

**MOUNTAIN BROOK CITY COUNCIL  
PRE-MEETING DISCUSSION  
SEPTEMBER 11, 2023**

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[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 informally in-person at 6:00 p.m. on the 11<sup>th</sup> day of September, 2023 (others were allowed to listen to the meeting by way of Internet video conference-1 person did). 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  
Lloyd C. Shelton  
Stewart Welch III, Mayor

Absent:

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

**1. AGENDA**

1. Library Board appointment

Lindsy Gardner-Library Director

- The Library Board is recommending Norman Jetmundsen to fill the vacancy of Susan Elliott
- Requesting the council to consider the Library Board's recommendation

Virginia Smith-Council President

- Item added to the formal agenda (Resolution No. 2023-144)

2. Village Design Review Committee appointment

Dana Hazen-Director of Planning, Building, and Sustainability

- This is for a re-appointment of Brian Barrett to the Village Design Review Committee

Virginia Smith-Council President

- Item added to the formal agenda (Resolution No. 2023-145)

3. Discussion of days/times for construction in the City

Dana Hazen

- The ad hoc committee originally recommended reducing the hours on Sunday (to conclude construction by 5:00pm instead of 8:00pm)
- Currently have 89 hours per week allowance for construction
- The ad hoc committee discussed not allowing construction on holidays (followed the City's Holiday schedule)
- Received comments: two suggested no construction on Sundays

- If the city did not allow construction on Sundays or the 8 major holidays, then it would reduce it by 59 days per year (around 77 hours per week allowance)
- The proposal would be: Monday through Friday 7am-7pm (during Daylight Savings Time could start at 6:30am), Saturday 8am-8pm, and eliminating the 8 major holidays (New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day)

Gerald Garner-Council Member

- Is in agreement with eliminating Sundays and cutting the hours down

Lloyd Shelton-Council Member

- Is in agreement with eliminating Sundays

Stewart Welch-Mayor

- Would like to have a straight 7am-7pm (Monday through Saturday) and not changing for Daylight Savings Time

Billy Pritchard-Council Member Pro Tempore

- Would be in agreement with 7am-7pm (Monday through Saturday) to keep it simple

Dana Hazen

- Will draft an Ordinance to be considered at the next council session on September 25, 2023

#### 4. Discussion of funding request for The Vulcan Park to English Village sidewalk project

Sam Gaston-City Manager

- Had Public Works put some numbers together to construct the sidewalk that is within Mountain Brook
- The total cost estimate would be \$112,100 (this includes the cost to pave the sidewalk, cost to relocate 3 power poles, cost to move the AT&T communication pedestal, and the crosswalk)

Virginia Smith-Council President

- Is in agreement with committing up to \$112,000 for the sidewalk project that is within Mountain Brook

Sam Gaston-City Manager

- Will add this to the Fiscal Year 2025 budget

#### 5. Beech Street/Sims Avenue drainage study

Mark Simpson-Schoel Engineering

- Recap: two sources of flooding 1) is coming from Beech Street and 2) ponding is occurring just north of Sims
- Recommend replacing an existing pipe that is along Beech Street with a larger one and extend north (this would eliminate flooding coming from Beech Street)
- Fixing the flooding issue on Sims Avenue is challenging because the pipe cannot be updated without causing adverse impacts downstream
- The alley can be cleaned up which would get the water to Sims in a more efficient manner; however, could not eliminate ponding that is occurring (affecting 202 Beech Street)
- Cost estimate: \$310,000 to replace pipe
- All work proposing would be on public right-of-way or easement
- Have not received any report where water is getting into houses at this time

- If the repairs are made, there will still be flooding in the yard of 202 Beech Street

Billy Pritchard-Council President Pro Tempore

- Wants to clean out pipe first before replacing the pipe to see if the flooding improves

Sam Gaston-City Manager

- There is money in the drainage contingency budget to move forward with cleaning out the pipe

6. Second Amendment to the garbage service contract with the CSWDA regarding fuel cost savings rebate

Steve Boone-Assistant City Manager/Finance Director

- Trying to have the authority purchase fuel through the fuel man program where they buy at the same rate as the city (tax free)
- Trying to work out where the fuel is shipped directly to AmWaste
- Each member that opts in will receive a rebate
- Based on fuel consumption, the credit would be \$51,000 annually
- Item should be ready at the next council session scheduled for September 25, 2023

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 6:36 pm.

## **3. CERTIFICATION**

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct synopsis of the discussion from the regular session of the City Council of the City of Mountain Brook, Alabama held at City Hall, Pre-Council Room (A-106) on September 11, 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.

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City Clerk, Approved by  
City Council September 25, 2023

**MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK  
SEPTEMBER 11, 2023**

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[As a convenience, members of the public were invited to listen and observe in the public meeting by Internet video conference. There was no virtual attendee at the meeting.]

The City Council of the City of Mountain Brook, Alabama met in person at 7:00 p.m. on the 11<sup>th</sup> day of September, 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  
Lloyd C. Shelton  
Stewart Welch III, Mayor

Absent:

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. CONSTITUTION WEEK PROCLAMATION NO. 2023-137 (EXHIBIT 1)**

Stewart Welch-Mayor

- Presented the Proclamation to the following:
  - Ellen Tucker with the General Sumpter Chapter
  - Heather Kaiser, Halcyann Badham, and Carolyn Lackey with the Cahawba Chapter
  - Jessie Schniper with the Princess Sehoy Chapter

**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 August 21, 2023, regular meeting of the City Council

<b>2023-137</b>	Constitution Week Proclamation	Exhibit 1
<b>2023-138</b>	Authorize the sale or disposal of certain surplus property	Exhibit 2, Appendix 1
<b>2023-139</b>	Authorize the sale of a certain surplus property, 2012 Chevrolet Tahoe (VIN 1GNSK0E0XCR260694), and trade said property for a Stryker Powered Stretcher (Serial Number 110940453)	Exhibit 3, Appendix 2

<b>2023-140</b>	Execute a contribution agreement (cost sharing) with Mountain Brook Board of Education (BOE) with respect to the Junior High field project	Exhibit 4, Appendix 3
<b>2023-141</b>	Recommend to the State of Alabama, Alcoholic Beverage Control Board, the issuance of a 020-Restaurant Retail Liquor license to Everest Shushi LLC (trade name: Maro), 361 Rele Street	Exhibit 5, Appendix 4
<b>2023-142</b>	Authorize an increase to the Emergency Medical Services (EMS) Standby hourly rate to \$110 (plus one additional hour of travel time) effective October 1, 2023	Exhibit 6, Appendix 5
<b>2023-143</b>	Authorize the agreement for consulting services with Schoel Engineering Company, Inc. for consulting services associated to potential flood protection measures in the Montevallo Road and Overhill Road area	Exhibit 7, Appendix 6
<b>2023-144</b>	Appoint Norman Jetmundsen to The O'Neal Library Board, to serve without compensation, his term to end September 30, 2027	Exhibit 8, Appendix 7
<b>2023-145</b>	Re-appoint Brian Barrett to the Village Design Review Committee, to serve without compensation, the term to end September 11, 2026	Exhibit 9, Appendix 8

Thereupon, the foregoing minutes, proclamation and resolutions (Nos. 2023-137 through 2023-145), were introduced by Council President Virginia Smith and a motion for their immediate adoption made by Council Member Shelton. The minutes, proclamation and resolutions were then considered by the City Council. Council Member Graham Smith seconded the motion to adopt the foregoing minutes, proclamation and resolutions. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Virginia C. Smith  
William S. Pritchard III  
Gerald A. Garner  
Graham L. Smith  
Lloyd C. Shelton

Nays: None

Abstained: None

Council President Virginia Smith thereupon declared that said minutes, proclamation and resolutions (Nos. 2023-137 through 2023-145) were adopted by a vote of 5—0 and as evidence thereof he signed the same.

