

**MEETING AGENDA
MOUNTAIN BROOK CITY COUNCIL**

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

AUGUST 26, 2019, 7:00 P.M.

1. Approval of the minutes of the August 12, 2019, regular meeting of the City Council.
2. Consideration: Resolution reappointing Katie Wohlwend to the Villages Design Review Committee to service without compensation through August 23, 2022 (re: Resolution No. 2019-106).
3. Consideration: Recommend to the ABC Board the issuance of a 020 – Restaurant Retail Liquor license to Bobby Carl's Table, 2031 Cahaba Rd. Suite A, Mountain Brook, AL 35223.
4. Consideration: Resolution declaring certain property surplus and authorizing its sale at public Internet auction.
5. Consideration: Resolution awarding the bid for the purchase of a storage building for use by the Police Department at the target range.
6. Consideration: Resolution authorizing the execution of an agreement between the City and Kadco, LLC with respect to public improvements to be constructed along Poe Drive.
7. Consideration: Resolution authorizing the display of a plant stand in the right-of-way by Leaf 'n Petal.
8. Consideration: Resolution authorizing the establishment of a checking account for the 10 cent state gasoline taxes.
9. Consideration: Resolution approving the tentative fiscal year 2020 street resurfacing list.
10. Public hearing: Consideration of an ordinance rezoning property along Fairhaven Drive (re: Overton Village Townhomes).
11. Consideration: Consideration of an ordinance amending the Lane Parke Planned Unit Development (PUD) master development plan with respect to drive-throughs.
12. Announcement: The next regular meeting of the City Council will be September 9, 2019, at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.
13. 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.
14. Comments from residents.
15. Adjourn.

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
AUGUST 12, 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 6:00 p.m. on the 12th day of August, 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
Lloyd C. Shelton
Stewart Welch III, Mayor

Absent: Philip E. Black
Alice B. Womack

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

1. The Mountain Brook Emergency Communications District (E911) District Board of Commissioners met privately pursuant to Alabama law with Cathy Cook, Department of Examiners of Public Accounts, concerning the recent biennial financial and compliance audit.

2. AGENDA

1. Proposed bridge projects for Old Brook Trail and Canterbury Road—Blair Perry with Gresham Smith (the public involvement meeting is scheduled for August 15th from 5-7pm), **Appendix 1**
 - The design work is 60% complete
 - The engineer is striving to request bids in July 2020
 - The Caldwell Mill Road bridge may be bid later this year. Construction may take 6-months or less.
 - Canterbury Road can be pushed back to fall in order to schedule construction (mostly under the bridge) during the summer to minimize traffic issues
2. Set date for public involvement meeting on Caldwell Mill Road bridge replacement project—Blair Perry with Gresham Smith. This public involvement meeting can be set for mid to late September 2019. The Council requested a formal presentation followed by an opportunity for the public to offer questions. The date and time will be determined soon.
3. Amend Council's policies on board appointments—Virginia Smith (Resolution No. 2019-111 was added to the formal meeting agenda)
4. Proposed ordinance prohibiting employee parking on certain streets in Mountain Brook Village—Chief Cook and Sam Gaston, **Appendix 2**. (The Chamber Director plans to obtain feedback from the Mountain Brook Village merchants. This matter will be brought back for formal consideration at a later date.)
5. Review of the other matters to be considered at the formal (7 p.m.) meeting

3. 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 a matter involving good name and

character. 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
Lloyd C. Shelton

Nays: None

Council President Smith thereupon declared that said motion carried by a vote of 3—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 6:20 p.m.

4. 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 August 12, 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 26, 2019

**MINUTES OF THE REGULAR OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
AUGUST 12, 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 12th day of August, 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
Lloyd C. Shelton
Stewart Welch III, Mayor

Absent: Philip E. Black
Alice B. Womack

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. RECOGNITION OF GUESTS

Council President Smith recognized three Boy Scouts from Troop 53 in attendance for their Communications merit badge.

2. 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 22, 2019, regular meeting of the City Council

2019-105	Expression of gratitude to Jamie Gregory for his service on the Planning Commission	Exhibit 1
2019-106	Appoint Katie Wohlwend to the Villages Design Review Committee to service without compensation through August 23, 2019 (filling the unexpired term of Sally Legg)	Exhibit 2, Appendix 1
2019-107	Appoint Ashley Spotswood to the Villages Design Review Committee to serve without compensation through August 12, 2022	Exhibit 3, Appendix 2
2019-108	Appoint poll workers for the September 24, 2019, special election	Exhibit 4
2019-109	Authorize the proposed Cove Drive traffic island improvements and City's expenditure for same	Exhibit 5, Appendix 3
2019-110	Ratify 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	Exhibit 6, Appendix 4

2019-111 Amend the “Significant Accounting and Management Policies” of the City Council with respect to its Board Appointment policies Exhibit 7

Thereupon, the foregoing minutes and resolutions were introduced by Council member Shelton 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 President Pro Tempore Pritchard 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

Nays: None

Council President Smith thereupon declared that said minutes and resolutions (Nos. 2019-105 through 2019-111) are adopted by a vote of 3—0 and as evidence thereof she signed the same.

3. CONSIDERATION OF AN ORDINANCE (NO. 2051) PERMITTING AND REGULATING THE SALE OF [OFF-PREMISES] ALCOHOLIC BEVERAGES BY APPROPRIATELY LICENSED BUSINESSES ON SUNDAY STARTING AT 10 A.M. IN THE CITY (EXHIBIT 8, APPENDIX 5)

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

Ayes: Virginia C. Smith
William S. ("Billy") Pritchard III
Lloyd C. Shelton

Nays: None

Council President Smith declared the motion carried by a vote of 3—0.

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

Ayes: Virginia C. Smith
William S. ("Billy") Pritchard III
Lloyd C. Shelton

Nays: None

Council President Smith declared that the ordinance (No. 2051) is hereby adopted by a vote of 3—0 and, as evidence thereof, she signed the same.

4. PUBLIC HEARING: CONSIDERATION AN ORDINANCE AMENDING THE LANE PARKE PLANNED UNIT DEVELOPMENT (PUD) MASTER DEVELOPMENT PLAN WITH RESPECT TO DRIVE-THROUGHS (EXHIBIT 9, APPENDICES 6 AND 7)

Council President Smith introduced the ordinance in writing and announced that the City Council does not intend to vote on the proposal at tonight’s meeting. She then invited opening comments from the developers’ representatives.

Mel McElroy of 1901 6th Avenue North, Suite 2400, representing the applicant:

- Developer requests amendments to the PUD that includes: 1) ability to add two additional drive-throughs in the “Regions” block and another in the “Treadwell’s” block, 2) relocation of an approved drive-through to an alternate location within the same block, 3) a change to the access plan to accommodate the requested drive throughs and 4) an additional approval that requires a traffic study to be presented to the City Council for future drive-throughs
- Drive-throughs are only permissible for banks, pharmacies, dry cleaners, coffee shop and certain [fast casual] restaurants
- The developer has determined that prospective tenants are demanding a drive through
- Tonight, the request is only for a coffee shop with a drive-through in the middle of the “Regions” block

Virginia Smith:

Understood the approved PUD included three drive-throughs. Mr. McElroy pointed out two areas of the master plan where there is a conflict. In one area, the PUD mentions three drive-throughs and in another only two. His interpretation is that the PUD includes two drive-throughs.

Richard Caudle, PE with Skipper Consulting, traffic engineer for the applicant (Appendix 6):

- Skipper was engaged to perform a queue study for the proposed coffee shop with drive-through
- The drive-through entrance is on Jemison Lane and terminates onto Rele Street
- Only one existing queue study could be found but was not be used as it did not include minute-to-minute data/statistics needed to estimate the queue time frames
- Accordingly, Skipper selected two Star Bucks for study—one on U.S. Highway in Trussville and another on Montclair Road
- The studies were done on May 16 and 17 (Trussville) and May 20 (Montclair Road)
- Based on these studies, Skipper estimates that the proposed coffee shop will have vehicles that exceed the 9-vehicle drive-through capacity for a total 6 minutes during the morning peak hours (6:45a.m.—8:40a.m.)
 - The excess is projected to be one vehicle for 3-minutes which will block the pedestrian crosswalk along Jemison Lane
 - The excess is projected to be two vehicles for 1-minute which will block one lane of traffic on Jemison Lane
 - The excess is projected to be three to four vehicles for 2-minutes which will block both lanes on Jemison Lane
 - It is projected that there will be an excess of one vehicle for 3-minutes during the evening peak period (again, blocking only the pedestrian crosswalk)
- The ramifications of the blocked lane are 3-minutes in the late morning time (after school drop-off and outside the normal work commute)
- In response to a question by President Smith regarding the prohibition of left turn into the drive-through during the peak periods, Mr. Caudle questioned the enforceability of such an ordinance

Victor Hanson III of 2328 Chester Road, 35223:

- Confirmed that this vote, whenever it takes place, will have no mention to the fast casual issue
- The area has suffered mightily since this development was approved (referring to the loss of longstanding businesses)
- Questioned the need for another coffee shop in this area
- The drive-through coffee shop experience is significantly different than what exists currently at the Star Buck’s
- If approved, views this change will increase traffic in the area and change the nature of the existing Star Buck’s
- This proposal is a high-volume drive-through
- Questioned whether people that live outside of Mountain Brook Village truly understand the impact and implications of this change and the lost businesses over the past few years
- Urged the Council to deny the requested changes to the PUD

Patrick Darby 3115 Overhill Road, 35223:

- Views that there is no stated methodology for this queuing study
- Views the study as unsound and unreliable and should not be used for this decision
- Questions the statistical significance of the limited study periods and locations selected for study
- Even with the flaws, the study indicates there will be disruptions to traffic flow
- In his opinion, the study does not explain the magnitude of the traffic impact
- The timing of the excess queuing does not make sense being after the morning school drop-off and normal work commute
- Believes, the traffic delays and jams should be the Council's starting point for this evaluation

Pamela Baugh of 2605 Canterbury Road, 35223:

- Retired 6th grade science teacher
- The study periods are too short and therefore not representative
- The periods and times are not representative
- The study does not take into account the impact of delivery trucks in the area
- The area in question is not currently pedestrian friendly and believes this proposal will only exacerbate the problem

Simeon Johnson of 9 Woodhill Road, 35213:

- Requested the landscape plan be displayed (Appendix 7)
- Pointed out the various green areas that will be removed to accommodate the requested drive-through
- Estimates there will be 10-15 trees removed
- Wants it noted for the record that the developer's representative interprets the PUD to only include two drive-throughs

Warren Rhett of 2517 Canterbury Road, 35223:

- Did not realize the development might include any drive-throughs
- Thinks that all drive-throughs in the PUD should be re-evaluated
- The illustrations do not currently include any depictions of where the drive-throughs were contemplated to which President Smith responded that changes to the PUD were contemplated from the beginning and the drive-throughs were not illustrated because tenants were not known nor where they would ultimately be placed
- Feels further traffic study is warranted for such a decision

Dona Musgrave of 2620 Carriage Place, 35223:

- Drive-throughs encourage people not to get out of their cars
- Feels these businesses will cannibalize other businesses in the area
- Drive-throughs will impede traffic flow and pedestrian activity
- Too many restaurants have already been lost in the new development
- Urged council to wake-up as we do not need to replicate Trussville or Montclair Road in Mountain Brook Village

Patrick Adams of 3429 Brookwood Road, 35223:

- Has there been a follow-up traffic study to evaluate the merits of the pre-construction study?
- Such a study might give an indication as to the validity of the current queuing study

Richard Caudle:

- The only reasons to recommission a traffic study include: 1) significant change in square footage, 2) significant change in access, and/or 3) significant change in land uses
- None of these conditions exist so another traffic study is not warranted
- The effect of a delay is difficult to express because the road network has not been completed

John Somerville of 3028 Overhill Road, 35223:

- Because the project has not been defined, how can the Council approve this request?
- Does not understand what a fast casual dining is

- The request includes additional drive-through which he believes is tantamount approval of future applications regardless of conditions or traffic studies may be required for such future applications
- If we do not know the tenants or what green areas may be lost or altered, why not wait until we do know

Elizabeth Outland of 2901 Southwood Road, 35223:

- Noise associated with the proposed drive-throughs has not been addressed or considered

Norman Pless of 1 Clubview Drive:

- Questioned how many parking spaces may be lost [Ms. Hazen, there is currently a surplus of seven parking spaces and it is contemplated that 4-5 spaces may be lost if the plan is approved.]
- Can the Council require the developer to replace any lost green space?

Glenn Murdock of 2906 Canterbury Road, 35223:

- Apologized for unintentionally disrupting the meeting earlier
- Does not understand why Mr. Hanson cannot ask for a show of hands to voice their support for various opinions
- If the additional drive-throughs are approved, agrees with Mr. Somerville, that future applications and drive-throughs are facilitated once the applicant satisfies the Council's expressed criteria
- This proposal takes a key tenant out of Mountain Brook Village and relocate it to the new development
- From the beginning, many believed this development represented a lose-lose proposition. Pre-development, we had just what we needed. If Lane Parke was to be successful, a lot of inflow of traffic (not what the community wanted) would be required and the development would have to be destination shopping location. If the development proved not to generate the [unwanted] traffic, then it would become a blight on the community.
- Urged the Council to stick with the approved plan

[Mr. Hanson's request for a show of hands was denied by President Smith.]

Brooks Sanders of 2637 Heathermoor Road, 35223:

- The traffic study did not address traffic exiting the drive-through and whether back-up would occur along Rele Street

Richard Caudle:

- Cahaba Road will be widened facilitating traffic flow such that no congestion is contemplated along Rele Street as a result of the drive-through

Faye Clark or 2915 Canterbury Road, 35223:

- We have not green space and areas where trucks can turn around
- The village needs increased pedestrian traffic
- The area needs a post office, a pharmacy, a variety store, etc.

Council President Pro Tempore Pritchard stated and asked Mr. McElroy to confirm that one of the primary motivations of this [drive-through]request is that pharmacies today require a drive-through in order to relocated to a new area,

Elisabeth Lyman of 416 Meadowbrook Lane, 35213:

- Mr. Pritchard's assertion that for a pharmacy to be successful in 2019 it must have a drive-through
- Instead, for a pharmacy to be successful in 2019, it is all about customer service and relationships
- Believes that if a tenants request is approved, the next tenant will similarly seek additional concessions

There being no further questions or comments, Council President Pro Tempore Pritchard moved that the public hearing be continued. The motion to continue was seconded by Council President Smith. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia C. Smith
William S. ("Billy") Pritchard III
Lloyd C. Shelton

Nays: None

Council President Smith declared that the motion carried by a vote of 3—0.

5. ANNOUNCEMENTS

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.

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

6. ADJOURNMENT

There being no further business to come before the City Council, Council President Smith adjourned the meeting at approximately 8:40 p.m.

7. 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 August 12, 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 26, 2019

EXHIBIT 1

RESOLUTION NO. 2019-105

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.

RESOLUTION NO. 2019-112

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Katie Wohlwend is hereby reappointed to the Village Design Review Committee, to serve without compensation, through August 23, 2022 (re: Resolution No. 2019-109 adopted August 12, 2019).

ADOPTED: This 26th day of August, 2019.

Council President

APPROVED: This 26th 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 26, 2019, as same appears in the minutes of record of said meeting.

City Clerk

KW DESIGN

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 Beik, 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.

RESOLUTION NO. 2019-113

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby recommends to the State of Alabama, Alcoholic Beverage Control Board, the issuance of a 020 – Restaurant Retail Liquor license to Bobby Carl’s, LLC (trade name: Bobby Carl’s Table), 2031 Cahaba Road, Suite A, Mountain Brook, AL 35223.

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

ADOPTED: This 26th day of August, 2019.

Council President

APPROVED: This 26th day of August, 2019.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its special meeting held on August 26, 2019, as same appears in the minutes of record of said meeting.

City Clerk



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20190815091820102

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

Type License: **State:** **County:**

Trade Name: BOBBY CARLS TABLE **Filing Fee:** \$50.00

Applicant: BOBBY CARLS LLC **Transfer Fee:**

Location Address: 2031 CAHABA RD; SUITE A MOUNTAIN BROOK, AL 35223

Mailing Address: 2031 CAHABA RD; SUITE A MOUNTAIN BROOK, AL 35223

County: JEFFERSON **Tobacco sales:** NO **Tobacco Vending Machines:**

Type Ownership: LLC

Book, Page, or Document info: 20190506000161080

Date Incorporated: 05/06/2019 **State incorporated:** AL **County Incorporated:** SHELBY

Date of Authority: 05/06/2019 **Alabama State Sales Tax ID:** R010342656

Federal Tax ID: 84-1790230

Name:	Title:	Date and Place of Birth:	Residence Address:
TIMOTHY WAYNE LOWE 5848024 - AL	MEMBER	09/06/1975 BIRMINGHAM, AL	192 SILVERLEAF DR PELHAM, AL 35124
ROBERT CARL MCLEMORE III 000040207961 - NC	MEMBER	08/17/1977 BIRMINGHAM, AL	44184 HWY 25 VINCENT, AL 35178

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
 Does ABC have any actions pending against the current licensee? NO
 Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
 Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
 Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
 Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
 Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
 Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: CHRISTIE LOWE
Business Phone: 205-901-5411
Fax:

Home Phone: 205-901-5411
Cell Phone: 205-901-5411
E-mail: CHRISTIE@BOBBYCARLSTABLE.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20190815091820102

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
 Name of Property owner/lessor and phone number: **ENGLISH VILLAGE LLC 205-624-5411**
 What is lessors primary business? **REAL ESTATE**
 Is lessor involved in any way with the alcoholic beverage business? **NO**
 Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

Does the premise have a fully equipped kitchen? **YES**
 Is the business used to habitually and principally provide food to the public? **YES**
 Does the establishment have restroom facilities? **YES**
 Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **YES**

Will the business be operated primarily as a package store? **NO**
 Building Dimensions Square Footage: **2533** Display Square Footage:
 Building seating capacity: **60** Does Licensed premises include a patio area? **YES**
 License Structure: **ONE STORY** License covers: **OTHER**
 Location is within: **CITY LIMITS** Police protection: **CITY**

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

Name:	Violation & Date:	Arresting Agency:	Disposition:
ROBERT CARL MCLEMORE III	ROBBERY 1ST DEGREE VIOLATION STATE FIREARMS ACT 12/27/1999	BIRMINGHAM PD	SENTENCED TO 15 YRS. SENTENCED REDUCED TO 9 MONTHS.



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
 ALCOHOL LICENSE APPLICATION



Confirmation Number: 20190815091820102

Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

License Covers: SUITE A



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20190815091820102

Initial each

Signature page

CDF
 CDF

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

CDF

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

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

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

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

CDF

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

CDF

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.
 The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

CDF

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

Applicant Name (print): Christie Lowe

Signature of Applicant: CDF

Notary Name (print): Valencia Johnson

Notary Signature: Valencia Johnson

Commission expires: 4/22/22

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:

RESOLUTION NO. 2019-114

**A RESOLUTION AUTHORIZING THE SALE OR DISPOSAL
OF CERTAIN SURPLUS PROPERTY**

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

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

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

Section 1. It is hereby established and declared that the following property owned by the City of Mountain Brook, Alabama is not needed for public or municipal purposes and is hereby declared surplus property:

Description

Public Works

- 2006 Ford F-150 XLT VIN#1FTPX14V46NB26864, Asset No. 13343
- 2006 Ford F-150 Lariat VIN#1FTPX14V06NB18258, Asset No. 13344
- 2005 Ford Crown Victoria VIN#2FAFP74W15X138951, Asset No.13166
- 2003 Chevrolet S-10 VIN#1GCCS19X33188760, Asset No. 1197
- 2008 Dodge Dakota VIN#1D7HW48N58S638744, Asset No. 13632
- 2004 Case 95xt Skid Steer VIN#IC86284-JAF386284, Asset No. 13028
- 2007 Polaris Ranger VIN#4XARF68A07D045083, Asset No. 13487
- 2006 Ford F-550 VIN#1FADAW56P57EB21619, Asset No. 13481

Police Department

- 2009 Smart Car VIN#WMEEJ31X79K296220, Asset No. 13851
- 2016 Chevrolet Tahoe VIN#1GNLCDEC6GR338160, Asset No. 14704
- 2014 Chevrolet Tahoe VIN#1GNLC2E04ER210636, Asset No. 14410
- 2014 Chevrolet Tahoe VIN#1GNLC2E08ER212339, Asset No. 14408
- 2006 Dodge Durango VIN#1D8HB38N16F145862, Asset No. 13331
- 2006 Honda Civic VIN#2HGFG12616H560872, Asset No. 14824
- 2014 Chevrolet Tahoe VIN#1GNLC2E01ER213574, Asset No. 14409

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

ADOPTED: This 26th day of August, 2019.

