

**PRE-MEETING AGENDA
MOUNTAIN BROOK CITY COUNCIL**

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

APRIL 13, 2020, 6 P.M.

As authorized by the Governor of the State of Alabama on March 18, 2020, elected officials may deliberate by means of telephone conference, video conference or other similar means of communication. Members of the public are also invited to listen, observe and participate in public meetings by such means as well.

Due to COVID-19 and the mandate that public gatherings of 10 or more are not permitted, the City Council shall convene by way of electronic communications and public attendance at the meeting will not be permitted. Therefore, should anyone wish to listen, observe or participate in the City Council meetings of April 13, 2020 at 7 p.m. (pre-meeting at 6 p.m.), please join by way of the Zoom app (re: Meeting ID 318-161-059, password 043752).

1. Engagement of bond counsel for anticipated debt issuance-Steve Boone (See attached information. This item may be added to the formal agenda.)
2. Revision of the City's OPEB Trust investment policy and selection of investment advisor-Steve Boone (See attached information. This item may be added to the formal agenda.)
3. Citations for violations of COVID-19 Social Distancing directives-Chief Cook (See attached information. This item may be added to the formal agenda.)
4. Additional retaining walls at the Athletic Complex-Shanda Williams (See attached information. This item may be added to the formal agenda.)
5. Conditional Use for MPower Fitness, 2419 Canterbury Road-Dana Hazen (See attached information. This item may be added to the formal agenda.)

Barry A. Staples
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April 2, 2020

Sam Gaston (gastons@mtnbrook.org)
City Manager
City of Mountain Brook, Alabama
VIA EMAIL

**Agreement for Legal Services as Bond Counsel
for
City of Mountain Brook, Alabama**

Maynard, Cooper & Gale, P.C. ("Maynard") accepts with pleasure the engagement to provide the legal services described herein as bond counsel to the City of Mountain Brook, Alabama (the "City") with respect to the within Transaction on the terms of this Agreement.

Scope of Engagement; the Transaction

The City proposes to issue its General Obligation Warrants, Series 2020 (the "Warrants"), for the purposes of (i) financing certain capital improvements within the corporate limits of the City, and (ii) paying the costs of issuance of the Warrants (collectively, the "Transaction").

As bond counsel to the City, Maynard will undertake the following actions:

- (1) Negotiate and draft all resolutions, ordinances, certificates, and other instruments necessary for the issuance, execution and delivery of the Warrants, including, without limitation, any requests for proposals to potential lenders or underwriters, as requested by the City; and
- (2) Upon the of issuance of the Warrants, deliver a legal opinion as to the validity of the Warrants and the excludability of interest thereon from gross income for certain federal and State of Alabama income tax purposes, which opinion shall be based upon existing law, the certification of facts (without independent investigation by Maynard) by the City and other persons and an opinion of Bishop, Colvin, Johnson & Kent, LLC, as counsel to the City, and subject to (i) standard exceptions for judicial discretion, governmental police powers, and bankruptcy laws, and (ii) the completion to the satisfaction of Maynard of all legal proceedings and all applicable legal requirements.

Fees and Expenses

The City and Maynard agree that the City shall pay to Maynard legal fees and expenses for services performed on the date of issuance of the Warrants. The amount of Maynard's fees shall be determined jointly by the City and Maynard prior to the issuance of the Warrants and shall be based upon several factors, including, without limitation, (i) the structure of the Transaction, (ii) the original principal amount of the Warrants, and (iii) the number of hours required to negotiate and document the Transaction. If, for any reason, the Warrants are not issued, Maynard will not invoice the City for its legal fees and expenses.

Attorney-Client Relationship

The City and Maynard agree that (a) this Agreement creates an attorney-client relationship between the City and Maynard for the performance by Maynard of only the traditional legal services described herein; provided, however, the representation of the City by Maynard will not affect the responsibility of Maynard to deliver an objective legal opinion with respect to the Warrants; (b) Maynard has not represented itself as a financial advisor or financial expert regarding the issuance of municipal securities or municipal financial products; (c) the City has consulted its own financial and other advisors to the extent it has deemed appropriate in connection with the Transaction; and (d) during the term of this Agreement, Maynard will not represent or act as counsel to, or as intermediary between or among, any other person or entity involved (i) in the Transaction unless Maynard determines that such representation is not adverse to the City or the potential for adversity to the City is remote or minor or involves a matter unrelated to the Transaction, or (ii) in any matter adverse to the City.

Acknowledgements and Waivers

Maynard currently serves as national litigation counsel to Associated Pharmacies, Inc. ("API"). In a complaint filed on March 15, 2018 (1:18-op-45558-DAP), the City joined other plaintiffs to file suit against 26 defendants regarding opioid manufacturing and distribution (the "Litigation"). The Litigation was subsequently transferred to the Opioid MDL pending in federal district court in Ohio (the "MDL Proceeding"). While Maynard represents API in the MDL Proceeding and has advised API in connection with the Litigation, it has not appeared as counsel of record specifically in the Litigation, which is currently stayed by order in the MDL Proceeding. Upon the execution of this Agreement by the City, Maynard agrees that it will not represent API in the Litigation against the City during the pendency of this engagement. In the event the stay is lifted or the Litigation otherwise moves forward during this engagement, API will be represented by other counsel with respect to the claims asserted by the City. However, Maynard will continue to participate in the Litigation with respect to claims asserted by plaintiffs other than the City. We do not believe our representation of API with regard to the Litigation to date will adversely affect our representation of the City in the Transaction. However, we want to make the City aware of this representation, and we request your consent to proceed with our representation of the City in light of our prior representation of API in the Litigation. The City's execution of this Agreement will be sufficient to indicate its consent.

Additionally, as the City is aware, we want to acknowledge that one of our partners, David Smith, is the husband of Council President Virginia Smith. We request that the City and Councilmember Smith consult with the City Attorney to ensure compliance with Alabama law regarding conflicts of interest with regard to Maynard's representation of the City with respect to the Transaction.

Term and Termination of Agreement and Engagement

The City and Maynard agree that (a) this Agreement shall become effective, and the engagement of Maynard shall commence, on the date hereof and this Agreement shall continue thereafter in force and effect governed by the laws of the State of Alabama (without regard to principles of conflict of laws) until this Agreement shall be terminated (i) in advance of completion of the Transaction, either by written notice thereof by the City to Maynard or by written notice thereof by Maynard to the City in compliance with the rules of professional responsibility; or (ii) upon completion of the Transaction; and (b) upon termination of this Agreement (i) Maynard shall return to the City all papers and property of the City, (ii) Maynard may retain or destroy all files and work product of Maynard relating to the Transaction, and (iii) Maynard will not, except pursuant to separate written engagement with the City, have any continuing obligation to advise the City of changes in law that may affect or pertain to the Transaction or to represent the City in any litigation, or governmental audit or investigation, with respect to the Warrants.

Testimonium

The undersigned have executed and delivered this Agreement on the above date by authorized officers or legal representatives thereof.

Maynard, Cooper & Gale, P.C.

City of Mountain Brook Alabama

By _____

By _____

Its _____

Its _____



CITY OF MOUNTAIN BROOK

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

April 9, 2020

Re: OPEB Trust Investment Policy

The City's retiree medical (OPEB) trust, established in 2008, has adopted the same investment policy as the City. As of September 30, 2019, the City had a total OPEB liability of approximately \$6 million and trust investments of approximately \$3 million.

Because the OPEB trust is invested exclusively in fixed income securities, the OPEB liability has been determined using a 3.5% discount rate.

A recommendation was made by the Finance Committee last summer that the City consider revising the OPEB investment policy and introduce a mix of debt and equity securities.

The Mayor, City Manager and Finance Director met with various investment advisors and are recommending the City engage Regions Investment Management to 1) assist in the development of a conservative investment policy statement with the expressed objective of achieving a net return of 5.5% and 2) manage the OPEB trust investments.

Upon implementing this change, GASB standards will allow the actuary to determine the total OPEB liability using a 5.5% discount rate which will result in a reduction of the total liability by \$1 million or more effective September 30, 2020.

The funds held in the trust are not needed for the foreseeable future. Currently, the City is paying 100% of the net retiree medical premiums and other operating costs of the trust and depositing \$300,000 annually into the trust. The expectation is that by increasing the investment returns, eventually the City should fully fund the OPEB liability and conceivably reduce the annual trust deposit which is paid from the General Fund.

City of Mountain Brook, Alabama

Notes to Financial Statements

Asset Class	Long-Term Expected Real Rate of Return
Domestic Equity	6.0%
Corporate Bonds	5.0%
Certificates of Deposit	1.0%
Cash	0.0%

Discount Rate. The discount rate used to measure the total OPEB liability was 3.5%. The projection of cash flows used to determine the discount rate assumed that City contributions will be made at rates equal to the actuarially determined contribution rates. Based on those assumptions, the OPEB plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on OPEB plan investments was applied to all periods of projected benefit payments to determine the total OPEB liability.

Sensitivity of the net OPEB liability to changes in the discount rate. The following represents the net OPEB liability of the City, as well as what the City's net OPEB liability would be if it were calculated using a discount rate that is one percentage point lower (2.5%) or one percentage point higher (4.5%) than the current discount rate:

	1% Decrease (2.5%)	Current Rate (3.5%)	1% Increase (4.5%)
City's net OPEB liability	\$ 3,584,064	\$ 2,904,202	\$ 2,313,402

Handwritten notes: \$1.1 - 1.2 million impact (next to 2.5% column); \$2313402 * \$2313402 (above 3.5% column); \$2904202 (below 3.5% column); \$1.8 million (below 4.5% column).

