

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

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

MAY 26, 2020, 6:00 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. Therefore, should anyone wish to listen, observe or participate in the City Council meetings of May 26, 2020 at 7 p.m. (pre-meeting at 6:00 p.m.), please join by way of the Zoom app (re: Meeting ID: 801-559-1126, password 05262020).

1. After hours and emergency inspections requests and fees-Dana Hazen (See attached information. This item may be added to the formal agenda.)
2. City Hall reopening plan-Sam Gaston (See attached information. This item may be added to the formal agenda.)
3. Employee Suggestion Plan Award recommendation-Steve Boone and Sam Gaston (See attached information. This item may be added to the formal agenda.)
4. Request to replace 3000k open globe street light with a 4000k 35 wattage LED light at Thornhill and Sterling-Sam Gaston (See attached information.)
5. South Brookwood Road drainage project plans-Walter Schoel, III of Schoel Engineering (See attached information. This item may be added to the formal agenda.)
6. Request to use public parking spaces for after-hours seating and service- Brandon Loper of Golden Age Wines and Dana Hazen, 2828 Culver Road (See attached information.)
7. Amended Parks Opening Plan-Shanda Williams and Whit Colvin (Our legal staff is working on a new opening plan and will distribute it as soon as possible.)



CITY OF MOUNTAIN BROOK

Department of Planning, Building &
Sustainability
56 Church Street
Mountain Brook, Alabama 35213
Telephone: 205.802.3810
www.mtnbrook.org

After Hours or Emergency Inspection Request Form

(Hours other than 8am until 3:30pm, Monday through Friday)

As per Ordinance No. 1234, fees for after-hours or emergency inspections shall be paid prior to the inspection and shall be in addition to all other fees. The minimum fee shall be \$150 per a 2 hour window or portion thereof. This is not applicable to holidays or other scheduled city closure.

Current Date: _____ ***Date and Time Requested:*** _____

Permit Holder Name and Phone #: _____

Applicant/Contact Name & Phone #: _____

Permit # & Location of Inspection Address: _____

Nature of Request for Emergency or After Hours situation:

I hereby certify, that I have read the application and that the information contained is accurate and true. I agree that I agree to comply with the City of Mountain Brook Ordinances and State of Alabama Laws pertaining to said construction activity. I am the authorized owner or agent for the permit given and agree that any false information voids such permit or request with no refund for the described work.

Signature of Applicant: _____

Approval and Scheduled: _____

Sec. 14-1. - Fees.

The fees to be paid to the city for the service, license or permit indicated shall be as follows. The presence of a fee in this section without a requirement elsewhere in this Code that the fee be paid shall be construed as a requirement that the fee be paid.

Section of Code	Description	Fee (in dollars)
CHAPTER 2 ADMINISTRATION		
2-1	Prehearing fee for zoning, annexation or vacation hearings.	75.00
2-23(a)	Qualification fee for candidates seeking election as mayor.	50.00
2-23(b)	Qualification fee for candidates seeking election as councilmember.	50.00
CHAPTER 6 ANIMALS		
	Boarding fee after impoundment, per night (one night minimum)	14.00
Rabies vaccination:		
6-110(a)	For dogs	14.00
	For cats	16.00
	Bordetella (kennel cough) vaccination fee	12.00
CHAPTER 22 HEALTH AND SANITATION		
	Fire department emergency medical transportation fee	600.00
22-29(c)	Additional mileage fee for fire department emergency medical transportation (per mile)	10.00
CHAPTER 26 LICENSES, TAXATION AND		

MISCELLANEOUS BUSINESS REGULATIONS

26-27(e)	Request for revenue ruling fee	200.00
26-104(4)a	Fee in lieu of tax levied on gross receipts (per year)	5.00

CHAPTER 42
SOLID WASTE

42-55	Collection services fee:	
42-55(a)	For business or institution (per year)	360.00
42-55(b)	Reserved.	
42-55(c)	Reserved.	
42-55(d)	Reserved.	