Council President

APPROVED: This 26th day of August, 2019.

Mayor

RESOLUTION NO. 2019-115

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the bid for the purchase and installation of a Conex storage building for the Police Department target range (B-20190719-534) submitted by Falcon Structures is hereby accepted having been determined to meet specifications and to represent the best and lowest bid.

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the Mayor or City Manager of the City is hereby authorized and directed to issue a purchase order and to execute such other documents that may be determined necessary with respect to said purchase.

ADOPTED: This 26th day of August, 2019.

Council President

APPROVED: This 26th 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 26, 2019, as same appears in the minutes of record of said meeting.

City Clerk

**BID TABULATION AND RECOMMENDATION
BID NUMBER B-20190719-534
CITY OF MOUNTAIN BROOK
CONEX STORAGE BUILDING**

Four bids were received on August 15, 2019 by 10:00 am at Mountain Brook City Hall.

Falcon Structures	\$15,455.00
Decatur Container Sales and Rental	\$18,230.00
Mobile Mini	\$16,602.00
Mobile Mini Alternate Bid	\$16,832.00

It is my recommendation to award the bid to Falcon Structures.

Lt. Jason Carmack
Patrol Division Commander
Mountain Brook Police Dept.

RESOLUTION NO. 2019-116

WHEREAS the City Council previously authorized the expenditure of \$20,000 in conjunction with certain public improvements to be installed along Poe Drive in Mountain Brook, Alabama by a private developer (Resolution No. 2019-089, dated June 24, 2019); now, therefore,

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the Mayor or City Manager is hereby authorized and directed to execute, for and on behalf of the City Council, a Development Contract for Improvements Along Poe Drive, in the form as attached hereto as Exhibit A.

ADOPTED: This 26th day of August, 2019.

Council President

APPROVED: This 26th 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 26, 2019, as same appears in the minutes of record of said meeting.

City Clerk

DEVELOPMENT CONTRACT FOR IMPROVEMENTS ALONG POE DRIVE

This **Development Contract For Improvements Along Poe Drive** (the "Contract") is entered into by and between the **City of Mountain Brook, Alabama**, a municipal corporation (hereinafter referred to as "City"), and **Kadco, LLC**, an Alabama limited liability company, with its principal address 3505 Bent River Road, Birmingham, Alabama 35216 (hereinafter referred to as "Developer"). This Contract will be effective on the last date that is executed below by a party (the "Effective Date").

RECITALS:

WHEREAS, Poe Drive is a public street in Jefferson County, Alabama, that lies and runs between Overton Road in the City and the Cahaba Heights area in the City of Vestavia Hills, Alabama ("Vestavia Hills");

WHEREAS, the Developer is constructing improvements on private properties that lie along Poe Drive (the "Project");

WHEREAS, as part of the Project, Developer desires to construct a sidewalk on public rights of way along Poe Drive in both the City and in Vestavia Hills (the "Sidewalk"), and, per the Plans (as defined below), obtain and install in the City a new light pole that is similar in design and functionality to those poles being placed in Vestavia Hills in connection with the Project (collectively, the "Other Improvement");

WHEREAS, the Sidewalk to be constructed in the City lies on the west side of Poe Drive and will extend approximately 120 linear feet (the "City Section of Sidewalk");

WHEREAS, at or near the municipal boundary of the City and Vestavia Hills along Poe Drive, the City Section of Sidewalk will connect to another section of sidewalk that, pursuant to a Contract that the Developer previously has entered or will enter with Vestavia Hills, it will construct and which will extend approximately 850 linear feet in Vestavia Hills (the "Vestavia Hills Section of Sidewalk");

WHEREAS, the construction of the City Section of Sidewalk and Other Improvement lying in the City collectively may be referenced herein as the "Work";

WHEREAS, Developer has requested that, on successful completion of the Work lying in the City, the City pay it an amount not to exceed Twenty Thousand Dollars (\$20,000.00) to partially defer the Developer's expense for that Work (the "City Contribution");

WHEREAS, the City is authorized by Title 11-48-4, *Code of Alabama, 1975*, to make the City Contribution and pay other public funds for the construction, repair, maintenance and improvements of public streets and sidewalks; and

WHEREAS, the City and Developer agree to enter this Contract for it to perform the Work and the City pay the City Contribution pursuant to the terms, provisions, conditions and requirements set forth below.

WITNESSETH

In consideration of the mutual covenants, promises and premises contained herein and other good and valuable consideration, the receipt and sufficiency is whereof is hereby acknowledged by each of the parties hereto, the City and the Developer agree as follows:

I. RECITALS

The recitals set forth above are incorporated into this Contract by reference as though set out fully herein.

II. THE WORK

Developer shall cause and arrange for the Work in the City to be completed in the City pursuant to the following terms, provisions, conditions and requirements:

A. Developer, at its sole expense, will arrange for the preparation by a professional engineer (or other design professional) of the design, drawings, plans, and specifications for the Work (the "Plans"). The parties anticipate a common set of Plans will address both the Work in the City and the component of the Project to be constructed in Vestavia Hills.

B. The Plans, which have been prepared by the professional engineering firm of Hager Co., LLC, and include specifications for the City Section of Sidewalk and Other Improvement, and must be submitted to the City for its approval of the Work.

C. The location of the City Section of Sidewalk is depicted on the map attached hereto as Exhibit 1, which map is incorporated herein by reference as though set out fully herein.

D. The City Section of Sidewalk will be constructed on existing City right of way along Poe Drive. The City grants Developer and its General Contractor a license for purposes and uses contemplated in this Contract to enter and make improvements on the affected sections of City right of way along Poe Drive.

E. Developer agrees that the City Section of Sidewalk and Other Improvements will be constructed only on City right of way. Developer will procure a survey from a professional engineer to confirm the limits of that right of way and assist it restrict the constructions of those improvements to that area. The City has no obligation to purchase additional right of way or obtain construction easements that may be required for the Work. The Developer exclusively will be responsible to secure from third parties who may own properties near Work area any additional right of way or construction easements required for the Work. Developer also agrees to restore any private property damaged or affected by Work operations.

F. The Work shall be constructed all in accordance with the Plans.

III. LICENSED GENERAL CONTRACTOR

The parties anticipate that the Developer will enter a construction contract(s) (the "Construction Contract") with a licensed general contractor as defined by Title 34-8-1, *Code of Alabama, 1975* (the "General Contractor") to perform both the Work lying in the City and construct the Vestavia Hills Section of Sidewalk.

IV. DEVELOPER'S RESPONSIBILITY FOR COST/ESTIMATED COST/PAYMENT OF CITY CONTRIBUTION.

A. Cost. Developer is fully responsible to arrange for and bear the expense of all labor, materials and services incurred, related or required for the Work and completing that part of the Project lying in the City, including, without limitation, the following; compensating the General Contractor for their operations, compensating any consultant, surveyor, engineer, architect or other design professional or entity or third person for their services; permitting: preparation of the Plans; surveying expense; construction; supervision of the Work; landscaping; locating utilities; traffic control; compliance with insurance or other requirements in this Contract; furnishing all needed equipment and associated power; and providing any other incidentals related to the Work

B. Estimated Cost. The estimated cost of constructing the Work lying in the City is approximately Fifty Thousand Dollars (\$50,000.00) (the "Estimated Cost"), but the final cost of it may exceed that amount. Notwithstanding whether the actual costs of the Work exceeds the Estimated Cost, the Developer exclusively is responsible to pay all expense of the Work.

C. City Contribution. Within fifteen (15) days following receipt of Developer's invoice indicating completion of the Work, the City will pay it the City Contribution (i.e., \$20,000.00). This payment is conditioned on occurrence of all of the following

- (i) completion of the Work by the General Contractor in compliance with the Plans approved by the City; and
- (ii) compliance by the Developer with the terms, provisions, conditions and requirements herein;
- (iii) final inspection, written approval and acceptance by the City of the Work performed by the General Contractor; and
- (iv) substantial completion by the Developer of the Vestavia Hills Section of Sidewalk.

V. TERM OF CONTRACT/SCHEDULE FOR WORK

This Contract will commence on the Effective Date and thereafter continue for a period of twelve (12) months (the "Term").

Time is of the essence in performing the Work. Developer will arrange for the General Contractor to substantially complete the Work within approximately ninety (90) after issuance of a written Notice to Proceed by the City. The City will not issue a notice to Proceed until after it

- A. approves the final Plans in writing; and
- B. receives from Developer the Certificate(s) of Insurance required herein.

VI. EARLY TERMINATION

Effective thirty (30) days after giving written notice to Developer, the City may terminate this Contract before the expiration of its Term for any of the following reasons:

- A. Substantial evidence indicates that the Work will not be completed within the specified time, and the Developer fails to cure that deficiency within thirty (30) days after the date of that notice.
- B. The Developer breaches any material obligation owed the City or responsibility hereunder, and fails to cure that breach within 30 days after the date of that notice.

The City's exercise of the right to terminate provided in this provision does not preclude it from utilizing other remedies available at law or in equity.

VII. CONSTRUCTION CONTRACT

The following understandings apply concerning the contemplated Construction Contract(s) that the Developer will enter for the Work:

- A. The City must approve any Construction Contract.
- B. Among other customary provisions for a project of the nature of the Work, any Construction Contract between the Developer and the General Contractor shall include provisions addressing the following matters and substantially stating as follows:
 - (i) Quality of Work. All labor, materials and supplies applied/installed for the Work shall be executed in a professional, proficient and workmanlike manner; Further, General Contractor warrants the Work will be free from defects in material or workmanship for a period of twelve (12) months from the date of final acceptance of it.
 - (ii) Insurance Requirements of General Contractor. The General Contractor shall carry the following types of insurance throughout the term of the Development Contract and performance of the Work:

- (1) General Comprehensive Liability and Public Liability Insurance with limits of One Million Dollars (\$1,000,000.00), per person, and Two Million Dollars (\$2,000,000.00), per occurrence, to cover and protect the City, and its officials, employees or representatives, against claims or injury to or death of any person because of accidents which may occur or result from operations under the contract; such insurance shall cover the use of any and all equipment, including but not limited to machinery, tractors, rollers, mixers, motor vehicles and other related equipment necessary to perform the Work.
- (2) Property damage insurance in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) to protect the Developer, the Licensed General Contractor and its subcontractors from claims for property damage which might arise from the Work performed.
- (3) Worker's Compensation Insurance in accordance with the State of Alabama Worker's Compensation Law. This coverage shall provide protection from any and all claims for bodily injury or death which may arise from the performance of any servant, agent, employee or other representative of the General Contractor and its subcontractors under the Construction Contract.

