

**MEETING AGENDA
MOUNTAIN BROOK CITY COUNCIL**

**CITY HALL COUNCIL CHAMBER (ROOM A108)
56 CHURCH STREET, MOUNTAIN BROOK, AL 35213**

AUGUST 12, 2019, 7:00 P.M.

1. Consideration: Resolution expressing the City's gratitude to Jamie Gregory for his service on the Planning Commission.
2. Approval of the minutes of the July 22, 2019 regular meeting of the City Council.
3. Consideration: Resolution appointing a member to the Villages Design Review Committee to service without compensation through August 23, 2019 (filling the unexpired term of Sally Legg).
4. Consideration: Resolution appointing a member to the Villages Design Review Committee to serve without compensation through August 12, 2022.
5. Consideration: Resolution appointing poll workers for the September 24, 2019, special election.
6. Consideration: Resolution authorizing the proposed Cove Drive traffic island improvements and City's expenditure for same.
7. Consideration: Resolution ratifying the execution of a contractor agreement between the City and Reno Plumbing & Sewer Services, Inc., with respect to the installation of new water service at the Crestline Elementary School field.
8. Consideration: Ordinance permitting and regulating the sale of [off-premises] alcoholic beverages by appropriately licenses businesses on Sunday in the City.
9. Consideration: Consideration of an ordinance amending the Lane Parke Planned Unit Development (PUD) master development plan with respect to drive-throughs.
10. Announcement: The next regular meeting of the City Council will be August 26, 2019, at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.
11. Announcement: The City Council shall conduct an open work session concerning the proposed budget for the year ending September 30, 2020, on August 29, 2019, starting at 8:00 a.m. in the Room A106 of City Hall located at 56 Church Street, Mountain Brook, AL 35213.
12. Comments from residents.
13. Adjourn.

RESOLUTION

WHEREAS, Jamie Gregory has served with distinction on the Mountain Brook Planning Commission from March 9, 2015, through June 24, 2019, having served as Secretary beginning in 2017; and

WHEREAS, Jamie Gregory brought invaluable insight to decisions regarding all of Mountain Brook and its various villages, giving thoughtful deliberation of all issues, with steadfast dedication to his community, and being instrumental in establishing a legacy of sound city planning for years to come; and

WHEREAS, While Jamie Gregory always approached each case with an open mind, he also possessed the fortitude to make tough recommendations, when necessary, to protect the community and to advance sound planning principles; and

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

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

ADOPTED: This 12th day of August, 2019

Virginia C. Smith
Council President

APPROVED: This 12th day of August, 2019

Stewart H. Welch, III
Mayor

2019-105

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
JULY 22, 2019**

The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 6:30 p.m. on the 22nd day of July, 2019. The Council President 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
Philip E. Black
Lloyd C. Shelton
Alice B. Womack
Stewart Welch III, Mayor

Absent: None

Also present were City Attorney Whit Colvin, City Manager Sam Gaston and City Clerk Steven Boone.

1. AGENDA

1. August 15th Public Involvement Meeting from 5-7pm at City Hall for public comments on Old Brook Trail and Canterbury Road bridge projects with a 4 p.m. pre-meeting in advance thereof
2. Resolution No. 2019-104, accept the professional services proposal submitted by Rob Walker Architects, LLC, with respect to the proposed City Hall mall security improvements project, was added to the formal meeting agenda
3. Review of the other matters to be considered at the formal (7 p.m.) meeting

2. EXECUTIVE SESSION AND ADJOURNMENT

There being no further matters for discussion, Council President Pro Tempore Pritchard made a motion that the City Council convene in executive session to discuss matters of real estate. The City Attorney verbally certified that the subject matter of the executive session is permissible under the Open Meetings Act. The motion was seconded by Council President Smith. There being no further discussion, the vote was called with the following results:

Ayes: Virginia C. Smith, Council President
William S. Pritchard III, Council President Pro Tempore
Philip E. Black
Lloyd C. Shelton
Alice B. Womack

Nays: None

Council President Smith thereupon declared that said motion carried by a vote of 5—0. She then announced that the City Council shall reconvene upon conclusion of the executive session at approximately 7 p.m. in Room A108. The pre-meeting was then adjourned at approximately 7:41 p.m.

3. CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct synopsis of the discussion from the work session of the City Council of the City of Mountain Brook, Alabama held at City Hall, Pre-Council Room (A106) on July 22, 2019, 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 12, 2019

**MINUTES OF THE REGULAR OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
JULY 22, 2019**

The City Council of the City of Mountain Brook, Alabama met in public session in the City Hall Council Chamber at approximately 7:00 p.m. on the 22nd day of July, 2019. The Council President 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
Philip E. Black
Lloyd C. Shelton
Alice B. Womack
Stewart Welch III, Mayor

Absent: None

Also present were City Attorney Whit Colvin, City Manager Sam Gaston and City Clerk Steven Boone.

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

1. CONSIDERATION: ORDINANCE (NO. 2050) APPOINTING THE ASSISTANT CITY TREASURER (EXHIBIT 1)

Council President Smith introduced the ordinance in writing. It was then moved by Council member Shelton 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 Black and was unanimously carried, as follows:

Ayes: Virginia C. Smith
William S. ("Billy") Pritchard III
Philip E. Black
Lloyd C. Shelton
Alice B. Womack

Nays: None

Council President Smith declared the motion carried by a vote of 5—0.

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

Ayes: Virginia C. Smith
William S. ("Billy") Pritchard III
Philip E. Black
Lloyd C. Shelton
Alice B. Womack

Nays: None

Council President Smith declared that the ordinance (No. 2050) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

2. INAUGURATION OF THE ASSISTANT CITY TREASURER (APPENDIX 1)

Mayor Welch then administered the oath of office to Leigh Ann A. Sisson who then assumed her role as an officer of the City of Mountain Brook.

3. CONSENT AGENDA

Council President 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 8, 2019, regular meeting of the City Council

2019-096	Resolution authorizing signatories on the City's Iberia Bank checking account(s)	Appendix 2
2019-097	Recommend to the State of Alabama Alcoholic Beverage Control (ABC) Board the issuance of a 020 - Restaurant Retail Liquor license to Carrigans MTB, Inc. (trade name: Carrigans Public House), 2400 Montevallo Road, 35223	Exhibit 2, Appendix 3
2019-098	Award the bid for janitorial services for the Emmet O'Neal Library (B-20190401-505)	Exhibit 3, Appendix 4
2019-099	Authorize the execution of a contractor agreement between the City and Tornado Fence Co., for the installation of a chain link fence at the new dog park to be installed at Cahaba River Walk Park	Exhibit 4, Appendix 5
2019-100	Adopt the Birmingham Jefferson County Transit Authority (MAX) routes for the fiscal year October 1, 2019 through September 30, 2020	Exhibit 5, Appendix 6
2019-101	Award the bid for the construction of retaining walls at the Athletic Complex (C-20190625-523)	Exhibit 6, Appendix 7
2019-102	Authorize the execution of a contractor agreement between the City and TCC, Inc., subject to the receipt of a \$40,000 donation, with respect to the construction of a pedestrian bridge on Watkins Trace Trail in Jemison Park	Exhibit 7, Appendix 8
2019-103	Award the bid to Metro Mechanical Services, Inc. for scheduled maintenance services for the City's HVAC and other mechanical systems (B-20190210-006)	Exhibit 8, Appendix 9
2019-104	Accept the professional services proposal submitted by Rob Walker Architects, LLC, with respect to the proposed City Hall mall security improvements project	Exhibit 9, Appendix 10

Thereupon, the foregoing minutes and resolutions were introduced by Council President Smith and a motion for their immediate adoption made by Council President Pro Tempore Pritchard. The minutes and resolutions were then considered by the City Council. Council member Black seconded the motion to adopt the foregoing minutes and resolutions. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Virginia C. Smith, Council President
William S. Pritchard III, Council President Pro Tempore

Lloyd C. Shelton
Alice B. Womack

Nays: None

Council President Smith thereupon declared that said minutes and resolutions (Nos. 2019-096 through 2019-104) are adopted by a vote of 5—0 and as evidence thereof she signed the same.

4. ANNOUNCEMENT

The next regular meeting of the City Council will be August 13, 2019, at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.

5. ADJOURNMENT

There being no further business to come before the City Council, Council President Smith adjourned the meeting at approximately 7:05 p.m.

6. CERTIFICATION

I, Steven Boone, 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 A108) on July 22, 2019, 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 12, 2019

EXHIBIT 1

ORDINANCE NO. 2050

**ORDINANCE APPOINTING THE
ASSISTANT CITY TREASURER OF THE CITY OF MOUNTAIN BROOK**

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

1. Leigh Ann Sisson is hereby appointed as Assistant City Treasurer of the City of Mountain Brook, Alabama, to serve without compensation and at the pleasure of the Council or until her successor be duly appointed.

2. The Assistant Treasurer shall furnish a surety company bond in an amount approved by the City Council for the faithful performance of her duties in the safe custody of the funds of the City. Such bond shall be signed by good and sufficient sureties to be approved by the Mayor. The premium for such bond shall be paid by the City from its General Fund.

APPENDIX 1



Steve Boone <boones@mtnbrook.org>

Fwd: Vote for VDR Candidates

1 message

Dana Hazen <hazend@mtnbrook.org>

Mon, Jul 29, 2019 at 1:18 PM

To: Steve Boone <boones@mtnbrook.org>

Cc: Virginia Smith <wood967@aol.com>, Alice Womack <alicewomack14@gmail.com>, Sam Gaston

<gastons@mtnbrook.org>

Steve,

For the August 12th formal agenda, we need to have the council vote on to install 2 new VDR members.

VDR ranked the three candidates in order of preference and the ranking is as follows:

- 1st - Katie Wohlwend
- 2nd - Ashley Spotswood
- 3rd - Katrina Porter

Resumes are attached if you'd like to include in the council packet.

Bo Grisham and Sally Legg have stepped down.

Thanks.

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

From: **Tammy Reid** <reidt@mtnbrook.org>

Date: Mon, Jul 29, 2019 at 11:29 AM

Subject: Re: Vote for VDR Candidates

To: Dana Hazen <hazend@mtnbrook.org>

Resumes attached.

On Mon, Jul 29, 2019 at 11:27 AM Dana Hazen <hazend@mtnbrook.org> wrote:

Would you forward all of their resumes to me as well? Or can I see them on the website? I will need to send those to Sam as well as the vote results. Thanks.

On Mon, Jul 29, 2019 at 10:58 AM Tammy Reid <reidt@mtnbrook.org> wrote:

The results of the vote for ranking of VDR candidates is as follows:

- 1st - Katie Wohlwend
- 2nd - Ashley Spotswood
- 3rd - Katrina Porter

These results will be considered by the council at their August 12 meeting.

Thank you,

--

Tammy Reid

Administrative Analyst



Katie Wohlwend

CONTACT

407.718.3312 ✎
katie@kw-design.com ✉
www.kw-design.com 🌐

EDUCATION

Samford University
B.S., Graphic Design

WORK EXPERIENCE

KW Design (winter 2014 - present)

Owner & Designer

Specializing in branding systems and custom graphic design services. Clients include Massachusetts Institute of Technology, Frios+ Gourmet Popsicles, Robins & Morton, US Assure, Hare Wynn Newell & Newton, Ronald McDonald House of Jacksonville, Greater New Orleans Foundation

IT Rockstars (fall 2011 - winter 2014)

Lead Graphic Designer

Print and web design, responsibilities included:

- Complete creative direction from logo and branding systems to user experience design including all web creative for client projects
- Clients included Express Oil Change, Books-A-Million, Iron Tribe Fitness
- Familiarized with and prepared files for development within .NET platform

Panorama Public Relations (summer 2010 - fall 2011)

Creative Director

Print and web design, responsibilities included:

- Branded media collateral for Belk, Inc., consisting of media kit and microsite design
- Media materials for publicly traded, world-wide company GD Copper
- Solely responsible for all internal branding efforts including website and client creative needs

The Basinger Design Group (spring 2009 - spring 2010)

Graphic Designer

Print and web design, responsible for projects distributed nationwide.

- Clients included Centrix Pharmaceuticals, Royal Cup Coffee and Valmont Newmark
- Developed advanced Photoshop techniques and skills

The Samford Crimson (fall 2008 - spring 2010)

Art Director

Infographics and advertising design, page layout

TECHNICAL SKILLS

Strong working knowledge in both Macintosh and PC platforms. Adobe Photoshop, InDesign, Illustrator, Dreamweaver, Flash, Acrobat, Bridge, Fireworks; Microsoft Powerpoint and Word.

Knowledgeable and capable in: HTML, CSS, and Wordpress.



Ashley Wiltshire Spotswood

Professional Summary

A native of Pensacola, Florida, Ashley has lived in Birmingham, Alabama since 1978. From 1989 through 1999, Ashley was involved in the designing and manufacturing of indoor and outdoor metal furniture. In 2000, she began to devote her time to painting and continuing her art education. Ashley was a Board member of Studio by the Tracks for over 15 years and is active in the Birmingham area community. She is one of four partners opening a home furnishings shop in Mountain Brook, Alabama in the fall of 2019.

Work History

Village Smith, L.P. - Director Of Design

Chattanooga, TN

03/1992 - 04/1999

One of six founding partners in an indoor metal furniture manufacturing business. Assisted the President in implementation of sales and marketing plan regarding manufacturing and finishing capabilities to potential OEM businesses. The target businesses and eventual customers included: Ethan Allen, Drexel Heritage, The Lane Co., Henredon, Kinkaid Furniture and Lexington Furniture. Responsibilities included design of indoor and outdoor furniture and accessories, sourcing of ornamental metal components and development of proprietary metal finishes. Assisted VP of Operations and Plant Manager in all phases of factory production to insure product quality.