CHAPTER 46
STREETS, SIDEWALKS AND OTHER
PUBLIC PLACES

46-78	Excavation permit fee	3.00
46-81(a), (c)	Cost of restoration for asphalt or concrete pavement (per square yard)	75.00
	With a minimum charge of	25.00
	Charge for cutting improved surfaces according to the age of the pavement:	
	During the first 12 months after completion	500.00
	During the second 12 months after completion	400.00
46-82	During the third 12 months after completion	300.00
	During the fourth 12 months after completion	200.00
	During the fifth 12 months after completion	100.00

**CHAPTER 101
GENERAL AND ADMINISTRATIVE PROVISIONS**

101-26	Prehearing cost for public hearing before planning commission:	
101-26(a)(1)	For owner or agent of any lot or parcel of land which contains less than two acres	20.00
101-26(a)(2)	For owner or agent of any lot or parcel of land which contains two or more acres	100.00
101-26(b)	For owner or agent seeking approval or tentative approval of any subdivision or resurvey	75.00

**CHAPTER 105
BLASTING**

105-2(a)	Blasting permit issuance fee	200.00
105-10(a)	Pyrotechnics permit issuance fee	75.00

**CHAPTER 109
BUILDINGS AND BUILDING REGULATIONS**

109-2	Building permit fees:	
	Where the value of construction does not exceed \$500.00, and no inspection is required	No fee
109-2(a)	Where the value of construction does not exceed \$500.00, and an inspection is required	50.00
109-2(b)	Where the value of construction is more than \$500.00, but less than \$1,000.00	50.00
	Where the value of construction is \$1,000.00 or more (per \$1,000.00 dollars or fraction thereof)	10.00
109-2(c)	Plus an issuance fee	50.00
	Plus additional \$1.00 fee per \$1,000.00 of value of non-residential construction	

as required by Ala. Act 2015-308

109-2(e)	Fire alarm installation permit issuance fees:	
109-2(e)(1)	For commercial and multi-residential building installations	100.00
109-2(e)(2)	For single-family residential building installations	50.00
109-2(f)(2)	Hood and duct suppression systems permit issuance fee	50.00
	Automatic fire sprinkler or standpipe system permit issuance fee:	
109-2(g)(2)	For the first floor	100.00
	For each additional floor	50.00
	Certificate of occupancy fire safety inspections permit issuance fee:	
109-2(h)(2)	For the first floor	100.00
	For each additional floor	50.00
	Fire and life safety plan review fee:	
109-2(i)(2)	For the first floor	100.00
	For each additional floor	50.00
109-2(j)	Moving fee	500.00
109-2(k) also 109-325	Demolition fee for buildings or structures	500.00
109-2(l)	Re-inspection fee	100.00
109-325	Moving permit fee for buildings or structures	500.00
109-360(d)(1)	90-day permit fee for residential placement of portable storage unit by resident	300.00

	Fee for two 90-day permits for residential placement of portable storage unit by resident	600.00
109-360(d)(2)	90-day permit fee for placement of portable storage unit by general contractor	300.00
	Fee for five 90-day permits for placement of portable storage unit by general contractor	1,500.00

109-370

Emergency/After Hours Inspection Fee

150.00

CHAPTER 113
ENVIRONMENT AND NATURAL RESOURCE
MANAGEMENT

113-229(d)	Stormwater detention review fee - for project in single-family residential district	500.00
113-229(d)	Stormwater detention review fee - for project in multifamily district and all other projects requiring stormwater detention permit	1,000.00
113-229(d)	Stormwater detention permit fee - for project in single-family residential district	500.00
113-229(d)	Stormwater detention permit fee - for project in multifamily district and all other projects requiring stormwater detention permit	1,000.00
113-229(f)(2)	Fee for appeal of adverse action on stormwater detention application	100.00

CHAPTER 125
TELECOMMUNICATION TOWERS

125-11(7)	Telecommunication tower permit application fee:	
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	For petitions to the planning commission	500.00
	For applications to the city	500.00
	Tower compound annual inspection fee:	
125-14(a)	For each tower compound	200.00
	For towers with more than one antenna	300.00

**CHAPTER 126
SMALL CELL TECHNOLOGICAL FACILITIES**

126-2, 126-3	Permits to place & operate facilities on public right-of-way	
126-2(e)(1)	Permit application & review fee	\$200.00
126-2(e)(2)	Initial permit issuance fee per support structure	\$100.00
126-2(e)(3)	Annual license fee per support structure	\$500.00
126-3(c)(1)	Permit application & review fee	\$200.00
126-3(c)(2)	Initial permit issuance fee per support structure	\$100.00

**CHAPTER 129
ZONING**

129-237	Application fee for request of zoning change to Mixed Use District, 2-25-2008)	100.00
	Petitions before the planning commission:	
	Routine (legal advertising and notices mailed to adjacent property owners)	100.00
129-471	Where legal notices must be mailed to property owners within a 500-foot radius of subject property	200.00
	Applications before the city council:	
	Routine (legal advertising and notices mailed to adjacent property owners)	100.00