### **3. COMMENTS FROM RESIDENCES AND ATTENDEES**

(There were no public comments)

### **4. ANNOUNCEMENT**

Council President Virginia Smith announced the next regular meeting of the City Council is September 25, 2023, 7:00p.m.

**5. ANNOUNCEMENT**

Council President Virginia Smith announced The City Council shall conduct a public hearing at the next regular council session on September 25, 2023 at 7:00 p.m. to consider an Ordinance making Winthrop Avenue “one-way”, restricting parking to one side on Winthrop Avenue, and restricting parking to one side on Norman Drive during the times of 2:30 p.m.-3:15 p.m. Monday-Friday.

**6. ADJOURNMENT**

There being no further business to come before the City Council, Council President Virginia Smith adjourned the meeting at approximately 7:06 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 September 11, 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.

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City Clerk Approved by  
City Council September 25, 2023

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**EXHIBIT 1**

**PROCLAMATION NO. 2023-137**

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

**WHEREAS**, September 17, 2023, marks the two hundred and thirty-sixth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention, providing a historic opportunity for all Americans to remember the achievements of our Founding Fathers and to reflect on the actions of Americans who for the past 236 years have defined the words of the Constitution by exercising their rights and responsibilities as citizens; and

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

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

**NOW, THEREFORE**, I, Stewart H. Welch III, by virtue of the authority vested in me as Mayor of the City of Mountain Brook, do hereby proclaim the week of September 17th through 23<sup>rd</sup>, 2023, as

**CONSTITUTION WEEK**

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

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**EXHIBIT 2**

**RESOLUTION NO. 2023-138**

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

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

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

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

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

**APPENDIX 1**

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**EXHIBIT 3**

**RESOLUTION NO. 2023-139**

**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 2012 Chevrolet Tahoe (VIN 1GNSK2E0XCR260694) 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 trade said property for a Stryker Powered Stretcher (Serial Number: 110940453)

#### **APPENDIX 2**

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#### **EXHIBIT 4**

#### **RESOLUTION NO. 2023-140**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the execution of a contribution agreement (costs sharing) between the City and Mountain Brook Board of Education with respect to the Junior High field project.

#### **APPENDIX 3**

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#### **EXHIBIT 5**

#### **RESOLUTION NO. 2023-141**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby recommends to the State of Alabama, Alcoholic Beverage Control Board, the issuance of a 020 – Restaurant Retail Liquor license to Everest Sushi LLC, (trade name: Maro), 361 Rele Street Mountain Brook, AL 35223.

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

#### **APPENDIX 4**

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#### **EXHIBIT 6**

#### **RESOLUTION NO. 2023-142**

**WHEREAS**, the hourly rate for standby Emergency Medical Services (EMS) and Ambulance services is currently \$75.00 plus one hour of travel time which was last increased in 2017 and;

**WHEREAS**, labor and other operating costs increase annually and;

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes an increase to the Emergency Medical Services (EMS) Standby hourly rate to \$110.00 (plus one additional hour of travel time) effective October 1, 2023.

#### **APPENDIX 5**

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**EXHIBIT 7****RESOLUTION NO. 2023-143**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the agreement for consulting services, attached hereto as Exhibit A, between the City and Schoel Engineering Company, Inc. for consulting services associated to potential flood protection measures in the Montevallo Road and Overhill Road area.

**APPENDIX 6**

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**EXHIBIT 8****RESOLUTION NO. 2023-144**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that Norman Jetmundsen is hereby reappointed to The O'Neal Library Board, to serve without compensation, his term to end November 12, 2027.

**APPENDIX 7**

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**EXHIBIT 9****RESOLUTION NO. 2023-145**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that Brian Barrett is hereby re-appointed as a regular member to the Village Design Review Committee, to serve without compensation; the term of which will end on September 11, 2026.

**APPENDIX 8**

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908  
**Komatsu Backhoe**

Model: WB 150 AWS-2  
Manufactured in 2002  
Serial #: 150F80046  
2323 hours  
Machine has been replaced



**MINUTE BOOK 93**

Serial #: 1VRZ080HXJ1001163

Manufactured in 2018  
Machine has been replaced.



**Vermeer Mini-Skid Steer**

Model: CTX 100

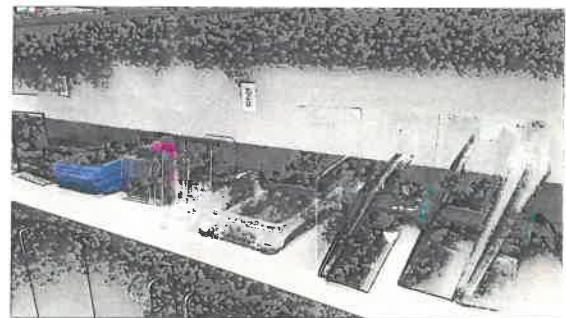
**Case TR 320 Loader (Skid Steer)**

Manufactured in 2012  
Serial #: JAFTR320KCM440393  
Unit has been replaced.



**Surplus**

**Acrylic Stands -**  
86, various sizes, scratched



**HP Photo Paper and Envelopes -**  
2, unknown purchase date









Heather Richards &lt;richardsh@mtnbreak.org&gt;

## MINUTE BOOK 93

8 messages

Thu, Aug 31, 2023 at 11:50 AM

We would like to have the vehicle below listed as surplus. Will you place this on the agenda for the next Council meeting?

2012 Chevrolet Tahoe  
VIN 1GNSK2E0XCR260694  
Mileage- 165,391



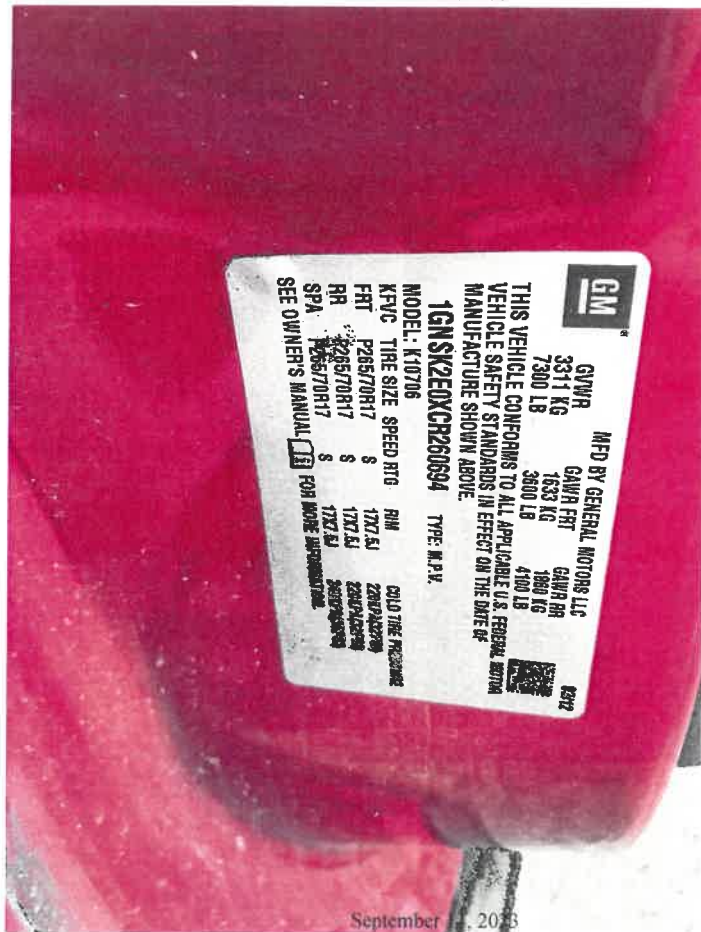
CHEN ADDY

<https://mail.google.com/mail/u/0/?ik=80a4775052&view=pt&search=all&permthid=thread-f:1775764145371389075&siml=msg-f:1775764145371389...> 1/10