Fer Forge, Inc. - President

Birmingham, AL

06/1989 - 03/1992

Co-Founder of a custom indoor metal furniture company. Designed product, supervised manufacturing, developed customized finishes and assisted in sales and marketing. Responsible for developing a customer base, managing staff and overseeing financial operations. Fer Forge averaged one million dollars in sales by it's third year of operation.

awspotswood@mac.com

(205) 492-5017

Birmingham, AL 35243

Skills

- Creating visual art
- Painted finishes
- Project design
- Interior design knowledge
- Networking skills
- Creativity
- Design and manufacturing of metal furniture and accessories

Education

1979

University of Alabama At Birmingham

Birmingham, AL

Bachelor of Arts: Painting

Katrina Huston Porter

3340 Eaton Road | Mountain Brook, Alabama 35223 | (205) 335-1901
katrina@katrinaporterdesigns.com | www.katrinaporterdesigns.com

Katrina Porter Designs, LLC 9 Office Park Circle, Suite 217, Mountain Brook, AL 35223	Interior Designer / Owner 2007 - Present
<ul style="list-style-type: none">• Specialize in Kitchen and Bathroom renovation design.• Create floor plans and elevations using AutoCAD.• Navigate the homeowner through the design and construction phases of their projects.• Assist in product selection and specification for the following items but not limited to: appliances, plumbing fixtures, tile and stone, etc.• Advise on whole house renovation and new construction projects.• Create Scopes of Work - defining the project for the contractors to bid.	
Community Carpentry Homewood, Alabama	Interior Designer / Builder Support 2005 - 2007
<ul style="list-style-type: none">• Liaison between the homeowner and the builder.• Assisted the homeowner with interior and exterior finish selections on new construction and renovation projects.• Created floor plans and elevations used in house as well as for subcontractors to use during the bidding process.• Assisted the project estimator in collecting and compiling quotes.• Worked with subcontractors during construction: electrical walkthroughs, discussed tile layouts with tile setters, answered questions related to cabinet construction.• Gathered appliance specifications.	
Martin Advertising Birmingham, Alabama	Receptionist to Account Billing Services 2003 -2005
<ul style="list-style-type: none">• Answered a 13 line phone system. Seems so foreign a concept today!• Managed sign in / sign out sheet for 50-80 employees• Created Purchase Orders and Invoices for Voice Over talent	
Rutt Custom Cabinetry Goodville, Pennsylvania (Lancaster County)	Cabinet Designer / Showroom Designer 1998 - 2000
<ul style="list-style-type: none">• Learned AutoCAD. Crash course!! Boss told me to throw away my pencils!• Designed showroom displays for both Flagship showrooms and privately owned showrooms nationwide.• Assisted showroom designers with cabinet drawings and order placement.• Assisted National Sales Representatives with warranty claims.• Created bids for Custom / Special Order products.	
Sassnett Cabinet Company Birmingham, Alabama	Cabinet Designer 1997 - 1998
Responsible for both presentation and shop drawings for a custom cabinet company. <ul style="list-style-type: none">• Selected finishes for kitchen and bathroom renovations.• Hand painted and glazed cabinets.• Presented designs to clients.	
Design South Vestavia Hills, Alabama	Design Assistant 1996 - 1997
<ul style="list-style-type: none">• Assisted the owner with daily business operations: Invoicing, Accounts Payable, etc• Drew (by hand) floor plans and elevations for client presentations.• Compiled finish specifications for clients and builders.	
Auburn University	Housing and Interiors Degree - Human Science Department Spring 1996
Community Involvement <ul style="list-style-type: none">• Serve on the Mountain Brook Chamber of Commerce Board of Directors• President Elect for the Alabama Women In Business	

RESOLUTION NO. 2019-108

WHEREAS, a special municipal election has been called to be held on the 24th day of September 24, 2019, and a runoff election to be held, if necessary, on the 5th day of November, 2019, and

WHEREAS, Section 11-46-27 of the Alabama Code of 1975, as amended, provides, in part, that the municipal governing body shall appoint from the qualified electors, officers to conduct the election as follows:

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the election officers for said election shall be as follows:

Polling Location No. 1 - St. Luke's Episcopal Church

William L. Irons	Chief	3855 Cove Drive 35213	879-6988	bill_iron@hotmail.com
Lois J. Poe		3851 South Cove Drive	871-6286	
Kimberly H. Carney		12 Montrose Circle	871-1100	
Diane M. Fisher		3829 Cove Drive 35213	879-8011	
Marguerite Costanzo		307 Morningside Circle 35213		
John Costanzo		307 Morningside Circle 35213		
Diane E. Weatherford		3917 Montevallo Road 35213		

Polling Location No. 2 - Mountain Brook City Hall

Stephanie Byrne	Chief	605 Dexter Avenue 35213	907-8362	sbyrne@realtysouth.com
Sue Moore Abele		3767 Jackson Blvd 35213		
James T Cobb, Jr.		121 Crestview Drive 35213		
Judy H. Pittman		4301 Cross Keys Road 35213		
Marjorie E. Breman		3774 Montevallo Rd S 35213	871-5541	
Herbert S. Reese		37 Montcrest Drive 35213		
Mayree Veona Hembree King		3904 Montevallo S Rd 35213		
Patricia P Pugh		4162 Appomattox Lane 35213		
Katherine McDavid Allen		122 Crestview Drive 35213		
Caroline Massey Daniel		123 Greenbriar Lane 35213		
Laura Ann Stacy		2716 Southview Ter, 35216		
Naomi Cunningham		3621 Country Club Rd 35213		

Absentee Ballot Counters - Mountain Brook City Hall

Steven Boone	Chief	3721 Forest Run Road 35223	937-5662	
Janet Forbes				
Suzan Doidge				
Caroline Boone				

Polling Location No. 3 - Brookwood Baptist Church

Ronald B. Cohen	Chief	3267 Hillard Drive 35243	969-2340	avieron@bellsouth.net
Kathryn H. Horton	Asst	3270 Hillard Drive 35243		
Amy J. Allon		3825 Briar Oak Drive 35243		
Avrin O. Cohen		3267 Hillard Drive 35243		
Bert A. Siegel		3532 Spring Valley Ct 35243		
Phillip L. Teninbaum		3201 Stoningham Drive 35243		
Eva L. Wilensky		3340 Stoneridge Lane 35243		

Polling Location No. 4 - Mountain Brook Community Church

Helen M. Martin	Chief	2933 Green Valley Rd 35243	967-5627	helen@msai.net
William F Martin III		2933 Green Valley Rd 35243	612-3649	

2019-108

Martha L. Phillippi	3344 Eaton Road 35223-2835	967-0889
Joseph W. Spransy	4000 Hunters Land, 35243	967-4601
Evan R. Roberts	4414 Briar Glen Circle, 35243	913-3143
Carole C. Pitard	3327 Woodridge Road, 35223	968-6670
Mildred C. Chapman	3701 Charleston Lane, 35216	988-3058
Lina B. Lee	4432 Cahaba River Rd, 35243	903-7874
Lois Caldwell	2744 Dunbarton Road, 35223	613-0606
Scot Cardwell	3364 Farring Road, 35223	223-2990

Polling Location No. 5 – Canterbury United Methodist Church

Camille S. Butrus	Chief	2724 Old Mill Lane 35223	803-4197
Martha Green Isom	Asst	2000 Morris Avenue	290-5797
Mary Catherine Crowe		1612 Cahaba Road 35223	960-7222
Glenda E. Nagrodzki		607 Euclid Avenue 35213	835-1898
Pamela T. Morad		7401 Elliott Lane 35094	540-2949

camillebutrus@gmail.com
marthagisom@gmail.com

Polling Location No. 6 - Cherokee Bend Elementary School

Russell B. Tyler	Chief		999-8202
Elizabeth Compton		4320 Corinth Drive 35213	
Tiffany Young			
Jayda Marble			
Tracey Marble			
Nakki Battle			

trussell10369@gmail.com

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Clerk, Chief inspectors, and/or Assistant Chief Inspectors/Clerks are hereby authorized to engage replacement poll workers in the event persons appointed herein above fail to report for duty for any reason; and,

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Clerk is hereby authorized and directed to pay the following amounts to those persons appointed herein above, or any replacement poll workers engaged by the Chief inspectors or Assistant Chief Inspectors/Clerks:

Chief Inspectors	\$225
Assistant Chief Inspectors/Clerks	\$175
Absentee Clerks	\$ 45

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Clerk is hereby authorized and to provide refreshments on election day and at the poll worker training and to pay an additional \$25 to all poll workers who attend the poll workers' training program to be held at Mountain Brook City Hall (council chambers), 56 Church Street, Mountain Brook, Alabama 35213, on dates yet to be determined, from 5:30 p.m. until 7:00 p.m. or otherwise complete such training at another location or by other means.

ADOPTED: This 12th day of August, 2019.

Council President

APPROVED: This 12th day of August, 2019.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on August 12, 2019, as same appears in the minutes of record of said meeting.

City Clerk

RESOLUTION NO. 2019-109

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes City Manager to pay, or cause to be paid for and on behalf of the City, up to \$3,000 for materials and provide City labor and equipment to install beautification improvements at the Cove Drive traffic island as illustrated in Exhibit A attached hereto.

ADOPTED: This 12th day of August, 2019.

Council President

APPROVED: This 12th day of August, 2019.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on August 12, 2019, as same appears in the minutes of record of said meeting.

City Clerk

Traffic Island Policy Worksheet

Island Location Cove Drive

Area of Island 10,504 Max City Contribution \$3,000

(< 3,000 sq ft = \$1,000; 3,000-6,000 sq ft = \$2,000; > 6,000 sq ft = \$3,000)

Sketch of Design



Dark Green – keep 2 existing trees

Light Green – up to 6 new trees

Red X- removing 5 trees/shrubs

Gray/Black- stone patio

Other Details

We will go ahead and remove the undesirable trees and build the patio after council approval. The new trees will be planted this fall at the appropriate time of year. Public Works will help fix the curbs on the ends where the asphalt cut throughs are located.

<u>Materials</u>	<u>Quantity</u>	<u>Cost</u>
Oak Trees	5-6	\$1,500
Stone patio		\$1,500
	<u>Total Cost</u>	<u>\$3,000</u>

Traffic Island Policy Worksheet

Resident Contact Information

Name	Email
Jessica Thuston	jsthuston@gmail.com

Partnership Agreement

The City will install the patio, plant the trees, and maintain it as part of our usual duties.

Island Committee Comments

Date July 30, 2019

Helen Drennen and I met with Jessica and several other residents and discussed what they would like to see done. I then presented the plan to the remainder of the committee through email and everyone was in agreement.

Tree Commission Members: Ro Holman and Elizabeth Poynor

Park Board Members: Helen Drennen and Aimee Reese

Police Department Comments

Date: August 8, 2019

LT. Jason Carmack stated by email that he did not see any issues with the plan.

Council Comments:

Date: August 12, 2019

Amount approved: _____

Construction Issues/Comments/Adjustments

RESOLUTION NO. 2019-110

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby ratifies the execution of a contractor agreement between the City and Reno Plumbing & Sewer Service, Inc., in the form as attached hereto as Exhibit A subject to such minor revisions recommended by legal counsel, with respect to the water line tap and installation to serve Crestline Elementary field.

ADOPTED: This 12th day of August, 2019.

Council President

APPROVED: This 12th day of August, 2019.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on August 12, 2019, as same appears in the minutes of record of said meeting.

City Clerk

CONTRACTOR AGREEMENT

Reno Plumbing & Sewer Service, Inc. (“Contractor”) enters this Contractor Agreement (“Agreement”) with the **City of Mountain Brook, Alabama**, a municipal corporation (“City”), effective as of the date last executed by a party below (the “Effective Date”). Contractor and City may be individually referenced herein as “Party” or collectively as “Parties.”

1. **Project.** Unless otherwise stated on the attached Exhibit A - Specifications (which is incorporated by reference), Contractor, at its expense, will furnish all the labor, materials, supplies, supervision, and equipment needed to perform the work, services and operations (collectively, the “Work”) on the understated project (the Project”)

Name of Project: Tap and Install New Water Service

Site of Project: Crestline Elementary Field
(near) 3 Elm Street
Mountain Brook, AL 35213

2. **Scope of Work.** See Exhibit A (which includes the City Scope of Work and **July 24, 2019** Contractor Proposal, hereinafter the “Contractor Proposal”) that is attached and incorporated herein.

3. **Undertaking of Parties.** Contractor agrees to perform the Work in accordance with the terms, conditions and specification in this Agreement and on Exhibit A. City agrees to compensate Contractor and perform its other responsibilities set forth in the Contract Documents.

4. **Term/Termination.** The term of this Agreement shall commence on the Effective Date and thereafter continue in effect for three (3) months (the “Term”). The period in which Contractor will complete the Project is set forth on Exhibit A.

Notwithstanding the provision immediately above or any other language herein, City may terminate this Agreement before the expiration of its Term at the time designated in a written notice to Contractor if each of the following have occurred: (a) Contractor has defaulted on a material obligation to the City hereunder (a “Default”); and (b) following the City’s provision of written notice of Default to Contractor, the Contractor fails to correct or remedy that Default within fifteen (15) days after receipt of that notice. The failure of the Contractor to timely perform the Work shall be considered an event of Default. This remedy is in addition to any other provided in the Agreement or available to City under law or in equity.

Contractor’s obligations herein shall survive the termination or expiration of the Term for these periods: Section 6(f) (Warranty on workmanship and materials) for one year following Project acceptance; other warranties in Section 6 for a period of one year, and Section 7(c) (Indemnification) for a period of two (2) years.

5. Contract Price/Invoice/Certification. Unless otherwise stated in the Special Conditions on Exhibit A or agreed in a writing signed by the parties, City will pay Contractor the lump sum amount of **Ninety-six hundred dollars (\$9,600.00)** as compensation for performing the Work (the "Contract Price"). Unless agreed in a writing signed by duly authorized representatives of both parties, the total amount payable to the Contractor for the Work shall not exceed the Contract Price (and agreed sum(s) payable for any Additional Operations contemplated on Exhibit A). In no event will the total amount paid to Contractor for its Work (including the Contract Price or any amount paid for Additional Operations) exceed \$50,000.00.

The City will pay the Contract Price on this Project following certification of completion of Work.

Within ten (10) days following the successful completion of the Project, Contractor will submit to City Project Representative an invoice for the Contract Price (as adjusted by any mutually agreed change orders signed by both parties). With such invoice Contractor shall submit records reasonably supporting its payment. Within five (5) days following receipt of that invoice, City Project Representative will review same, consult with Contractor and make any mutually agreed modifications to it, certify that the invoice is due to be paid, and forward that certified invoice to the City Clerk. The City Clerk will remit to the Contractor the amount certified for payment within twenty (20) days after it receives that certification.

