in follow up to discussions that we have had regarding the Personnel Board's review of pay grades associated with Merit System positions.

In order for Merit System agencies to effectively plan and manage their pay structure, and subsequent budget, in the fall of last year, the Personnel Board initiated a schedule for providing annual updates on positions in need of pay grade changes based on the market and internal factor analysis in which needed changes are outlined in the fall with an intended effective date of the start of the following fiscal year.

From the tables listed below, you will see one position for which grade changes are to be effective at the start of the 2023-24 fiscal year (i.e., October 1, 2023) and two positions for which grade changes are to be effective at the start of the 2024-25 fiscal year (i.e., October 1, 2024).

Department Head Positions for Grade Changes Effective October 1, 2023:

Table with 4 columns: Job Class, Current Grade, New Grade, Incumbent, Current Step. Row: Assistant City Manager/Finance Director, 34, 36, Steven Boone, 10. To be effective 09/26/2023 (same as Res. No. 2023-111).

Department Head Positions for Grade Changes Effective October 1, 2024:

Table with 4 columns: Job Class, Current Grade, New Grade, Incumbent, Current Step. Rows: Director of Planning, Building, & Sustainability (30, 32, Dana Hazen, 10); Public Works Director III (30, 32, Ronald Vaughn, 10). Both to be effective 09/24/2024 (first day of pay period).

2121 Rev. Abraham Woods, Jr., Blvd, Suite 100 Birmingham, Alabama 35203-2387
(205)279-3500 or toll-free (866)241-9001
www.pbjca.org

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As you are likely aware, the Personnel Board provides options for implementing the grade changes as outlined in Section V Part 2 of the Salary Administration Guide & Pay Plan. I request that you provide in writing, no later than September 15, 2023, the desired implementation option for the position slated for change effective October 1, 2023 (i.e., the Assistant City Manager position).

Although the above tables include all department head positions for which the Personnel Board is modifying the pay grade, we also would like to discuss further with you Mountain Brook's position of Parks & Recreation Superintendent so that we may more effectively understand the nature of this position with the City. I would like to request a time to meet, at your convenience, to talk through this position, as well as answer any questions you may have about the above positions slated for a pay grade change.

We will be finalizing and communicating any changes related to the other job families currently under analysis no later than November. Any changes for any position(s) included within these job families will be effective October 1, 2024.

I will reach out via email to schedule the above referenced meeting. Please do not hesitate to contact me if you need anything in the interim.

Sincerely,

Jeffrey Crenshaw, Ph.D.
Director, Personnel Board of Jefferson County

cc: Mr. Steven Boone, Assistant City Manager
PBJC Classification & Compensation
PBJC Information Services

APPENDIX 3



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

MINUTE BOOK 93

DEED FOR PUBLIC RIGHT OF WAY

STATE OF ALABAMA.
COUNTY OF JEFFERSON.

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of Ten Dollars (\$10.00) in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged by the GRANTOR, and other good and valuable considerations, including the important mutual benefits accruing to the GRANTOR and the GRANTEE by the construction, improvement, and maintenance of the hereinafter stated public right of way by the GRANTEE, LANE PARKE RETAIL, LLC, an Alabama limited liability company (herein referred to as GRANTOR), does hereby GRANT, BARGAIN, SELL and CONVEY unto the CITY OF MOUNTAIN BROOK, ALABAMA, a municipal corporation (herein referred to as GRANTEE), its successors and assigns, the following described real estate, situated in Jefferson County, Alabama, to-wit (the "Right of Way Property"):

RIGHT OF WAY PROPERTY

Parcel 2, as shown on that certain Lane Parke Phase II Plat recorded at Book 260, Page 66 in the Office of the Judge of Probate of Jefferson County, Alabama, as Instrument #2023009904.

This conveyance of the Right of Way Property is made subject to the following (the "Exceptions"):

- 1. All ad valorem taxes which may be due and payable.
2. All liens, encumbrances and other matters of record, and any matters shown on the map recorded in Map Book 260, Page 66 in the Office of the Judge of Probate of Jefferson County, Alabama, as Instrument #2023009904.

The Right of Way Property is hereby conveyed to the GRANTEE for the construction, improvement, maintenance and repair of a public road, street and/or highway (including the right to construct, install, maintain and repair public and private utilities under said right of way and the right to construct, install, maintain and repair sidewalks, landscaping and hardscaping adjacent to such public road or street) and for no other use or purpose. Once constructed, the public road on the Right of Way Property shall remain open for vehicular access at all times.

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APPENDIX 4

except for temporary closures for repair or maintenance.