Where legal notices must be mailed to property owners within a 500-foot radius of subject property	200.00
Appeals to the board of zoning adjustment	100.00
Application fee for rezoning to planned unit development district:	
Petitions to the planning commission	500.00
Applications to the city council	200.00
Application fee for rezoning to residential infill district:	
Petitions to the planning commission	500.00
Applications to the city council	200.00
Application fee for rezoning to mixed use district:	
Petitions to the planning commission	500.00
Applications to the city council	200.00
Home occupations:	
Home occupation permit fee	100.00
Fee for the review of a revised plan for a home occupation	50.00
Temporary uses:	
Yard sale permit fee	20.00
Trunk sale permit fee	100.00

(Ord. No. 1767, § 1(19-14-7), 2-25-2008; Ord. No. 1769, § 1, 5-12-2008; Ord. No. 1879, § 1, 9-24-2012; Ord. No. [1926](#), § 1, 1-12-2015 Ord. No. [1949](#), § 1, 1-11-2016; Ord. No. [1957](#), § 1, 9-12-2016; Ord. No. [2000](#), § 1, 9-25-2017)



CITY HALL OPEN TO THE PUBLIC

Who Do I Contact?

Mountain Brook City Hall is OPEN to the public. The public should **ENTER** through the HOYT LANE side (Oak Street Garden) of building for those needing services in the Magistrate area and Revenue area and **EXIT** through the TIBBETT STREET side (Police) of building. For Planning, Building & Sustainability, there will be no in-person, public inquiry (continue to inquire by email and phone). The front door (Church Street side) will be locked but the public may enter the building if they have an appointment with the City Manager or other staff. Second floor of City Hall will be closed to the public unless you have an appointment. City administrative services shall continue by way of telephone, fax, email or the City's website, www.mtnbrook.org, or P.O. Box 130009, Mountain Brook, AL, 35213.

Below is a list of contacts for administrative services. If you don't see what you are looking for, you may contact the City Manager's office at [205-802-3800](tel:205-802-3800), [FAX 205-870-3577](tel:205-870-3577), or gastons@mtnbrook.org. To make an appointment with the City Manager, call Janet Forbes at 205-802-3800.

Municipal Court has been cancelled until **June 17, 2020**. Contact the **Municipal Court** if you need information on any of the following items:

Heather Richards-Magistrate Supervisor, [205-802-3828](tel:205-802-3828), [FAX 205-870-3590](tel:205-870-3590), richardsh@mtnbrook.org

Liz Greer-Magistrate [205-802-3829](tel:205-802-3829), [FAX 205-870-3590](tel:205-870-3590), greere@mtnbrook.org

Dana Horsley-Magistrate, [205-802-3827](tel:205-802-3827), [FAX 205-870-3590](tel:205-870-3590), horsleyd@mtnbrook.org

- traffic tickets
- false alarm tickets
- parking tickets
- criminal charges (ie. Unlawful possession of marijuana, possession of drug paraphernalia, Public Intoxication, Domestic Violence, Harassment, Assault, Menacing, etc.)
- citizens wishing to press charges against someone
- outstanding warrants
- missed court dates
- continuances
- defensive driving school
- certified copies of dispositions
- court information (ie. when court is held, location of court, time of court, etc..)

Contact the **Revenue/Permitting Department** at [205-802-2400](tel:205-802-2400) prompt 4 if you need information on any of the following items or Fax [205-870-3590](tel:205-870-3590), or bankstonj@mtnbrook.org.

If you must enter City Hall to conduct business for the following items, contact the Revenue Department for instructions.

Business Licenses – Email Applications: blp@mtnbrook.org

- How to obtain a new license
- The status of your existing license
- When licenses are due
- How to pay for your license
- Inquire if a business or contractor is licensed to do business in Mountain Brook

Sales taxes

- The various types of taxes (sales, rent, lodging, liquor, consumer)
- Collecting and remitting sales tax
- The status of your sales tax account
- When sales taxes are due
- How to pay for your taxes

Building/Construction Permits – Email Applications: blp@mtnbrook.org

- Am I required to have a building permit?
- What are the requirements for obtaining a permit?
- Permit costs
- Requirements for contractor surety bonds

Contact the **Building & Inspections Department** for inspections:

- David Boyanton, Building Inspector - 205-802-3813
- Joe Earnest, Electrical & Mechanical Inspector - 205-802-3815
- Michael Glaze, Plumbing & Gas Inspector - 205-802-3814
- For all other building questions, contact Glen Merchant, Building Official, [205-802-3812](tel:205-802-3812) or merchantg@mtnbrook.org.