6. Warranties of Contractor. The Contractor warrants each of the following with respect to its Work:

- (a) that it expeditiously will perform its Work in a good and workmanlike manner that is consistent with level of skill and care that would be provided by other contractors performing operations under the same or similar conditions, and in accordance with the Project schedule;
- (b) that it, and all of its employees or any subcontractors (if authorized), will complete the Work in compliance with all codes, laws and regulations that are applicable to the Project;
- (c) that before commencing the Work, at its own expense, the Contractor will obtain all licenses, permits or other governmental authorizations needed to complete the Project, including without limitation, a business license and building permit issued by the City (collectively, "Licensing"). Contractor further agrees to maintain that Licensing throughout the performance of the Project;
- (d) that it has inspected the Site and any other locations at which it will perform the Work, and, based on that inspection and its expertise, that

it has determined that each of those locations is reasonably suitable for Contractor to complete the Work;

- (e) that the Contractor shall be responsible to remove and properly dispose of any debris related to its completion of the Project, and that it will leave each location where the Work is performed in reasonably clean condition;
- (f) that the Work will be free of any material defects in workmanship and materials for a period of one (1) year that shall commence on the date of acceptance of the Project; and
- (g) that all actions required to be taken by or on behalf of the Contractor to enter or execute this Agreement, and to perform its obligations and agreements hereunder, have been duly taken, and the person signing below on behalf of Contractor is authorized to execute this Agreement.

7. Insurance/Safety/Indemnification.

(a) Insurance. For the duration of this Agreement and for limits not less than stated below, Contractor, at its sole expense, shall maintain the following insurance with a company(ies) lawfully authorized to do business in Alabama and reasonably acceptable to City:

- (i) Comprehensive General Liability: Seven Hundred Fifty Thousand Dollars (\$750,000.00), combined single limit and aggregate for bodily injury and property damage. This Comprehensive General Liability policy shall include coverage for premises/operations, products/completed operations, assumed contractual obligations, independent contractors, and broad form property damage;
- (ii) Automobile Liability: Automobile Liability covering owned and rented vehicles operated with policy limits of not less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) combined single limit and aggregate for bodily injury and property damage;
- (iii) Workers Compensation/Employer's Liability: Workers' Compensation as required by statute and Employer's Liability with limits of Five Hundred Thousand Dollars (\$500,000) per occurrence.

The Contractor may satisfy its insurance obligations hereunder through a combination of primary, umbrella and excess policies. Before the execution of this Agreement, the Contractor shall provide City a certificate(s) of insurance evidencing compliance with the requirements in this section. The certificate shall name City as an additional insured on the Comprehensive General Liability, Automobile Liability, and any applicable umbrella and excess policies.

The City will not furnish any type, form, coverage or amount of insurance in connection with the Project.

(b). **Safety.** Contractor agrees that it (a) has the sole responsibility to identify any condition or hazard at the Site or other locations on City property that will prevent it from safely performing the Work, and (b) is exclusively responsible for performing the Work in a safe manner that does not put at risk the safety of persons or endanger property. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) its employees and all other persons who may be affected by the Work; (ii) all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the Site, or under the care, custody or control of the Contractor or any of its representatives; and (iii) other property at the Work Site or adjacent thereto.

(c). **Indemnification.** Contractor agrees to defend, indemnify, and hold harmless City and its agents, employees and officials (hereinafter collectively, the "Indemnitees") from and against all demands, actions, liabilities, expenses (including reasonable attorney's fees) or claims for damages by any third parties (including any employee, subcontractor or representative of the Contractor, hereafter a "Contractor Representative") that arise out of, relate to or are caused by any negligent act, omission or conduct by Contractor or any Contractor Representative in performing or failing to perform the Work or its (or their) responsibilities under this Agreement; provided that nothing herein shall obligate the Contractor to indemnify any of the Indemnitees for any claims resulting from the negligent conduct or the willful misconduct of the Indemnitees.

The City will not indemnify Contractor (or nay of its representatives or authorized subcontractors) for any claims that relate to or arise out of the Project.

(d). **Limitation of Liability.** In no event may Contractor recover from the City any special, incidental, consequential or any other indirect damages whatsoever of any description (including, without limitation, damages for lost profits, lost advantage, lost opportunity, loss of savings or revenues or for increased cost of operations) or amount arising from the City's breach of its obligations hereunder.

8. Project Representative. Each Party shall appoint and indicate on Exhibit A its representative who shall coordinate with the other Party on all matters related to the performance of the Work and the administration of this Agreement (the "Project Representative"). Any notice required hereunder shall be sufficiently given when sent to the appropriate Project Representative via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or by personally delivering such notice to the party to be in receipt thereof.

9. Miscellaneous Provisions.

a. This Agreement which is comprised of this instrument, the City Scope of Work and the **July 24, 2019** Contractor Proposal (collectively, the “Contract Documents”) sets forth the entire understanding between the Parties concerning the matters herein, and all oral representations, prior negotiations, understandings, agreements, conditions, and terms discussed between them prior to acceptance and signing of this Agreement are deemed to have merged herein. In the event of any conflict or inconsistency between provisions in the various Contract Documents, the provision(s) in the document in the order below shall control and take precedence: (1) this Agreement; (2) the City Scope of Work; and (3) the Contractor Proposal.

b. This Agreement may be executed in counterparts each of which when executed by the Parties shall be deemed to be a complete original. An electronic or facsimile copy of the executed contract or counterpart shall be deemed, and shall have the same legal force and effect as, an original document.

c. Any forbearance or delay on the part of City in enforcing any of its rights under this Agreement shall not be construed as a waiver of such rights. No terms of this Agreement shall be waived unless expressly waived in writing.

d. Contractor may not assign its rights, obligations or the benefits of this Agreement to any third party without the written consent of City, which consent may be withheld for any reason.

e. This Agreement is made only for the benefit of the Parties. It is not intended, nor shall it be construed, to grant or bestow any benefit, right or privilege to any third party.

f. Contractor is an independent contractor of City. This Agreement does not create any partnership, joint venture or principal-agent relationship between the Parties. Further, City retains no control or authority with respect to its means and methods in which Contractor (or any of its employees or representatives) performs the Work.

h. Immigration Law Compliance. Contractor represents and warrants to the City that: (i) it does not knowingly employ, hire for employment, or continue to employ, in Alabama, an “unauthorized alien,” as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, *et seq.*, Code of Alabama 1975, as amended (the “Act”); (ii) it will enroll in the E-Verify program prior to performing any work on the Project in Alabama and shall provide documentation establishing that it is enrolled in the E-Verify program. During the performance of this Agreement, the Contractor shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations; (iii) it will comply with all applicable provisions of the Act with respect to subcontractors, if any, that it engages on the Project by entering into an agreement with or by obtaining an affidavit from such subcontractors providing work on the Project in Alabama that such subcontractors are in compliance with the Act with respect to their participation in the E-verify program. Contractor

further represents and warrants that it shall not hire, retain or contract with any subcontractor to work on the Project in Alabama which it knows is not in compliance with the Act; and (iv) by signing this Agreement, it affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if Contractor is found to be in violation of this provision, it shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

i. Amendment. Neither this Agreement nor any of the provisions herein (including, without limitation, those concerning the Scope, Project Schedule and Contract Price) may be amended or modified except in accordance with the terms of a written instrument (or change order) signed by both Parties.

j. Delayed Performance/Force Majeure Events. Neither Party shall be liable to the other for any failure to perform its respective obligations (including payment obligations) under this Agreement during any period in which its performance is delayed by circumstances beyond its reasonable control, such as fire, flood, war, embargo, strike, riot, or the intervention of any governmental authority (a "Force Majeure Event"). However, the delayed Party must promptly provide the other with written notice of the Force Majeure Event, the delayed Party's time for performance will be excused only for the duration of that Event, and, if that Event lasts longer than 30 days, then the other Party may immediately terminate, in whole or in part, this Agreement by giving written notice to the delayed Party.

k. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Alabama.

(Signature Page Follows)

Whereas, the undersigned, duly authorized representatives of the Parties execute this Agreement on behalf of their respective organization on the date(s) shown below.

CITY OF MOUNTAIN BROOK, ALABAMA

By: _____

Its: Mayor

Date: _____

RENO PLUMBING & SEWER SERVICE, INC.

By: _____

Its: _____

Date: _____

EXHIBIT A – SPECIFICATIONS

1. Scope of Work

See attached City Scope of Work and **July 24, 2019** Contractor Proposal.

If Contractor desires or is required to perform services on the Project that fall outside the Scope (“Additional Operations”), the Contractor shall advise the City Project Representative of the need for Additional Operations before undertaking those services, the parties shall reach agreement on the expense of any Additional Operations and the City Project Representative shall approve any such Additional Operations before the Contractor performs same. No compensation for Additional Operations will be paid unless those Operations are approved in advance.

2. Project Schedule. Weather permitting, Contractor expects to complete the Work within an approximate **2 week** period after execution of the Agreement and the City provides it a Notice to Proceed.

3. Project Representatives.

City Project Representative:
Shanda Williams
3698 Bethune Drive
Birmingham, AL 35223
Email: williamssh@mtnbrook.org
Day Tel #: 205-802-3879

Contractor Project Representative:
Brett Reno
11128 Mize Road
Remlap, AL 35133
Email: bwreno85@gmail.com
Day Tel #: 205-841-0985

4. Special Conditions.



Shanda Williams <williamssh@mtnbrook.org>

New Water Service quote

Shanda Williams <williamssh@mtnbrook.org>
To: Brett Reno <bwreno85@gmail.com>

Fri, Jul 12, 2019 at 9:16 AM

Hi,

We will be adding a restroom onto the existing concession stand building at Crestline Elementary later this summer. The address is 3785 Jackson Blvd.

We would like to go ahead and get a new water service installed and ready for construction.

Can you give me a quote to connect to the water line off of Elm Street, everything you need to do concerning an new meter, and run the line (1" PVC) approximately 136 ft from the curb to the corner of the existing concrete slab?

I believe the water main is in the middle of the street. 811 should locate it by Tuesday 7/16.

I will need you to cover the water line up, but we can repair the asphalt. I would prefer to not cut the sidewalk if you are able to bore under it.

We would like for it to end in a box with cut off valve and hose bib and be easy for the construction company to tie onto later.

We will need to pull a permit, but there will not be any fees since it is a city project.

I will be glad to meet with you out there next week if you want.

Thanks,
Shanda



Shanda Williams
Parks & Recreation Superintendent
City of Mountain Brook
3698 Bethune Drive
Mountain Brook, AL 35223
T-205-802-3879
F-205-967-6522
www.mtnbrook.org

Reno Plumbing & Sewer Service, Inc.

Main Office
841-0985

11128 MIZE ROAD
REMLAP, ALABAMA 35133

Fax
841-9808

SERVICE TECHNICIAN'S NAME # B Smith	
DATE OF SERVICE M D Y 7-24-19	Invoice No. 6251
TYPE OF SERVICE Tap & Water Service	
<input type="checkbox"/> RESIDENTIAL <input type="checkbox"/> COMMERCIAL	

CUSTOMER NAME City of Mountain Brook		APT. NUMBER	
JOB ADDRESS 3785 Jackson Blvd			
CITY	STATE/PROVINCE	ZIP/POSTAL	CUSTOMER TELEPHONE NUMBER
			205-802-3879
		williams@mtb-rook.org	

ESTIMATE	WORK ORDER AUTHORIZATION
My estimate for performing this work is: \$ <u>9600.00</u>	I authorize Reno Plumbing & Sewer Service, Inc. to perform the described services and I agree to pay the amounts indicated. I understand Reno Plumbing & Sewer Service, Inc. is not responsible for broken, settled, rusted, deteriorated, or lead pipes, fixtures, or clean outs and any damage resulting from clearing or repairing such lines, or any damage from water being cut on or off, or to any landscaping. (PRINT NAME) _____ (SIGNATURE) _____ COMPLETION I acknowledge completion of the below described work which has been done to my complete satisfaction. (SIGNATURE) _____

- MAINLINE ** Saw cut elm street for tap*
- KITCHEN SINK ** Uncover main and dig up road to curb/side walk. Punch under side walk.*
- FLOOR DRAIN
- BATHROOM SINK/TUB/SHOWER ** Get 1" water tap and install*
- TOILET BOWL *1" copper line to new water meter to be*
- LAUNDRY LINE *set in grass, inside the fence.*
- OTHER ** ~~Excavate~~ Trench and install 1" PVC water service to edge of concession stand, line ending in meter box with 1" ball valve and connection for hose bibb*
** Haul away excavated dirt ~~and~~ from road and refill hole with stone. Return trench through field to grade*
- * All material and labor to be supplied by RPSS inc. (city to repave road)*

TIME DISPATCHED	PAYMENT <input type="checkbox"/> CASH <input type="checkbox"/> CHECK NO. _____ <input type="checkbox"/> CREDIT/DEBIT CARD Card# _____ <input type="checkbox"/> NET 15 DAYS OVER 15 DAYS = LATE CHARGE OF 5% PER MONTH	INVOICE TOTAL
TIME ARRIVED		
TIME DONE		
TOTAL TIME		
*If your check is not paid on presentment or is dishonored, you agree to pay a bad check charge of \$30.00, or any higher amount allowed by law. We may electronically debit or draft your account for this charge. Also, if your check is returned for insufficient or uncollected funds, your check may be electronically re-presented for payment.		TOTAL \$ <u>9600.00</u>

ORDINANCE NO. 2051

**AN ORDINANCE PERMITTING AND REGULATING THE SALE OF
ALCOHOLIC BEVERAGES ON SUNDAY IN THE CITY**

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

Section 1. Sunday alcohol sales.

Amendment. Pursuant to the provisions of §28-3A-25 of the Code of Alabama (1975), as amended by Alabama Act 2019-100, it shall be lawful for businesses licensed to sell alcoholic beverages for on-premises consumption, off-premises consumption or both on and off premises consumption, to commence such sales starting at 10 a.m. on Sundays (formerly noon).

Penalty. Any violation of this ordinance shall be a misdemeanor punishable by a fine or imprisonment to be determined at the discretion of the court or judge as provided in §28-3A-25 of the Code of Alabama (1975), as amended.

Section 2. Repealer. All ordinances or parts of ordinances heretofore adopted by the City Council of the City of Mountain Brook, Alabama that are inconsistent with the provisions of this ordinance are hereby expressly repealed.

Section 3. Severability. If any part, section or 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 4. Effective Date. This section shall become effective immediately upon adoption and publication as provided by law.

ADOPTED: This 12th day of August, 2019.