Sensitivity of the net OPEB liability to changes in the healthcare cost trend rates. The following represents the net OPEB liability of the City, as well as what the City's net OPEB liability would be if it were calculated using healthcare cost trend rates that are one percentage point lower (4.5%) or one percentage point higher (6.5%) than the current healthcare trend rates:

	1% Decrease (4.5%)	Current Rate (5.5%)	1% Increase (6.5%)
City's net OPEB liability	\$ 2,282,049	\$ 2,904,202	\$ 3,619,194

7. Commitments and contingencies

The City is charged by the Jefferson County Commission for shared services. The assessments for shared services charged to the City during 2019 and 2018 were as follows:

	2019	2018
Property tax commissions	\$ 225,406	\$ 220,451
Maintenance of maps and appraisals	260,838	238,057
Jefferson County Health Department	126,765	124,045
Birmingham-Jefferson County Transit Authority	121,987	121,451
Personnel Board of Jefferson County	226,644	281,206
Birmingham Regional Planning Commission	12,350	12,350

With the exception of the Personnel Board and Planning Commission costs, the above expenses are deducted from the ad valorem property taxes remitted by the Jefferson County Tax collector (Note 1.S.) to the City of Mountain Brook. For financial reporting purposes, the City grosses-up the General Fund ad valorem tax revenues and general government expenditures by these amounts.

INVESTMENT POLICY STATEMENT

The City of Mountain Brook Section 115 (OPEB) Trust Agreement Adopted [Date]

This Investment Policy Statement (“Policy”) is intended to govern the investment practices of the assets of The City of Mountain Brook Section 115 Trust Agreement (“Trust”), so that all individuals with either direct or indirect responsibility may understand and manage investment assets, hereafter referred to as the “Trust”.

This Policy addresses the following:

- The general goals of the Trust
- The specific investment objective of the Trust
- Asset allocation and rebalancing policies
- Measurement and evaluation of investment performance
- Policies and guidelines for Investment Managers

A. Policy

Trust assets will be managed on a total return basis while considering the level of liquidity required. The Mountain Brook City Council recognizes the importance of the long-term preservation of capital, but also adheres to the principle that varying degrees of investment risk are generally rewarded with commensurate returns over the long term. Therefore, investments with different types and degrees of risk are appropriate for the Trust, provided that such risks are regularly identified and managed.

B. Roles and Responsibilities

The City Council is authorized to delegate certain responsibilities to professional experts in various fields, including the flexibility to retain, terminate, or replace an Investment Manager. This delegation of authority allows for sufficient flexibility in the management process to capture investment opportunities as they arise

The City Council is responsible for:

1. Establishing and maintaining the Investment Policy Statement and Target Asset Allocation.
2. Monitoring the performance and risk profile of the Trust.
3. Reviewing the Investment Consultant’s implementation of the investment program.
4. Hiring, terminating, or replacing the Investment Consultant.
5. Reviewing and addressing all potential conflicts of interest.

The Investment Consultant is responsible for:

1. Selecting, rebalancing, terminating, and making tactical shifts between Investment Managers.
2. Monitoring the appropriateness of each Investment Manager's strategy given the overall investment strategy, philosophy, and objective.
3. Monitoring the investment performance of each Investment Manager relative to its established benchmark and peer group.

4. Overseeing Trust assets and reporting on the status of the investments to the Finance Committee.
5. Sourcing and managing the liquidity needs of the Trust as it relates to both periodic withdrawals and contributions.

C. Investment Goals and Objectives

Background

In June 2004, the Governmental Accounting Standards Board (GASB) issued GASB Statement 45, Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions (OPEB). GASB 45 is an accounting and financial reporting provision requiring governmental employers to measure and report the liabilities associated with other (than pension) postemployment benefits (OPEB).

GASB 45 requires: (1) recognition of the cost of benefits in periods when the related services are received by the employer. Benefits may include medical, dental, vision, hearing, life, and other health related benefits; (2) certain financial statement reporting and notes; (3) an actuarial study every 2 years for organizations to determine the annual required contribution (ARC); and (4) reserving funds to cover retiree post-employment benefits. An irrevocable trust fund is recommended by GASB 45 but is not a requirement of GASB 45. However, properly funding the trust will reduce the organization's long-term post-employment benefit liability.

Return

The expected return objective for the portfolio is to provide an annualized total return, net of fees, equivalent to 5.5% over a full market cycle, which is defined as a seven to ten-year time period. Additionally, the City Council has set a goal of outperforming, net of all investment expenses, a blended market index which best represents the strategic asset allocation of the Trust's overall investment structure.

Blended Total Portfolio Benchmark (based on the asset allocation described in Section D below):

50.00%	S&P 500 Value
50.00%	Barclay's Capital U.S. Aggregate Bond Index

- The **S&P 500 Value Index** is a market-capitalization-weighted index developed by Standard and Poor's. The Index represents the value companies of the S&P 500 Index, a widely recognized benchmark of U.S. stock market performance that is dominated by the stocks of large U.S. companies. The index looks to track the value companies of the S&P 500 as identified by the following factors: book value to price ratio, earnings to price ratio, and sales to price ratio.
- The **Barclays Capital U.S. Aggregate Bond Index** is the most common index used to track the performance of investment grade bonds in the U.S. The Index is weighted according to market capitalization. Treasury securities, mortgage-backed securities (MBS) foreign bonds, government agency bonds and corporate bonds are some of the categories included in the index. The bonds represented are medium term with an average maturity of approximately 4.5 years. In all, the index represents about 8,200 fixed-income securities with a total value of approximately \$15 trillion (about 43% of the total U.S. bond market). To be included in the index, bonds must be rated

investment grade (at least Baa3/BBB) by Moody's and S&P. However, almost 80% of bonds represented in the index have an AAA rating.

Risk

Higher returns involve higher volatility and the City Council is willing to tolerate some volatility (based on the target allocation of the Trust) to meet its long-term total return objectives. However, it is intended that the Trust assets be managed and diversified in a manner that seeks to minimize principal fluctuations over the established time horizon. The Trust should experience risk as measured by volatility or variability of return not materially higher than that of the blended benchmark as defined above.

The investment goals above are the objectives of the aggregate Trust, and are not meant to be imposed on each Investment Manager.

D. Asset Allocation

Diversification across asset classes is a core principle of prudent portfolio management. Academic research suggests that the decision to allocate assets among various asset classes will far outweigh security selection and other decisions that impact portfolio performance. The asset class targets and ranges below show the approved investment levels associated with the Trust's investment objectives. Within each of these asset categories, sub asset classes and strategies, which are expected to act and react in combination, will be used. The portion of the Trust invested in each sub-class and strategy will change periodically to reflect the Investment Manager's and or Investment Consultant's tactical investment policy so long as it is within the acceptable ranges listed. Any proposed investment changes outside these ranges must be approved by the Finance Committee prior to being implemented. Asset allocation targets and ranges should be reviewed by the Finance Committee annually.

Target Asset Allocation

	Tactical Minimum	Strategic	Tactical Maximum
Global Equity	55%	65%	75%
U.S. Large Cap Equity	55%	65%	75%
U.S. Small/Mid Cap Equity	0%	0%	0%
Non-U.S. Equity	0%	0%	0%
Global Fixed Income	25%	35%	45%
U.S. Investment Grade Bonds	25%	35%	45%
Non-U.S. Bonds	0%	0%	0%
High Yield Bonds	0%	0%	0%
TIPS	0%	0%	0%
Cash	0%	0%	5%

From time to time, market conditions may cause the portfolio's investments to vary from the established target allocations. To remain consistent with the asset allocation guidelines established by this Policy, each broad asset class (as defined above) in which the Trust invests shall be reviewed periodically for

potential rebalancing back to target or initial allocations. The Investment Consultant retains the ability to not rebalance the Trust back to target or initial allocations based on market conditions, economic events or account activity if allocations remain within the permissible ranges.

Further liquidity guidelines: Investments may be made through a combination of externally managed portfolios (separately managed accounts / models), commingled funds, and partnerships with various liquidity terms. At all times, 100% of the Trust should offer daily liquidity.

E. Asset Class Guidelines

1. **Cash** is intended to serve as the principal source of liquidity for operating cash flow for the Trust. It will be invested in only the safest assets including Treasury bills, Agency notes, or very safe money market instruments that focus on Treasury bills and equivalents. The focus is on safe, highly liquid assets as opposed to generating significant yield. There are no manager-specified limits for cash.
2. The purpose of the **Fixed Income** allocation will be to (i) provide current income to support operating cash flow, (ii) provide capital stability during uncertain economic times, and (iii) to provide overall portfolio diversification. As a result, both credit quality and preservation of principal will be a core emphasis of this allocation thus positions in investment grade securities issued by sovereign governments, corporations and/or financial institutions will be core holdings within the fixed income portfolio.
3. The purpose of the **Equity** allocation is to provide long-term capital appreciation. The objective in selecting equity managers is to generate average annual compounded returns higher than the relevant broad market indices (i.e., S&P 500 Value), net of fees, over full market cycles (7-10 years). However, these returns are subject to significant variability over short- to medium-time periods of less than five years.