GRANTOR does covenant with the said GRANTEE, its successors and assigns, that GRANTOR, and its successors and assigns, will warrant and defend the Right of Way Property against the lawful claims, unless such claims are arising under the Exceptions, of all persons claiming by, through or under GRANTOR, but not further or otherwise.

(Signatures on following page)

IN WITNESS WHEREOF, the GRANTOR has hereunto caused these presents to be executed by its duly authorized officer on this 14th day of August, 2023.

LANE PARKE RETAIL, LLC, an Alabama limited liability company
By: Evson, Inc., its sole member
By: [Signature]
Name: John T. Evans
Its: President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that John T. Evans, whose name as President of Evson, Inc., as sole member for LANE PARKE RETAIL, LLC, an Alabama limited liability company, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 14th day of August, 2023.



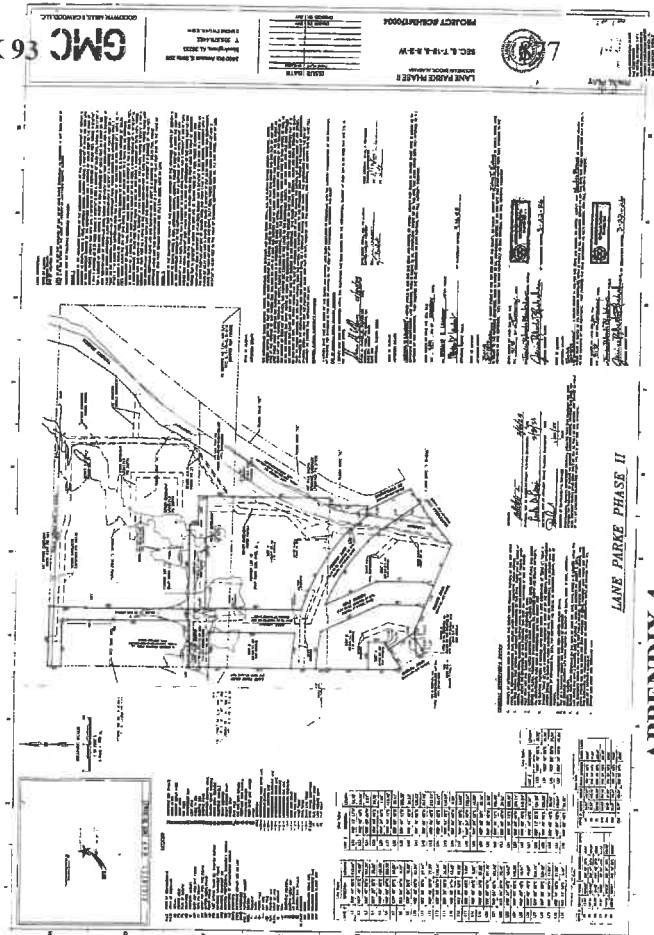
[Signature]
Notary Public
My Commission Expires: May 26, 2024

THIS INSTRUMENT PREPARED BY:

Kyle Stuart
Maynard Nexsen PC
1901 Sixth Avenue North
1700 Regions/Herbert Plaza
Birmingham, Alabama 35203-2618

THIS INSTRUMENT PREPARED BY:

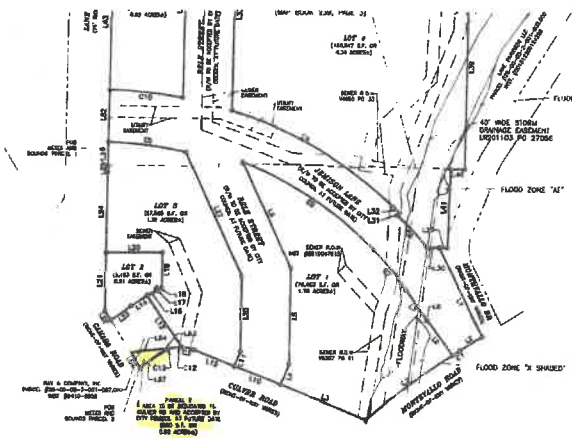
Kyle Stuart
 Maynard, Cooper & Gale, P.C.
 1901 Sixth Avenue North
 1700 Regions/Harbert Plaza
 Birmingham, Alabama 35203-2618



APPENDIX 4

4

Parcel 2 Along Culver Road to be dedicated a Public Right-Of-Way



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MINUTE BOOK 93

THIS INSTRUMENT PREPARED BY: C.T. Dodge

JEFFERSON COUNTY } STATE OF ALABAMA }

RIGHT-OF-WAY ENCROACHMENT AGREEMENT

This Right of Way Encroachment License Agreement (the "Agreement") is entered this 15th day of August 2023 by and between the City of Mountain Brook, Alabama, a municipal corporation (hereinafter the "City" or "Licensor"), and C.T. Dodge and Florence S. Dodge (hereinafter individually or collectively referenced for purposes of this Agreement as the "Licensee").