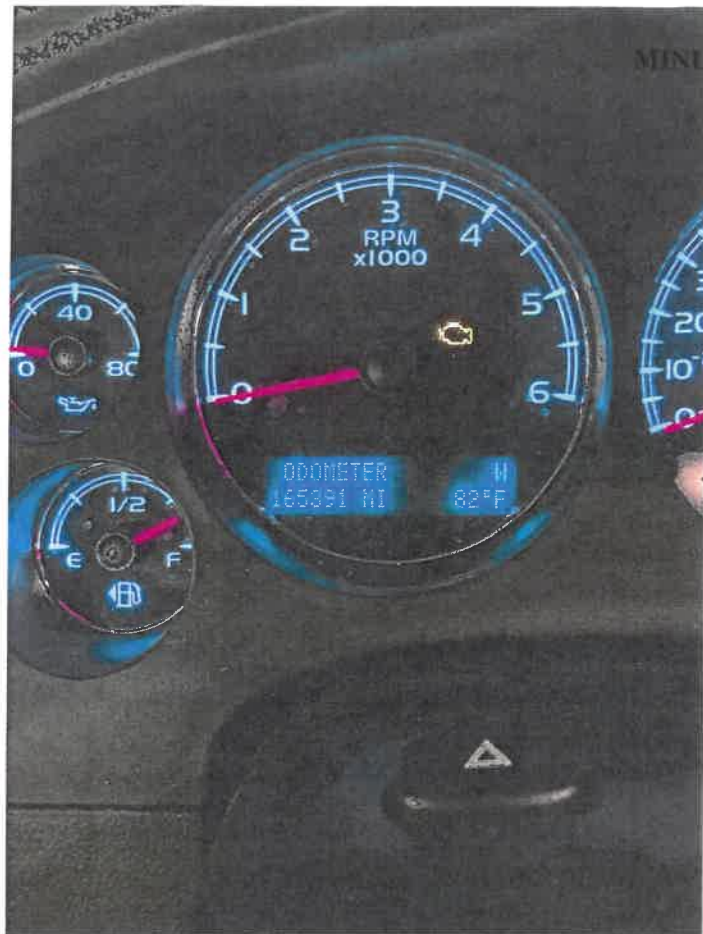
<https://mail.google.com/mail/u/0/?ik=80b4775052&view=pt&search=all&permthid=thread-f:1775764145371389075&simpl=msg-f:1775764145371389...> 2/10



2. Summary and conclusions of all 20 pages of work. Page



September 11, 2003



## MINUTE BOOK 93

Thanks,

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



911

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

Thu, Aug 31, 2023 at 12:47 PM

I will add it to the agenda. We have a new auction company that we are using (Pearce Auction). Do you want this vehicle listed with them once it is surplus?

**Heather Richards**  
City Clerk  
City of Mountain Brook  
P.O. Box 130009  
Mountain Brook, AL 35213  
Direct - 205-802-3823  
Facsimile - 205-874-0611

[Quoted text hidden]

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

Thu, Aug 31, 2023 at 12:53 PM

No ma'am. We just need it declared surplus. We've talked to Whit Colvin and we're going to trade this for another item and he advised we need to declare it as surplus to make that work.

[Quoted text hidden]

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

Thu, Aug 31, 2023 at 12:57 PM

Sounds good. Thank you.

**Heather Richards**  
City Clerk  
City of Mountain Brook  
P.O. Box 130009  
Mountain Brook, AL 35213  
Direct - 205-802-3823  
Facsimile - 205-874-0611

[Quoted text hidden]

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9/8/23, 1:02 PM

City of Mountain Brook Mail - Surplus Equipment

Jonathan King &lt;kingj@mtnbrook.org&gt;

Thu, Aug 31, 2023 at 1:12 PM

To: Heather Richards &lt;richardsh@mtnbrook.org&gt;

Cc: David Kennedy &lt;kennedyd@mtnbrook.org&gt;, Christopher Mullins &lt;mullinsc@mtnbrook.org&gt;

Thanks

[Quoted text hidden]

Christopher Mullins &lt;mullinsc@mtnbrook.org&gt;

Thu, Aug 31, 2023 at 1:06 PM

To: Heather Richards &lt;richardsh@mtnbrook.org&gt;

Cc: Jonathan King &lt;kingj@mtnbrook.org&gt;, David Kennedy &lt;kennedyd@mtnbrook.org&gt;

No, this vehicle will not be auctioned.

Sent from my iPhone

On Aug 31, 2023, at 12:47 PM, Heather Richards <richardsh@mtnbrook.org> wrote:

i will add it to the agenda. We have a new auction company that we are using (Pearce Auction). Do you want this vehicle listed with them once it is surplus?

**Heather Richards**  
City Clerk  
City of Mountain Brook  
P.O. Box 130009  
Mountain Brook, AL 35213  
Direct - 205-802-3823  
Facsimile - 205-874-0611

On Thu, Aug 31, 2023 at 11:50 AM Jonathan King <kingj@mtnbrook.org> wrote:

We would like to have the vehicle below listed as surplus. Will you place this on the agenda for the next Council meeting?

2012 Chevrolet Tahoe  
VIN 1GNSK2E0XCR280694  
Mileage- 165,391

<IMG\_0280.jpg>  
<IMG\_0283.jpg>  
<IMG\_0282.jpg>  
<IMG\_1609.jpg>

[Quoted text hidden]

Heather Richards <richardsh@mtnbrook.org> Tue, Sep 5, 2023 at 10:45 AM  
To: Christopher Mullins <mullinsc@mtnbrook.org>  
Cc: Jonathan King <kingj@mtnbrook.org>, David Kennedy <kennedyd@mtnbrook.org>

I believe this vehicle is being swapped for another vehicle. I need to put the specifics of that vehicle on the resolution. Will you please provide me with the information on the vehicle we will be receiving?

**Heather Richards**  
City Clerk  
City of Mountain Brook  
P.O. Box 130009  
Mountain Brook, AL 35213  
Direct - 205-802-3823  
Facsimile - 205-874-0611

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September 11, 2023

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APPENDIX 2





APPENDIX 2

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## CONTRIBUTION AGREEMENT

28th THIS CONTRIBUTION AGREEMENT (the "Agreement") is made and entered into as of the day of August, 2023 (the "Effective Date") by and among the City of Mountain Brook, an Alabama municipal corporation (the "City"), and the Mountain Brook City Board of Education, a quasi-corporation and agency and instrumentality of the State of Alabama (the "Board").

## RECITALS:

- A. The Board owns certain property located in the City where Mountain Brook Junior High School is located (the "Property").
- B. The City and the Board wish to improve the Junior High School facilities, as well as provide additional space for recreation for the children and citizens of the City, including, Mountain Brook Athletics.
- C. The City and the Board have determined that it is in the best interest of the schools and the City to install artificial turf, restrooms, parking, LED lighting upgrades and tennis courts at the Junior High School (the "Project") (C-20221221-853/LMBHM220030, Resolution No. 2023-047).
- D. The Project will be constructed on the Board's Property and will be paid for jointly by contributions from the Board and the City.
- E. The City and the Board wish to confirm their agreement for the Project by this Agreement.

NOW, THEREFORE, for and in consideration of the premises, and the agreements, covenants, representations and warranties hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged and confirmed, the parties hereto agree as follows:

## 1. PROPERTY DILIGENCE.

1.1 **Plans.** The City shall be responsible for obtaining the plans for the Project. The Board shall consult with the City on those plans for final approval by and among the City and the Board.