F. Restrictions

1. There shall be no short-selling, options trading, financial futures, securities lending, or other specialized investment activity without prior approval of the City Council, except as a purchase of another security or as part of an open-end investment company registered under the Investment Company Act of 1940.
2. There shall be no non-marketable, direct investments in equity or debt private placements or leasebacks.
3. The Trust may not, invest in separate accounts, open-end investment companies, or other commingled funds whose primary investment strategies do not follow the guidelines set forth in this statement.

G. Cash Flows and Rebalancing

Interest and dividends generated by Investment Managers will generally be re-invested according to the Investment Manager's mandate. The Investment Consultant will be responsible for making choices about additions or withdrawals to or from different Investment Managers, as per Section B (Roles and Responsibilities) as well as Section E (Asset Allocation).

H. Meeting Schedule

The Investment Consultant will meet with the City Council or Finance Committee, at the City Council's discretion, in person or via conference call at least once a year, and at other times deemed necessary by the City Council and/or Finance Committee, to review the performance and Trust's compliance with Investment Policy objectives and guidelines.

I. Policy Review

This Investment Policy Statement will be reviewed annually by the Finance Committee, at the request of the City Council, who shall advise the City Council that such Investment Policy should be either reaffirmed or amended.

Adopted this day _____

By: _____



**STATE OF ALABAMA
OFFICE OF THE ATTORNEY GENERAL**

**STEVE MARSHALL
ATTORNEY GENERAL**

**501 WASHINGTON AVENUE
MONTGOMERY, AL 36130
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**March 21, 2020
Updated on March 27, 2020**

GUIDANCE FOR LAW ENFORCEMENT

**FROM: Steve Marshall *SM*
Attorney General**
SUBJECT: Enforcement of State Health Order

On Thursday, March 19th, the State Public Health Officer issued an order suspending certain public gatherings to prevent the spread of COVID-19. That order was amended on Friday, March 20th to clarify the intended application of the order for businesses and their employees. In response to changing conditions, a new state health order was issued on March 27, 2020 and supersedes all previous orders.

The March 27th order was also adopted as an emergency rule by the State Health Officer, pursuant to the authority granted by regulation 420-1-2-.07(e) of the Alabama Administrative Code (the State Health Officer may adopt an emergency rule without notice or hearing if there is an immediate danger to public health), and in accordance with Sections 22-2-2(6) (empowering the agency to adopt rules and giving those rules the force of law) and 22-2-8 (the State Health Officer may act on behalf of the State Committee of Public Health when it is not in session) of the Code of Alabama. ALA. ADMIN. CODE 420-1-2-.07(e); ALA. CODE §§ 22-2-2(6), -8.

The effect of the order and the promulgation of the emergency rule is that the March 27th order is now enforceable under Section 22-2-14, which states:

Any person who knowingly violates or fails or refuses to obey or comply with any rule or regulation adopted and promulgated by the State Board of Health of this state shall be guilty of a misdemeanor and, upon conviction, shall be fined not less than \$25.00 nor more than \$500.00 and, if the violation or failure or refusal to obey or comply with such rule or regulation is a continuing one, each day's violation, or failure or refusal shall constitute a separate offense and shall be punished accordingly.

ALA. CODE § 22-2-14. Given the criminal nature of a violation of Section 22-2-14, prosecutors and law enforcement should be aware of their authority to act as

needed to enforce the state health order. While the unprecedented nature of this pandemic and the government's evolving response seem to demand some restraint related to criminal enforcement of this order, **if a violator has been made aware of the state health order and the refusal to comply presents a threat to public health and safety, the penalties of Section 22-2-14 are available as an enforcement tool.**

NOTE: Following the issuance of the March 20th amended state health order, the Attorney General's Office received questions related to enforcement of the order's provision on "elective" medical procedures. Section 7 of the March 27th order provides greater detail for healthcare providers and the general public on procedures that must be halted during the state of emergency. **Be advised that this order applies to all healthcare facilities and providers, without exception.** The order does not offer a total exemption for any specific type of provider or clinic, but instead provides exemptions from mandatory postponement only for two distinct classes of procedures: a) those necessary to treat an "emergency medical condition"; and b) those necessary to avoid serious harm from an underlying condition or disease, or are necessary as part of a patient's ongoing and active treatment. Violations of this order are enforceable under Section 22-2-14.

“Safer at Home” Statewide Public Health Order Frequently Asked Questions

1. May businesses or venues not specifically listed for closure continue their normal operations? For example, are hardware stores or home improvement stores required to close to non-employees? What about veterinary clinics? Dry cleaners? Car dealerships? Etc.

Businesses or venues not specifically listed in the order for closure may continue their normal operations, subject to the laws and regulations they must ordinarily follow as well as the other parts of the order. In short, if a business or venue is not on the list, it's not closed.

2. Must businesses or venues that may remain open limit the number of customers inside at one time?

It depends. The order's social-distancing rule, in paragraph 1, prohibits “non-work related gatherings” of 10 persons or more or non-work related gatherings of any size that cannot maintain a consistent 6-foot distance between persons. So the question is whether the customers are “gathering.” In a large, uncrowded grocery store, for example, where customers may easily walk past one another, it is unlikely that any “gathering” is taking place even if many more than 10 people are inside. On the other hand, a group of 10 people congregating in a confined space over an extended length of time would be more likely to constitute a gathering.

3. May retail stores ordered to close offer delivery or curbside services?

Yes. The order requires certain categories of retail “stores” to be “closed to non-employees.” This language requires the closure of the store building to customers but would not preclude delivery or curbside services if the store complies with the order's other provisions, such as the social-distancing rules.

4. What about “big box” stores? In other words, must a retail store close if it has some characteristics of a store listed for closure but is not generally considered to fall within one of the specific listed categories?

Remember, if a store is not on the list, it's not closed.

So a “big box” store would not be closed—though it still must comply with the order's other provisions.

5. What do I do if I cannot tell whether my store or venue must close? For example, is a mattress store a “furniture” or “home-furnishings store”? Is a sewing-machine store a “craft” store? Is a drive-in theater a “theater”?

Remember, if a store is not on the list, it's not closed. But in cases that are truly difficult to answer, a store owner should contact local law enforcement for guidance. The Attorney General has cautioned law enforcement that “the unprecedented nature of this pandemic and the government's evolving response seem to demand some restraint related to criminal enforcement of this order,” and local law enforcement can obtain guidance from appropriate state authorities in truly difficult cases.

6. May sporting goods stores and other retail stores that sell firearms and ammunition remain open to customers inside the store?

The order specifically lists “sporting goods stores” for closure, so a sporting goods store must close even if it sells firearms and ammunition. Gun shops, on the other hand, are not specifically listed; thus, they may remain open.

7. If playgrounds are closed, are parks still open otherwise? Is it still okay to exercise outside?

Yes, parks are still open, and it is still okay to exercise outside. Just do not gather with more than 10 people or with any number of people if you cannot maintain a consistent 6 feet of separation.

8. Can physical therapists and chiropractors continue to provide therapy services to patients under the order?

Yes. Physical therapists and chiropractors are medical providers subject to the rule. But, like other providers of dental, medical, or surgical procedures, they may provide services that are necessary to treat an emergency medical condition, or are necessary for a patient to avoid serious harm from an underlying condition or disease, or are a necessary part of a patient's ongoing and active treatment.

**ORDER OF THE STATE HEALTH OFFICER
SUSPENDING CERTAIN PUBLIC GATHERINGS
DUE TO RISK OF INFECTION BY COVID-19**

(APPLICABLE STATEWIDE)

AMENDED MARCH 27, 2020

WHEREAS, Coronavirus Disease 2019 (COVID-19) has been detected in Alabama; and

WHEREAS, the appearance of COVID-19 in the State poses the potential of widespread exposure to an infectious agent that poses significant risk of substantial harm to a large number of people; and

WHEREAS, the State Board of Health has designated COVID-19 to be a disease of epidemic potential, a threat to the health and welfare of the public, or otherwise of public health importance; and

WHEREAS, on March 13, 2020, on recommendation of the State Health Officer, Kay Ivey, Governor of the State of Alabama, declared a state public health emergency exists in the State of Alabama; and

WHEREAS, on March 16, 2020, the Jefferson County Health Officer, in response to a rapidly growing number of cases of COVID-19 being detected in Jefferson County, issued an order suspending certain public gatherings in that county; and

WHEREAS, on March 17, 2020, the State Health Officer issued a similar order for counties surrounding Jefferson, including Blount, St. Clair, Shelby, Tuscaloosa, and Walker Counties, and

WHEREAS, on March 19, 2020, the State Health Officer issued an order, and on March 20, 2020, an amended order, of statewide application suspending certain public gatherings;

WHEREAS, further social distancing measures are necessary to be implemented on a statewide basis to prevent the spread of COVID-19; and

WHEREAS, Ala. Code § 22-2-2(4), authorizes the State Health Officer, on behalf of the State Board of Health, to direct that conditions prejudicial to health in public places within the State be abated;

NOW THEREFORE, THESE PREMISES CONSIDERED, it is ordered that the following be implemented statewide:

1. Effective March 28, 2020 at 5:00 P.M., all non-work related gatherings of 10 persons or more, or non-work related gatherings of any size that cannot maintain a consistent six-foot

distance between persons, are prohibited. Employers shall take all reasonable steps to meet these standards for employees and customers.