For **Planning and Zoning** questions, contact Tyler Slaten at 205-802-3811 or slatent@mtnbrook.org or Dana Hazen at 205-802-3816 or hazend@mtnbrook.org. For land use applications and deadline/hearings schedule/agendas contact Tammy Reid at 205-802-3810 or reidt@mtnbrook.org and for GIS/mapping questions contact Wade Cherry at 205-802-3830 or cherryw@mtnbrook.org. Go to www.mtnbrook.org, and click on the Zoning Code and/or GIS Mapping at bottom of the home page.

The **Police Department** will temporarily take some reports over the phone. Please call (205) 802-2414 for non-emergencies that can be reported over the phone.

Contact the **Fire Marshall's Office** if you need help with any of the following items: **Leland Rhudy - 205-802-3832, FAX 205-879-5919, or rhudy1@mtnbrook.org**.

- For fire inspection and code enforcement in all new and existing buildings (except single family residence)
- Reviewing plans for life safety in new construction (except single family residence)
- Outdoor burn permits
- Concerns of hazardous conditions
- Fire prevention education
- Setting up an appointment time for car seat installation

Public Works [205-802-2390](tel:205-802-2390)

- The sale of compost is available with COVID-19 precautions in place.

From: Steve Boone <boones@mtnbrook.org>
Sent: Monday, May 18, 2020 12:40 PM
To: Alice Womack <alicewomack14@gmail.com>; Lloyd Shelton, CPA <lcs@borlandcpa.com>; Phillip (Phil) Black <phil@ssbarch.com>; Stewart Welch, III <stewart@welchgroup.com>; Virginia C. Smith <wood967@icloud.com>; Virginia Smith <virginiasmith31161@gmail.com>; William S. (Billy) Pritchard III <billyp@pm-j.com>; Sam Gaston <gastons@mtnbrook.org>
Subject: Employee Suggestion Committee Recommendation for 5/26/2020 Pre-meeting

For your advance review.

The City has adopted an Employee Suggestion award program. Employees submit their suggestions to the City Manager and then evaluated by a committee. The Committee can award up to \$200 for a suggestion. Anything over \$200 must be approved by the City Council. The maximum award is \$1,000.

A police officer submitted a suggestion (more fully described below) to implement a take home car program for the Police Department. The evaluation committee consisted of the Mayor, Alice, Sam and myself.

I view this suggestion as a bold one and very complex. I wish I could say that it is unquestionably feasible from an economics perspective. Having studied the proposal in detail, I believe it does have a reasonable probability of "breaking-even" with the current "hot car" model. The underlying premise to do so requires stretching the useful life of vehicles to approximately 175,000 miles (or 6+ years). The ability to achieve this service life will require a leap of faith and, due to the time horizon involved, will be difficult to measure overall cost or savings.

This concept is not new to law enforcement. There are several agencies in the area that utilize a take home car program. I would be shocked if any of those departments or governmental entities invested the time and thought this suggestion has undergone. While I cannot assure "break even" compared to the current program, additional costs, if any, should be small especially if averaged over the life cycle of the fleet. However, this program could significantly improve morale for police personnel.

The Committee is suggesting an award for the Employee Suggestion in the amount of \$1,000. Considering the initial cost of implementing the take home car program and the unknowns with respect to the economy and budget, implementation of the plan is not prudent at this time. Once the economy and the budget concerns have settled down, the plan should be considered. Before any implementation plan is pursued, it is suggested that further study be conducted involving policies, maintenance, and finance. Considering the initial cost and the complexity of the analysis, the Council may wish to have the Finance Committee evaluate the proposal and submit its recommendation to the City Council.

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

From: **Steve Boone** <boones@mtnbrook.org>
Date: Tue, Mar 3, 2020 at 2:51 PM
Subject: PD take home vehicle employee suggestion
To: Sam Gaston <gastons@mtnbrook.org>

Officer Craig Fisher submitted an employee suggestion that the City implement a take home car program for the police department (for all law enforcement officers except those with less than 2-years experience.)

I have evaluated the economics of the proposal. Following are my observations:

1. There are currently 37 vehicles in the PD fleet (excluding evidence and tactical vans, animal and parking control)
2. Currently, the following positions have take home cars: Chief, Deputy Chief, Lieutenants (4), SROs (6), and Detectives (6) (approx 18 vehicles)
3. The Shop Supervisor stated that annual maintenance costs on the patrol cars is \$8,000-\$9,000 (Fisher used \$8,000 in his proposal, I evaluated break-even/savings using \$9,000 in the interest of conservatism)
4. The Insurance Agent stated that insurance runs approx \$700/year/vehicle
5. Fisher's proposal will require the purchase of 19 vehicles (increasing the PD fleet from 37 to 56 vehicles)
6. Patrol vehicles have been assumed to be on a 2.5 year replacement/life cycle (they are amortized over 2-years for the ERS transfers)
7. All other vehicles have been assumed to be on a 6-year replacement cycle
8. Maintenance costs for non-Patrol vehicles have been assumed to be \$6,000 annually and will be the same whether used for commuting home or not.
9. Maintenance costs for Patrol vehicles have been assumed to be \$9,000 annually currently and will decrease by 40% if law enforcement personnel take them home.
10. Fisher has polled other departments with take home vehicles and reports that such departments strive to replace vehicles at 175,000 miles
11. I assumed \$55,000 costs for patrol vehicles and \$50,000 for all other department vehicles. Salvage value has been assumed to be \$5,000 for all vehicles.