1.2 **Entitlements and Approvals.** The City shall be responsible for all entitlements and approvals permits, licenses, variances, special exceptions, conditional use authorizations, zoning changes and other governmental approvals that are required for the Project.

## 2. PROPERTY OPERATION.

2.1 **Cooperation and Management.** After the Effective Date, the Board agrees to allow the City and its agents to enter the Property for the development, construction and items related thereto for the Project and to maintain its existing property insurance policy covering the Property in full force and effect.

2.2 **Updates.** The City agrees that until the Project is completed it will promptly notify the Board, in writing, if the City obtains knowledge or receives written notice of (a) any event which has or is likely to have an adverse effect on the operation, physical condition or financial condition of the Property, (b) any violation, potential violation or alleged violation of any legal requirements or the encumbrances

4.5 **Severability.** In the event any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason and in any respect, such invalidity, illegality, or unenforceability shall in no event affect, prejudice, or disturb the validity of the remainder of this Agreement, which shall be and remain in full force and effect, enforceable in accordance with its terms.

4.6 **Gender and Number.** Whenever the context of this Agreement requires, the gender of all words herein shall include the masculine, feminine, and neuter, and the number of all words herein shall include the singular and plural.

4.7 **Divisions and Headings.** The divisions of this Agreement into sections and subsections and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of this Agreement.

4.8 **No Partnership or Joint Venture.** The terms and provisions of this agreement are intended solely to create a Contribution Agreement and are not intended and do not create any partnership or joint venture between the Parties hereto.

4.9 **Third-Party Beneficiaries.** The terms and provisions of this Agreement are intended solely for the benefit of the City and the Board and their respective permitted successors or assigns, and it is not the intention of the parties to confer, and this Agreement shall not confer, third-party beneficiary rights upon any other person.

4.10 **Enforcement of Agreement.** The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement was not performed in accordance with its specific terms or was otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of competent jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity.

4.11 **Entire Agreement/Amendment.** This Agreement supersedes all previous contracts or understandings, including any offers, letters of intent, proposals or letters of understanding, and constitutes the entire agreement of whatsoever kind or nature existing between or among the parties respecting the within subject matter, and no party shall be entitled to benefits other than those specified herein. As between or among the parties, no oral statements or prior written material not specifically incorporated herein shall be of any force and effect. The parties specifically acknowledge that in entering into and executing this Agreement, the parties rely solely upon the representations and agreements contained in this Agreement and no others. All prior representations or agreements, whether written or verbal, not expressly incorporated herein are superseded, and no changes in or additions to this Agreement shall be recognized unless and until made in writing and signed by all parties hereto.

4.12 **Counterparts.** This Agreement may be executed in separate counterparts. Each such counterpart shall be deemed an original and all of which shall constitute one and the same instrument. The signature pages and notary acknowledgments, if any, from one or more separate executed counterparts may be combined together with one or more other separate executed counterparts to form a single document. This Agreement shall be fully executed when each party whose signature is required has signed and delivered at least one (1) counterpart even though no one (1) counterpart contains the

related to the Property, (c) any legal action or governmental proceeding related to the Property or which may affect the City's ability to perform its obligations under this Agreement, (d) any default under any agreement related to the Property, (e) any damage to or destruction of the Property by fire or other casualty, or (f) any actual, pending or threatened taking of the Property by condemnation or eminent domain.

## 3. DEVELOPMENT.

3.1 **Construction of the Project.** The City shall take the lead in obtaining bids for the costs of the Project and shall be responsible for hiring and contracting with the appropriate architect, contractor and project manager to be responsible for and oversee the development and construction of the Project.

3.2 **Financing.** The City and the Board agree that the costs of the Project have been estimated to be Three Million Nine Hundred Ninety Thousand Dollars (\$3,990,000) ("Construction Cost Estimate"). The City and The Board agree that the construction costs shall be paid through the following contribution percentages until such time as all construction costs, including, but not limited to the Construction Cost Estimate and any increases, add-ons, change orders, or cost overruns ("Construction Costs"):

(1) The City shall contribute Fifty Percent (50%) of all Construction Costs and the Board shall contribute Fifty Percent (50%) of all Construction Costs. The Board shall pay the City its portion of the Construction costs upon completion and acceptance of the project by both parties.

## 4. MISCELLANEOUS.

4.1 **Consents, Approvals and Discretion.** Except as herein expressly provided to the contrary, whenever this Agreement requires any consent or approval to be given by a party, or whenever a party must or may exercise discretion, the parties agree that such consent or approval shall not be unreasonably withheld or delayed and such discretion shall be reasonably exercised.

4.2 **Choice of Law.** The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without regard to conflict of laws principles.

4.3 **Benefit/Assignment.** Subject to provisions herein to the contrary, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors, and assigns. No party may assign this Agreement without the prior written consent of the other parties; provided, however, that any party may, without the prior written consent of the other parties, assign its rights and delegate its duties hereunder to one or more affiliates, but in such event, the assignor shall be required to remain obligated hereunder in the same manner as if such assignment had not been affected.

4.4 **Waiver of Breach.** The waiver by any party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to constitute, a waiver of any subsequent breach of the same or any other provision hereof.

signatures of all of the parties to this Agreement. This Agreement and any instrument, document or agreement to be executed or delivered in connection herewith may be executed and delivered by facsimile transmission, electronic mail or other electronic means and the electronic signature of a party, or a signature transmitted or delivered by electronic means, shall be binding upon such party as fully as though such signature was executed and delivered in person. An electronic or photocopy of this Agreement, certified as being in full force and effect, shall be admissible into evidence in any judicial proceeding and no party shall be required to produce the copy of this Agreement containing the original signatures of the parties.

## SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

MOUNTAIN BROOK CITY BOARD OF EDUCATION  
a quasi-corporation and agency and instrumentality of  
the State of Alabama

By: 

Name: Richard Barlow

Title: Superintendent

CITY OF MOUNTAIN BROOK, ALABAMA  
An Alabama municipal corporation

By: 

Name: Stewart Welch

Title: Mayor



CITY OF MOUNTAIN BROOK

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

MINUTE BOOK



# STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION

Confirmation Number: 20230901081133188



Type License: 020 - RESTAURANT RETAIL LIQUOR State: \$300.00 County: \$300.00

Type License: State: County:

Trade Name: MARO Filing Fee: \$50.00

Applicant: EVEREST SUSHI LLC Transfer Fee:

Location Address: 361 RELE ST MOUNTAIN BROOK, AL 35223

Mailing Address: 429 GREEN SPRINGS HWY STE 161, SPACE 315 BIRMINGHAM, AL 35209

County: JEFFERSON Tobacco sales: NO Tobacco Vending Machines:

Product Type: Type Ownership: LLC

Book, Page, or Document Info: LR201317 15066

Do you sell Draft Beer?:

Date Incorporated: 08/26/2013 State Incorporated: AL County Incorporated: JEFFERSON

Date of Authority:

Federal Tax ID: 46-3497251

Alabama State Sales Tax ID: R009710856

Name:	Title:	Date and Place of Birth:	Residence Address:
ABHIRAM BAINJU 6712598 - AL	MANAGER	10/02/1975 NEPAL	317 HUNTINGTON PARK RD BIRMINGHAM, AL 35226

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: MOLLIE BRUNSON CAMARA Home Phone: 205-563-2773

Business Phone: 205-563-2773 Cell Phone: 205-563-2773

Fax:

E-mail: AINABHI@YAHOO.COM

PREVIOUS LICENSE INFORMATION:

Previous License Number(s)

Trade Name:

License 1:

Applicant:

License 2:

September 12, 2023

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

Facsimile: (205) 942-2101

Gentlemen:

Attached is a copy of a resolution passed at the September 11, 2023, City Council meeting recommending the issuance of 020 - Restaurant Retail Liquor license as follows:

Everest Sushi LLC  
Trade name: Maro  
361 Rele Street  
Mountain Brook, AL 35223

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

Sincerely,

Heather Richards  
City Clerk

Enclosure

c: Mollie Brunson Camara  
ainabhi@yahoo.com



## STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION

Confirmation Number: 20230901081133188



## STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION

Confirmation Number: 20230901081133188



If applicant is leasing the property, is a copy of the lease agreement attached? YES

Name of Property owner/lessor and phone number: LANE PARKE RETAIL 205-254-1997

What is lessors primary business? REAL ESTATE

Is lessor involved in any way with the alcoholic beverage business? NO

Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? YES

Is the business used to habitually and principally provide food to the public? YES

Does the establishment have restroom facilities? YES

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO

Building Dimensions Square Footage: 2775 Display Square Footage:

Building seating capacity: 35 Does Licensed premises include a patio area? NO

License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE

Number of licenses in the vicinity: 0 Nearest:

Nearest school: Nearest church: Nearest residence: 0 blocks

Location is within: CITY LIMITS Police protection: CITY

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

Name:	Violation & Date:	Arresting Agency:	Disposition:

J:\Minutes &amp; Agendas\Council\2023\20230911 Minutes.docx

## Initial each

In reference to law violations, I attest to the truthfulness of the responses given within the application.

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

In reference to ACT No. 80-526, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

In reference to the Club Application Information, I attest to the truthfulness of the responses given within the application.

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

In accordance with Alabama Rules &amp; Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

The undersigned agrees, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duty authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print):

Signature of Applicant:

Notary Name (print):

Notary Signature:

Commission expires:

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Reviewed by Supervisor:

Received from Local Government:

Received in District Office:

Forwarded to Central Office:

September 11, 2023



Receipt Confirmation Number: 20230901081133188  
 Application Payment Confirmation Number: 94292064

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

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

## MINUTE BOOK 93



Alabama Alcoholic Beverage Control Board  
 Licensing Division

915

## Memorandum of Understanding for Restaurant Retail Liquor License

Restaurant Retail Liquor Licenses shall be issued only to reputable persons for locations which are "habitually and principally" used for the purpose of preparing and serving meals for the public to consume on the licensed premises during normal and reasonable dining hours. Only those locations whose customary and primary business is preparing and serving meals to the public will be issued a Restaurant Retail Liquor License.

Restaurant Retail Liquor Licenses applicants shall comply with all pertinent and related requirements of State, County, and where applicable, Municipal health departments prior to licensing and shall remain in compliance thereafter for as long as said license shall remain valid.

All Restaurant Retail Liquor Licensees shall have a fully equipped and operational kitchen on the licensed premises. The Licensee shall maintain and operate said kitchen and shall, upon order of a customer, prepare and serve all food items shown on its menu during normal and reasonable dining hours. Exceptions shall be made where there is a known and provable shortage or temporary unavailable supply of a food item.

Any applicant or Licensee shall, upon request, provide to the ABC Board, any records, books, ledgers, menus, receipts, or other documentation necessary to demonstrate compliance with this regulation.

In addition to the above Rule and Regulation, Title 28-3-1(23) defines a meal as a "diversified selection of food some of which is not susceptible of being consumed in the absence of at least some articles of tableware and which cannot be conveniently consumed while one is standing or walking about".

Additionally, Title 28-3A-13 states that a Restaurant Retail License is "for on premise consumption" and does not allow sales for off-premises consumption with the exception of re-corked wine conforming to 28-3A-20.1.

By signing this memorandum of understanding, the Licensee agrees and understands the requirements of obtaining and maintaining a Restaurant Retail Liquor License. Any deviation from these requirements will prohibit the ABC Board from issuing this type of License. Furthermore, failing to follow these requirements after obtaining a Restaurant Retail Liquor License could result in the protest of the renewal of this type license.

Signature Mollie Camara Date 9-1-23  
 Print Name Mollie Camara Position Held POA

APPENDIX 4



## MINUTE BOOK 93

From: Stacey Cole [mailto:[scles@mtnbrook.org](mailto:scles@mtnbrook.org)]  
Sent: Tuesday, September 05, 2023 10:01 AM  
To: Sam Gaston  
Subject: Re: EMS Standby Hourly Rate Increase Recommendation

I emailed Michelle O'Connor at the High School to inform her that the City will increase EMS Standby to \$110 starting in October.

On Tue, Sep 5, 2023 at 9:39 AM Stacey Cole <[scles@mtnbrook.org](mailto:scles@mtnbrook.org)> wrote:

Sam,

Due to the scheduled salary increases for firefighters in the FY2024 Budget, I thought it best to review the EMS Standby rate currently set at **\$75 an hour** plus one hour of travel time. EMS Standby rates were last increased in June of 2017. Based on a rough average from Firefighters to Lieutenants' salaries in the new budget, it will cost the City **\$97 per hour** in wages alone to provide ambulance service, not to mention fuel, insurance, and equipment cost. Due to operational cost increases, I recommended that the City increase the hourly rate for EMS Standby to **\$110**. Please let me know how you would like to proceed on this matter.

### Stacey L. Cole

Deputy Chief / Emergency Operations

Mountain Brook Fire Department

Office: (205) 802-3831

Cell: (205) 438-2569

Email: [scles@mtnbrook.org](mailto:scles@mtnbrook.org)

Notice of Confidentiality: This transmission contains information that may be confidential and may also be privileged. Unless you are the intended recipient of the message (or authorized to receive it for the intended recipient), you may not copy, forward, or otherwise use it, or disclose its contents to anyone else. Please be aware that email communication can be intercepted in transmission or misdirected. If you have received this transmission in error, please notify me immediately at [scles@mtnbrook.org](mailto:scles@mtnbrook.org) and delete it from your system.

APPENDIX 5

This AGREEMENT, entered into by and between The City of Mountain Brook, Alabama, hereinafter referred to as the Client, and Schoel Engineering Company, Inc., hereinafter referred to as the Consultant, is for Consulting Services associated to potential flood protection measures in the Montevallo Rd and Overhill Rd area of Mountain Brook.

#### PROJECT OVERVIEW

Certain properties along Montevallo Rd near the intersection with Overhill Rd have historically flooded. The City of Mountain Brook has commissioned drainage studies and at least two design projects in the last 20 years to address the flooding in the area described above, along with downstream areas. Construction obstacles throughout the entire drainage system have halted progress on addressing the flooding. In this work, the area immediately upstream of Overhill Rd and east of Montevallo Ln will be evaluated more closely with the goal of evaluating potential local flood protection and mitigation measures. Final design options or measures may be considered for future work.

#### PROPOSED SCOPE & SERVICES

##### Evaluation of Drainage Issues and Flood Protection Measures

The Consultant will assist the Client with the preliminary evaluation of the drainage issues that have resulted from heavy rain events. These services would generally include a site visit, limited field survey work (if deemed required), and other services in response to the unique issues associated with the location. The Client may leverage prior hydrologic study models to evaluate certain protection measures. The activities to be performed may include:

- Site visit(s)
- Limited field survey (if necessary)
- Evaluation of potential local flood protection measures
- Consultation with the City of Mountain Brook on findings and opinions

Proposed Fee \$4,500 (To be Billed Hourly)

#### NOT INCLUDED IN SCOPE OF WORK

The following items are not included in the scope or fee provided. If any of these services are requested, an additional services proposal can be provided.