2. Effective March 28, 2020 at 5:00 P.M., the following “non-essential” businesses, venues, and activities shall be closed to non-employees or not take place:

- a. Entertainment venues as follows:
 - (1) Night clubs
 - (2) Bowling alleys
 - (3) Arcades
 - (4) Concert venues
 - (5) Theaters, auditoriums, and performing arts centers
 - (6) Tourist attractions (including museums and planetariums)
 - (7) Racetracks
 - (8) Indoor children’s play areas
 - (9) Adult entertainment venues
 - (10) Casinos
 - (11) Bingo halls
 - (12) Venues operated by social clubs
- b. Athletic facilities and activities as follows:
 - (1) Fitness centers and commercial gyms
 - (2) Spas and public or commercial swimming pools
 - (3) Yoga, barre, and spin facilities
 - (4) Spectator sports
 - (5) Sports that involve interaction with another person of closer than 6 feet
 - (6) Activities that require use of shared sporting apparatus and equipment
 - (7) Activities on commercial or public playground equipment
- c. Close-contact service providers as follows:
 - (1) Barber shops
 - (2) Hair salons
 - (3) Waxing salons
 - (4) Threading salons
 - (5) Nail salons and spas
 - (6) Body-art facilities and tattoo services
 - (7) Tanning salons
 - (8) Massage-therapy establishments and massage services
- d. Retail stores as follows:
 - (1) Furniture and home-furnishings stores
 - (2) Clothing, shoe, and clothing-accessory stores
 - (3) Jewelry, luggage, and leather goods stores
 - (4) Department stores
 - (5) Sporting goods stores
 - (6) Book, craft, and music stores

3. Effective March 19, 2020, at 5:00 P.M., all beaches shall be closed. For purposes of this section, the term “beach” means the sandy shoreline area abutting the Gulf of Mexico, whether privately or publicly owned, including beach access points.

4. Effective Friday, March 20, 2020, all regular programs at Senior Citizen Centers shall be ended except that Senior Citizen Centers and their partners are urged to assure that their clients continue to receive needed meals via curbside pick-up or delivery.

5. Effective today, the following shall be closed:

a. In-person instruction or classes at all schools, public and private, including but not limited to: elementary, secondary, postsecondary, technical, or specialty schools, and colleges and universities.

(1) This order is not intended to prevent any employers from making continued necessary staffing decisions. Employers are authorized to advise employees to work from home or maintain flexible work schedules. If working from home is not feasible, the employee should practice social distancing (by maintaining consistent six-foot distance between persons) and follow public health guidelines.

(2) This order shall not apply to daytime special activities programs provided by local boards of education for children, ages 6 through 12 as of March 13, 2020, of First Responders (including EMS and Fire Services) and Licensed Healthcare Providers, and their essential employees, and essential employees of the following categories of employers: State and Local Governments, Law Enforcement, Hospitals, Nursing Home/Long Term Care Facilities (including Assisted Living and Specialty Care Assisted Living Facilities), End Stage Renal Disease Treatment Centers, Pharmacies, and Grocery Stores. In these special activities programs, 12 or more children shall not be allowed in any one room at the same time, and operators of these programs are encouraged to use enhanced sanitation practices consistent with guidance from the Centers for Disease Control and Prevention and the Alabama Department of Public Health.

b. Facilities providing child day care, including any child day care facility described in Ala. Code § 38-7-2, at which 12 or more children are in a room or other enclosed or separated space at the same time. Center employees are encouraged to use enhanced sanitation and social-distancing practices consistent with guidance from the Centers for Disease Control and Prevention and the Alabama Department of Public Health. This Order does not change the Minimum Standards for Day Care promulgated by the Alabama Department of Human Resources, except that 12 or more children shall not be allowed in a room or other enclosed or separated space at the same time.

6. Effective immediately, all Hospitals and Nursing Home/Long Term Care Facilities (including Assisted Living and Specialty Care Assisted Living Facilities) shall prohibit visitation of all visitors, as defined by the facility, and non-essential health care personnel, except for certain compassionate care situations such as maternity and end-of-life.

7. Effective March 28, 2020 at 5:00 P.M., all dental, medical, or surgical procedures shall be postponed until further notice, subject to the following exceptions:

a. Dental, medical, or surgical procedures necessary to treat an emergency medical condition. For purposes of this order, “emergency medical condition” is defined as a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain, psychiatric disturbances, and/or symptoms of substance abuse) such that the absence of immediate medical attention could reasonably be expected by a person’s licensed medical provider to result in placing the health of the person in serious jeopardy or causing serious impairment to bodily functions or serious dysfunction of bodily organs.

b. Dental, medical, or surgical procedures necessary to avoid serious harm from an underlying condition or disease, or necessary as part of a patient’s ongoing and active treatment.

8. Effective March 19, 2020, at 5:00 P.M., all restaurants, bars, breweries, or similar establishments shall not permit on-premises consumption of food or drink.

a. Such establishments may continue to offer food for take-out or delivery provided the social distancing protocols, including maintaining a consistent six-foot distance between persons, are followed.

b. Such establishments are strongly encouraged to offer online ordering and curbside pick-up of food.

c. Hospital food service areas are excluded from this order provided they have their own social distancing plan.

9. If organizers or sponsors of otherwise suspended events desire, they may submit a request for an exemption from this order. While the State Health Officer is under no obligation to grant such an exemption, it shall be fairly considered based on the following criteria:

a. Effective measures have been taken to identify those attending the event who may potentially be affected with COVID-19, including but not limited to personal testing for the disease or submission of current medical clearances to the organizer.

b. Effective measures have been taken to prevent the spread of infection even by those that are infected while not symptomatic, including the provision of anti-infection measures such as proper face masks, personal sanitation measures, and other measures that may be considered proper.

The State Health Officer’s discretion under this section includes the discretion to refer exemption requests from Jefferson and Mobile Counties to the respective County Health Officer for those counties for evaluation as described above.

10. This Order shall remain in full force and effect until 5:00 P.M. on April 17, 2020. Prior to 5:00 P.M. on April 17, 2020, a determination shall be made whether to extend this Order—or, if circumstances permit, to relax this Order.

11. This Order supersedes and preempts all orders previously issued by the State Health Officer and Jefferson and Mobile County Health Officers concerning COVID-19 mitigation measures. After the date this amended order is issued, the Jefferson and Mobile County Health Officers are authorized, after approval by the State Health Officer, to implement more stringent measures as local circumstances require.

Done on this 27th day of March, 2020.



Scott Harris, M.D., M.P.H.
State Health Officer

Date: April 8, 2020

To: Council Members

From: Shanda Williams, Parks and Recreation

Subject: Proposed Retaining Wall at the Athletic Complex

The City has an existing contract with Morris-Shea Bridge Company to build two retaining walls and an access road behind Fields 3 & 4 at the Athletic Complex. This contract is for \$59,000. The larger wall behind Field 3 is complete (picture below).

Dick Shea, Chuck Kelly (the architect helping us on this project), and I feel that another retaining wall is needed behind Field 4. This wall will help with the drainage coming off the bank, make maintenance much easier and will look better than the rocky slope we have now (picture below). This wall will eliminate the need for the smaller retaining wall that was to be placed between Fields 3 & 4 to house the playground. The smaller wall is a very small portion of the original contract so the elimination of it does not equally offset the proposed wall. The new wall will allow the playground to sit flush on the ground without a need to be elevated as before. This will allow it to be more easily accessible and look better too. A sketch of the area showing all the walls discussed is on the next page.

Mr. Shea has proposed that if the city purchases the block, he will install it for no additional cost to the original contract. The cost of the block is estimated to be between \$43,000-\$47,000. Even though I do not have money budgeted for this specific project, I do have \$48,000 budgeted for another project by Field 1 that will not be completed. The Park Board is in favor of building this wall and using the money from the cancelled project.