WITNESSETH:

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

Address: 2901 Overhill Rd, Mountain Brook AL 35223
Parcel ID #: 28 00 019 1 003 014 080
Legal Description: Lot 9, Park in the Pines

(the "Property");

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

WHEREAS, the Licensee desires to install and maintain a fence at the location depicted on the attached Exhibit "A" (collectively hereinafter the "Improvement"), and intend that the Improvement will be used by the occupants of the Property or their guests;

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

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

Improvement (collectively, a "Lien"). If such a Lien is filed, then the Licensee, after notice of its filing, promptly shall either (a) cause the same to be discharged by depositing adequate funds in court or issuing a bond; or (b) indemnify the City against any loss from a Lien by posting security or taking other actions that are reasonably satisfactory to the City.

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

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

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

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

To the Licensee: C.T. & Florence S. Dodge 2901 Overhill Rd Mountain Brook, AL 35223

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

11. Miscellaneous Provisions.

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

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

1. The City grants the Licensee a non-exclusive, revocable license to utilize the City ROW for purposes reasonably related to the construction, installation, maintenance and use of above-described encroaching Improvement within the Encroachment Area (the "License"). No other uses of the City ROW are authorized.

2. The Licensee agrees and acknowledges that this Agreement grants it (or them) only a license, not any interest, title, permanent right or estate. The grant made hereunder is personal to the Licensee and does not run with the land. Further, the Licensee agrees to not claim any permanent interest in the Encroachment Area by entering into this Agreement or by its use of any contemplated encroaching Improvement.

3. The Licensee agrees to (a) keep the Encroachment Area clean and free of debris, weeds or overgrown grass, (b) maintain the contemplated encroaching Improvement in good and sound condition, and (c) not use the Encroachment Area or any encroaching Improvement in a manner that creates a hazard or causes damage to any third persons or adjacent properties.

4. The Licensee acknowledges that, in the event that the City, in the exercise of its sole discretion, determines that the Licensee's utilization of the Encroachment Area or the Improvement conflicts with City's use or plans to use that Area, it may revoke the License effective upon providing the Licensee written notice from the Mayor, the City Manager or the City's other executive official. If the License is revoked, the City, in the exercise of its sole discretion, either (a) may request that the Licensee, at its (or their) expense, remove any encroaching Improvement and restore the City ROW to a condition that is reasonably satisfactory to the City within thirty (30) days after the receipt of notice of revocation, or (b) at the City's expense, may remove any encroaching Improvement placed by the Licensee in the Encroachment Area. If the City revokes the License, the Licensee waives and releases the City from any and all claims for expenses incurred by the Licensee to construct or maintain any Improvement in the Encroachment Area.

5. The Licensee may not assign or transfer this Agreement (or any benefit, right or obligation hereunder) to any third party without advance written consent by the City, which consent shall not be unreasonably withheld.

6. All plans, designs and work to construct any contemplated encroaching Improvement shall be subject to review and approval of the City's Building Inspection Department, or such other department as the City may designate. Further, the Licensee agrees that all operations related to the installation or maintenance of any such Improvement will comply with applicable federal, state and local laws, ordinances and regulations (including but not limited to, license and permit requirements) that relate to those operations.

7. The Licensee shall not permit any mechanic or materialman's lien to be filed against the City or concerning the Encroachment Area by reason of any labor, services, materials or equipment supplied or claimed to have been supplied to construct or maintain any encroaching

APPENDIX 5

(b) The failure of the City to enforce any of the terms, conditions or provisions of this Agreement shall not be construed as a waiver of its right to subsequently compel enforcement of that or any other term, condition or provision herein. The rights, benefits and obligations under this Agreement may be waived only in a writing signed by the parties.

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

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

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

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

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

ATTEST: Sherry Richard City Clerk

CITY OF MOUNTAIN BROOK, ALABAMA By: [Signature] Mayor

LICENSEE (if individual) C.T. Dodge

LICENSEE (if individual) Florence S. Dodge

LICENSEE (if entity)

Name of Entity

By:

Its:

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

EXHIBIT A - DEPICTION OF ENCROACHMENT AREA

See attached.

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

2 attachments

Given under my hand and official seal this 7th day of August, 2023

Richard Muntz
NOTARY PUBLIC
My Commission expires: 9/9/25



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

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

Given under my hand and official seal this 7th day of August, 2023

Richard Muntz
NOTARY PUBLIC
My Commission expires: 9/9/25



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

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

Given under my hand and official seal this _____ day of _____, 20__.