1. Drainage or Flood Studies, including FEMA and Floodplain Development Permits
2. Offsite utility evaluation, extension, or upgrades
3. Geotechnical work of any kind
4. Corps of Engineers related work
5. ADEM Stormwater Permit Compliance Activities
6. Structural design of any kind
7. Multiple design packages or public bid package
8. Permit applications and/or fees



#### GENERAL TERMS AND CONDITIONS

- 1) Services performed under this Agreement will be conducted in a manner consistent with that level of care and skill exercised by members of the profession currently practicing under similar conditions. Plans, specifications, and submittals will be prepared in accordance with the written standards of the governing authorities having jurisdiction. Any extraordinary requirements for approvals will be considered additional services. No other warranty, expressed or implied, is made. Nothing in this agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.
- 2) The Client hereby agrees that to the fullest extent permitted by law the Consultant's total liability to Client for any and all injuries, claims, losses, expenses of damages whatsoever arising out of or in any way relating to the project, the site, or this Agreement, from any cause or causes including but not limited to the Consultant's negligence, errors, omissions, strict liability, breach of contract, breach of warranty shall not exceed the greater of the total amount paid by the Client for the services of the Consultant under this contract or \$50,000.00, whichever is greater. The Consultant's liability shall expire one (1) year from the completion date of the provision of services for each phase of the work.
- 3) The figures given above and in the body of this Agreement are based on the Scope of Work as described herein. If the above outlined Scope of Services is changed, or if there are other services that may be requested by the Client, these additional services will also be performed at the above unit rates, or a revised fee will be negotiated to the satisfaction of both the Client and Consultant at that time. The Consultant reserves the right to adjust these unit rates for inflation costs on a one-year interval from the date of this proposal.
- 4) All claims, disputes, and other matters in controversy between Consultant and Client arising out of or in any way relating to this agreement (other than as a result of Client's failure to pay amounts due hereunder) will be submitted to mediation before, and as a condition precedent to, other remedies provided by law. Mediation shall be held in the county where the project is located, and if the parties cannot agree on a mediator then one shall be appointed by the American Arbitration Association (AAA). Parties agree to split cost of mediation 50-50.
- 5) Services not expressly set forth in writing as basic or additional services and listed in the proposal to this Agreement are excluded from the scope of the Consultant's services, and the Consultant assumes no duty to the Client to perform such services.
- 6) Client, at its expense, will provide the Consultant with all required site information, existing plans, reports, studies, project schedules and similar information that is contained in Client's files. The Consultant may rely on the information provided by the Client without verification. The Client shall participate with the Consultant by providing all information and criteria in a timely manner, review documents and make decisions on project alternatives to the extent necessary to allow the Consultant to perform the scope of work within established schedules.
- 7) Consultant shall secure and maintain insurance as required by law or statutory requirements which will protect him from claims under the workers compensation acts and from claims for bodily injury, death, or property damage that may arise from the performance of his services under and pursuant to this Agreement. Certificates of such coverage will be provided to Client upon request.
- 8) All reports, plans, documents, or other materials resulting from the Consultant's efforts shall remain the property of the Consultant and are intended solely for the purpose of this Agreement. Any reuse by Client for purposes outside of this Agreement or any failure to follow Consultant's recommendations without Consultant's written permission shall be at the user's sole risk.
- 9) This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure to perform in accordance with the terms of the agreement by the other party through no fault of the terminating party. If this Agreement is terminated, it is agreed that Consultant shall be paid for total charges for labor performed to the termination notice date, plus reimbursable charges.
- 10) Neither party to this Agreement will be liable to the other party for delays in performing the services, nor for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of

The Consultant will bill the Client monthly based on work completed during the billing period. Work completed will be based upon a percentage of completion for Lump Sum Fees, and will be based on time and materials at the attached schedule of unit rates for Hourly Estimates and Not to Exceed agreements. Payments are due within thirty (30) days of invoice date. The Client's obligation to pay for services is in no way dependent upon the Client's ability to obtain financing, obtain approval from any governmental or regulatory agencies, real estate closing, receipt of payment from other parties or upon successful completion of the project. If payment is not received within thirty (30) days from date of invoice, the amounts may include a late charge of 1 1/2 % per month, calculated from said thirtieth (30<sup>th</sup>) day. Should Consultant incur attorney's fees for collection of payment, the amount owed to Consultant shall include any and all said fees. Failure to make payment within sixty (60) days shall constitute a waiver of the right to dispute the accuracy and appropriateness of the invoice. In addition, Consultant reserves the right to suspend services under this Agreement until such time as payment is made in full for all amounts due for services rendered and expenses incurred has been received.

#### SCHEDULE OF UNIT RATES - EFFECTIVE THROUGH 12/31/2023

Senior Principal	\$ 325.00 per hour
Principal	\$ 215.00 per hour
Survey Field Crew	\$ 195.00 per hour
Department Manager/Chief Land Surveyor	\$ 185.00 per hour
Senior Project Manager	\$ 175.00 per hour
Project Manager	\$ 150.00 per hour
Senior Professional	\$ 150.00 per hour
Project Professional	\$ 125.00 per hour
Staff Professional	\$ 115.00 per hour
Senior Designer / Drafter / Specialist	\$ 115.00 per hour
Designer 2 / Drafter 2 / Specialist 2	\$ 105.00 per hour
Designer 1 / Drafter 1 / Specialist 1	\$ 95.00 per hour
Admin/Co-Op/Technical Support	\$ 85.00 per hour

Printing and other reimbursable expenses will be charged at cost plus 15% and are not included in the fee basis described above. Lodging and Meals and Incidentals (M&IE) will be billed according to Government Services Administration (GSA) rates. Sub-consultant invoices billed as reimbursables will be invoiced to the client at a rate of 115% of the invoice amount.



governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control of either party.

- 1) The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect.
- 12) The Consultant shall not be responsible for construction site safety or construction procedures, nor will the Consultant be responsible for the quality of the work performed by the contractor or other consultants.
- 13) Consultant may, at Client's request and for Client's convenience, provide documents in electronic format. Data, words, graphical representations, and drawings that are stored on electronic media or which are transmitted electronically, may be subject to uncontrollable alteration. The printed, signed and sealed hard copy is the actual professional instrument of service. In the event of a discrepancy between the electronic document and the hardcopy document, the hardcopy document will prevail.
- 14) This agreement is provided with the expectation that it is not being used in a price comparison with other firms. Alabama law prohibits licensed engineers and land surveyors from participating in any process that solicits prices from two or more licensed engineers or land surveyors simultaneously. The law defines this practice as bidding and participation by a licensee is prohibited. If this agreement is being used in this manner, we must by law, withdraw this agreement from consideration.

#### PROPOSAL ACCEPTANCE

##### SUBMITTED:

Consultant: Schoel Engineering Company, Inc.

Signature: \_\_\_\_\_

Name: Mark E. Simpson

Title: Water Resources Department Manager

Date: September 5, 2023

##### ACCEPTED:

Client: The City of Mountain Brook

Signature: \_\_\_\_\_

Name: Stewart Weleh

Title: Mayor

Date: 9-11-2023

Please print or type the following information for the individual, firm or corporation responsible for payment.

Company: \_\_\_\_\_

Client or Client's authorized representative: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Client's Project Number: \_\_\_\_\_ Client's Purchase Order Number: \_\_\_\_\_

Invoice Delivery Method: ☐ Mail ☐ Email ☐ Other \_\_\_\_\_



September 11, 2023



**City of Mountain Brook**  
**Public Service Application**

Date: 4/26/23 Name: NORMAN JETMUNDSEN *Smalltown*  
Phone Number: (205) 492-5038 Email: normanjetmundsen@gmail.com  
Address: 2901 Thornhill Rd. MO, AL 35213  
Street City State Zip Code

How long have you been a resident of Mountain Brook? 27 years  
Which Board/Commission/Committee are you applying for? (check only one)

Planning Commission	Board of Zoning Adjustments	Board of Landscape Design
Village Design and Review	Board of Education	Parks and Recreation Board
Editorial Board	Finance Committee	<u>O'Neal Library Board</u>

**Previous Board Appointments**

Please list any current or previous board appointments you have held for the City of Mountain Brook.