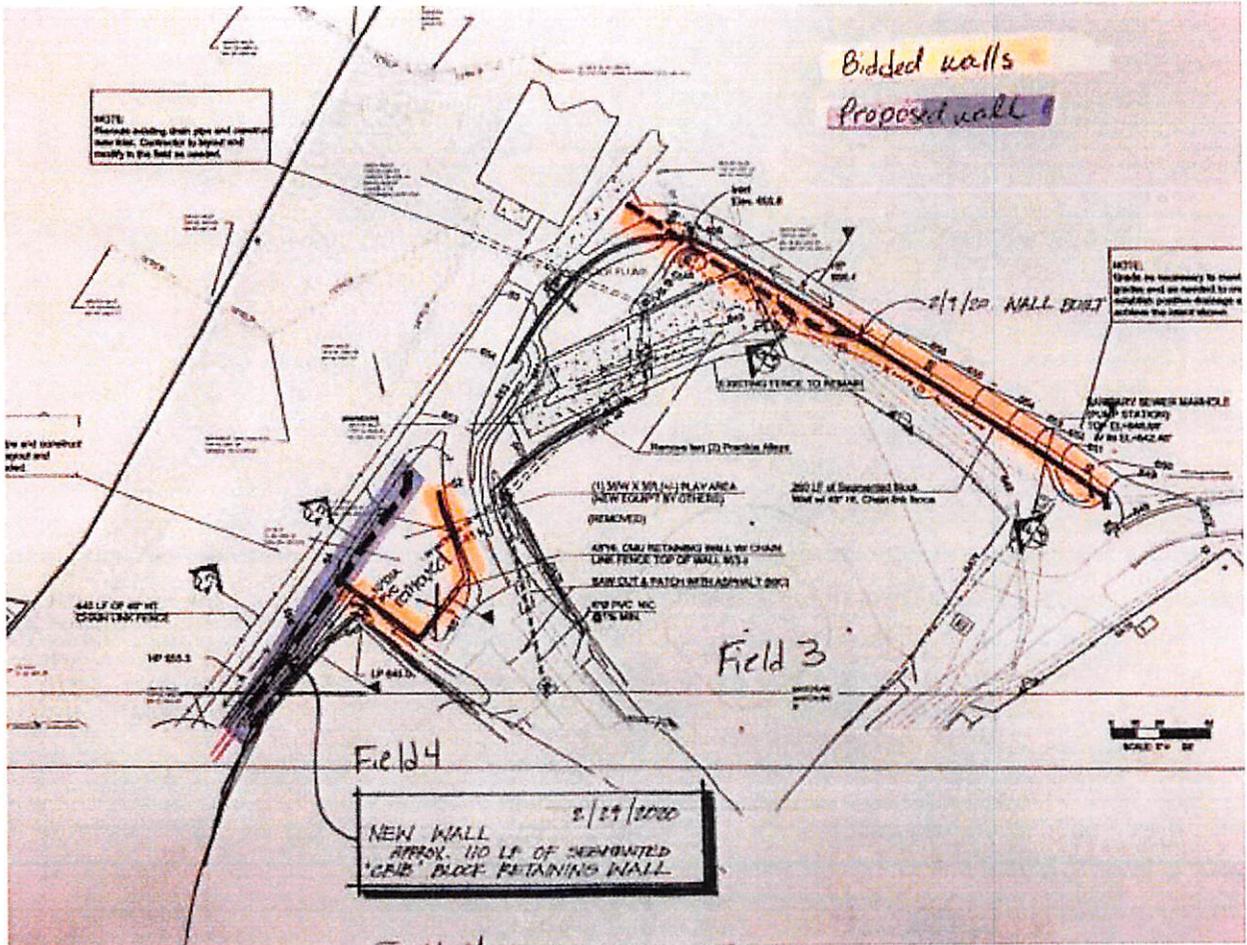
If you approve, I will send out a bid request for the purchase and delivery of the specified block. I would like to do this as soon as possible so the work can be completed in May, before other potential improvements begin.

Built wall behind Field 3



Slope behind Field 4 for proposed wall





The orange walls are part of the original contract. The U shaped one is the one that will be eliminated. The purple wall is the proposed one.

**APRIL 6, 2020
INVITATION TO BID –
PURCHASE AND DELIVERY OF RETAINING WALL BLOCK
CITY OF MOUNTAIN BROOK, ALABAMA
(BID REFERENCE: B-20200406-615)**

Bid Submission Deadline/Opening: April 22, 2020- 2:00PM

Address for Bid Submission/Opening: Office of City Manager- City of Mountain Brook
56 Church Street
Mountain Brook, AL 35213-3700
ATTN: City Manager

The City of Mountain Brook, Alabama (“City”) invites interested vendors to submit sealed bids to the City for the purchase and delivery of certain retaining wall blocks (“blocks”). Bids will be received at the above noted address until the above date and time for opening, at which time same shall be publicly opened and read as soon as possible thereafter. Because of COVID-19 guidelines, if we receive more than 10 interested bidders, an alternate virtual meeting for the bid opening may be scheduled.

Parties interested in receiving the Specifications for the Blocks, Instructions to Bidders and other information concerning this Invitation to Bid should contact Shanda Williams at 205-802-3879 or at williamssh@mtnbrook.org. Questions about the Specifications should be directed in writing to Mrs. Williams.

To be considered by the City, a bid must comply with (a) the requirements in the Instructions to Bidders that are set forth in the Bid Documents; and (b) Alabama law, including, but not limited to, Ala. Code (1975) §§ 41-16-50 *et seq.* and §§ 31-13-1 *et seq.*, (including, if applicable, documentation of enrollment in the E-Verify program pursuant to §31-13-9).

All bidders must use complete and submit their bid on the Bid Response Form provided in the bid documents, and provide other information requested in that package. Bids completed in pencil will not be accepted.

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

s/ _____
Sam S. Gaston, City Manager and Purchasing Agent

BID DOCUMENTS
PURCHASE AND DELIVERY OF RETAINING WALL BLOCKS

The City of Mountain Brook, Alabama ("City") intends to issue a purchase order to the successful vendor for it to supply and deliver to the City certain retaining wall blocks ("Blocks"). The Specifications for these blocks and other requirements for this award are stated below.

SECTION I. SPECIFICATIONS

A. Blocks

See attached Exhibit A.

B. Other Specifications

1. Vendor shall arrange delivery of the Blocks to the following address within ten (10) days following the award:

Mountain Brook Parks & Recreation
3698 Bethune Drive
Mountain Brook, Alabama 35223.

2. Vendor shall pay all expense of delivery to the above specified address.

3. A representative of the City's Park & Recreation Department will inspect the Blocks upon delivery and advise whether same is accepted.

4. Manufacturer's Warranty. The Blocks must be new and be warranted by the manufacturer from defects in materials and functionality.

7. Exceptions. The Block shall comply with all Specifications herein unless the vendor submits exceptions to these Specifications that are accepted by the City. Any such exceptions or deviations shall be listed and detailed in writing by the bidder on a separate page that is attached as Exhibit A to the bidder's Bid Response Form. The City reserves the right to accept or reject any such exception or deviation, and that determination may be grounds for rejecting and disqualifying the bid.

8. Each vendor is responsible for all costs related to the consideration of the Invitation to Bid, or the preparation or submission of its Bid Response.

9. No Collusion. Each vendor certifies that all the matters set forth on the Bidder Warranty and Affidavit that is annexed to the Bidder Response Form are true and correct.

10. Immigration Law Compliance. In receiving the award, the successful vendor agrees, acknowledges and covenants as follows:

Vendor represents and warrants that it does not knowingly employ, hire for employment, or continue to employ within the State of Alabama an "unauthorized alien," as defined by the *Beason-Hammon Alabama Taxpayer and Citizen Protection Act*, Act No. 2011-535 (H. B. 56), as amended from time to time (the "Act") and that, during the performance of the subject contract, the vendor shall participate in the E-Verify program as required under the terms of the Act. The vendor also agrees to comply with all applicable provisions of the Act with respect to its contractors in the State of Alabama by entering into an agreement with or by obtaining an affidavit from such contractors indicating that such contractors are in compliance with the Act with respect to their participation in the E-verify program. The vendor also represents and warrants that it shall not hire, retain or contract with any contractor in the State of Alabama that it knows is not in compliance with the Act.

Upon accepting the City's purchase order, the contractor also affirms that, for the duration of the subject contract, 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 vendor violates these provisions of this contract, it shall be deemed in breach and shall be responsible for all damages resulting therefrom.

Section II. Instructions

1. Bids should be placed in a sealed envelope that is addressed to City of Mountain Brook, Alabama, Attention: City Manager, City Hall, 56 Church Street, Mountain Brook, AL 35213-3700, delivered, and actually received by the City on or before the following time and date:

April 22, 2020 at 2:00 p.m.

2. The following information should be clearly shown on the exterior of the sealed bid:
(a) "SEALED BID— PURCHASE AND DELIVERY OF RETAINING WALL BLOCK" and indicate the date of Bid Opening. (b) Date and Time of Bid Opening; and (c) Name of Bidder.

3. The bidder shall be responsible for taking whatever measures are necessary to ensure that its bid is actually received by the City at the designated address on or before the specified local time and date specified. The City shall not be responsible for, and may not consider, any proposal delayed in the postal or other delivery service, or in the City's internal mail system, nor any late proposal, amendment thereto, or request for withdrawal of proposal received after the date specified. Proposals received after the specified time and date will not be opened and will not be considered for award.

4. Each bidder shall submit two (2) copies of its response.

5. Bids must be entered on the Bid Response Form that is provided herein (see **Exhibit B**). Each bidder shall fully complete all sections of Exhibit B and sign it in the appropriate places thereon in the presence of a notary.

6. Bids that are completed in pencil or faxed to the City will not be accepted.

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

8. All questions and requests for clarification concerning the Specifications or this bid must be emailed in writing by April 16, 2020 at 5 p.m. to the following City representative:

Shanda Williams,
Director – Parks & Recreation Dept.
City of Mountain Brook
williamssh@mtnbrook.org
(205) 802-3879

The City will respond to any such questions by 2:00 p.m. on April 17, 2020. No oral answers or interpretations to such inquiries will be provided. The City's response to all questions will be e-mailed to all interested vendors who as of that time have requested Bid Documents and have provided their firm's email address to Ms. Williams. The City's response to any questions shall be treated as an Addendum to these materials. All addenda issued shall become part of the contract documents for this Bid.

9. No Bonding Requirements. No bidder is required to post a bid bond (or other similar form of bid security) or other type of bond in connection with this bid

10. The City intends to notify the successful vendor of the award of the contemplated contract within five (5) days after the bid opening.