Council President

APPROVED: This 12th day of August, 2019.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook,, Alabama, hereby certify the above to be a true and correct copy of an ordinance adopted by the City Council of the City of Mountain Brook, Alabama at its meeting held on August 12, 2019, as same appears in the minutes of record of said meeting, and published by posting copies thereof on August 13, 2019, at the following public places, which copies remained posted for five (5) days as required by law.

City Clerk

ACT #2019- 100

1 HB168
2 197284-3
3 By Representative Ingram
4 RFD: Economic Development and Tourism
5 First Read: 19-MAR-19



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ENROLLED, An Act,

Relating to Sunday sales of alcoholic beverages;
amend Section 28-3A-25 of the Code of Alabama 1975, as last
amended by Act 2018-513, 2018 Regular Session, to authorize
the county commission of a wet county, by resolution or
referendum, to permit and regulate the sale of alcoholic
beverages on Sunday by retail licensees of the Alcoholic
Beverage Control Board; and to authorize the governing body of
a wet municipality, by ordinance or referendum, to permit and
regulate the sale of alcoholic beverages during certain hours
on Sunday by retail licensees of the Alcoholic Beverage
Control Board.

BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

Section 1. Section 28-3A-25 of the Code of Alabama
1975, as last amended by Act 2018-513, 2018 Regular Session,
is amended to read as follows:

"§28-3A-25.

"(a) It shall be unlawful:

"(1) For any manufacturer, importer, or wholesaler,
or the servants, agents, or employees of the same, to sell,
trade, or barter in alcoholic beverages between the hours of
nine o'clock p.m. of any Saturday and two o'clock a.m. of the
following Monday, except as provided in Section 28-3A-6(h)(1).

1 "(2) For any wholesaler or the servants, agents, or
2 employees of the wholesaler to sell alcoholic beverages, to
3 other than wholesale or retail licensees or others within this
4 state lawfully authorized to sell alcoholic beverages, or to
5 sell for export.

6 "(3) For any person, licensee, or the board either
7 directly or by the servants, agents, or employees of the same,
8 or for any servant, agent, or employee of the same, to sell,
9 deliver, furnish, or give away alcoholic beverages to any
10 person under the legal drinking age, as defined in Section
11 28-1-5, or to permit any person under the legal drinking age,
12 as defined in Section 28-1-5, to drink, consume, or possess
13 any alcoholic beverages on any licensee's premises.

14 "(4) For any person to consume alcoholic beverages
15 on the premises of any state liquor store or any off-premises
16 licensee, or to allow alcoholic beverages to be consumed on
17 the premises of any state liquor store or any off-premises
18 licensee, except as specifically allowed by law for the
19 tasting of alcoholic beverages.

20 "(5) For any licensee to fail to keep for a period
21 of at least three years, complete and truthful records
22 covering the operation of his or her license and particularly
23 showing the date of all purchases of alcoholic beverages, the
24 actual price paid therefor, and the name of the vendor, or to
25 refuse the board or any authorized employee of the board

1 access to the records or the opportunity to make copies of the
2 records when the request is made during business hours.

3 "(6) For any licensee or the servants, agents, or
4 employees of the same to refuse the board, any of its
5 authorized employees, or any duly commissioned law enforcement
6 officer the right to completely inspect the entire licensed
7 premises at any time the premises are open for business.

8 "(7) For any person to knowingly sell any alcoholic
9 beverages to any person engaged in the business of illegally
10 selling alcoholic beverages.

11 "(8) For any person to manufacture, transport, or
12 import alcoholic beverages into this state, except in
13 accordance with the reasonable rules and regulations of the
14 board. This subdivision shall not prohibit the transportation
15 of alcoholic beverages through the state or any dry county so
16 long as the beverages are not for delivery therein, if the
17 transportation is done in accordance with the reasonable rules
18 and regulations of the board.

19 "(9) For any person to fortify, adulterate,
20 contaminate, or in any manner change the character or purity
21 of alcoholic beverages from that as originally marketed by the
22 manufacturer, except that a retail licensee on order from a
23 customer may mix a chaser or other ingredients necessary to
24 prepare a cocktail or mixed drink for on-premises consumption.

1 "(10) For any person licensed to sell alcoholic
2 beverages to offer to give any thing of value as a premium for
3 the return of caps, stoppers, corks, stamps, or labels taken
4 from any bottle, case, barrel, or package containing the
5 alcoholic beverages, or to offer to give any thing of value as
6 a premium or present to induce the purchase of the alcoholic
7 beverages, or for any other purpose whatsoever in connection
8 with the sale of the alcoholic beverages. This subdivision
9 shall not apply to the return of any moneys specifically
10 deposited for the return of the original containers to the
11 owners of the containers.

12 "(11) For any licensee or transporter for hire,
13 servant, agent, or employee of the same, to transport any
14 alcoholic beverages except in the original container, and for
15 any transporter for hire to transport any alcoholic beverages
16 within the state, unless the transporter holds a permit issued
17 by the board.

18 "(12) For any manufacturer, importer, or wholesaler,
19 servant, agent, or employee of the same, to deliver any
20 alcoholic beverages, except in vehicles bearing such
21 information on each side of the vehicle as required by the
22 board.

23 "(13) For any person to sell alcoholic beverages
24 within any dry county or county where the electors have voted

1 against the sales, except in wet municipalities or as
2 authorized by Section 28-3A-18.

3 "(14) For any person, firm, corporation,
4 partnership, or association of persons as the terms are
5 defined in Section 28-3-1, including any civic center
6 authority, racing commission, fair authority, airport
7 authority, public or quasi-public board, agency, or
8 commission, any agent thereof, or otherwise, who or which has
9 not been properly licensed under the appropriate provisions of
10 this chapter to sell, offer for sale, or have in possession
11 for sale, any alcoholic beverages. Any alcoholic beverages so
12 possessed, maintained, or kept shall be contraband and subject
13 to condemnation and confiscation as provided by law.

14 "(15) For any manufacturer, distiller, producer,
15 importer, or distributor of alcoholic beverages to employ and
16 maintain any person, who is not a full-time bona fide
17 employee, as a resident sales agent, broker, or other like
18 representative, for the purpose of promoting a sale, purchase,
19 or acquisition of alcoholic beverages to or by the state or
20 the board, or for any person who is not a full-time bona fide
21 employee to act as an agent, broker, or representative of any
22 manufacturer, distributor, producer, importer, or distiller
23 for that purpose.

24 "(16) For any person to sell, give away, or
25 otherwise dispose of taxable alcoholic beverages within this

1 state on which the required taxes have not been paid as
2 required by law.

3 "(17) For any wholesaler or retailer, or the
4 servant, agent, or employee of the same, to sell, distribute,
5 deliver, or to receive or store for sale or distribution
6 within this state any alcoholic beverages unless there first
7 has been issued by the board a manufacturer's license to the
8 manufacturer of the alcoholic beverages or its designated
9 representative or an importer license to the importer of the
10 alcoholic beverages.

11 "(18) For any person under the legal drinking age,
12 as defined in Section 28-1-5, to attempt to purchase, to
13 purchase, consume, possess, or to transport any alcoholic
14 beverages within the state; provided, however, it shall not be
15 unlawful for a person under the legal drinking age, as defined
16 in Section 28-1-5, to be an employee of a wholesale licensee
17 or an off-premises retail licensee of the board to handle,
18 transport, or sell any beer or table wine if the person under
19 the legal drinking age is acting within the line and scope of
20 his or her employment while so acting. There must be an adult
21 licensee, servant, agent, or employee of the same present at
22 all times a licensed establishment is open for business.

23 "(19) For any person, except where authorized by a
24 local act or general act of local application or pursuant to
25 Section 2 of this act, to buy, give away, sell, or serve for

1 consumption on or off the premises, or to drink or consume any
2 alcoholic beverages in any cafe, lunchroom, restaurant, hotel
3 dining room, or other public place on Sunday after the hour of
4 two o'clock a.m.

5 "(20) Except where authorized by a local act or
6 general act of local application or pursuant to Section 2 of
7 this act, for the proprietor, keeper, or operator of any cafe,
8 lunchroom, restaurant, hotel dining room, or other public
9 place to knowingly permit any person to give away, sell, or
10 serve for consumption on or off the premises, or to drink or
11 consume any alcoholic beverages on the premises of the cafe,
12 lunchroom, restaurant, hotel dining room, or other public
13 place on Sunday after the hour of two o'clock a.m.

14 "(21) For a person under the age of 21 years to
15 knowingly use or attempt to use a false, forged, deceptive, or
16 otherwise nongenuine driver's license to obtain or attempt to
17 obtain alcoholic beverages within this state.

18 "(b) (1) Any violation of subdivisions (1) through
19 (17) of subsection (a) shall be a misdemeanor punishable by a
20 fine of not less than one hundred dollars (\$100) nor more than
21 one thousand dollars (\$1,000), to which, at the discretion of
22 the court or judge trying the case, may be added imprisonment
23 in the county jail or at hard labor for the county for not
24 more than six months for the first conviction; and, on the
25 second conviction of a violation of the subdivisions, the

1 offense shall, in addition to the aforementioned fine, be
 2 punishable by imprisonment or at hard labor for the county for
 3 not less than three months nor more than six months to be
 4 imposed by the court or judge trying the case; and, on the
 5 third conviction and every subsequent conviction of a
 6 violation of the subdivisions, the offense shall, in addition
 7 to a fine within the limits abovenamed, be punishable by
 8 imprisonment or at hard labor for the county for not less than
 9 six months nor more than 12 months.

10 "(2) Any violation of any provision of subdivisions
 11 (18), (19), (20), and (21) of subsection (a) shall be a
 12 misdemeanor punishable by a fine of not less than fifty
 13 dollars (\$50) nor more than five hundred dollars (\$500), to
 14 which, at the discretion of the court or judge trying the
 15 case, may be added imprisonment in the county jail or at hard
 16 labor for the county for not more than three months.

17 "(c) In addition to the penalties otherwise provided
 18 for a violation of subdivisions (18) and (21) of subsection
 19 (a), upon conviction, including convictions in juvenile court
 20 or under the Youthful Offender Act, the offender's license to
 21 operate a motor vehicle in this state shall be surrendered by
 22 the offender to the judge adjudicating the case for a period
 23 of not less than three months nor more than six months. The
 24 judge shall forward a copy of the order suspending the license

1 to the Alabama State Law Enforcement Agency for enforcement
 2 purposes."

3 Section 2. ~~(a)~~ In (a) (1) Subject to subdivision (2),
 4 in any wet county, the county commission, by resolution, may
 5 permit and regulate the sale of alcoholic beverages on Sunday
 6 after the hour of two o'clock a.m., for on-premises or
 7 off-premises consumption, or both, as determined by the county
 8 commission or as specified in the referendum, if applicable,
 9 by retail licensees of the Alcoholic Beverage Control Board.

10 (2) The county commission of any wet county, by
 11 resolution, may require a referendum to be held to determine
 12 whether Sunday sales of alcohol shall be permitted in the
 13 county. Upon passage of a resolution by the county commission,
 14 the county shall hold the referendum and if a majority of the
 15 voters voting thereon vote in favor of the question, then the
 16 sale of alcoholic beverages shall be permitted and regulated
 17 as specified in the referendum.

18 ~~(b)~~ In (b) (1) Subject to subdivision (2), in any wet
 19 municipality, the local governing body or as specified in the
 20 referendum, if applicable, by ordinance, may permit and
 21 regulate the sale of alcoholic beverages on Sunday after the
 22 hour of two o'clock a.m., for on-premises or off-premises
 23 consumption, or both, as determined by the local governing
 24 body, by retail licensees of the Alcoholic Beverage Control
 25 Board.

1 (2) The governing body of any wet municipality, by
2 ordinance, may require a referendum to be held to determine
3 whether Sunday sales of alcohol shall be permitted in the
4 municipality. Upon passage of a resolution by the governing
5 body, the municipality shall hold the referendum and if a
6 majority of the voters voting thereon vote in favor of the
7 question, then the sale of alcoholic beverages shall be
8 permitted and regulated as specified in the referendum.

9 Section 3. This act shall become effective on the
10 first day of the third month following its passage and
11 approval by the Governor, or its otherwise becoming law.

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Mac McClatchey

Speaker of the House of Representatives

[Signature]

President and Presiding Officer of the Senate

House of Representatives

I hereby certify that the within Act originated in
and was passed by the House 04-APR-19, as amended.

Jeff Woodard
Clerk

Senate

30-APR-19

Passed

APPROVED 5/6/19

TIME 11:25am

Kay Ivey
GOVERNOR

Alabama Secretary Of State

Act Num....: 2019-100
Bill Num...: H-168

ISOR

W. C. ...
PONSORS

HOUSE ACTION

I HEREBY CERTIFY THAT THE RESOLUTION AS REQUIRED IN SECTION C OF ACT NO. 81-889 WAS ADOPTED AND IS ATTACHED TO THE BILL, H.B. 168

YEAS 65 NAYS 22

JEFF WOODARD, Clerk

I HEREBY CERTIFY THAT THE NOTICE & PROOF IS ATTACHED TO THE BILL, H.B. _____ AS REQUIRED IN THE GENERAL ACTS OF ALABAMA, 1975 ACT NO. 919.