Before commencing the Work, the General Contractor shall submit evidence of the coverages required above to the City for review and approval. The policies must be on an "occurrence" basis. The evidence of coverages may be in the form of Certificate(s) of Insurance. A Notice to Proceed for the commencement of the Work shall not be issued by the City unless and until the City has provided

Such insurance shall be carried with financially responsible insurance companies who are licensed in the state and approved by the City and shall be kept in full force and effect until the Work is accepted by the City. Contracts of insurance (covering all operations under this contract) which expire before the Developer's work is accepted by the City shall be renewed and evidence of such renewal shall be submitted to the City for its approval.

Except for the Worker's Compensation policy, the required insurance coverages shall name the City and its employees, officials and representatives as additional insureds for claims cause in whole or in part by the General Contractor's negligent acts or omissions during its operations. The insurance policy coverages shall state that these coverages shall be primary insurance for the additional insureds.

(iii) Indemnification. The General Contractor shall indemnify and save harmless the City, and its employees, officials and representatives (the "City Representatives") from any and all claims, demands, controversies, actions, causes of action, liabilities of action, lawsuits, liabilities, damages and losses and expenses (including but not limited to attorney fees) (collectively, "Claims") arising out of or resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of the negligent or willful acts of the General Contractor, a subcontractor and anyone directly or indirectly employed by them in performing the Work. This indemnification shall extend to all claims, damages, losses and expenses for injury or damage to adjacent or neighboring property, or persons injured thereon, that arise out of, relate to or result from the Work. Further, the scope of this indemnification obligation includes Claims against the City or any City Representative in which their negligence causes or is alleged in part to have caused the alleged damage, expense or loss, but does not extend to Claims caused or allegedly caused by the sole negligence or conduct of the City or the City Representatives.

(iv) Other Provisions to be Included in Construction Contract.

(1) Compliance with Applicable Laws. The General Contractor shall comply with the provisions of any and all federal, state and local laws, statutes, codes, rules, regulations, ordinances and resolutions that are applicable to the performance of the Work or this Contract, including, without limitation those related to protection of workers or environmental laws intended to protect the water, air, health or safety of the public.

(2) Existing Underground Utilities. Before any Work is done in the vicinity of an existing underground utility line, the General Contractor or Developer shall check with the owner of the utility lines to determine and verify its exact location. The Developer shall be held liable for any damage to utilities in the execution of this Contract.

(3) Safety/Accident Prevention. In performing the Work the General Contractor is exclusively responsible for the safety of its workers and third persons. It shall exercise proper precaution at all times to protect persons and property, either on or off the site, for damage or loss that may occur as a result of its prosecution of the Work. The City makes no representations that the Work site is safe, free of any defect (latent or patent), or otherwise fit and appropriate for performance of the Work.

- (4) Removal of Debris & Cleaning. During the progress of the Work, the General Contractor shall remove and legally dispose of all surplus excavated material and debris, and keep the Project site and public rights of way reasonably clear. Upon completion of the Work, it shall remove all temporary construction facilities, debris and unused materials, and put the whole site and public rights of way in a neat and clean condition. Trash burning on the site will be subject to the approval of the City and existing state and local regulations.
- (5) Immigration Law Compliance. General Contractor represents and warrants to the 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 Services in Alabama and shall provide documentation establishing that it is enrolled in the E-Verify program. During the performance of this Agreement, the General 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 for the Work by entering into an agreement with or by obtaining an affidavit from such subcontractors providing work on the in Alabama that such subcontractors are in compliance with the Act with respect to their participation in the E-verify program. General Contractor further represents and warrants that it shall not hire, retain or contract with any subcontractor to perform the Work 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. If the General 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.
- (6) Compliance with Boycott Limitations. Act 2016-312 of the Alabama Legislature (which is codified at Ala. Code § 41-16-5 (1975) prohibits a governmental entity from entering into certain public contracts with a business entity unless the contract includes

a representation that the business is not currently engaged in, and an agreement that the business will not engage in, the boycott of a person or an entity based upon the person or business doing business with a jurisdiction with which the state can enjoy open trade. The General Contractor represents and warrants that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.”

- C. Right of Inspection. During the construction of the Work, the City has the right, but not the obligation, to inspect, examine and test the materials and workmanship to be furnished by the General Contractor to determine compliance with applicable Plans and specifications. The City also shall have the right to reject defective materials and non-compliant work and/or require its correction. Unacceptable workmanship shall be satisfactorily corrected by the Developer or General Contractor at no expense to the City. Rejected material shall be promptly segregated and removed from the project area and be replaced with material of specified quality without charge therefore. If the General Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the City may contract for or otherwise have the defects remedied or rejected materials removed from the project area and charge the cost of the same against any monies which may be due the Developer under this Contract without prejudice to any other rights or remedies of the City to cure those deficiencies.

VIII. DEVELOPER GUARANTEE AND INDEMNIFICATION BY DEVELOPER

Developer unconditionally guarantees to the City that the General Contractor (i) will successfully construct that part of the Work lying in the City and the Vestavia Hills Section of Sidewalk pursuant to the Plans and specifications, and (ii) faithfully perform all of its obligations in the contemplated Construction Contract (the “Developer Guarantee”). If the part of the Project lying in the City is not so constructed pursuant to Plans or the General Contractor breaches its obligations under the Construction Contract, Developer, at its expense, agrees to take whatever necessary action is required to so complete the Work (including, without limitation, hiring another construction contractor or making other arrangements to finish any incomplete operations or cure any defects in material or workmanship) or otherwise remedy any dispute, claim, circumstance, condition, matter or issue arising from the General Contractor’s failure to perform its obligations in the Construction Contract.

Further, Developer agrees to indemnify and save harmless the City, and its employees, officials and representatives (collectively, the “City Representatives”), from any and all claims, demands, controversies, actions, causes of action, liabilities, lawsuits, liabilities, damages and losses and expenses (including but not limited to attorney fees) (collectively, “Claims”) asserted against them by any third person, entity or governmental agency arising out of, related to or

resulting from (i) any acts, operations, conduct or omissions of either the General Contractor or the Developer in performing or failing to perform the Work, or (ii) the General Contractor's failure to perform its obligations under the Construction Contract. The scope of this indemnification obligation includes Claims made against the City or any City Representative in which their negligence causes or is alleged in part to have caused the alleged damage, expense or loss, but does not extend to Claims caused or allegedly caused by the sole negligence or conduct of the City or the City Representatives.

IX. MISCELLANEOUS CONTRACT PROVISIONS.

A. Independent Contractor. The Developer is an independent contractor of the City. Nothing herein creates, or should be construed to create, a principal-agent or employer/employee relationship between the City and Developer.

B. No Assignment by Developer. Developer may not assign this Contract or any of its responsibilities, benefits or rights hereunder to any third person or party in any respect without having first obtained the written consent of the City.

C. Non Waiver. The failure of the City to insist, in any one or more instances, upon a strict performance of any of the covenants of this Contract, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future of such covenant or option, but the same shall continue and remain in full force and effect.

D. Amendment/Modification. This Contract may not be amended except by a subsequent written agreement of the parties. Any waiver, alteration or modification of any of the provisions of this Contract or cancellation or replacement of this agreement shall not be valid unless in writing and signed by the parties hereto.

E. Contract Representatives. Each Party shall appoint a representative who shall coordinate with the other party on all matters related to the performance of the Work and the administration of this Contract (the "Contract Representative").

F. Notices. Any notice required or contemplated hereunder shall be sufficiently given when sent to the appropriate Contract 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 intended to be in receipt thereof.

G. Governing Law. This agreement shall be interpreted, construed and governed to the laws of the State of Alabama.

H. Headings. The article and section headings and captions contained herein are included for convenience only, and shall not be considered a part hereof or affect in any manner the construction or interpretation hereof.

I. Construction of Terms. If any ambiguity in the terms of this Contract is determined to exist, neither party shall be deemed its author, and no presumption shall be made that one party

drafted this instrument.

K. Execution in Counterparts. The Contract may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

H. Binding Effect. The Contract shall inure to the benefit of, and shall be binding upon City and Developer and any of their heirs, successors and permitted assigns.

I. Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

J. Entire Agreement. This writing contains the entire agreement between the City and the Developer concerning the Work and Project.

(Signature Page Follows)

IN WITNESS WHEREOF, the City and Developer have hereunto caused this Development Contract to be executed by their respective undersigned duly authorized officers or representatives.

CITY:

CITY OF MOUNTAIN BROOK,
ALABAMA
A Municipal Corporation

By _____

Its: _____

Date: _____

ATTESTED

By _____,
City Clerk, City of Mountain Brook, Alabama

DEVELOPER:

KADCO, LLC
An Alabama limited liability company

By _____

Its _____

Date: _____

ATTESTED

By _____

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGEMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that _____, whose name as Mayor of the City of Mountain Brook, Alabama, a municipal corporation, is signed to the foregoing Development Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said City.

Given under my hand and official seal, this the ____ day of _____, 2019.

Notary Public

My Commission Expires:

SEAL

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGEMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that _____, whose name as _____ of Kadco, LLC, an Alabama limited liability company, is signed to the foregoing Development Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Kadco, LLC, an Alabama limited liability company.

Given under my hand and official seal, this the ____ day of _____, 2019.

Notary Public

My Commission Expires:

SEAL

EXHIBIT 1 – MAP OF WORK AREA

See attached.