11. In determining the successful vendor, the City reserves the right to:

(a) reject the proposal of any bidder who has previously failed to faithfully or timely perform contracts of a similar nature;

(b) reject the proposal of any bidder that, based on the City's investigation, is not in a position or does not have the resources to satisfactorily and timely perform the contract;

(c) reject the proposal of any bidder who is in arrears or in default to the City upon any debt or prior contract;

(d) reject the proposal of any bidder who has failed to faithfully perform work or services on any previous contract or project for the City;

(e) request that a bidder present additional evidence that it has the ability and possesses the necessary resources to comply with the Specifications and require that such evidence be presented within a specified time and to the reasonable satisfaction of the City; and

(f) disqualify a bidder's response because it is not complete or the bidder failed to provide requested information.

12. Formation of Contract. After the City makes its award to the successful vendor, a contract between the parties shall be deemed to have been formed without further action by either party upon the City's issuance of a purchase order. Unless otherwise agreed, the issuance of that purchase order shall reaffirm the agreement of the successful contractor to perform its obligations pursuant to the Specifications (and provisions in other bid documents) and be compensated therefor for the amount(s) stated in its Bid Response Form.

EXHIBIT A -REQUIREMENTS OF RETAINING WALL BLOCK

Blocks must be the Stone Strong Systems blocks or approved equivalent.

<u>QTY</u>	<u>Description</u>
53	Regular 24 SF Block
28	24 SF Top Block
6	3 SF Top Block
8	6 SF Top Block
10	End Unit

The blocks should be gray in color and pattern is chiseled granite.

Block Specifications are on the following pages

EXHIBIT B - BID RESPONSE FORM

Below is the firm bid of the undersigned for the PURCHASE AND DELIVERY OF RETAINING WALL BLOCK that is submitted in response to the City's Invitation to Bid dated April 6, 2020. The City may use the address and contact information below for its communications with the undersigned bidder. The undersigned has read and understands the Specifications and other conditions for the award, and, except as may be listed below, submits its bid and agrees to perform its obligations in compliance with those Specifications and other requirements in the bid documents.

Base Bid – *Supply and Delivery of Block* \$ _____

Name of Firm or Company Submitting Bid _____
Date of Bid

Street Address _____
Tax Id # of Bidder

City *State* *Zip* _____
Web Site of Bidder

Printed Name of Bidder Representative _____
Cell Ph. # Bidder Rep

Signature Bidder Representative _____
Office Ph. # Bidder Rep

Title _____
Email Bidder Rep.

Sworn to and subscribed before me on this _____ day of _____ 2020.

Notary Public _____
Commission Expiration Date

- NOTES:**
1. This Bid Response must be notarized.
 2. Please state any exceptions to the Specifications on a separate sheet and attach that sheet to your Bid Response.
 3. Each bidder must complete, sign, notarize and return the below Bidder Affidavit with its Bid Response.

BIDDER AFFIDAVIT AND WARRANTY

The undersigned warrants, represents and agrees to each of the following in connection with its Bid Response for the City of Mountain Brook's Invitation to Bid dated April 6, 2020 bid for Purchase and Delivery of Retaining Wall Block:

- (a) it has not colluded with any other bidders;
- (b) it has not, directly or indirectly, induced any other bidder to submit a sham bid or to refrain from making a bid;
- (c) it has not paid or agreed to pay to any party, either directly or indirectly, any money or other thing of value for assistance or aid rendered to or to be rendered in attempting to procure the contract contemplated in this bid;
- (d) all the information contained in the response to the bid is true and correct; and
- (e) the City may rely on information submitted in the undersigned's Bid Response in awarding the subject contract.

Name of Firm or Company Submitting Bid

By: _____
Signature of Bidder Representative

Printed Name: _____

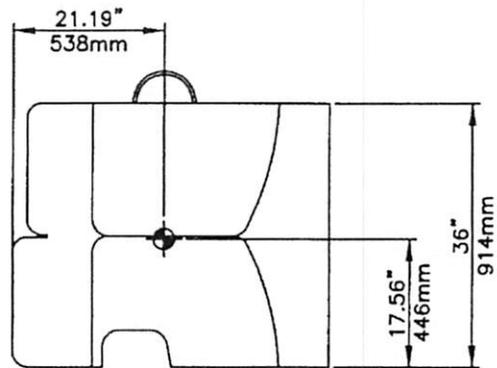
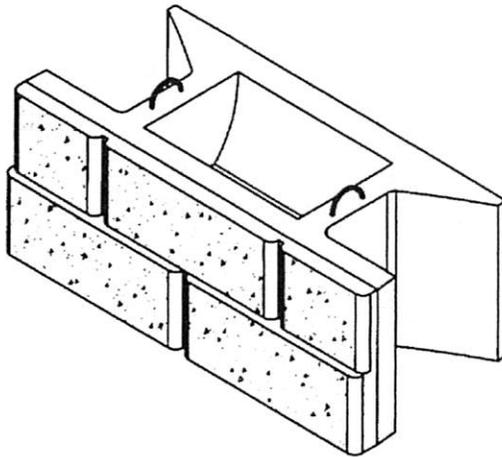
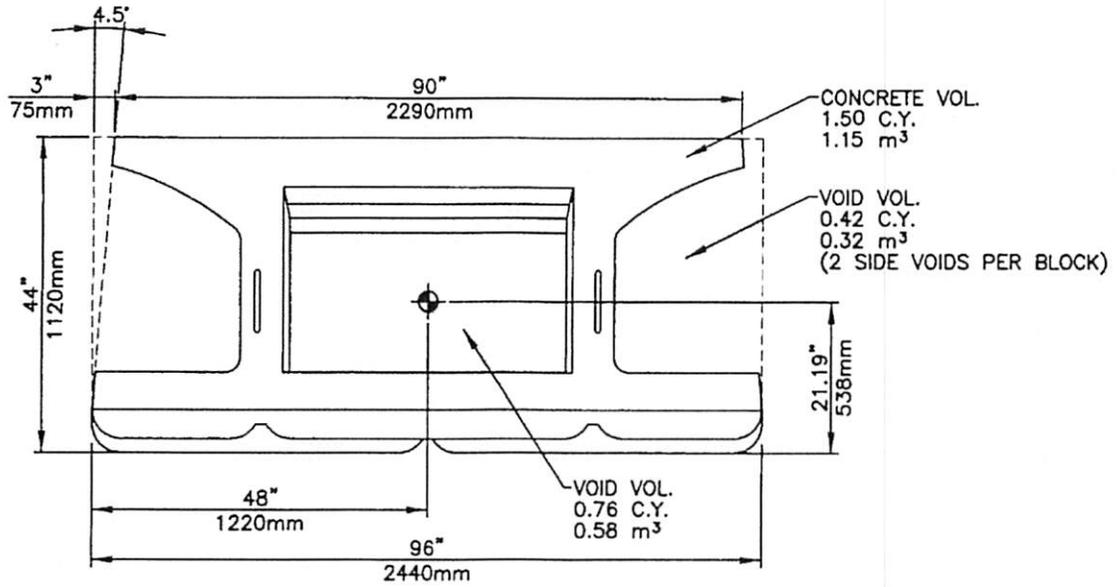
Its: _____
Title

Date: _____

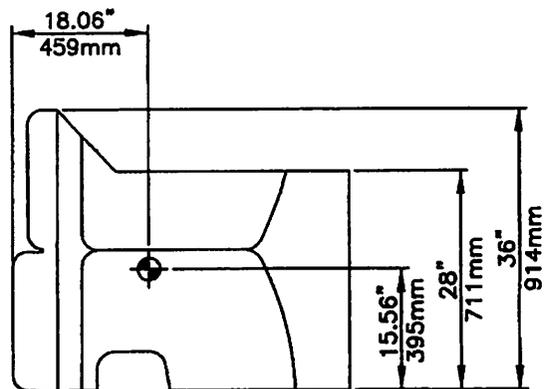
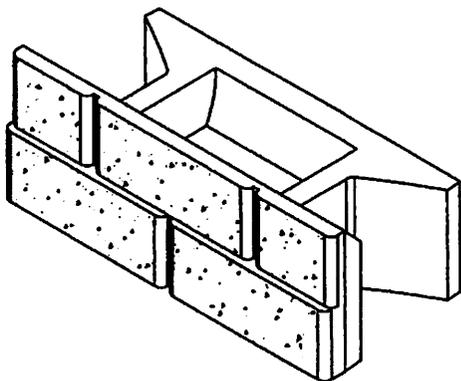
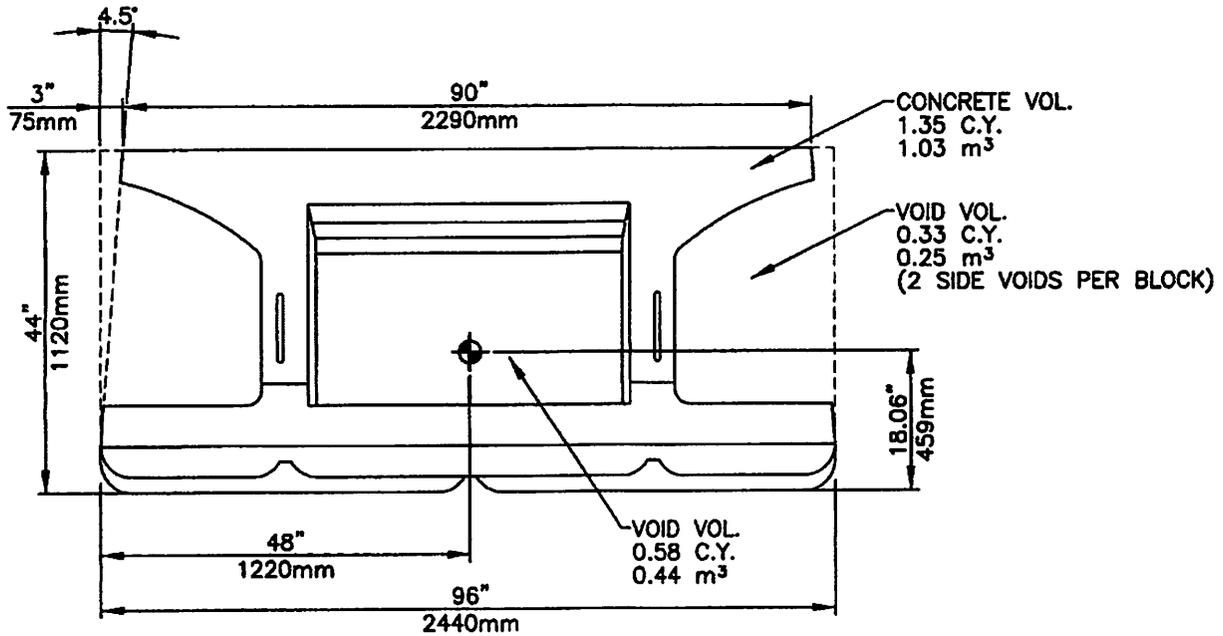
Sworn to and subscribed before me on this _____ day of _____ 2020.