Name of Board	Dates Served
<u>O'Neal Foundation</u>	

**Community Activities**

Please list any current or past experience you have with civic, fraternal, volunteer, non-profit organizations in which you are or have been active.

Name of organization	Dates Served	Title, Specific Projects, or Other Info.
<u>St Luke's</u>	<u>2022</u>	<u>SR. WARDEN</u>
<u>SUNRISE ROTARY</u>	<u>2022-23</u>	<u>President</u>

**Appointment Interest**

Please provide a brief statement describing your interest in serving on the selected board.

*I served as President of the O'Neal Foundation Board. During that time, I negotiated to purchase the property next door. I also initiated the Annual Newsletter. I think the library is a great jewel of MB.*

*To support the library, to be a sounding board, and to offer suggestions where appropriate*

Summarize your qualifications that you believe would benefit the selected board. Include education, experience, licenses, etc. You may attach a resume also.

*B.A. University of the South  
J.D. University of Alabama  
M. Litt. Oxford University  
Member of Alabama State Bar  
Author of two published novels, and a producer of a documentary film.*

**Certification**

By initialing here ( NJ ), I certify the following:

I am a resident of Mountain Brook  
I understand the commitment requirements for the board for which I am applying.  
I understand that I will be serving without compensation.  
I will report to the city if a conflict of interest arises or something changes that would affect my membership on the Board.  
I will keep an open mind and consider all sides of issues presented to the board.  
I understand that this application and appointment will become public record.

NORMAN JETMUNDSEN  
Printed Name of Applicant

[Signature]  
Signature

4/26/23  
Date

Note: If additional space is needed to complete the application, you may either write on the back of one of the pages or add additional pages. You may also attach any valid documentation you feel necessary to give us a better understanding of your qualifications. This includes a resume, copy of licenses or degrees, etc.  
Submit the application to: [www.mtnbrook.org](http://www.mtnbrook.org) or Sam Gaston, City Manager at [gastons@mtnbrook.org](mailto:gastons@mtnbrook.org)

Applications will be kept for three years from the date listed on the front page. You will need to re-apply periodically if you are still interested in serving on any of the boards. If your contact information changes within the three years, please submit a new application.

Norman Jetmundsen, Jr.  
2901 Thornhill Road  
Birmingham, Alabama 35213  
(205) 871-6000 (Home)  
(205) 492-5038 (Cell)  
[normanjetmundsen@gmail.com](mailto:normanjetmundsen@gmail.com)

**PROFESSIONAL EXPERIENCE**

**2002-2019**  
Vice President and Associate General Counsel - Vulcan Materials Company  
**1982-2001**  
Partner with law firm of Bradley Arant Rose & White LLP, Birmingham, Alabama  
\* Admitted to practice in Alabama State Courts, 5th and 11th Circuit Courts of Appeal.  
Law Practice: Civil litigation, defense oriented; arbitration and mediation  
**1979-1980**  
Law Clerk for U.S. District Judge Sam C. Pointer, Jr.

**EDUCATION**

**The University of the South, Sewanee, Tennessee**  
\* B.A. 1976 (summa cum laude)  
\* Phi Beta Kappa  
\* ODK  
\* Gentry Award: University Graduation Prize for Excellence in English  
\* Who's Who in American Colleges and Universities  
**The University of Alabama, Tuscaloosa, Alabama**  
\* J.D. 1979  
\* Order of the Coif  
\* Alabama Law Review, Associate Editor  
\* Bench and Bar Legal Honor Society  
\* Co-winner of the Outstanding Graduate Student for The University of Alabama in 1979  
**Oxford University (Magdalen College), Oxford, England**  
\* M. Litt. in Law, 1982  
\* Rotary International Scholar 1980-81

**BOOKS AUTHORED**

*The Soutbane Stratagem*, published by John Hunt Publishing, Fall 1999  
*The Soutbane Illusion*, published by John Hunt Publishing, Spring 2004  
Film: *Unrivaled: Sewanee 1899*

**CURRENT ORGANIZATIONS**

Alabama State Bar Association  
Birmingham Sunrise Rotary Club (Past President & current President)  
St. Luke's Episcopal Church (Past Senior Warden and Vestry Member)  
Order of St. John  
Monday Morning Quarterback Club, Board  
McWane Science Center Foundation Board





## Cleo Kathryn Gorman

3613 Mountain Lane, Birmingham, AL 35213  
cgorman@troib.design (e) | 205-317-3996 (c)

## EDUCATION

Winthrop University, Rock Hill, South Carolina | Bachelor of Arts, 1984  
Presidential Hostess, Sigma Sigma Sigma sorority vice president 1983, Young Alumnus of the Year 1988

## PROFESSIONAL/CIVIC ACTIVITY

American College of Healthcare Executives (ACHE) | since 2004, past president Alabama Chapter Society for Commercial Real Estate Women (CREW) | since 2019  
Marketing Professional Services (MPS) | twice past president Alabama Chapter  
Associated Builders & Contractors (ABC) | task force to choose new ad firm  
Operation New Birmingham, hosted regional planning conference committee mgt  
UAB Healthcare Symposium | conference committee  
Canterbury United Methodist Church | church council  
Junior League of Birmingham | sustainer

## EXPERIENCE

TRO Jung Brannen, Birmingham, AL | August 1996 - Present | Partner/Dlr. of Marketing & Business Development

## Accomplishments include:

- Securing more than \$600M in healthcare construction, yielding more than \$6M in professional design fees
- Promoting southeastern growth strategy with new commissions in four states
- Diversifying and broadening firm's relationship base with healthcare clients, consultants, and contractors
- Leading the new leadership team through website and social media communications development
- Contributing to corporate rebranding exercise upon two-firms merger
- Strengthening internal communication with corporate representatives
- Raising the quality level of portfolio photography
- Conceiving and producing the firm's first ever video client testimonials and three subsequent marketing videos
- Publishing articles in Birmingham Business Journal, Portico, and Medical Construction & Design magazines

## Responsibilities include:

- Marketing and business development across seven states region
- Marketing and business development for Tampa office
- Developing regional annual marketing budget and broad business development strategy
- Generating leads in appropriate target markets
- Networking with prospects, clients, contractors, engineers, strategic design partners, and others
- Representing the firm in trade shows, industry events, special presentations, and occasional public speaking
- Managing prospect, client, and project database
- Developing internal and external team building, proposal production, and presentation strategies
- Managing team-produced targeted qual packages, proposals, and presentations
- Producing design awards submissions
- Managing project photography
- Managing firm messaging across many platforms, including print, web, and social media
- Working with local and state news media for public relations
- Use of InDesign, Photoshop, Microsoft Office, Excel, Outlook, Adobe, PowerPoint, and Deltex software
- Past experience with Chamber of Commerce leadership and Economic Development activities

City of Mountain Brook  
Public Service Application

Date: 7/13/22 Name: Cleo Kathryn Gorman  
Phone Number: (205 ) 317 - 3996 Email: cgorman@troib.design  
Address: 3613 Mountain Lane Mountain Brook, AL 35213  
Street City State Zip Code

How long have you been a resident of Mountain Brook? 26 years

Which Board/Commission/Committee are you applying for? (check only one)

Planning Commission	Board of Zoning Adjustments	Board of Landscape Design
Village Design and Review <input checked="" type="checkbox"/>	Board of Education	Parks and Recreation Board
Editorial Board	Finance Committee	Emmet O'Neal Library Board

## Previous Board Appointments

Please list any current or previous board appointments you have held for the City of Mountain Brook.