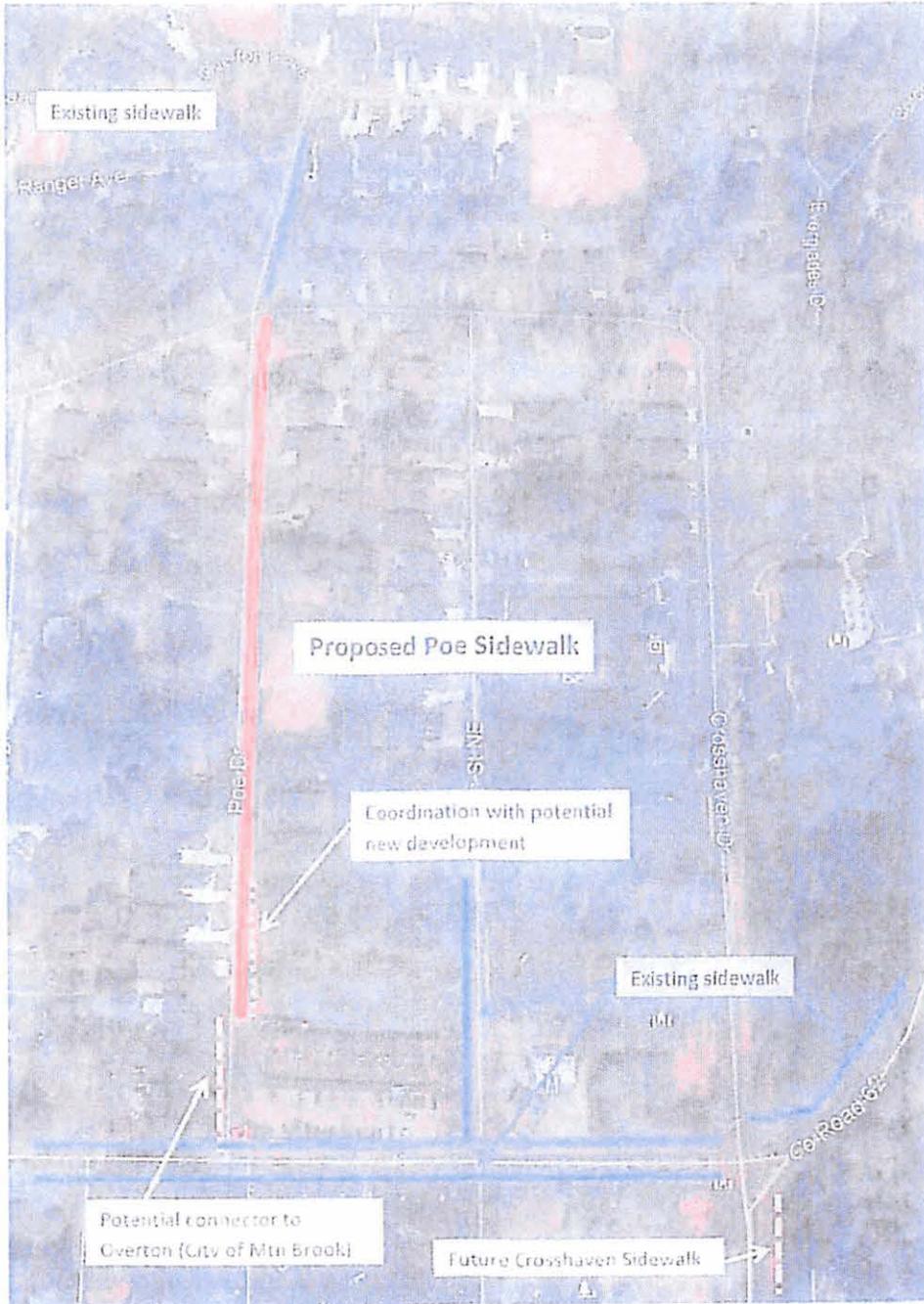


EXHIBIT 2

RESOLUTION NO. 2019-117

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the placement by Leaf & Petal of 2817 Cahaba Road of a metal plant display in the right-of-way at the corner of Cahaba Road and Canterbury Road alley (as more fully described in Exhibit A attached hereto) subject to the conditions outlined in said Exhibit A.

ADOPTED: This 26th day of August, 2019.

Council President

APPROVED: This 26th 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 26, 2019, as same appears in the minutes of record of said meeting.

City Clerk



CITY OF MOUNTAIN BROOK

Dana O. Hazen, AICP
Director of Planning, Building & Sustainability
56 Church Street
Mountain Brook, Alabama 35213-0009
Telephone: 205/802-3816
Fax: 205.879.6913
hazend@mtnbrook.org
www.mtnbrook.org

DATE: August 26, 2019

TO: Mayor, City Council, and City Manager

FROM: Dana Hazen, City Planner

RE: 2817 Cahaba Road
Leaf & Petal Plant Stand – Right-Of-Way Peninsula

Leaf and Petal proposes a metal plant stand in the right-of-way peninsula at the corner of Cahaba Road and the Canterbury alley (see attached zoning map). The Village Design Review committee reviewed the plant stand on August 21, 2019, and recommended approval with the attached design changes (see attached VDR decision letter).

Public Works has scheduled the planting of a new tree in this location, and has submitted design suggestions that will allow for future tree growth and peninsula/tree maintenance. Said design considerations have been incorporated into the VDR's recommendations.

The Police Department has indicated that the height of the stand, taken together with any plants thereupon staged, should not exceed 42 inches in height above the grade, within the vehicular sight distance triangle at the intersection of Cahaba Road and Canterbury alley. Said design consideration has been incorporated into the VDR's recommendations.



VILLAGE DESIGN REVIEW COMMITTEE
CASE SUMMARY LETTER

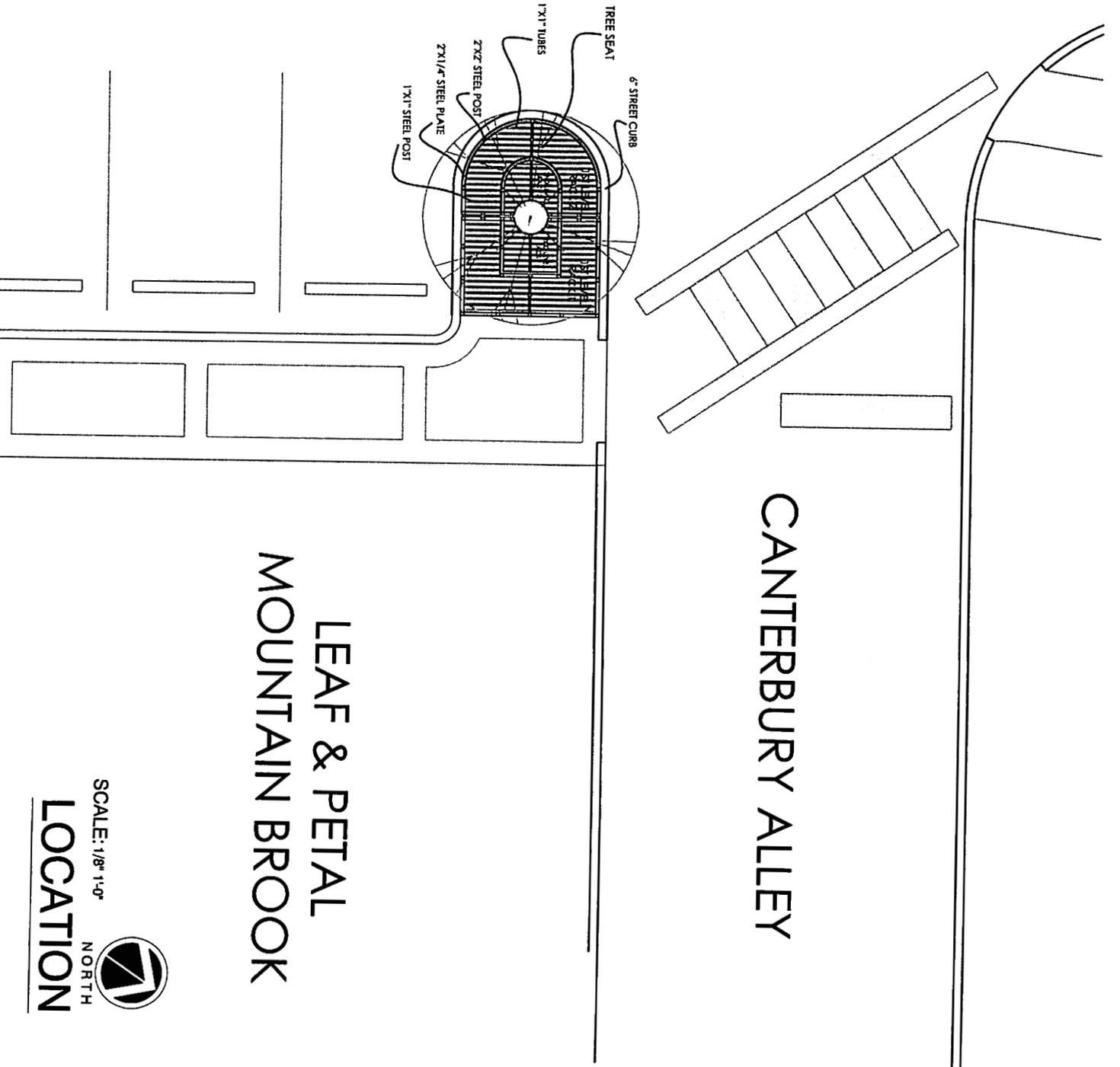
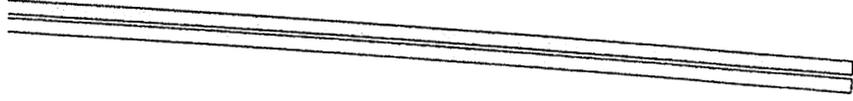
Case: V-19-21
Meeting Date: August 21, 2019
Location: 2817 Cahaba Road
Business name: Leaf & Petal
Applicant: Pam Clark
pwatsonclark@gmail.com

The Village Design Review Committee recommends approval of the plant stand for the right-of-way peninsula at Leaf & Petal. The following design components are recommended to the city council:

1. That there be a minimum 6-inch clearance from the outer edge of the plant stand to the **back** of the curb; That the interior tree “well” (or circular opening) be at least 18 inches in diameter;
2. That the stand be comprised of at least 2 pieces that could “break away” for tree and peninsula maintenance;
3. That the lower tier be a minimum of 12 inches from the grade below;
4. That the upper tier be allowed up to 24 inches above the surface of the lower tier (for a total height not to exceed of 36 inches from the grade below);
5. That the upper tier be limited to locations at the sides and east of the tree trunk (away from Cahaba Road), for improved vehicular sight distance;
6. That any plants, taken together with the plant stand, shall not exceed an overall height of 42 inches measured from the grade below the plant stand (in locations to the front/west of the tree trunk), for improved vehicular sight distance.