JEFF WOODARD, Clerk

CONFERENCE COMMITTEE

House Conferees _____

Tourism

SENATE ACTION

DATE: _____ 20__

RD 1 RFD _____

This Bill was referred to the Standing Committee of the Senate on

Tourism

and was acted upon by such Committee in session and is by order of the Committee returned therefrom with a favorable report w/amend(s) 0 w/sub 0 by a vote of yeas 9 nays 0 abstain 0

this 10th day of April 2019
Pat Harris, Chairperson

DATE: 4/10 20__

RF _____ RD 2 CAL _____

DATE: _____ 20__

RE-REFERRED _____ RE-COMMITTED _____
Committee _____

I hereby certify that the Resolution as required in Section C of Act No. 81-889 was adopted and is attached to the Bill, HB 168

YEAS 7 NAYS 0

PATRICK HARRIS,
Secretary

ORDINANCE NO. 2052

AN ORDINANCE AMENDING THE LANE PARKE PUD

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

1. **Development Standards.** The Master Development Plan and the materials submitted by the applicant, as required by Section 129-265 of the Mountain Brook City Code, as approved upon the adoption of Ordinance 1871 dated May 21, 2012 are hereby amended to include the changes specified as attached hereto.
2. **Description of Affected Property.** The property that is the subject of the rezoning approved by this ordinance is described as follows:

A parcel of land being situated in the Northeast quarter of the Northwest quarter and the Southeast quarter of the Northwest quarter of Section 8, Township 18 South, Range 2 West, more particularly described as follows:

Begin at the Southwest Corner of the Northeast Quarter of the Northwest Quarter of Section 8, Township 18 South, Range 2 West; being the Point of Beginning; thence run Northerly along the West line of said Quarter - Quarter a distance of 665.12 feet; thence right 91°-08'-04" a distance of 1325.11 feet; thence right 88°-58'-55" a distance of 74.22 feet; thence right 37°-49'-05" a distance of 736.41 feet; thence right 52°-46'-30" a distance of 62.37 feet; thence right 00°-14'-22" a distance of 179.92 feet; thence left 90°-58'-32" a distance of 355.39 feet; thence right 88°-43'-29" a distance of 24.53 feet; thence left 87°-29'-35" a distance of 139.13 feet; thence right 89°-27'-49" a distance of 14.61 feet; thence left 117°-30'-00" a distance of 175.92 feet; thence right 84°-32'-17" a distance of 46.85 feet; thence tangent to a curve to the left having a radius of 1243.26 feet and a central angle of 9°-20'-05" along the curve an arc distance of 202.55 feet; thence right 62°-49'-52" from the tangent of said curve a distance of 329.33 feet; thence tangent to a curve to the left having a central angle of 18°-00'-50" and a radius of 66.12 feet an arc distance of 20.79 feet; thence left 2°-03'-01" to the tangent of a curve to the left having a central angle of 34°-34'-36" and a radius of 60.77 feet, an arc distance of 36.67 feet; thence continue from the tangent of said curve a distance of 45.64 feet; thence right 90°-00'-00" a distance of 119.49 feet; thence right 33°-25'-36" a distance of 245.11 feet; thence right 0°-00'-42" a distance of 377.82 feet to the Point of Beginning.

Said Parcel contains 27.59 acres more or less.

3. **Repealer.** All ordinances or parts of ordinances heretofore adopted by the City Council of the City of Mountain Brook, Alabama that are inconsistent with the provisions of this ordinance are hereby expressly repealed.
4. **Severability.** If any part, section or 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.
5. **Effective Date.** This ordinance shall become effective immediately upon adoption and publication as provided by law.

[Signature page follows]

ORDINANCE NO. 2052

AN ORDINANCE AMENDING THE LANE PARKE PUD-CONTINUED

ADOPTED: This 12th day of August, 2019.

Council President

APPROVED: This 12th day of August, 2019.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook,, Alabama, hereby certify the above to be a true and correct copy of an ordinance adopted by the City Council of the City of Mountain Brook, Alabama at its meeting held on August 12, 2019, as same appears in the minutes of record of said meeting, and published by posting copies thereof on August 13, 2019, at the following public places, which copies remained posted for five (5) days as required by law.

City Clerk

2052



Steve Boone <boones@mtnbrook.org>

FW: P-19-20

1 message

Sam Gaston <gastons@mtnbrook.org> Fri, Aug 9, 2019 at 7:33 AM
To: VIRGINIA C SMITH <wood967@icloud.com>, Billy Pritchard <BillyP@pm-j.com>, stewart@welchgroup.com, Lloyd Shelton <lcs@borlandcpa.com>, Phil Black <Phil@bgrouparch.com>
Cc: Steve Boone <boones@mtnbrook.org>

FYI.

Sam S.Gaston

City Manager

City of Mountain Brook, AL.

56 Church Street

P.O. Box 130009

Mountain Brook AL. 35213

(205) 802-3803 Phone

(205) 870-3577 Fax

From: Patrick Darby [mailto:pdarbybhm@gmail.com]
Sent: Thursday, August 08, 2019 9:55 PM
To: gastons@mtnbrook.org
Cc: wcolvin@bishopcolvin.com; alice.womack@oakworthcapital.com; carolinedarby@aol.com
Subject: P-19-20

Sam, I have spoken in order to Whit Colvin, Lloyd Shelton and Alice Womack about the application to amend the Lane Park PUD, currently scheduled for a vote by the City Council on Monday, August 12. They suggested I put my concerns in writing for you to circulate to the full City Council and include in the record of the City Council meeting. Please include this email in the information packet considered by the Councilors.

I have reviewed the application, the traffic study attached to the application in support of the amendment, and the minutes of the Planning Commission meeting that passed the amendment for consideration by the City Council.

Although I have several concerns about the application, I will confine my comments to the inadequacy of the traffic study, which in my view is a sufficient basis for denying the application.

I bring these flaws to the attention of the City Council because the minutes of the Planning Commission do not reflect any discussion of various substantive weaknesses in the traffic study.

As I understand the PUD, the proposed uses are not authorized unless supported by a traffic study. The traffic study does not support the suggested uses; therefore the amendment should fail.

Without limitation, the traffic study has the following flaws on its face:

1. The study does not provide a methodology or information regarding the size of its data set or its applicability to the current project. The projections are conclusory and are not supported by relevant evidence or a recognized analytical approach. The entire study is couched in the passive voice—"the data ... can be statistically analyzed to yield the following:" "it is projected that the queue would exceed the storage;" etc.—with no explanation of how "statistical analysis" results in the conclusion offered or who, what, how or by what standard or methodology the projection or conclusion was formed. I could look at the same data and form a different projection or conclusion that would be just as valid.
2. Although the language is not clear, the traffic study seems to assume that one drive through will be a coffee shop and one drive through will be a fast-casual restaurant, but does not explain why it assumes these uses for purposes of the study. The proposed amendment does not appear to be limited to those uses. Obviously, the study provides no support whatsoever for any use other than a coffee shop or a fast-casual restaurant and therefore, on its face, does not support any other use. Nor are the terms defined.
3. The study provides no information regarding suitability of the locations that serve as comparables. The study seems to concede that locations in Kansas and Minnesota are not valid comparables, but assumes locations in Trussville and on Montclair Road are valid. The Council has no information to test this assumption, including, without limitation, whether the volume of traffic at these locations is similar, or whether the street configurations are similar. The layout of Mountain Brook Village is unique, and the traffic congestion is unusually acute. There is no basis to assume the queue lengths at coffee stores or restaurants in Trussville or on Montclair Road provide useful information about how queues will form in Lane Park or will affect traffic in the streets. I am not familiar with the Trussville location, but clearly the traffic patterns in Mountain Brook Village are far more complicated and more stressed than the traffic on Montclair Road. I see no basis to assume the comparables are valid.
4. The study does not present any basis for the statistical significance of the data it relies on, including, without limitation, the methodology for defining scope. The charts are labeled "Weekday" at particular timeframes, but do not disclose how many days were tested, or how many days would be required for a statistically sound sample. A reasonable inference is that the study relies on one day of data at each location. If so, one day of data is insufficient for any sort of statistical analysis. Even if multiple days are included, the Council lacks relevant information on how those days were selected, whether the sample includes holidays, school days, vacation days, and incorporates other variables such as seasonality and weather.
5. The study does not explain why it relies on two coffee shops and one fast-casual restaurant for its data. Appraisers usually rely on three comparables at least to compare real estate prices (and go to great lengths to identify and explain methodology and why each comparable is similar to the subject property). A more useful amount of data is readily available by surveying several locations rather than one or two. The study does not explain why these locations were selected, why more locations were not selected, and whether data from other locations was considered. According to the minutes, the Planning Commission did not ask any questions about these factors, or whether the author of the study collected data from other locations that it omitted from the report, and if so why.
6. Even with these flaws, the study concludes that we should expect traffic disruption from the drive throughs at various points in the day for three to six minutes. There is no explanation or methodology described for

applying the data at other locations to reach such precise conclusions for this location. The study characterizes these disruptions as “minor” but provides no basis for that assessment and no scale to explain what “minor” disruptions would entail or the effect that they would have.

7. The study concludes, “It is projected that the drive-through for the Fast-Casual Restaurant would *never* impact traffic flow on Culver Road” (emphasis added). Such a projection is patently suspect and without basis. It establishes only that the projection does not assume reasonable and foreseeable mishaps and bottlenecks that would cause cars to back up did to a delay service at the restaurant or a spike in customer traffic. Reasonably foreseeable events are myriad and include such common occurrences as an accident, equipment failure, or staff shortage at the restaurant, a stalled car at the drive through window, or any of a variety of common events that would increase customer traffic to levels high above the mean. It is not possible to say things like this “never” happen, because things like this always happen, sooner or later. In fact, they are more common than not. Although any one of the examples may never happen, some one thing of similar effect is bound to happen. This is a fundamental principle of probability and statistical modeling that the study ignores. The most study tells us is that nothing like this happened at the one fast casual restaurant they sampled at the particular time they happened to look. There is not an adequate basis for the Council to rely on the projection. In addition, there is no analysis of what would happen to traffic if an unusually long queue happens to form and does affect traffic on Culver Road. To be clear, I do not suggest the Council should preclude all zoning decisions on the grounds that unpredictable things happen. Rather, I am pointing out that an unstated assumption that unpredictable things never happen undermines the credibility of this study.

8. The last two points suggest the most salient failure of this study—it says nothing about the traffic in the subject location. There is no analysis of current traffic patterns and congestion in Mt. Brook Village. The study concludes there will from time to time be six minute delays, but is silent on what the effect will be. Traffic delays compound as cars back up. Six minutes for the first car in the jam translates into ten minutes for the car at the back of the jam. It is reasonable to assume six minute delays will affect cars at significant distances as they try to clear traffic signals and turn into traffic. A useful traffic study would consider what happens when one of these jams form, which the study concedes is inevitable. The Council has no information on what that actually means to people trying to get through the Village on their way downtown or to MBE when one of these six minute delays occur. Anyone who has driven through the Village since this project started reasonably will conclude that a six minute delay on Culver Road could create gridlock that will rapidly expand through the crowded and crooked streets of the Village, back up into the adjacent neighborhood, cause people to miss lights, complicate turns. Ordinary observation makes evident that traffic jams expand and take a very long time to clear at the margins. A traffic study should focus on how that will work before the Council votes to change this project, or to change the streets with different striping or expansion. The report provides no relevant analysis.

9. The Planning Commission noted that disruptions are most likely to occur at 7:15 (per above, there is no basis for this conclusion), which is before most businesses open. The fact that most businesses open later is less important than the fact that 7:15 is well within the morning rush hour, when people are trying to get to work downtown, and very close to the time when cars come through to get their kids to school. That is more relevant than whether businesses are open.

10. The fact of delays should be the starting point for such a study, not the end point. Given that the applicant stipulates there will be delays, the key question is what effect these delays will have on traffic congestion, which is already a very big problem. So far as I can tell, the Council has no information before it on this point, which is the essential point.

11. The study is silent on the effect of drive throughs on pedestrian traffic. The appeal of the Village to pedestrians is one of its strongest features. I am not aware that we've previously had drive throughs in the 30 years I have lived near the Village. The area presently enjoys heavy use by young families with small children, unsupervised schoolchildren, the elderly, and people with dogs. We are entitled to presume drive throughs will affect that environment negatively. Drive throughs are inherently antagonistic to pedestrians because they encourage drivers to idle and stay in their cars rather than park their cars and become pedestrians. Nobody wants to dodge cars lined up for fast food while trying to walk a dog and a baby stroller down the sidewalk. Such a significant zoning change deserves close scrutiny and should place a high burden of proof on the applicant.

In sum, the study is pro forma. It is not evidence of anything. The Council is not a court of law and the rules of evidence do not apply, but they are a helpful tool to determine the probative value of the study. I urge the Council not to approve further traffic disruption and congestion based on this study. The application stipulates there will be traffic disruption but provides no analysis of the effect. This issue deserves adequate study and analysis before we further complicate the traffic situation in this critical area of the City.

Thank you.

Patrick Darby

3115 Overhill Road

Cc: Whit Colvin, Alice Womack (I do not have Lloyd's email address)

Sent from my iPad



Planning Commission Application PART I

Project Data

Address of Subject Property 2655 Lane Parke Rd, 900 Jemison Ln,

1000 Jemison Ln
Zoning Classification Lane Parke PUD

Name of Property Owner(s) EVSON, INC., et al.

Phone Number 205 960 4428 Email john@evsoninc.com

Name of Representative Agent (if applicable)

mel mcElroy, Maynard, Cooper + Gale, P.C.

Phone Number _____ Email _____

Name of Engineer or Surveyor Jeff Slaton, Goodwyn, Mills + Cawood, Inc.

Phone Number 205-879-4462 Email jslaton@gmcnetwork.com

- Property owner or representative agent must be present at hearing

Plans

- See applicable Section of the Zoning Ordinance for submittal requirements pertaining to your particular application. Applicable Code Section may be found in Part II, list of application types. Contact City Planner with any specific questions as to required plans submittal.

LANE PARKE
Mountain Brook Village

PUD AMENDMENT APPLICATION

The Project Owner previously submitted an application for the re-zoning of the Property from Local Business District and Residence D District to a Planned Unit Development District in accordance with Article XVI of the City Code, which application was, following public hearings, approved by the City Council upon the adoption of Ordinance 1871 dated May 21, 2012 (as amended from time to time, the "Approved PUD"). All capitalized terms not otherwise defined herein shall have the meanings given to them in the Approved PUD.

The current owners of the Property subject to the Approved PUD are hereby submitting an application to the Planning Commission and the City Council (the "PUD Amendment Application") for the approval of certain amendments to the Approved PUD, which will provide an alternate Drive Through and Access Plan for Parcel 5 in the Approved PUD. Specifically, the owners request that the Approved PUD be amended by replacing the Table of Contents and pages 16 and 97 and of the Approved PUD with the changed pages, and by adding a new Appendix G to the Approved PUD, each as set forth in Exhibit "A" attached hereto. The names and addresses of all property owners whose property lies within 500 feet of Parcel 5 of the Property, as certified by Stewart Title Guaranty Company, are listed on Exhibit "B" attached hereto.

Accordingly, the owners hereby submit the information included herein to the City pursuant to the application requirements of Article XVI of the City Code in order to amend the Approved PUD.

P-19-20

Petition Summary

Request for approval of an amendment to the Planned Unit Development (PUD) for Lane Parke.

Analysis

The proposed PUD amendment has 3 prongs:

1. To amend the Traffic & Access Plan to allow alternate drive-thru locations (especially adding one to Block 8).
2. To amend the Base Zoning Standards to allow 4 drive-thrus instead of 3.