Name of Board	Dates Served
NA	

## Community Activities

Please list any current or past experience you have with civic, fraternal, volunteer, non-profit organizations in which you are or have been active.

Name of organization	Dates Served	Title, Specific Projects, or Other Info.
Canterbury United Methodist	2000-present	Various - Church Council, VBS, etc.
Junior League of Birmingham	1996 - present	Chair, Corporate Sponsorships
Operation New Birmingham	1998 - 2004	Various community activities

## Appointment Interest

Please provide a brief statement describing your interest in serving on the selected board.

My interest in the Village Design Review Committee is related to my professional role as partner in a regional architectural firm. While my firm's niche is healthcare design, our strategies for our clients are more comprehensive, promoting full scale community planning for best outcomes in development. The details matter. The experience of a place can be made special or rather can become negative based on choices made (or left to chance) early in planning and construction. Exterior signage, color palettes, and maintenance are a few examples of those choices.

What specific objectives would you work towards as a member of the selected board?

The environments of the villages in Mountain Brook have undergone change over the last few years, most of which has been positive. Change continues in the completion of the project in Mountain Brook Village and with the school construction, now well underway. As a member of the Villages Design Review Committee, I would work to continue the progress made while maintaining the small town charm enjoyed by residents and visitors alike.

Summarize your qualifications that you believe would benefit the selected board. Include education, experience, licenses, etc. You may attach a resume also.

I am qualified to serve on this board, due to my thirty years of experience representing design firms, now serving as a partner for the past six years. I have worked with clients, partner consultants, and contractors to achieve best outcomes in projects, the details of which have included budget, schedule, codes, and design strategies. I am a respectful person who cares about community. My two daughters have grown up in Mountain Brook and we continue to have pride in this place!

## Certification

By initialing here ( CKG ), I certify the following:

I am a resident of Mountain Brook  
I understand the commitment requirements for the board for which I am applying.  
I understand that I will be serving without compensation.  
I will report to the city if a conflict of interest arises or something changes that would affect my membership on the Board.  
I will keep an open mind and consider all sides of issues presented to the board.  
I understand that this application and appointment will become public record.

Cleo Kathryn Gorman  
Printed Name of Applicant

*Cleo Kathryn Gorman*  
Signature

7/13/22  
Date

Note: If additional space is needed to complete the application, you may either write on the back of one of the pages or add additional pages. You may also attach any valid documentation you feel necessary to give us a better understanding of your qualifications. This includes a resume, copy of licenses or degrees, etc.

Submit the application to: [www.mtmbrook.org](http://www.mtmbrook.org) or Sam Gaston, City Manager at [sgaston@mtmbrook.org](mailto:sgaston@mtmbrook.org)

Applications will be kept for three years from the date listed on the front page. You will need to re-apply periodically if you are still interested in serving on any of the boards. If your contact information changes within the three years, please submit a new application.

**COURTNEY  
JOHNSON**  
Graphic Designer

(205) 746-2356  
courtney@design205.com  
www.design205.com

**EDUCATION**

**MBA, Marketing**  
University of Alabama  
at Birmingham

**B.F.A. Visual Design**  
Auburn University

**SKILLS**

Adobe Photoshop  
Adobe Illustrator  
Adobe InDesign  
Adobe Acrobat  
Facebook / Instagram  
Microsoft Word  
Microsoft PowerPoint  
Microsoft Excel

**OBJECTIVE**

Graphic Designer with 20+ years experience, excited and willing to help the Village Design Review Committee maintain each village's aesthetic. My unwavering attention to detail and experience in maintaining a unique brand will prove to be a valuable addition to the collaborative team.

**WORK EXPERIENCE**

**Chester's Chicken, Birmingham AL**

**December 2009 – current**

*Graphic Designer*

- Designed promotional food advertisements for US, Canada & Puerto Rico markets
- Designed menu board layouts, custom billboards, truck wraps, postcards, pole signs and banners for the marketing of Chester's brand
- Partner with colleagues and external partners for product launches and promotions
- Work closely with Marketing team to design assets for branded packaging, social media assets, print and web advertising
- Web Design Consultant - generated proposal of needs for new site, interviewed prospective web design companies, liaison between Chester's & web designers, technical support on/off site, and managed completion of website
- Photo edit and retouch images for all quarterly promotional advertisements

**Southern Progress Corporation, Birmingham AL**

**December 2003 – 2009**

*Graphic Design and Production Assistant for Southern Living*

- Tracked print jobs and kept production team informed of anticipated delivery dates; provided status reports on where jobs are in the production process
- Carried out proofing and approval processes
- Designed layouts for magazines, marketing materials and advertisements
- Photoshop color correction for print and web

**VOLUNTEER COMMITMENTS**

**Junior Women's Committee of 100, O'Neal Library**

**August 2019 – current**

*Fundraising Committee*

**Volleyball Coach, Mountain Brook Athletics**

**Fall 2022 and Fall 2023**

*4<sup>th</sup> & 5<sup>th</sup> Grade Girls*

**Children's Chapel Volunteer, St. Luke's Episcopal Church**

**December 2021 – current**

**MINUTE BOOK 93**

*City of Mountain Brook  
Public Service Application*

Date: Aug 21, 2023

Name Courtney Johnson

Phone Number: (205) 746-2356

Email: courtney@design205.com

Address: 9 Woodhill Road Mountain Brook, AL 35213

Street

City

State

Zip Code

How long have you been a resident of Mountain Brook? 36 years

Which Board/Commission/Committee are you applying for? (check only one)

Planning Commission	Board of Zoning Adjustments	Board of Landscape Design
Village Design and Review <input checked="" type="checkbox"/>	Board of Education	Parks and Recreation Board
Editorial Board	Finance Committee	O'Neal Library Board
Environmental Sustainability (Bee City)		

**Previous Board Appointments**

Please list any current or previous board appointments you have held for the City of Mountain Brook.

Name of Board	Dates Served

**Community Activities**

Please list any current or past experience you have with civic, fraternal, volunteer, non-profit organizations in which you are or have been active.

Name of organization	Dates Served	Title, Specific Projects, or Other Info.
Junior Women's Committee 100, O'Neal Library	August 2019—current	Fundraising Committee for children's dept./Renew Reading Kickoff
Mountain Brook Athletics	Fall 2022 and Fall 2023	4th & 5th grade girls rec volleyball coach
St. Luke's Episcopal Church	December 2021—current	Children's Chapel Volunteer

**Appointment Interest**

Please provide a brief statement describing your interest in serving on the selected board.  
I am a Graphic Designer with 20+ year's experience, excited and willing to help the VDR committee maintain each village's aesthetic. My unwavering attention to detail and experience in maintaining a unique brand will prove to be a valuable addition to the collaborative team. I have strong typography, layout and design production skills as well as excellent interpersonal and communication skills.

What specific objectives would you work towards as a member of the selected board?  
As a member of the VDR board, I would really like to see signage from each individual store. I work in English Village, and some stores I have noticed have faded or peeling lettering or are even unmarked. With the turnover of stores, it is even more important for signage that gives a united front to each village.

Summarize your qualifications that you believe would benefit the selected board. Include education, experience, licenses, etc. You may attach a resume also.  
My resume is attached and it shows my commitment to professional development over the last 20+ years. I take pride that I have been with the same company for the last 14 years, and they know that I am a dependable, creative and engaged employee. I have a strong background in graphic design and am able to create communication materials in both digital and printed media.

**Certification**

By initialing here ( CJ ), I certify the following:

I am a resident of Mountain Brook  
I understand the commitment requirements for the board for which I am applying.  
I understand that I will be serving without compensation.  
I will report to the city if a conflict of interest arises or something changes that would affect my membership on the Board.  
I will keep an open mind and consider all sides of issues presented to the board.  
I understand that this application and appointment will become public record.