Notary Public

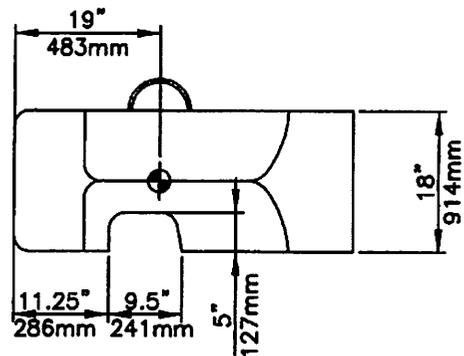
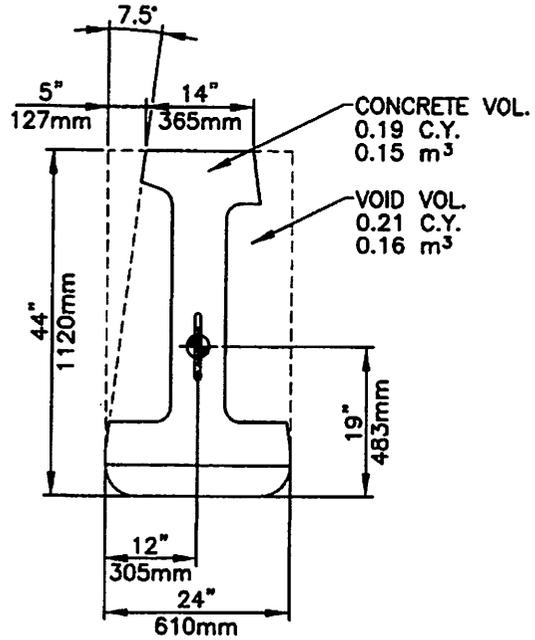
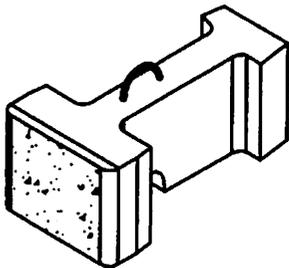
Commission Expiration Date



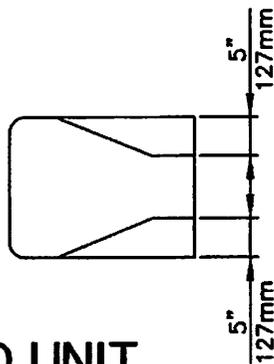
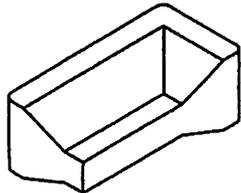
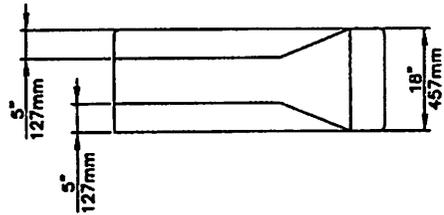
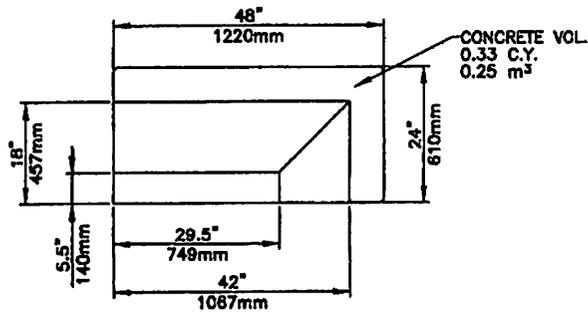
Block Wt.	6,000 lbs	2,720 kg
Form Wt.	4,600 lbs	2,090 kg
Concrete Volume	1.50 CY	1.15 m ³
Aggregate Infill	1.60 CY	1.22 m ³
(per face area)	0.1 tons/sf	1,000 kg/m ²



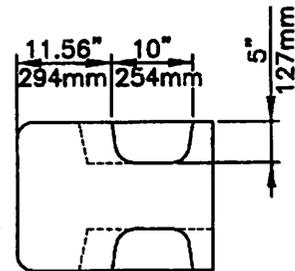
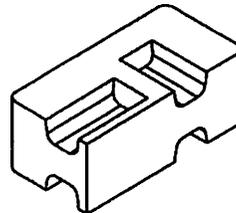
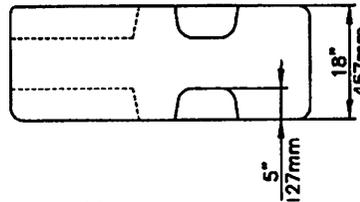
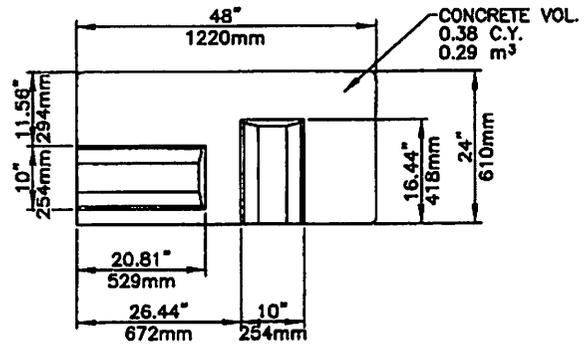
Block Wt.	5,400 lbs	2,445 kg
Form Wt.	4,930 lbs	2,235 kg
Concrete Volume	1.35 CY	1.03 m ³
Aggregate Infill	1.24 CY	0.94 m ³
(per face area)	0.1 tons/sf	1,000 kg/m ²



Block Wt.	740 lbs	355 kg
Form Wt.	1,820 lbs	825 kg
Concrete Volume	0.19 CY	0.15 m³
Aggregate Infill	0.21 CY	0.16 m³
(per face area)	.01 ton/sf	1,000 kg/ m²



END UNIT



CORNER UNIT

Block Wt.	1,300 lbs	590 kg
Form Wt.	1,650 lbs	750 kg
Concrete Volume	0.33 CY	0.25 m ³

Block Wt.	1,500 lbs	680 kg
Form Wt.	1,490 lbs	675 kg
Concrete Volume	0.38 CY	0.29 m ³

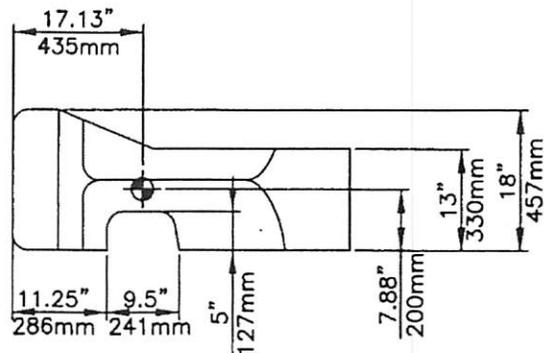
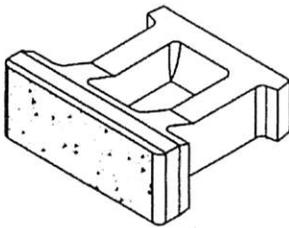
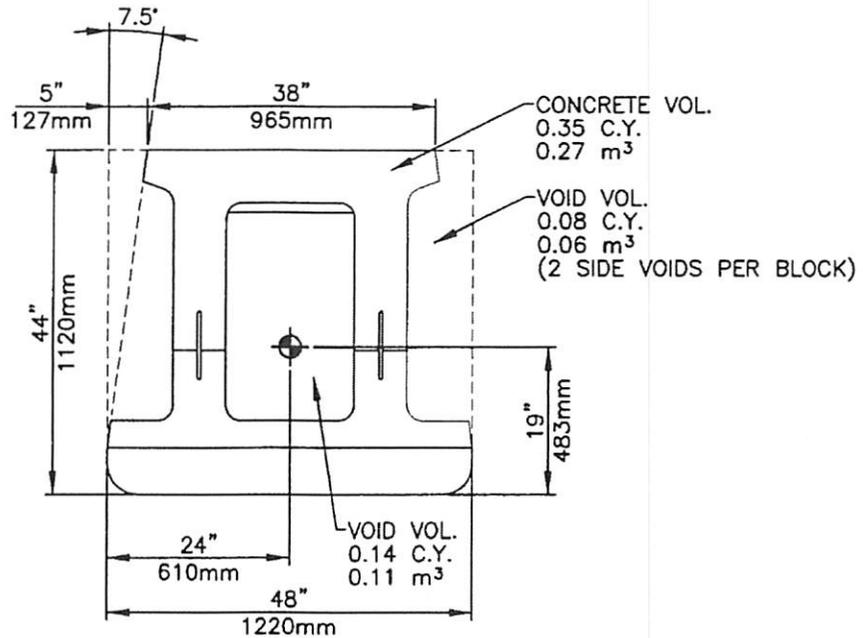