Using the assumptions above, the City will need to purchase 4, 6-year vehicles for the Sgts who currently use a shared vehicle and 15, 2 to 2-1/2 year vehicles for the patrol officers.

It is estimated that the patrol vehicles must be in-service for a little less than 6 years to realize a net savings over their life cycle and the other (6-year) vehicles must be in-service for about 8-1/2 years to realize a net savings over their life cycles. I am not sure it is realistic to expect an 8-1/2 year service life for the "light" use law enforcement vehicles, however, it is not unreasonable to expect 6 years for the patrol vehicles.

To acquire 19 vehicles at once plus needed modifications (specialized equipment, decals, etc.) to existing vehicles will cost approximately \$1.1 million. Once the initial investment is made, the annual operating costs should approximate (slightly higher) the current cost. However, the annual ERS will remain approximately the same (increased units/cost divided by longer service

lives). Assuming the vehicles remain useful for the requisite time periods, the total cost is approximately the same (actually less) as under the current model.

Regarding the other benefits/arguments Fisher stated in his suggestion:

1. There will be more patrol car visibility in the community due to officers driving into the City for moonlighting jobs at churches, jewelers, grocers and other businesses. It is doubtful the increased perceived police presence will impact crime due to crime being so low already. However, the increased visibility should not hurt perception.
2. Regarding morale, take-home cars is apparently a desired benefit for law enforcement personnel. Once it becomes the new normal, I doubt it will be enough incentive to retain an officer seeking advancement or assignment opportunities elsewhere.
3. I doubt there will be much overtime cost savings (at least not enough to factor into the analysis). Nor do I foresee any appreciable benefits to the community from the elimination of the pre-shift vehicle checks (again, it can't hurt). There will have to be some efficiencies with respect to fueling too.
4. I don't see officers cleaning their vehicles on their own time. If they do, it may be compensable although likely immaterial.
5. I suspect most of these vehicles will be parked outside when at the officers' homes. Articles I have read suggest that weapons be removed from vehicles when parked in residential areas. This seems especially important for officers who live in apartment complexes. Will vehicles parked in residential areas lead to acts of vandalism?

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Steven Boone

City of Mountain Brook

P. O. Box 130009

Mountain Brook, AL 35213-0009

Direct: (205) 802-3825

Facsimile: (205) 874-0611

City of Mountain Brook Employee Suggestion Plan

- Title of Plan:** Employee Suggestion Plan
- Purpose of Plan:** This plan is implemented for the purpose of encouraging employees of the City of Mountain Brook to actively seek ways of improving processes that would result in better service to the public, improvements in revenues, or reductions in expenses to the City of Mountain Brook.
- Eligibility:** All employees except those at the level of Department Head or higher are eligible to participate in this plan. Those not eligible include temporary employees, contractors, and vendors.
- Requirements:** All suggestions must be submitted on the provided Suggestion Form. The suggestion must include details of the proposal and the anticipated benefit, usually expressed in annual savings, or other benefits resulting from the suggestion. Attachments are encouraged, if necessary, to describe the benefits of the suggestion. The form must be signed and dated by the suggesting employee and also signed by the employee's supervisor which indicates the supervisor's recommendation. The Department Head of the employee should sign the suggestion to indicate acknowledgment of the suggestion. If more than one employee is involved in developing the suggestion, each employee should sign and date the suggestion. Suggestion forms should be addressed directly to the City Manager.
- Evaluation Committee** The Suggestion Evaluation Committee will be composed of the City Manager, Mayor, Finance Director and an appointee by the Council President. The acceptance or rejection of suggestions and recommended amount of monetary awards will be made by this Committee. The committee will meet at least every other month when suggestions have been submitted.
- Award Level** Monetary awards will depend entirely upon the evaluated benefit of the suggestion and will vary between \$50 and \$1,000 for each approved suggestion. The award will be divided equally among those submitting the suggestion if more than one person is listed as a contributor of the suggestion.
- Approval Levels** Suggestions which receive favorable approval and are to be implemented shall be approved as follows:
- Awards of \$50 and up to \$200 by the City Manager and Mayor;
 - Awards greater than \$200 must also be approved by the City Council.