Planning Commission Recommendation

At its meeting of July 1, 2019, the planning commission recommended approval of the proposed drive-thru amendment (P-19-20), with a condition that the language be tightened up with regard to specific proposed tenant types and specific locations within Lane Parke. Language has been added to require a traffic/queue analysis and city council approval for each and every proposed drive-thru in the project; every time a new tenant drive-thru is proposed in future.

Traffic Study of Drive-Through Queue

Proposed Coffee Shop (Block 10)

The proposed drive-thru lane that is to access a coffee shop (Block 10) has the capacity to store nine vehicles. At the bottom of Page 5 (Skipper Queue Study), based on a Skipper study of a Starbucks in Trussville, it is anticipated that the queue for the proposed coffee shop would exceed the nine-queue storage available for 6 minutes per day, as follows:

- The queue will exceed storage by one vehicle for three (3) minutes
- The queue will exceed storage by two vehicles for one (1) minute
- The queue will exceed storage by three vehicles for one (1) minute
- The queue will exceed storage by four vehicles for one (1) minute

If the queue exceeds the nine car available queue storage, vehicles will interfere with the flow of traffic on Jemison Lane.

Proposed Fast Casual Restaurant (Block 8)

The proposed drive-thru lane that is to access a fast-casual restaurant (Block 8) has the capacity to store two vehicles. Charts on Pages 5 and 6 of the Skipper Queue Study indicate frequent excesses of the 2-car queue storage limit throughout the day (between 4-6 cars in the queue). At the bottom of Page 6, the study indicates that no queue is expected to impede traffic on Culver Road.

However, if the queue exceeds the two car available queue storage, vehicles will interfere with the use of on-site parking (behind the Ray & Poynor building) and it would seem

that there is at least some unknown risk a queue could impede traffic flow on Culver Road.

Affected Regulation

Article XVI, Planned Unit Development District; Section 129-266, Additional Requirements and Provisions

Appends

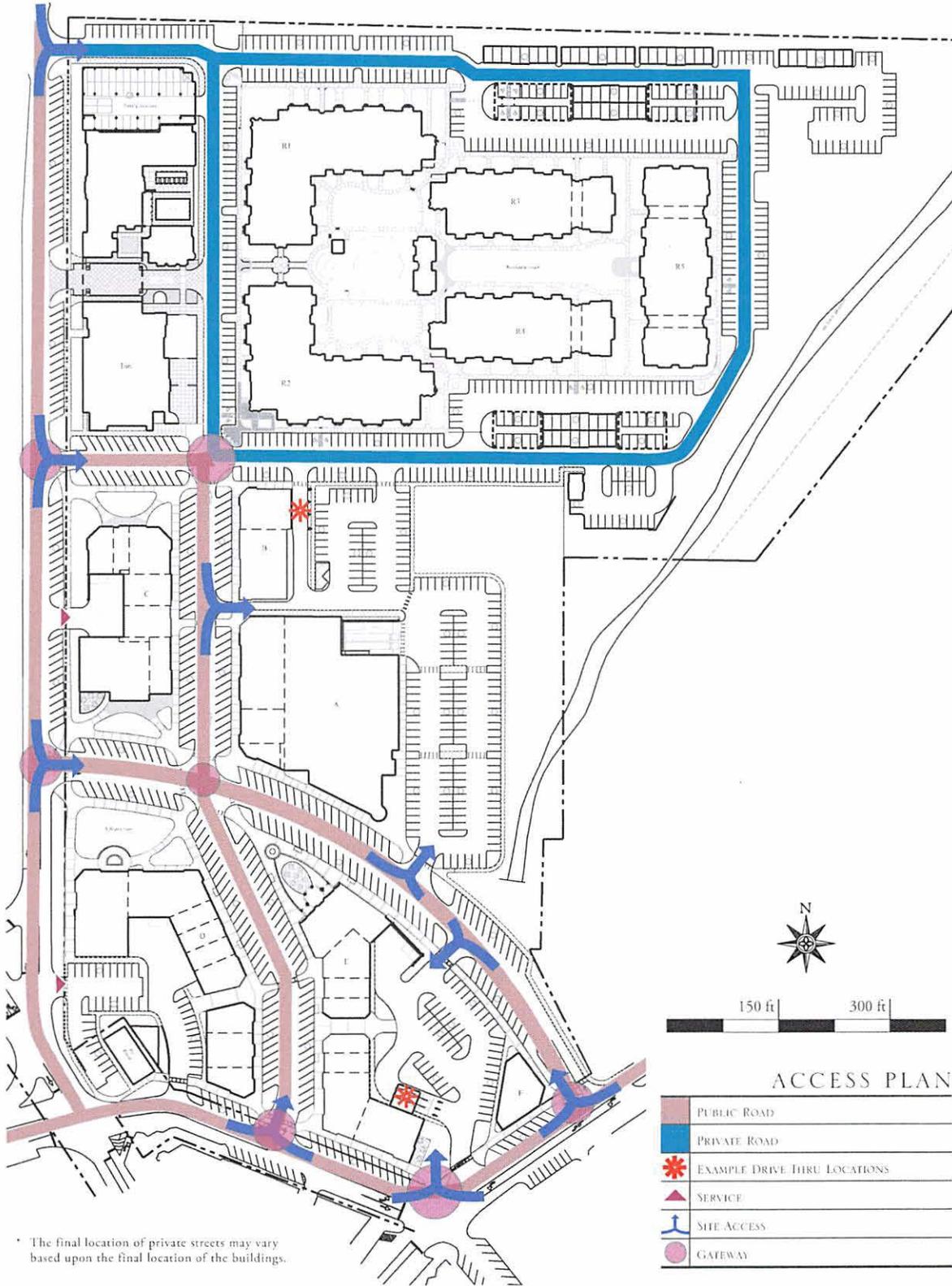
LOCATION: 2655 Lane Parke Road

ZONING DISTRICT: Planned Unit Development

OWNER: Evson, Inc.

PARKING, ACCESS AND TRAFFIC PLAN

* UPDATED FOR CONSISTENCY WITH ITERATIVE PLAN



* The final location of private streets may vary based upon the final location of the buildings.





Lane Park

MOUNTAIN BROOK, ALABAMA

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BASE ZONING DISTRICT STANDARDS

REQUIRED LOT WIDTH & MINIMUM LOT DEPTH			
Free-Standing	60' width	Not Applicable	Lane Parke will be divided into Parcels as identified on Page 3 of this PUD Application. The Design Standards and Illustrative Master Plan contemplate buildings and structures being oriented with respect to such Parcels, so minimum lot widths and depths are not necessary.
Street-Front	25' width		
Residential	60' width; 100' depth		
STREET WALL			
Street-Front	Street wall to cover 90-100% of a lot	Not applicable to drive aisles and access points to any structured parking	To allow for efficient vehicular travel and convenient access to parking within the Lane Parke Plan.
Residential	Street wall to cover 65-100% of a lot	Not Applicable	To allow for greater spacing between buildings, and to provide a center courtyard for the addition of green space and amenities.
PRIMARY ENTRANCES			
Primary Entrances	One (1) primary entrance to be located every 50' of street frontage on Primary Frontages	Exceptions permissible with respect to tenants occupying in excess of 4,000 square feet of space that require single point entry	To accommodate the requirements of larger tenants in the Lane Parke Plan.
FACADE PROJECTIONS			
Free-Standing	Bay windows and balconies may extend up to 5' from the facade, but may not extend over front building line.	Bay windows and balconies may extend up to 3' over the front building line.	To allow for more variation on buildings that preserve a tight street edge.
PARKING, VEHICLE AND PEDESTRIAN ACCESS STANDARDS			
Parking Quantity	Retail-5 per 1,000; Service-5 per 1,000; Office-4 per 1,000; Residential-2 per dwelling unit plus visitor spaces	Parking quantity and access will be implemented in accordance with the Parking, Access and Traffic Plan included in Section 13 of this PUD application	Parking quantities incorporate shared use reductions, as allowed by the Village Overlay Standards.
Parking Design	Parking for all residential uses shall be located in the rear of any residential building, and no parking shall be permitted in any front yard or side yard; allowance for visitor parking in front of any building if located on - street and available for public use	Parking design for the Residential Use Area will be implemented in accordance with the Parking, Access and Traffic Plan included in Section 13 of this PUD application, which does not forbid parking in front or side yards	This will allow for multiple, yet smaller and more discreet, parking fields and is necessary to provide a center courtyard for the addition of green space and amenities. The location of the Residential Buildings away from the commercial core of Lane Parke and the Village mitigates the aesthetic impacts of parking areas within front and side yards.
Vehicle Access Limitations	Vehicle access to all lots shall be limited according to frontage type on the applicable Building and Development Regulating Plan	The limitation on vehicle access to buildings for both Primary and Secondary Frontages shall not apply to drive aisles and access points to any structured parking, as generally depicted in the Illustrative Master Plan	To allow for efficient vehicular travel and convenient access to parking within the Plan, so service areas will be located in accordance with the Parking, Access and Traffic Plan in Section 13 of this PUD Application.
Drive-through Facilities	Drive-through facilities may be permitted only where ingress and egress is provided from a Secondary or Access Street as identified in the Master Plan	Drive-through facilities shall be permissible in four (4) three (3) locations in accordance with the Design Standards	The Design Standards comply with the spirit of the Village Overlay Standards but specific streets in the Lane Parke Plan vary from the layout in the Village Master Plan. The drive through locations are supported by traffic studies.
SERVICE YARDS			
Service Yards	Residence G Standards and Local Business District Standards require service yards to be located at the rear of the buildings and specify size and material requirements	Does not require service yards to be at the rear and dictates that service yards be screened from view (see Design Standards)	Some of the buildings in the Lane Parke Plan do not have a rear yard and will have streets on all sides. Accordingly, service areas shall be located in accordance with the Parking, Access and Traffic Plan and screened in accordance with the Design Standards.
MATERIAL SPECIFICATIONS			
Standards	All buildings shall have one primary material covering at least 70% of building facades	The primary material for Residential Buildings may consist of less than 70% coverage of the building facades	To break up the scale of this larger (up to 4-story) building type.
Building Materials	Primary Materials and Secondary Materials do not include the use of painted brick	Allows for the use of painted brick	To provide greater variety without compromising the aesthetic of Mountain Brook Village.
SIDEWALK WIDTH			
Sidewalk Width	Sidewalks on primary streets shall be 8-12' wide	The sidewalk on the section of Lane Parke Road north of Park Lane Court South shall be 6' minimum	This sidewalk will not support retail traffic and will serve as a transition to residential areas north of Lane Parke.

Additional notes:

- Utilities. The Building Typology requirements do not apply where utility easements and drainage/floodway easements prohibit the ability to conform.
- Ray Building. To the extent the Ray Building does not comply with the Village Overlay Standards, the Local Business District requirements or the Design Standards in any respect, no alterations to the Ray Building shall be required and the Ray Building may remain as currently constructed as a legal non-conforming structure. Any future material exterior alterations or renovations to the Ray Building shall conform to the appropriate Architectural Style set forth in the Pattern Book.
- Design Standards. The Design Standards are hereby incorporated herein by reference and any provisions thereof not expressly identified above that deviate from the Village Overlay Standards, the Residence G Standards or the Local Business District regulations shall be permissible. To the extent any provisions of the Design Standards are inconsistent with the provisions of the Village Overlay Standards, the Residence G Standards or the Local Business District regulations, the Design Standards shall control.
- Parking Design. The requirements related to Parking Design shall not apply, as parking and access will be implemented in accordance with the Parking, Access and Traffic Plan included in Section 13 of this PUD Application.



DRIVE THROUGH FACILITIES

Drive through facilities may be designed and constructed as amenities to first floor retail or commercial space in the following locations as shown in the Parking, Access and Traffic Plan or in the Alternate Drive Through and Access Plan: (i) within parcel 10, (ii) within parcel 8, and (iii) within parcel 5; (i) within Parcel 10 and (ii) within Parcel 5 along Park Lane Court South; provided however, that such drive through facilities may only service the following uses each being referred to individually as a "Drive Through Use Category": (i) banks/financial institutions, (ii) pharmacies (including pharmacies ancillary to another primary use), (iii) dry-cleaners, (iv) coffee shops and (v) specialty food related concepts not included within the fast-food restaurant category such as bakeries, delicatessens and stores offering the sale of ice cream, yogurt and/or smoothies. Fast-food restaurant uses may not utilize drive through facilities.

Prior to constructing any drive-through facilities, the Project Owner shall submit to the City Council a study prepared by a reputable traffic engineer (a "Stacking Study") concluding that the stacking of vehicles for a particular Drive Through Use Category in a particular location will not have a material adverse impact on traffic and circulation within the Project and on any adjacent public roads. The Project Owner shall be permitted to construct a drive-through facility with respect to a particular Drive Through Use Category and location upon receipt of written approval from the City Council based on the City Council's reasonable approval of the Stacking Study for such particular Drive Through Use Category and location.

The size and design of buildings and storefronts may vary from the sizes and designs shown in the Illustrative Master Plan and in the Parking, Access and Traffic Plan to accommodate the inclusion of or changes to drive-through facilities as permitted by these Design Standards.

DESIGN REVIEW

In connection with the preparation of schematic design documents for any building(s), the Project Owner shall submit to the zoning officer (as defined in the City Code) schematic design drawings (site plan, floor plans and elevations of the buildings therein) ("Preliminary Plans") for review and comment relative to compliance with the Design Standards. The zoning officer shall have the right to consult with the Design Committee for guidance on whether the Preliminary Plans comply with the Design Standards. Upon

written request of the zoning officer, the Project Owner shall present the Preliminary Plans to the Design Committee at a regularly scheduled meeting of the Design Committee and cooperate with any subsequent inquiries of the Design Committee. The zoning officer will notify the Project Owner in writing within 30 days of the last to occur of the submittal of the Preliminary Plans or the Project Owner's presentation to the Design Committee if said Preliminary Plans do not comply with the Design Standards, which written notice shall include a description of why the Preliminary Plans are not in compliance with the Design Standards.

Prior to commencing construction on any building within Lane Parke, the Project Owner shall apply for a building permit in accordance with the requirements of Section 109-40 through Section 109-46 of the City Code. The zoning officer shall have the right to consult with the Design Committee to determine if the final plans for any building comply with the Design Standards.

The provisions of the foregoing two (2) paragraphs shall be referred to herein as the "Design Review Process").