NOTARY PUBLIC
My Commission expires: _____

Aug 2014

APPENDIX 5

August 7, 2023

MEMORANDUM

TO: City of Mountain Brook

FROM: C. T. and Florence S. Dodge

RE: REQUEST TO ERECT FENCE IN PUBLIC RIGHT OF WAY

Our driveway at 2701 Overhill Road, 35223, being at the dead-end of Overhill Road, serves as a turn-around for trucks and other vehicles.

Often as they back into our driveway they run off the pavement, running over our driveway lights and brick soldier course. Two of our driveway lights have recently been knocked down and damaged (see photo of one light below).

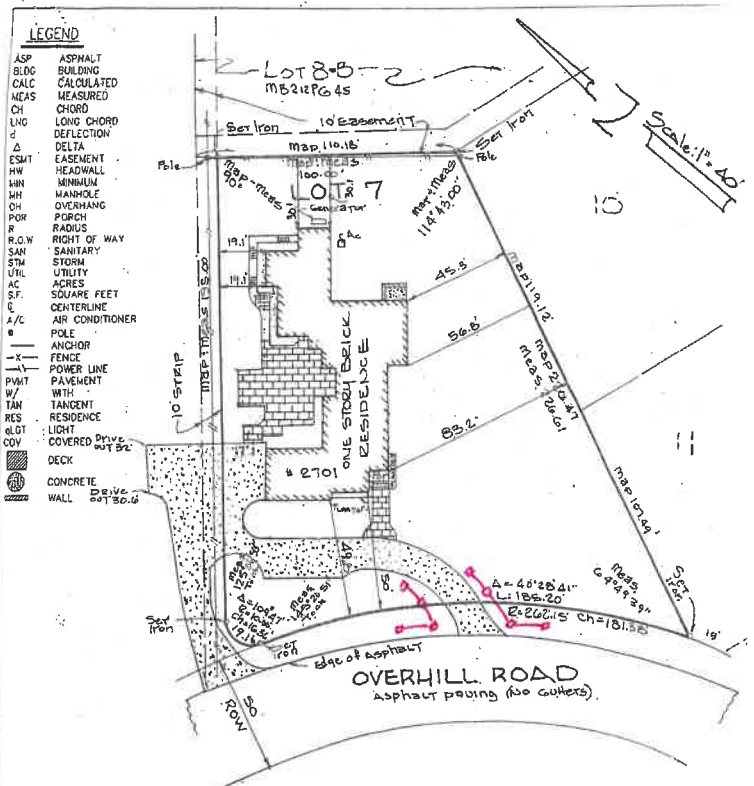
The proposed split rail fence would give drivers a visual aid that would allow them to stay on the paved portion of the drive.

We understand that the normal setback for a fence would be approximately 15 feet, but that would be so far up the drive it would not serve the purpose of guiding drivers as they turn around in the driveway.

The left photo below shows in yellow the approximate location of the two fences which would be split rail, two rails high, with one 10-foot section along the street on either side of the drive and two 10-foot sections along the driveway itself (i.e., a total of 3 sections per fence).



The attached survey of our property shows in red the approximate location of the two fences.



Two split rail fences with three sections each on either side of driveway entrance.



August 14, 2023



CITY OF MOUNTAIN BROOK

Dana O. Hazen, AICP
Director of Planning, Building &
Sustainability
56 Church Street
Mountain Brook, Alabama 35213
Telephone: 205/802-3816
Fax: 205.879.6913
hazen@mtnbrook.org
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MINUTE BOOK 93

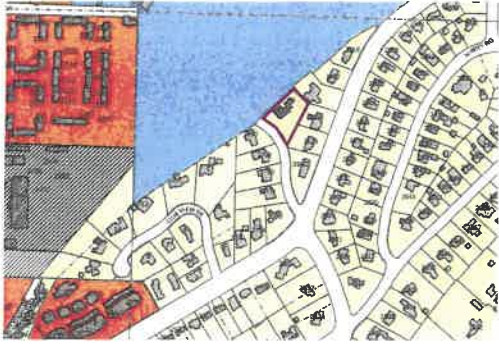
DATE: August 14, 2023

TO: Mayor, City Council & City Manager

FROM: Dana Hazen, City Planner

RE: ROW Encroachment Agreement – 2701 Overhill Road

See attached applicant explanation, street view, and site plan; proposing the installation of split-rail fencing along both sides of the driveway, in order to help direct delivery trucks that are turning around in the driveway.



APPENDIX 5