Dana O. Hazen, MPA, AICP
Director of Planning, Building & Sustainability

CAHABA RD



CANTERBURY ALLEY

LEAF & PETAL
MOUNTAIN BROOK

SCALE: 1/8" = 1'-0"

LOCATION



6" STREET CURB

TREE SEAT

1"X1" TUBES

2"X2" STEEL POST

2"X1/4" STEEL PLATE

25" DIAMETER CIRCULAR OPENING

1ST LEVEL RACK 2

2ND LEVEL RACK 1

1ST LEVEL RACK 1

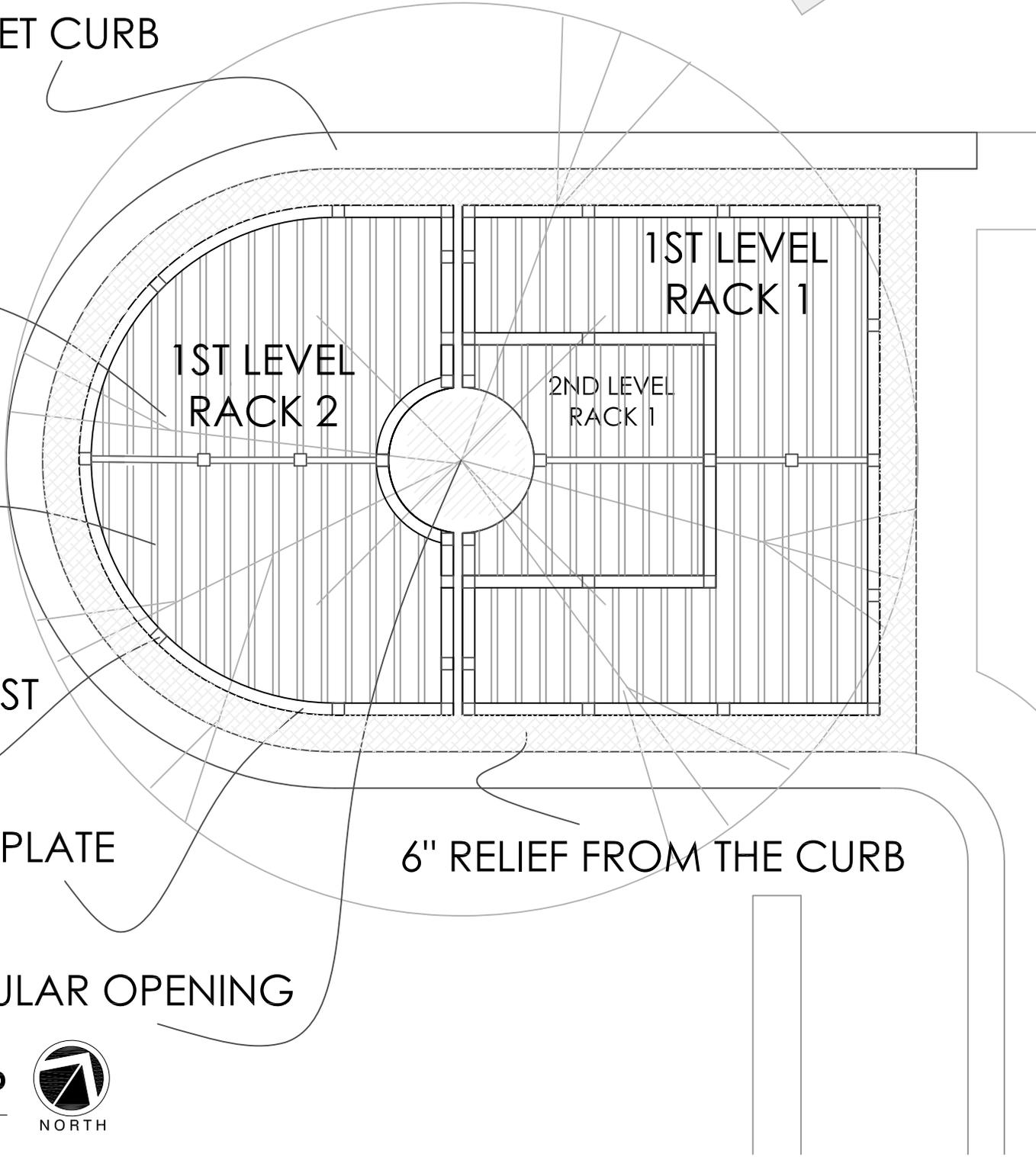
6" RELIEF FROM THE CURB

SCALE: 1/2" = 1'-0"

TREE SEAT CLOSE UP



NORTH





FOR REFERENCE ONLY



FOR REFERENCE ONLY



FOR REFERENCE ONLY

Leaf & Petal Plant Stand – Right-Of-Way Peninsula

Street Views and Zoning Map





RESOLUTION NO. 2019-118

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes establishment of an interest-bearing checking account for the recently enacted 10 cent gasoline tax.

BE IT FURTHER RESOLVED that the City Council of the City of Mountain Brook, Alabama hereby authorizes the execution of an Account Agreement and such documents determined necessary by the financial institution.

ADOPTED: This 26th day of August, 2019.

Council President

APPROVED: This 26th day of August, 2019.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on August 26, 2019, as same appears in the minutes of record of said meeting.

City Clerk

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 26th day of August, 2019.

Council President

APPROVED: This 26th 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 26, 2019, as same appears in the minutes of record of said meeting, and published by posting copies thereof on August 27, 2019, at the following public places, which copies remained posted for five (5) days as required by law.

City Clerk

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.

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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



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.

Recent Background

At its meeting of August 12, 2019, the city council held a public hearing on this case, announcing at the beginning of the meeting the no vote would be taken at that time, in the absence of two of its members. The applicant presented the case and public comment was taken.

Analysis

The proposed PUD amendment has 3 prongs:

1. To amend the Traffic & Access Plan to add Block 8 to the list of blocks that may contain a drive-thru.
2. To amend the Base Zoning Standards to allow 4 drive-thrus.
3. To add language to require a stacking/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.

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 stacking/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.

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.

Landscape Plan for Phase 2

The PUD contains a list of approved plant species, and indicates that street trees and other landscaping along street frontages should resemble that of the traditional village and be compatible with it. The PUD also indicates that the landscape plan is subject to the Village Design Review process. This means that a proposed landscape plan should be presented to the VDR for review and approval prior to implementation. However, such an approved landscape plan does not, then, become part of the PUD; and as such, is not subject to city council review when changes are made to an approved landscape plan.

Likewise, the city council, in its review of any proposed PUD amendment, is not bound by any landscape plan previously approved by the VDR. This does not preclude the council from taking into consideration an approved landscape plan, during the course of its review of all factors of a PUD amendment.

Affected Regulation

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

Appends

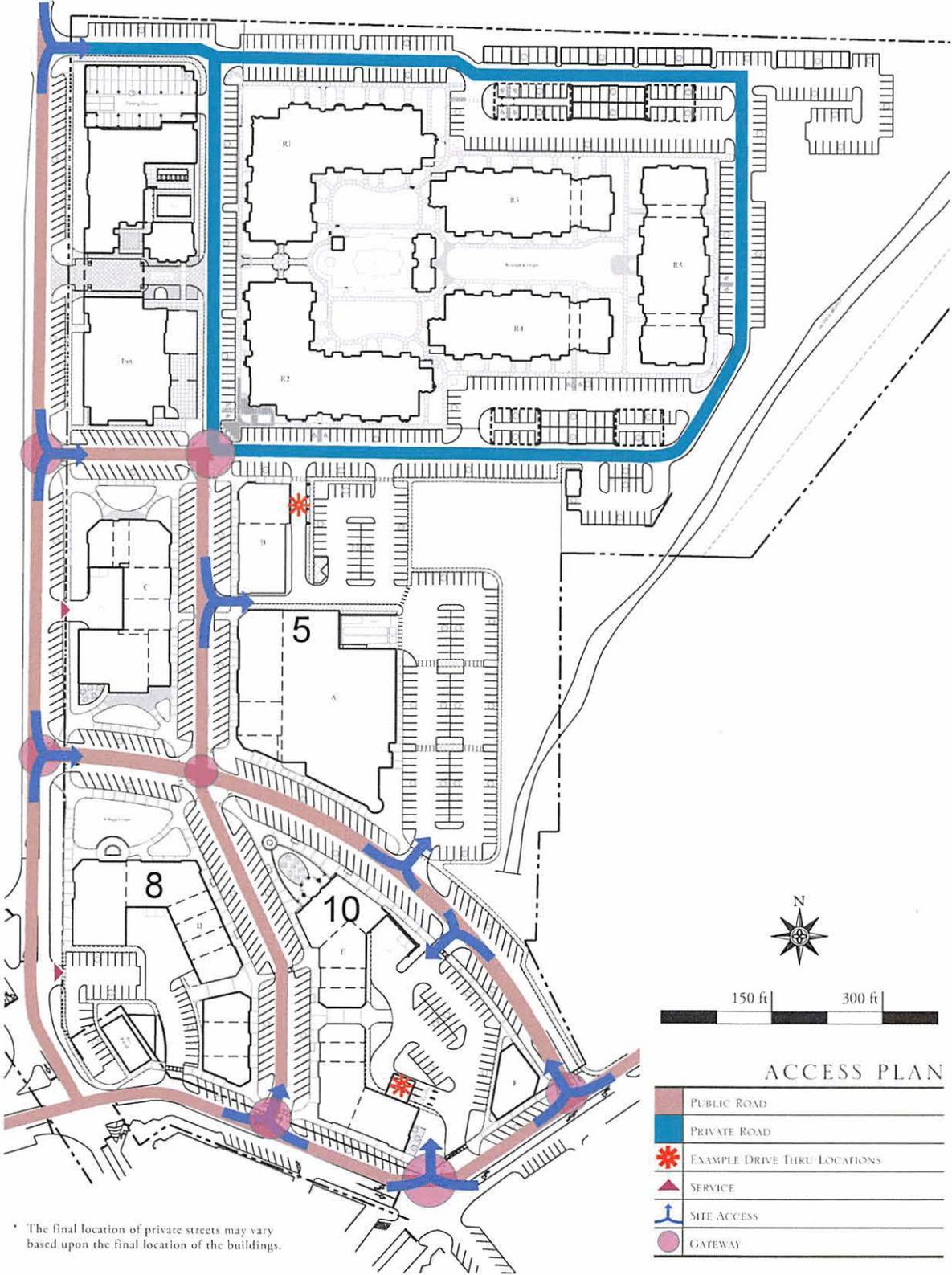
LOCATION: 2655 Lane Parke Road

ZONING DISTRICT: Planned Unit Development

OWNER: Evson, Inc.