C Employee Suggestion Plan City of Mountain Brook

Section I. To Be Completed by Employee

Name Craig Fisher Contact Telephone Number 513-324-0540
Work Address 161 Tibbett St MO AL 35213

A. Suggestion (Please describe your suggestion with specific information to identify a problem and your proposed solution. The suggestion must result in better service to the public, improvements in revenues, or reductions in expenses.)

To implement an assigned take home vehicle program for patrol officers in the police department; The city would save money, see a quicker response time, much more officer presence and crime deterrence, save on maintenance, extend the life of a vehicle, observe less body damage, eliminate wasted time, better employee recruiting success, and better employee retention.

B. Supporting materials (Please provide sufficient information which might assist the evaluation committee in determining the merit of the suggestion. Such information could include calculations, graphs, charts, illustrations, photos, etc. Attach additional sheets if necessary.)

Please see attached.

C. Signature(s) and Date

Signature (or Team Leader)



Date

2/29/2000

Additional Signatures (if any)

Patrol Take Home Car Program

Craig Fisher

Mountain Brook Police Department

February 29, 2020

I am proud to say I work for the Mountain Brook Police Department. I have great benefits and pay, citizens who appreciate first responders, and the best quality co-workers. I recently attended a training class which included officers from all over the state; as I pulled in the parking lot, every other officer had an assigned marked unit. Mountain Brook is one of the best cities in the state, but it is behind when it comes to the protection of its citizens. I believe the advantages of assigned patrol vehicles would greatly outweigh the initial cost.

Mountain Brook Police Department has always "hot seated" vehicles, meaning they run 24/7, 365 days a year. When we get a new patrol car, it essentially does not rest for two and a half years until it is sold. Running the patrol cars constantly leads to high maintenance costs, extensive wear and tear, and wasted time and money. At the beginning and end of each shift officers have to inspect, set up, and clean out their vehicle of the day. If there is a late call at the end of a shift, oncoming officers are stranded at the department waiting for a vehicle until the outgoing shift returns. Our patrol cars may be outfitted with the same equipment, but there is no consistency of the placement of the equipment in the vehicles; this can lead to issues such as accidents.

The police department divides the city into 4 beats and an additional officer works the jail. Currently due to shortage in manpower, 3 officers are assigned to our busiest beats, and the other officer works the jail. Both day shifts have already seen days where calls are holding due to lack of manpower. This will greatly affect the next community and employee survey because citizens have to wait for service after they have called the police for help. A fully staffed patrol division would consist of 28 officers' positions (4 shifts with 7 officers each) and 6 sergeant positions. Each day shift is coupled with a night shift; when one group is working, the other group is off.

The current patrol vehicles are constantly out of service for a variety of reasons including transmissions, rear ends, body work, oil changes, new tires, internet connection issues preventing us from using the necessary computer, printers malfunctioning or not working at all, and until recently car 27 had to be jumped off every day before use.

Providing every officer with a take home car is a cost-effective solution in comparison to running the same cars all day every day. I contacted 3 local agencies who provide assigned vehicles to their police officers, Hoover Police Department, Homewood Police Department, and Shelby County Sheriff's Office. In each agency the assigned patrol car is driven 175,000 miles. I also researched and found several studies that compare the cost efficiency of fleet vehicles versus take home vehicles. All the studies proved assigned vehicles saved cities money over time. The best article I found was from an Officer Williamson who works for Conway Police Department in South Carolina. The city of Conway has a similar population and size of Mountain Brook. Officer Williamson captured what I found in my research, he cited three sources and seven interviews. All the data shows the benefits of this program and are listed below.

Benefits

- 1. Quicker response-** I cannot tell you a current average response time. If we have a hostage situation, burglary, traffic homicide, homicide, or any serious call, each officer must drive to the department, change into their uniform, gather the equipment they need, hope a patrol car is available, load that vehicle with equipment, then drive to the scene. If we had assigned vehicles, our response time would be cut down immensely. Officers could get dressed at home and drive straight to the scene with their specialty equipment in their assigned car. Faster response times in public safety can greatly affect the outcome of a call and citizens would take notice. By streamlining our process, this would ultimately save the city money by paying less overtime to officers.

Cutting down on overtime would also apply everyday at shift change. Officers who are entering the city in their assigned car would already be in uniform and could answer calls towards the end of the outgoing shift, allowing the previous shift to go home after a 12-hour work day. Currently it costs the city overtime every time the police receive a call towards the end of a shift. I average 5 out 7 days officers must stay over to answer these calls. The average overtime rate is \$55/hour, and averaging 1 hour past shift 5 days a week is costing the city \$13,200 per year.