**STONE
STRONG
SYSTEMS®**

www.stonestrong.com

SYSTEM COMPONENTS

6SF TOP BLOCK



Block Wt.	1,400 lbs	635 kg
Form Wt.	1,955 lbs	885 kg
Concrete Volume	0.5 CY	0.27 m ³
Aggregate Infill	0.30 CY	0.23 m ³
(per face area)	0.1 ton/sf	1,000 kg/ m ²

April 13, 2020

TO: Mayor, Council, and City Manager
FROM: Dana Hazen, City Planner

SUBJECT: Conditional Use for MPower Fitness, 2419 Canterbury Road

Attached please find background resolutions from 2016 and 2018, whereby the council approved fitness classes in the mornings and late afternoons only, and then later approved private instruction between the hours of 10:30 and 4:30, with the conditions that the instructions be limited to no more than 3 clients and 1 instructor at any given time, that there be no music during the private instructions, and that the level of noise be acceptable to the adjoining tenants.

At this time, the applicant requests to add in two group classes, one at 11:00 a.m. and one at noon, M-F. The proposed number of clients per class is ten. Music is proposed in conjunction with these two classes. The proposed classes are to be offered from such time the COVID-19 restrictions are lifted until public schools resume operation.

April 3, 2020

Mountain Brook City Council
56 Church St. Mountain Brook, AL 35213

Dear Members of the City Council,

I hope you and your family members are all well during the time.

Under the current conditions and business closures due to Covid-19, I am concerned for the well-being of my business and am working on ideas that will help me reopen my doors in a realistic way under new community conditions.

We are currently approved to open for classes, our primary source of income, from 5am-10:30am and 4:30p-7:30p. Due to our community demographic, pre-Covid our busiest classes are the 8a and 9a time frame when stay at home mothers have dropped kids at school/ daycare.

With the closure of schools for at least 5.5 months of 2020 at this point, in order to keep my business afloat, I will need to request an amendment in my allowed class times while the community is under crisis as these times will no longer work for our demographic.

I am writing you to request a temporary allowance to teach classes at 11a and 12p Monday through Friday when my clients will have assistance from a partner at lunchtime hours to leave the children for a class. The studio will have no more than 10 spaces available for clients under these proposed class times and the music will remain low as to not bother my neighboring businesses.

I have included a previous resolution approval from January 8th, 2018 with further references dating back as early as March 2016 for you.

Thank you in advance for your time and stay well.

Emma Suttles
Owner, MPower Pilates

EXHIBIT 5

RESOLUTION NO. 2018-005

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby approves an amendment to the conditional service use which was approved by Resolution 2016-041 on March 28, 2016. (an application submitted by Emma Suttles to allow pilates and spinning classes at 2419 Canterbury Road). to include private instruction between the hours of 10:30 and 4:30, subject to the following conditions:

1. That private instruction be limited to no more than 3 clients and 1 instructor at any given time.
2. That no music be played in conjunction with the private instruction and level of noise acceptable to adjoining tenants.

APPENDIX 4

EXHIBIT 6

RESOLUTION NO. 2018-006

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to issue a purchase order and to execute such other documents that may be determined necessary with respect to the City's engagement of Father Nature to remove and dispose of invasive plants from the Irondale Furnace.

APPENDIX 5

EXHIBIT 7

Human Trafficking Awareness Month

WHEREAS, human trafficking is a very real problem facing the world today. Although it can take many forms, including debt bondage, forced marriage, slavery and commercial sexual exploitation, in every case it goes against the core principles of individual freedom and civil rights that our state and nation stand for. The City of Mountain Brook, Alabama is committed to ensuring that our community remains on the front lines in combating this deplorable crime, and

WHEREAS, due to its secretive and illegal nature, it is difficult to accurately quantify the extent of human trafficking. However, the U.S. Department of State estimates that anywhere from 600,000 to 800,000 people are trafficked across international borders each year. Most victims of human trafficking are women or children who have been marginalized and isolated from society. The difficulty in grasping the full scope of this problem can be further compounded because people often turn a blind eye to it, and

WHEREAS, the first step in eliminating human trafficking is to educate others. We must work to ensure that all our residents are aware of this problem and how to spot it. We must work together as a community so that human traffickers are punished and to protect and assist their victims. Through the vigilance and perseverance of our citizens, effective enforcement of justice will someday be a reality, and

WHEREAS, we ask all residents of this community to join us in raising the visibility of this crime whose victims are all too often invisible. Together, we can become more informed about this pressing issue and work to combat its injustices.

NOW, THEREFORE, I, Stewart H. Welch III, Mayor of the City of Mountain Brook, do hereby proclaim January 2018, as "**Human Trafficking Awareness Month**" in Mountain Brook, Alabama.

RESOLUTION NO. 2016-041

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby approves the conditional service use application submitted by Emma Suttles to allow pilates and spinning classes at 2419 Canterbury Road, subject to the following condition:

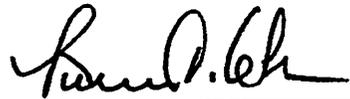
- That class sizes and times be limited to that presented by the applicant in conjunction with the conditional use request (see Exhibit A attached hereto).

ADOPTED: This 28th day of March, 2016.



Council President

APPROVED: This 28th day of March, 2016.



Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on March 28, 2016, as same appears in the minutes of record of said meeting.



City Clerk

MPOWER

MPOWER Fitness is interested in the retail space located at 2419 Canterbury Road, currently Mulberry Heights Antiques, and is seeking conditional use approval from Mountain Brook City Council. MPOWER is owned and will be operated by Emma Suttles.

MPOWER will focus on Reformer Pilates classes, but will also offer early morning and evening spin classes Monday-Friday. Each class is extremely small with only 10 available spaces. Realizing parking is at a premium in the area, the proposed class times illustrated in the below table are designed to avoid the peak operating hours of most neighboring businesses. When no classes are scheduled, the studio will be closed.

One of MPOWER's three core principles is giving back to our community. MPOWER is excited to provide a portion of proceeds from every class a student takes to local charities. MPOWER yourself. MPOWER the Community.

EXHIBIT A

Day of Week	Class Time	Type of Class	Maximum Attendance	Anticipated/ Average Attendance	Number of Employees
Monday-Friday	6a	Pilates and Spin	20	12-16 students	3
Monday-Friday	7a	Pilates and Spin	20	12-16 students	3
Monday-Friday	8:30a	Pilates	10	6-8 students	2
Monday-Friday	9:30a	Pilates	10	6-8 students	2
Monday-Friday	Studio closed from 10:30a- 4:30p		0	0	0
Monday-Friday	4:30p	Pilates	10	6-8 students	2
Monday-Friday	5:30p	Pilates and Spin	20	12-16 students	3
Monday-Friday	6:30p	Pilates	10	6-8 students	2
Saturday	8a	Pilates	10	6-8 students	2
Saturday	9a	Pilates	10	6-8 students	2
Saturday	10a	Pilates	10	6-8 students	2
Saturday	11a	Pilates	10	6-8 students	2
Sunday	12:30p	Pilates	10	6-8 students	2
Sunday	1:30p	Pilates	10	6-8 students	2
Sunday	2:30p	Pilates	10	6-8 students	2

Contact Information:
 Emma Suttles
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 213-258-7566



CITY OF MOUNTAIN BROOK

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DATE: March 24, 2016
TO: Mayor, City Council & City Manager
FROM: Dana Hazen, City Planner
RE: Conditional Use – MPower (Pilates)
2419 Canterbury Road (currently Mulberry Heights Antiques)

The proposed conditional use is a pilates/spinning studio. The pilates method to be employed is reformer pilates, which utilizes large reformer equipment, and the spinning classes utilize stationary bicycles, both of which serve to limit class size.

The attached letter from the applicant details the proposed class schedule and number of instructors/students for each session. Classes will last 45-50 minutes, which will serve to alleviate some potential “stacking” of cars and clients as they exit and enter back-to-back sessions. The applicant has made a commendable attempt to conduct classes during non-business hours Mon-Fri; however some classes are offered on weekends that may compete with neighboring merchants for parking.



The applicant has been encouraged to contact the neighboring Canterbury merchants to let them know the details of the proposal.

For reference:

Neighboring conditional use, Mountain Brook Yoga (2414 Canterbury Road), was approved by the council on April 27, 2015 with the following conditions:

Monday-Saturday

Before 9 a.m.	<= 25 clients
Between 9:30 a.m. – 10:30 p.m.	<= 15 clients
Between 11 a.m. – 4 p.m.	1-2 private sessions
Between 4 p.m. – 5 p.m.	<= 15 clients
After 5 p.m.	<= 30 clients

Sunday

<= 30 clients (30 minutes between classes)