DESIGN REVIEW — SIGNAGE AND AWNINGS

The Project Owner shall submit a final signage plan (based upon the Signage Plan included in Section 12 of this PUD Application) to the Design Committee for review and approval as a Master Sign Plan in accordance with the requirements of Section 121, Division 3, of the City Code and each business within Lane Parke, prior to erecting any signs or awnings, shall submit an application for a sign permit in accordance with the requirements of Section 121, Division 2, of the City Code.

TRAFFIC AND ACCESS

The plan of traffic and access for Lane Parke shall be as more particularly set forth herein in this Section 13 (the "Traffic and Access Plan"). The traffic and access improvements constructed in connection with the Lane Parke Plan shall be in accordance with the Traffic and Access Plan or the Alternate Drive Through and Access Plan.

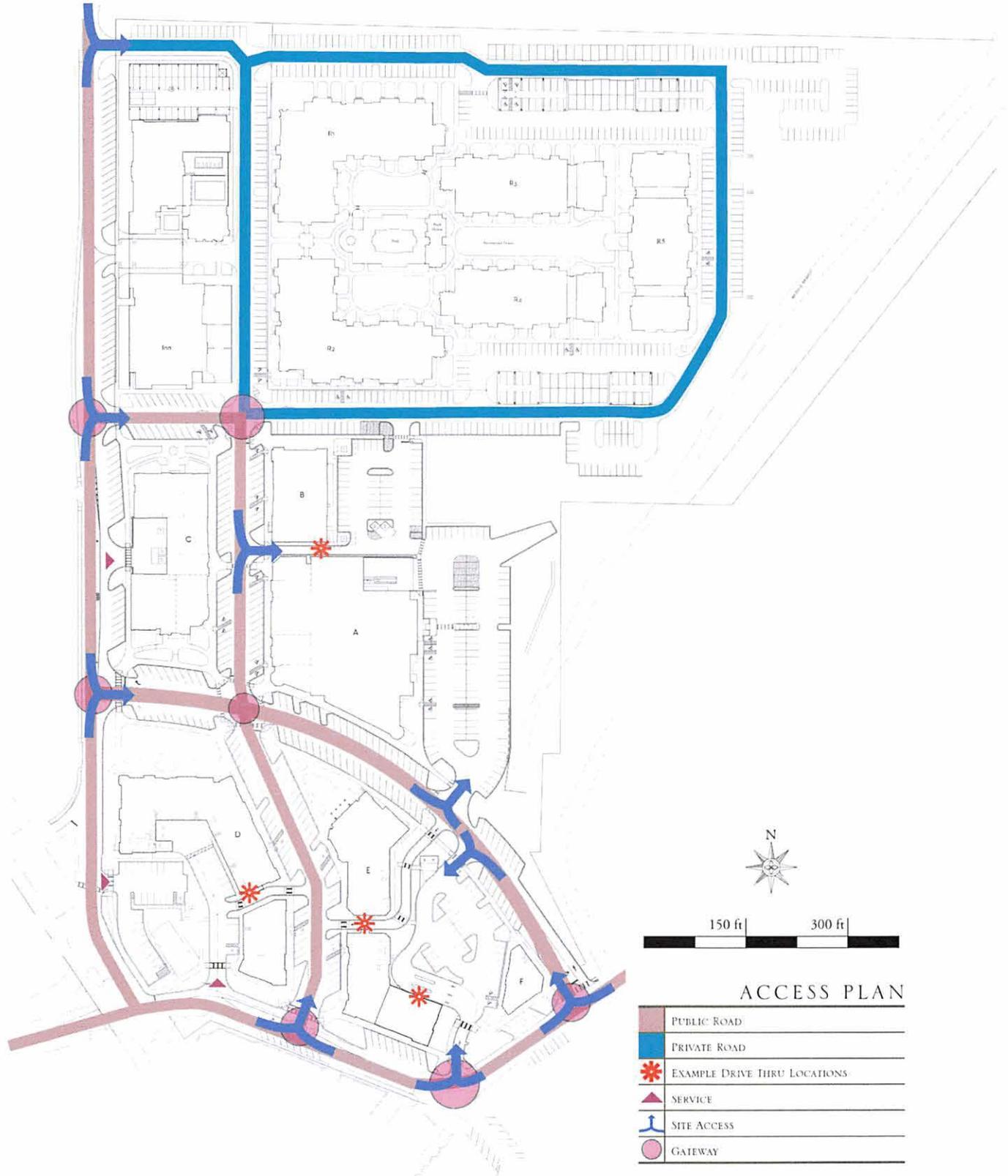
The Traffic and Access Plan has been prepared in accordance with the recommendations of a Traffic Impact Study prepared by Skipper Consulting, Inc, a leading regional traffic consultant, a copy of which has been submitted with this PUD Application as Appendix B (the "Traffic Impact Study").

The Traffic Impact Study recommends that the following improvements be constructed to better service the traffic demands resulting from the uses and improvements to be included within Lane Parke (collectively, the "Traffic Improvements"):

- Widen Lane Park Road to a three lane cross section from the intersection of Cahaba Road/Culver Road/U.S. Hwy. 280 ramps for approximately 440 feet northward (including turn bay storage, turn bay taper, and transition taper).
- Widening of Culver Road to a three lane cross section.
- Restriping Montevallo Road to provide a left turn lane into the site access.
- Modifying the traffic signal at the intersection of Cahaba Road/Lane Park Road/Culver Road/U.S. 280 Ramps to provide a protected-permissive left turn arrow for traffic turning left from the U.S. 280 ramp northbound onto Cahaba Road and Lane Park Road.

In accordance with the recommendations of the Traffic Impact Study, the Traffic Improvements shall be constructed and/or implemented.

APPENDIX G: ALTERATE DRIVE THROUGH AND ACCESS PLAN



Proposed PUD

DRIVE-THROUGH QUEUE TRAFFIC STUDY

Lane Parke PUD

Mountain Brook, Alabama

Prepared for:

Evson, Inc.

2621 Lane Park Road
Mountain Brook, Alabama 35223



SIGNED: *Richard Lyn Caudle*

DATE: 6/10/19

Prepared by:

Skipper Consulting, Inc.

3644 Vann Road, Suite 100
Birmingham, Alabama 35235

June 10, 2019

Introduction

This report documents a traffic analysis to support a change in PUD use for the Lane Parke PUD in Mountain Brook, Alabama, in order to allow construction of two uses with drive-through windows. One shop is proposed to be a Coffee Shop, and the other is proposed to be a fast-casual restaurant (not fast food). The proposed shop locations within the PUD and orientation of the drive-through lane is shown in Figure 1.

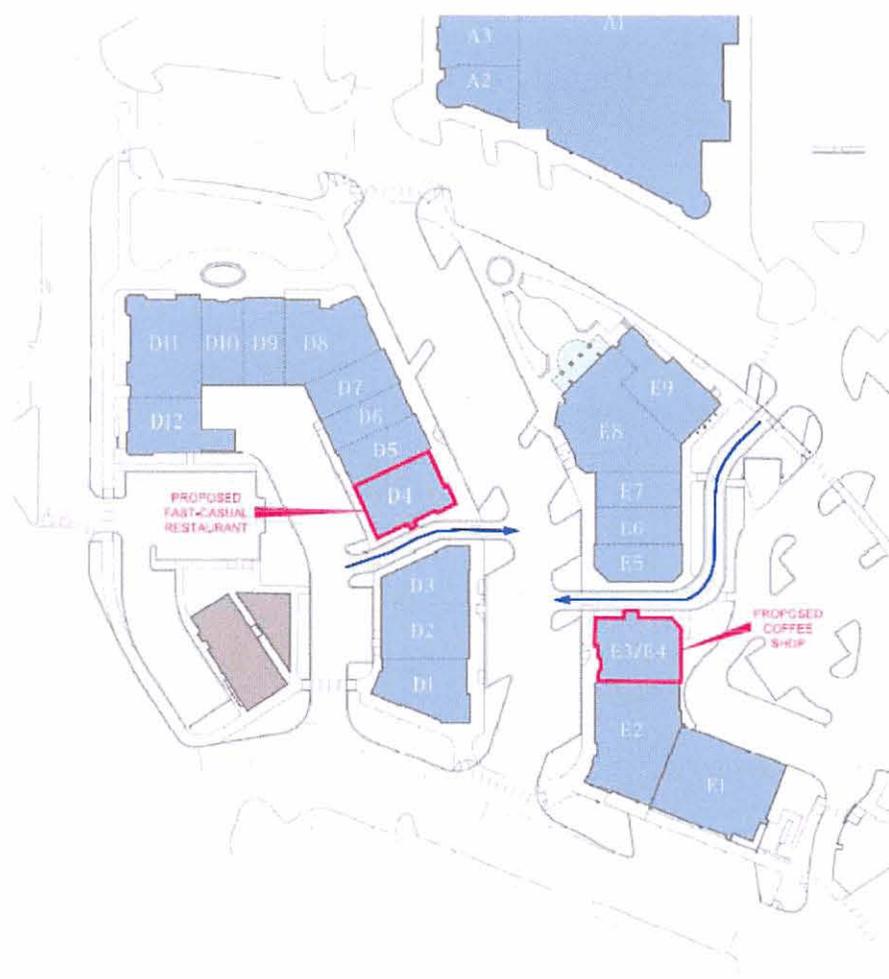


Figure 1. Drive-Through Locations

Drive-Through Storage

The drive-through lane for the Coffee Shop has the capacity to store approximately nine (9) vehicles beginning at the window before the queue begins to block traffic flow on Jemison Lane. The drive-through lane for the Fast-Casual Restaurant has the ability to store two (2) vehicles beginning at the window. Another five (5) vehicles can be stored in the parking area along the rear of shops D1, D2, and D3 before the queue begins to block traffic flow on Culver Road.

Existing Queue Length Studies

Existing studies for drive-through queues for Coffee Shops are limited to one report containing maximum queue lengths for six Coffee Shops located in Minnesota and Kansas. The data in the report is limited to reporting the maximum observed queue during a 24-hour period. A graphical depiction of the data is shown below.

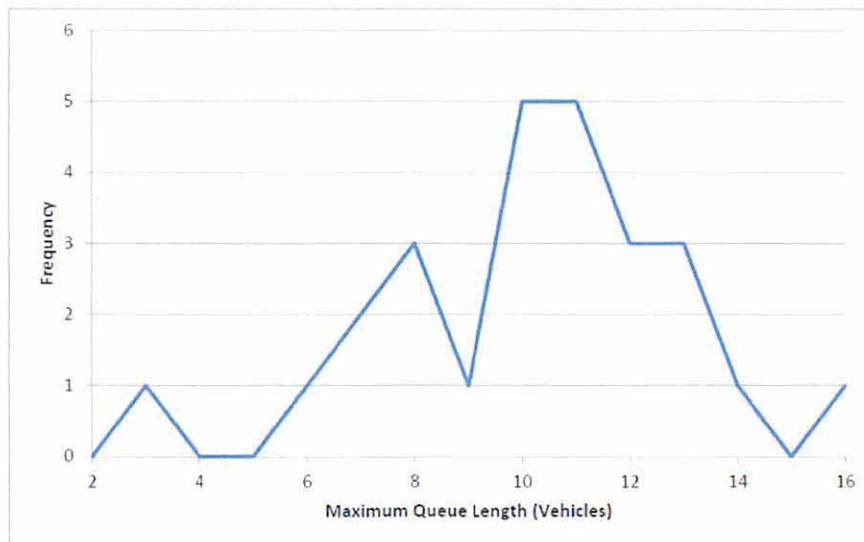


Figure 3.3.2 – Drive-Through Coffee Shop Maximum Queue Frequency – MN + KS Data
Source: *Drive-Through Queue Generation*, Mike Spack, P.E., et al

The data collected in Minnesota and Kansas can be statistically analyzed to yield the following:

- Average Maximum Queue – 10.2 vehicles
- 85th Percentile Queue – 13 vehicles
- Maximum Queue – 16 vehicle

No existing studies for drive-through queues for Fast-Casual Restaurants were located in literature search.

New Queue Length Data Collection

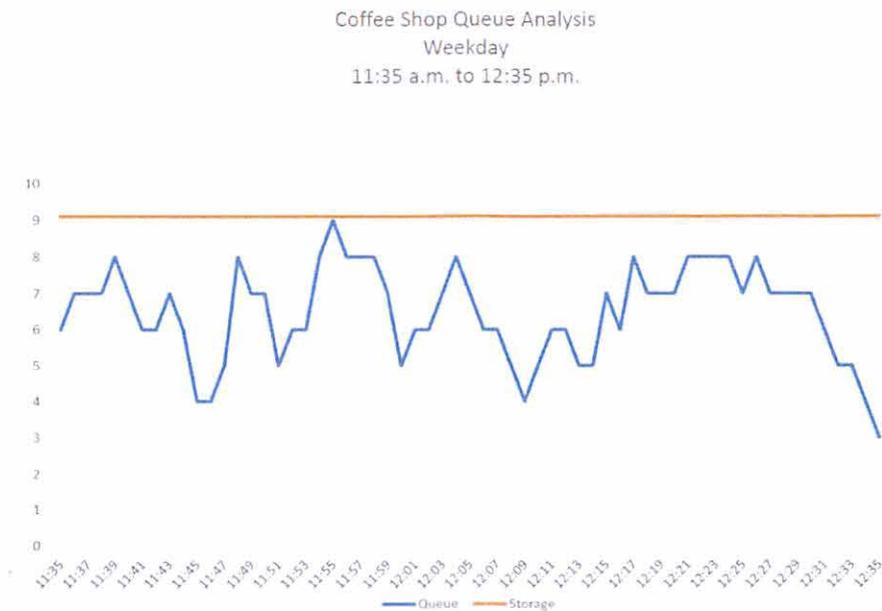
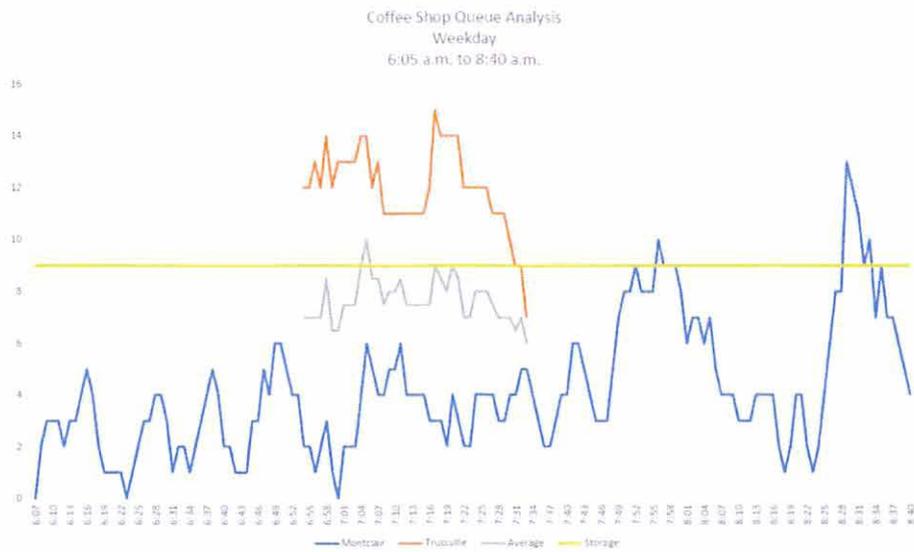
Existing queue length studies available were determined to be insufficient for the purposes of this report. In order to provide a complete picture of the queues, not only the length of the maximum queues must be determined, but also the duration (in minutes) of any queues which exceed the storage available needs to be known in order to make sound decisions regarding the proposal. Therefore, in order to provide a complete picture of queue lengths, Skipper Consulting, Inc. undertook new research to determine queue lengths for drive-throughs for Coffee Shops and Fast-Casual Restaurants. The sites selected for detailed data collection were:

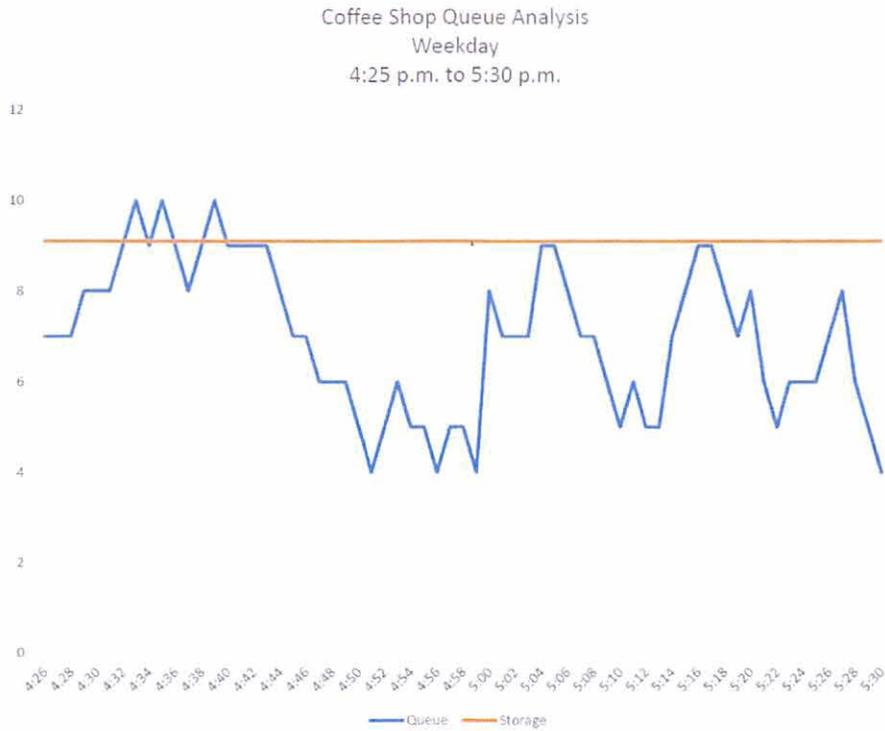
- Coffee Shops
 - Starbucks on U.S. Highway 11 in Trussville

- Starbucks on Montclair Road in Birmingham
- Fast-Casual Restaurant
 - Panera Bread on U.S. Highway 11 in Trussville.

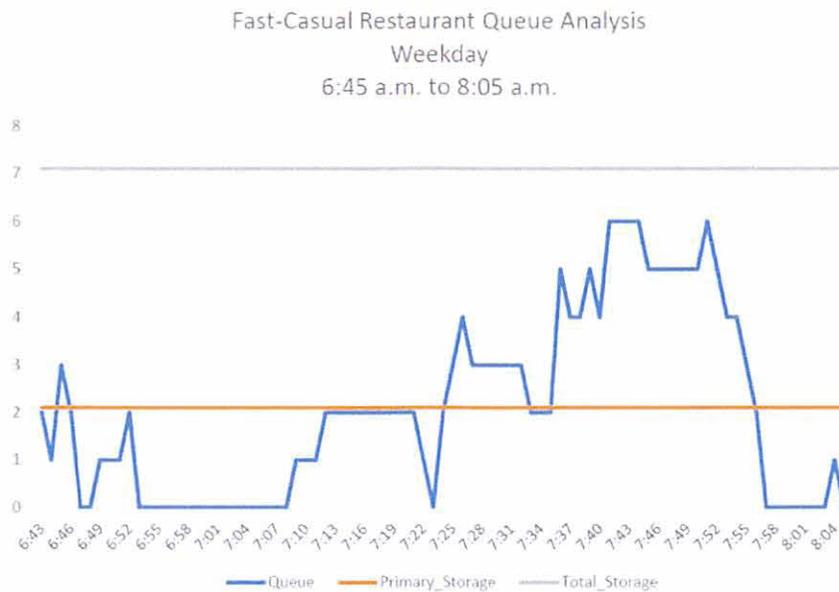
Data collection was performed by observing the queues during the morning, midday, and afternoon peak periods, with the queue data collected minute-by-minute. The results of the queue length data collection are depicted in the following graphs.

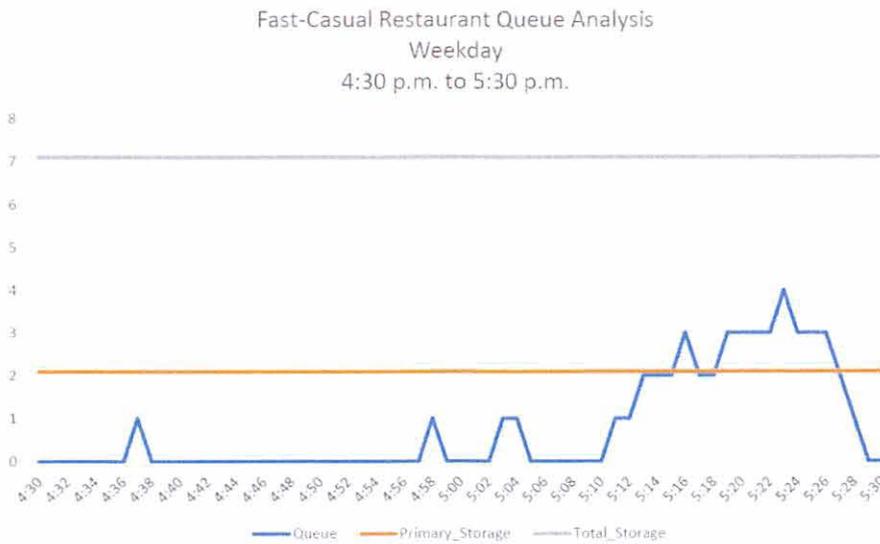
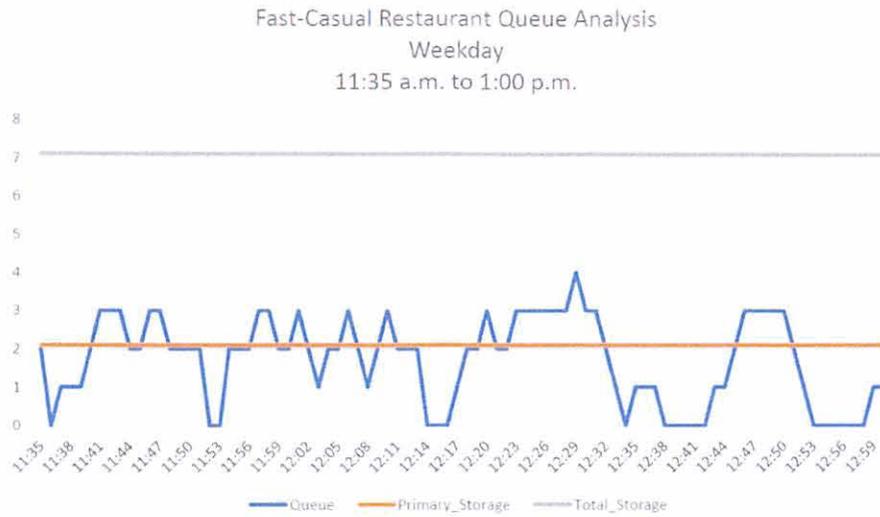
COFFEE SHOP QUEUES





FAST-CASUAL RESTAURANT QUEUES





Analysis of Queue Lengths

Coffee Shop

The longest queues (both in length and duration) for the Coffee Shop is during the morning peak period. Based on the data collected, it is estimated that the queue for the proposed Coffee Shop will exceed the available storage of nine (9) vehicles for six (6) minutes during the morning peak period. More specifically,

- The queue will exceed storage by one vehicle for three (3) minutes
- The queue will exceed storage by two vehicles for one (1) minute
- The queue will exceed storage by three vehicles for one (1) minute
- The queue will exceed storage by four vehicles for one (1) minute

During the midday peak period, it is projected that the queue will never exceed the storage. And during the afternoon peak period, it is projected that the queue will exceed the storage for three (3) minutes, with the storage exceeded by one (1) vehicle during those three (3) minutes.

Or, in other words, there is would be projected to be minor disruption to traffic flow on Jemison Lane for six (6) minutes each weekday, with the possibility of both directions of traffic flow being disrupted for up to three (3) minutes each weekday.

Fast-Casual Restaurant

The queue length data collected for the Fast-Casual Restaurant shows that the primary storage of two (2) vehicles is projected to be frequently exceeded during the time periods analyzed. However, the projected queue lengths never exceed the available storage including the parking areas behind shops D1, D2, and D3. Or, in other words, it is projected that the drive-through for the Fast-Casual Restaurant would never impact traffic flow on Culver Road.

NOTICE OF PUBLIC HEARING

PROPOSED ZONING NOTICE

Notice is hereby given that at a regular meeting of the City Council of the City of Mountain Brook to be held on Monday, August 12, 2019, at 7:00 p.m., in the Council Chamber of the Mountain Brook City Hall located at 56 Church Street, Mountain Brook, Alabama 35213, the City Council will hold a public hearing to consider proposed amendments to the Lane Parke PUD, as approved upon the adoption of Ordinance 1871 dated May 21, 2012.

Proposed PUD changes (with respect to the number of drive-thrus and their locations) are available for review during regular business hours at City Hall or by going to: www.mtnbrook.org – Calendar – August 12, 2019 – City Council – Supporting Documents – Lane Parke PUD Amendment.

ORDINANCE NO.

AN ORDINANCE AMENDING THE LANE PARKE PUD

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

1. **Development Standards.** The Master Development Plan and the materials submitted by the applicant, as required by Section 129-265 of the Mountain Brook City Code, as approved upon the adoption of Ordinance 1871 dated May 21, 2012 are hereby amended to include the changes specified as attached hereto.
2. **Description of Affected Property.** The property that is the subject of the rezoning approved by this ordinance is described as follows:

A parcel of land being situated in the Northeast quarter of the Northwest quarter and the Southeast quarter of the Northwest quarter of Section 8, Township 18 South, Range 2 West, more particularly described as follows:

Begin at the Southwest Corner of the Northeast Quarter of the Northwest Quarter of Section 8, Township 18 South, Range 2 West; being the Point of Beginning; thence run Northerly along the West line of said Quarter - Quarter a distance of 665.12 feet; thence right 91°-08'-04" a distance of 1325.11 feet; thence right 88°-58'-55" a distance of 74.22 feet; thence right 37°-49'-05" a distance of 736.41 feet; thence right 52°-46'-30" a distance of 62.37 feet; thence right 00°-14'-22" a distance of 179.92 feet; thence left 90°-58'-32" a distance of 355.39 feet; thence right 88°-43'-29" a distance of 24.53 feet; thence left 87°-29'-35" a distance of 139.13 feet; thence right 89°-27'-49" a distance of 14.61 feet; thence left 117°-30'-00" a distance of 175.92 feet; thence right 84°-32'-17" a distance of 46.85 feet; thence tangent to a curve to the left having a radius of 1243.26 feet and a central angle of 9°-20'-05" along the curve an arc distance of 202.55 feet; thence right 62°-49'-52" from the tangent of said curve a distance of 329.33 feet; thence tangent to a curve to the left having a central angle of 18°-00'-50" and a radius of 66.12 feet an arc distance of 20.79 feet; thence left 2°-03'-01" to the tangent of a curve to the left having a central angle of 34°-34'-36" and a radius of 60.77 feet, an arc distance of 36.67 feet; thence continue from the tangent of said curve a distance of 45.64 feet; thence right 90°-00'-00" a distance of 119.49 feet; thence right 33°-25'-36" a distance of 245.11 feet; thence right 0°-00'-42" a distance of 377.82 feet to the Point of Beginning.

Said Parcel contains 27.59 acres more or less.

3. **Repealer.** All ordinances or parts of ordinances heretofore adopted by the City Council of the City of Mountain Brook, Alabama that are inconsistent with the provisions of this ordinance are hereby expressly repealed.

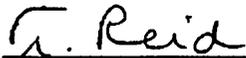
4. **Severability.** If any part, section or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect notwithstanding such holding.
5. **Effective Date.** This ordinance shall become effective immediately upon adoption and publication as provided by law.

At the aforesaid time and place, all interested parties will be heard in relation to the changes proposed by said ordinance.

CERTIFICATION

I, Tammy Reid, Administrative Analyst for the City of Mountain Brook, Alabama, do hereby certify that I have caused notice of the proposed amendment to the zoning ordinance and of public meeting thereupon set forth above to be published and provided in the manner specified by Article XXV of the Mountain Brook City Code. I further certify that I have posted said notice in four conspicuous places within the City of Mountain Brook, in the manner and within the time permitted by law, said places being:

Mountain Brook City Hall, 56 Church Street
Gilchrist Pharmacy, 2850 Cahaba Road
Cahaba River Walk, 3503 Overton Road
Overton Park, 3020 Overton Road



Tammy Reid, Administrative Analyst

7-26-19