- 2. Crime deterrence/officer presence-**The Patrol Division of the Police Department consists of (2) 12 hour shifts every day. If officers were assigned take home cars, at the very least there would be twice the amount of police presence every day at 7 am and 7 pm at shift change. In addition to shift change, there are 18 reoccurring extra jobs that are worked in the city of Mountain Brook. At any extra job, police presence would double by having an assigned vehicle. For example, if 6 officers work a Mountain Brook football game, there could be 6 marked units parked throughout the campus in addition to the 6 officers on foot. The citizens will see an increase in visibility with the patrol officers working their beat in addition to the reoccurring extra jobs. Currently there are only 3 visible units patrolling throughout the city servicing 20,000 residents, 12 churches, and 279 businesses.

Every business and church throughout the city wants our patrol vehicles in front of their building. Officers work many extra jobs in addition to their shift on patrol year around. Marked units could be used for extra jobs including events in the city such as parades, runs, and school sporting events. Officers also work at St. Peter's, St. Luke's, Mountain Brook Baptist, Canterbury Methodist, Brookwood Baptist, Mountain Brook Community Church, Shades Valley Presbyterian Church, Church of the Highlands, Chabad, Knesseth, Diamonds Direct, Piggly Wiggly, Birmingham Country Club, Mountain Brook Country Club, estate sales, and private parties. Churches are worked more than just Sundays; there are extra programs, weddings, funerals, and special events. There is an officer at

Diamonds Direct at least 6 days a week from open to close. An officer works security at Piggly Wiggly every night of the week. The Jewish temples have events throughout the week. Both country clubs have events mornings, afternoons, and evenings. **By issuing assigned vehicles, the amount of police presence would grow exponentially working these constant extra jobs in addition to the officers working their beat.**

3. **Maintenance-** Current annual maintenance costs an average of \$8,000 for shared vehicles, versus \$4,800 for take home vehicles.
4. **Longevity-** The article shows officers will take better care of the personal assigned vehicles. **Officers take pride and treat their assigned vehicle as their own.** Our officers live an average of 14 miles from the city limits. I believe assigned vehicles would last an average of 8.5 years at 175,000 miles, versus every 2.5 years at 135,000 miles as they are now. Currently the patrol cars are driven 24/7, and see extensive wear and tear. By issuing an assigned vehicle, it will not constantly run hot, last exponentially longer, incur less maintenance costs, and have less chance of being in a wreck or acquiring body damage.
5. **Car wrecks and body damage-** The current patrol cars are not outfitted the same; this can lead to more damage and accidents due to the unfamiliar environment of each vehicle, which are rotated daily. Officers tend to have fewer accidents in take home vehicles versus shared vehicles because officers have a "sense of ownership" with that vehicle. There would be lower liability claims resulting in lower insurance rates. The article found **massive reductions in accident and damage repair costs.** Shared vehicles costs went as high as \$8,400 a year, while assigned vehicles went up to \$1,375 per year.
6. **Time spent loading/unloading vehicles-** The article stated each day every officer spends an average of 28-40 minutes per day to check, load, unload their shared vehicle with their necessary gear for their tour of duty. On average the shared vehicle was unavailable 5.6 days a month due to repairs, lost keys, etc. The Officer would have to find a spare vehicle with average another 25 minutes of nonproductive time. All this equals to approximately 13 nonproductive days per year per officer, I believe this accurately reflects our department. The current vehicles are constantly in and out of the shop. Every Mountain Brook police officer knows the 14.2 mile and 34-minute round trip commute from the police department to public works. Instead of constantly commuting across the city back and forth, that time could be spent patrolling the neighborhoods looking for burglars, conducting traffic stops, and answering calls. Take

home vehicles would allow patrol to schedule vehicle maintenance with public works; this eliminates wasted time shuttling vehicles across the city as we do now.

- 7. Employee recruiting success-**Other departments in the surrounding area including Vestavia, Homewood, Trussville, Hoover, and Shelby County directly compete with Mountain Brook for police officers. We attend career fairs throughout the state in an attempt to hire the best quality candidates. In the police world, the ability to advertise an assigned take home car is a huge draw when trying to recruit new officers.