PARKING, ACCESS AND TRAFFIC PLAN

* - UPDATED FOR CONSISTENCY WITH THE STRATEGIC PLAN



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





Lane Parkce

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 (+) 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:

1. Utilities. The Building Typology requirements do not apply where utility easements and drainage/floodway easements prohibit the ability to conform.
2. 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.

3. 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.
4. 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](#)"):

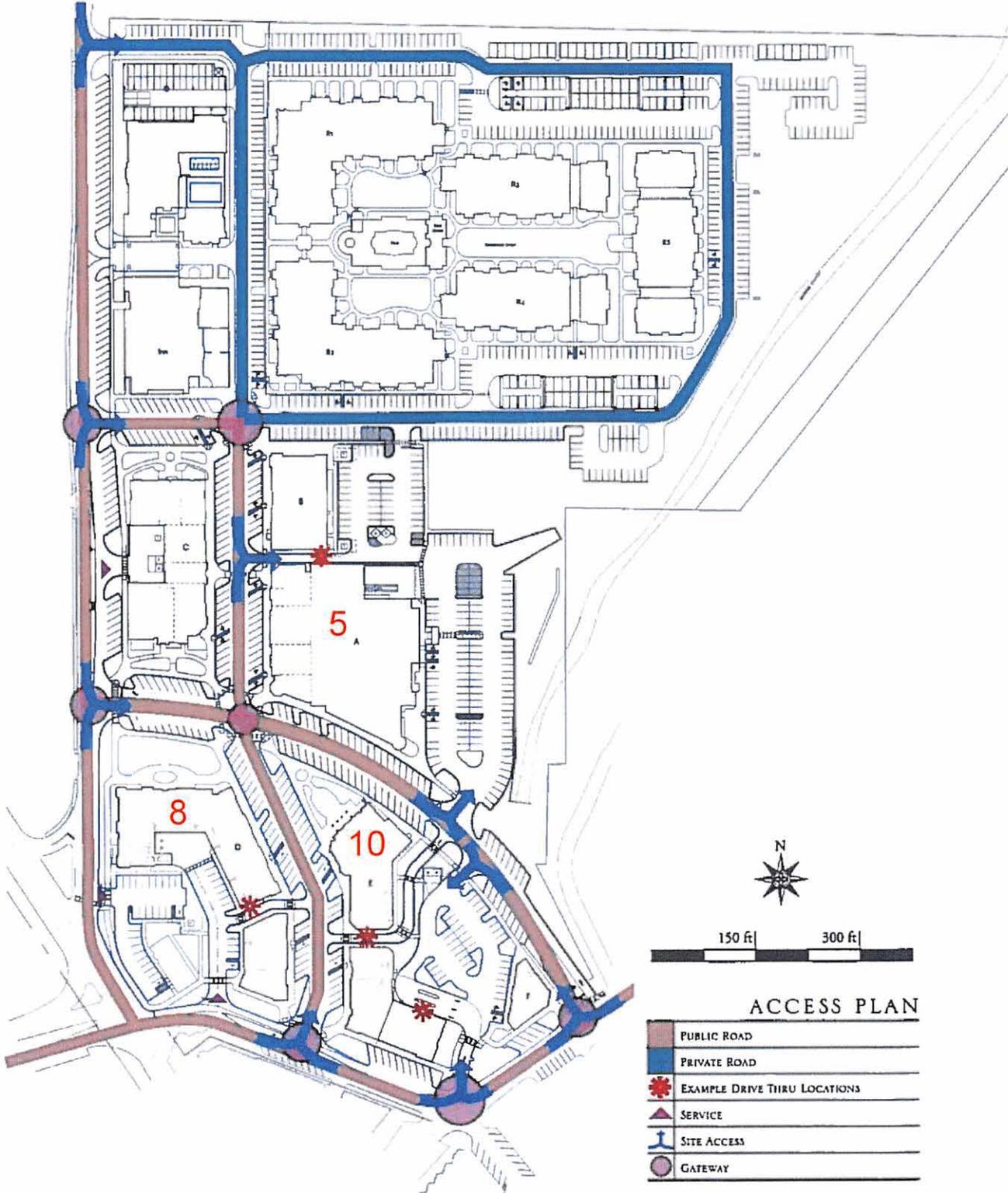
- Widen Lane Park Road to a three lane cross section from the intersection of Cahaba Road/Culver Road/U.S. Hwy. 280 ramps for approximately 440 feet northward (including turn bay storage, turn bay taper, and transition taper).
- Widening of Culver Road to a three lane cross section.
- Restriping Montevallo 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.



Proposed Plan

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

Prepared by:

Skipper Consulting, Inc.

3644 Vann Road, Suite 100
Birmingham, Alabama 35235



SIGNED: *Richard Lyn Caudle*

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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.

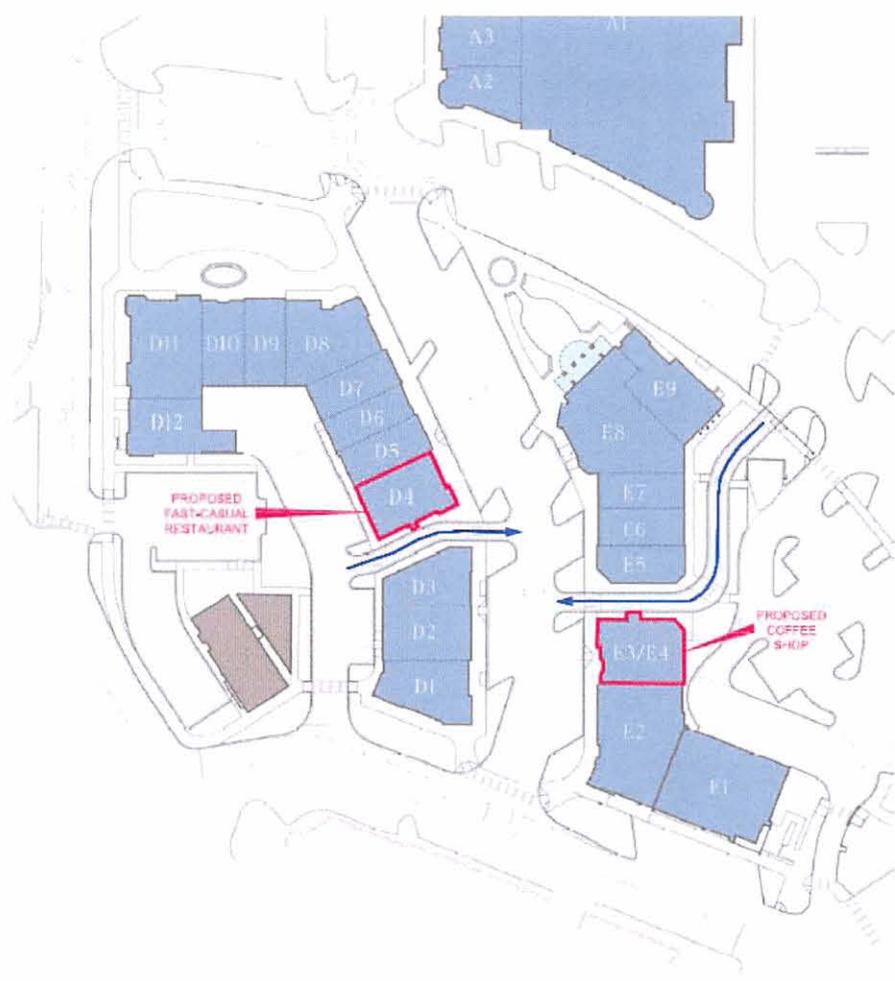


Figure 1. Drive-Through Locations

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.

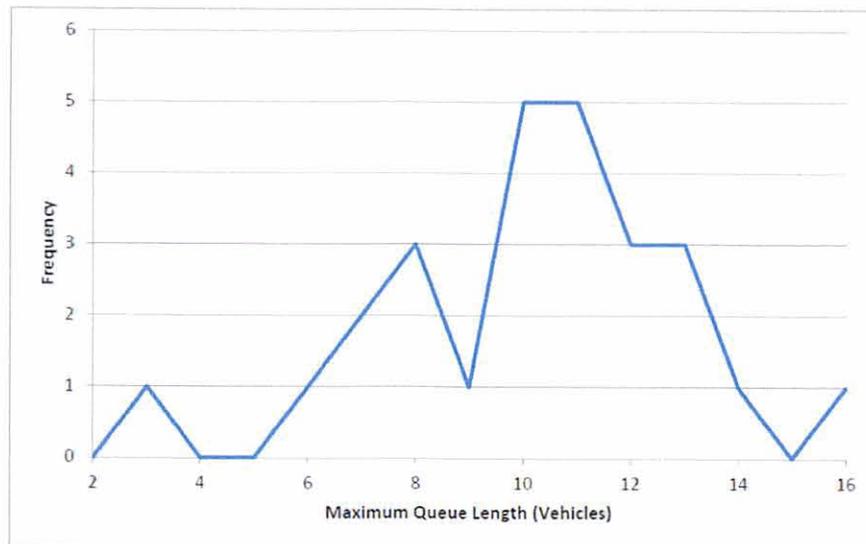


Figure 3.3.2 – Drive-Through Coffee Shop Maximum Queue Frequency – MN + KS Data
Source: *Drive-Through Queue Generation*, Mike Spack, P.E., et al

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

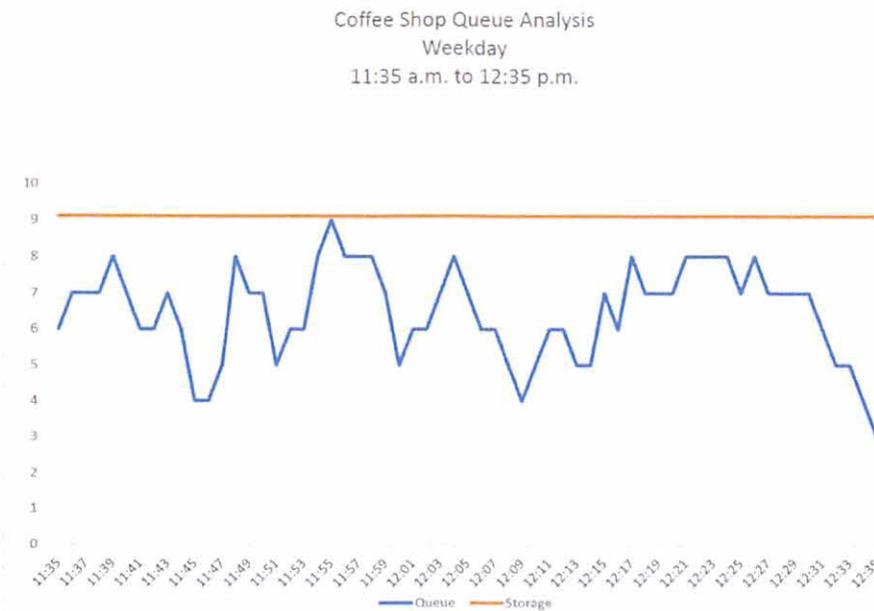
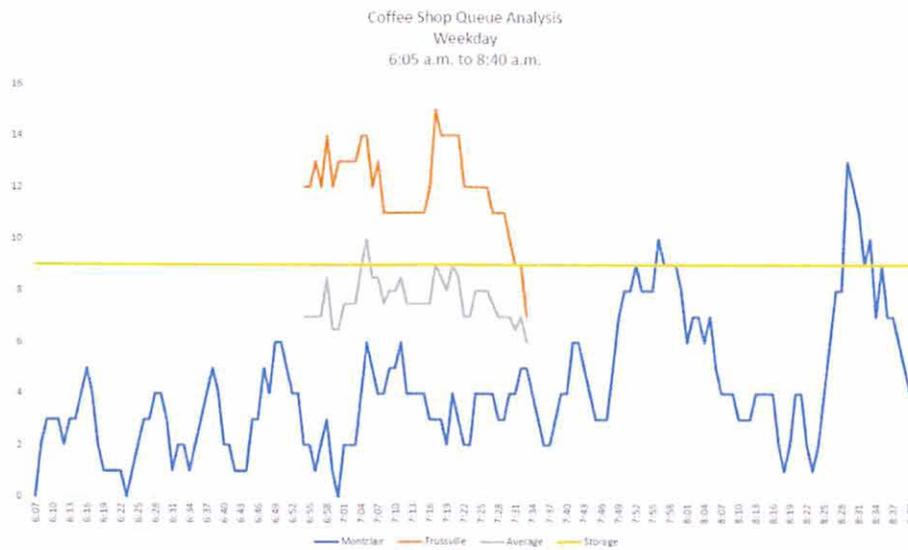
Existing queue length studies available were determined to be insufficient for the purposes of this report. In order to provide a complete picture of the queues, not only the length of the maximum queues must be determined, but also the duration (in minutes) of any queues which exceed the storage available 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:

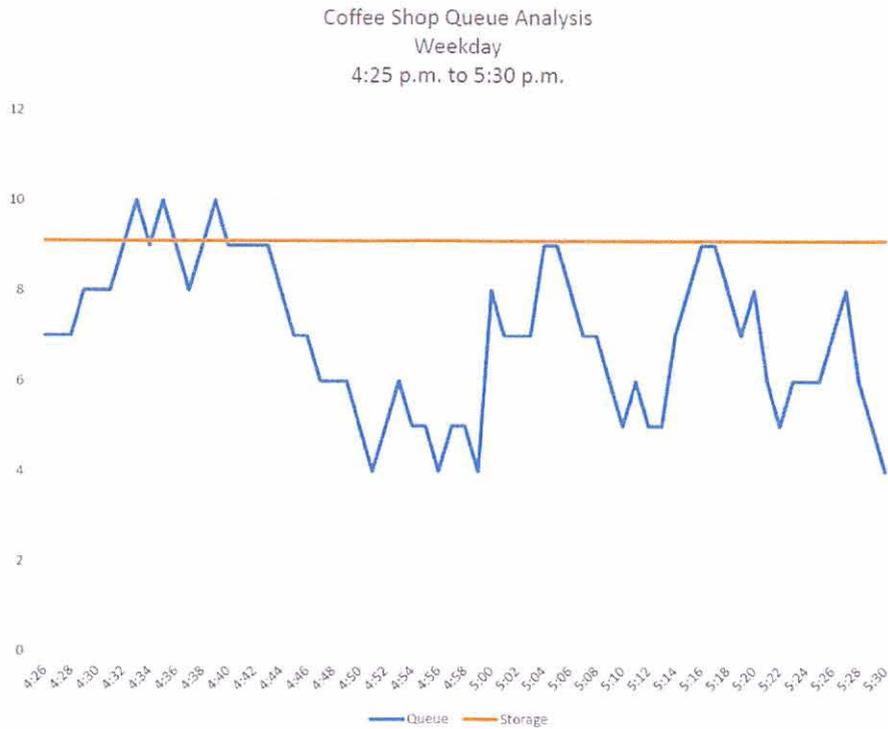
- Coffee Shops
 - Starbucks on U.S. Highway 11 in Trussville

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

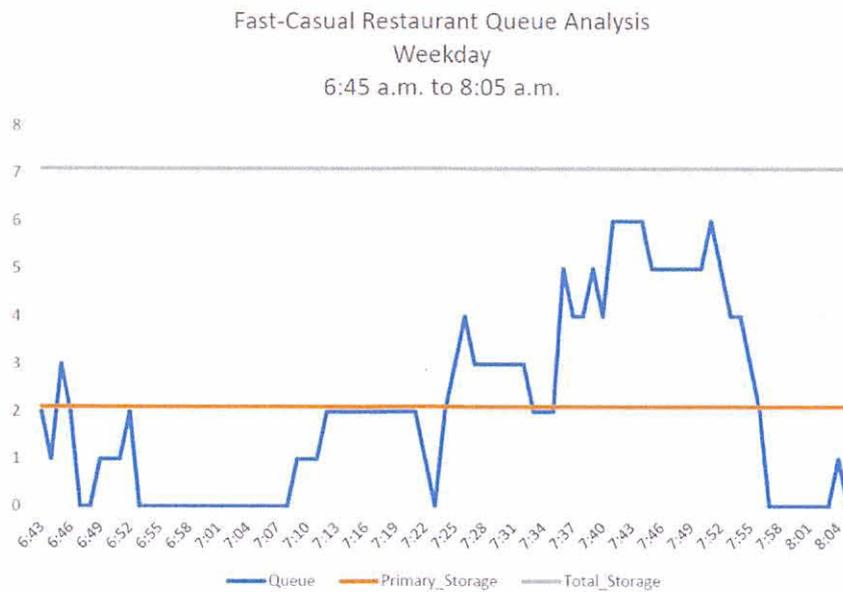
Data collection was performed by observing the queues during the morning, midday, and afternoon peak periods, with the queue data collected minute-by-minute. The results of the queue length data collection are depicted in the following graphs.

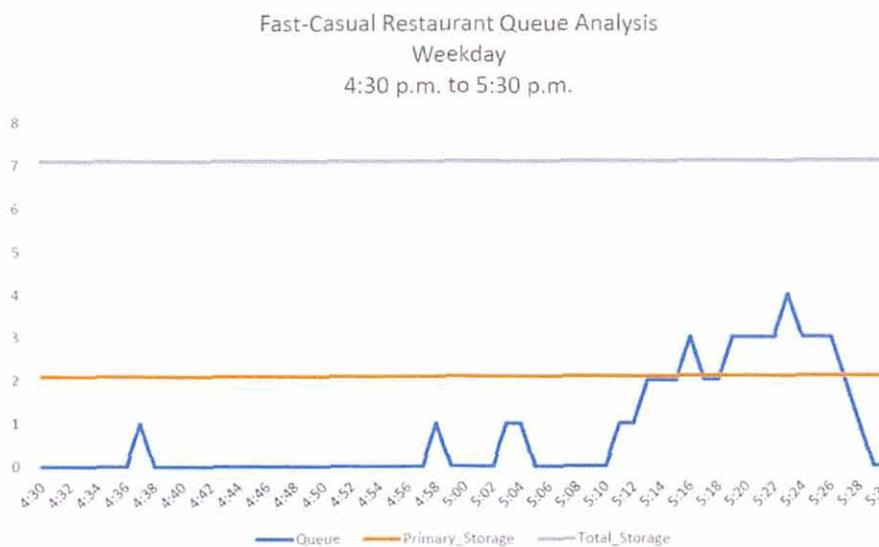
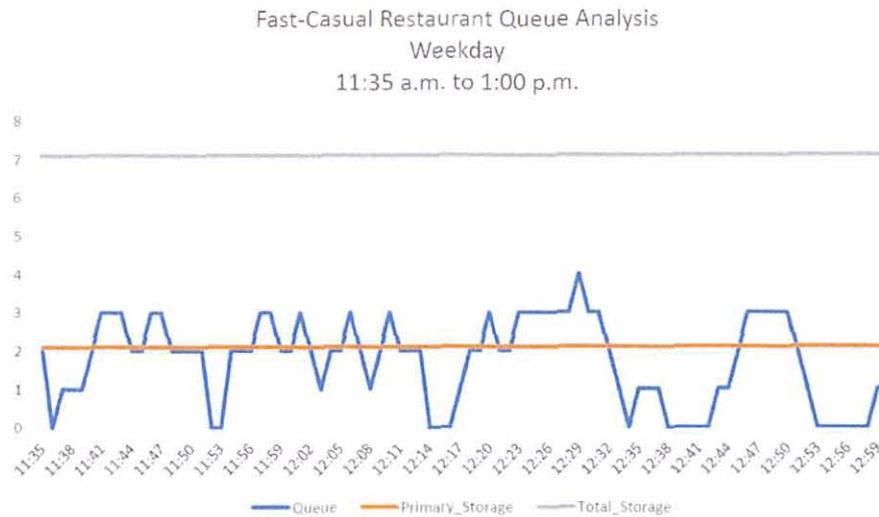
COFFEE SHOP QUEUES





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.