- 8. Employee retention-** Over the past 8 years of my career I have seen 25 officers hired and 12 officers transferred to other departments, each and every officer took a reduction in pay. The city spends an average of \$55,000 per officer from the day they are hired to the day they can police on their own. The city has already lost \$660,000 on those 12 officers, and spent another \$660,000 to fill those positions totaling a loss of \$1,320,000. I cannot calculate the tens of thousands of dollars that was also lost for additional training spent on those officers. In addition to Homewood, Hoover, and Shelby County, Mountain Brook is now also competing with Vestavia and Irondale as they are in the process of assigning take home vehicles. This police department used to have a K-9 unit, 3 motorcycle units, a bicycle unit, and a business liaison officer which has been pulled just to cover 3 out of 4 beats on patrol.

Assigned vehicles may also help with retention due to the changes in the RSA retirement plan. 67% of patrol is in Tier 2 of the retirement system which has worse benefits compared to other officers in Tier 1. Vestavia has already adopted Tier 3 which gives Tier 2 employees Tier 1 benefits and allows officers to retire 5 years earlier. Other cities and counties may be adopting Tier 3 as well. We already have quality employees; the city does not want to lose their investment and spend even more money on new officers.

Details

- Officers must have 2 years experience with the department to be assigned a car
- For however many officers there are in training, the city can plan to purchase ½ that many vehicles during their training period
- Life expectancy for patrol officer vehicles- 8.5 avg. years, sell after 175,000 miles
- Resale \$5,000 each
- Only used for official police duties
- Oncoming shift park on Tibbett Street (12 available spaces)
- Outgoing shift park in the parking garage (12 available spaces)
- 3 spare patrol cars stored at public works
- As each vehicle reaches 175,000 miles, they become a spare unit kept at public works
- As each "new" spare unit goes to public works the city sells the oldest vehicle to put towards a brand new vehicle
- Each officer can wash their assigned vehicle at home, utilize mister car wash, or at a very minimal cost the city can set up a washing station at public works

Vehicles needed

Currently there are 22 officers and 6 Sergeants who have 2+ years experience. Keeping 5 patrol units for each beat (including jail) and utilizing the vehicles the department already has, the city needs

16 patrol cars at \$55,000 each

3 Sgt. Vehicles at \$46,000 each

Total \$1,018,000 for 19 vehicles over a 2-year period

The following 2 charts show:

-Current vehicle assignments versus the proposed vehicle assignments

-The potential savings in cost assuming 19 vehicles over 8.5 years with \$55,000 vehicle cost, \$5000 salvage, 60% of current annual maintenance, and annual insurance cost of \$700, versus our current fleet after 2.5 years at \$8,000 per year for maintenance.

Current vehicle assignments

<u>Patrol</u>	<u>SRO</u>	<u>Spare</u>	<u>Pool</u>	<u>Liason</u>
Car 19-Spare	Marked Tahoe	Used car 24	2010 Charger	Car 29
Car 41-Sgt	Marked Tahoe		2013 Tahoe	
Car 42-Sgt	Marked Tahoe			
Car 20	2013 Blk F150			
Car 21	2013 WT F150			
Car 22	2013 Silver Tahoe			
Car 23				
Car 25				
Car 26				
Car 27				

Proposed vehicle assignments

<u>Patrol</u>	<u>SRO</u>	<u>Spare</u>	<u>Pool</u>	<u>Liason</u>
Car 19-Sgt	2013 Blk F150	Used car 23	Absorb any used	Car 29
Car 41-Sgt	2013 WT F150	Used car 24	city vehicle from	
Car 42-Sgt	2013 Silver Tahoe	Used car 27	any department.	
Car 20	*2010 Charger		Or buy 1-2 used	
Car 21	*2013 Tahoe		crown victorias	
Car 22	*2019 Durango		for \$5000 or less	
Car 23 (orderd)				
Car 24 (ordered)				
Car 25				
Car 26				
Car 27 (ordered)				
*Marked Tahoe				
*Marked Tahoe				
*Marked Tahoe				
*Last 3 only need computers and cages to transport prisoners	*Last 3 only need police graphics added to the exterior			

Assumptions

Description	24/7	Take Home
Vehicle cost	\$ 55,000	\$ 55,000
Salvage	\$ (5,000)	\$ (5,000)
Life	2	7
Annual Maint	\$ 8,600	60%
Annual Insura	\$ 700	\$ 700
# Units	8	19

	7	7.5	8	8.5	9	9.5	10	10.5	11	11.5	12	12.5	13
2	\$ 205,790	\$ 288,250	\$ 370,800	\$ 453,350	\$ 535,900	\$ 618,450	\$ 701,000	\$ 783,550	\$ 866,100	\$ 948,650	\$ 1,031,200	\$ 1,113,750	\$ 1,196,300
2.5	\$ (74,300)	\$ (11,750)	\$ 50,800	\$ 133,350	\$ 175,900	\$ 238,450	\$ 301,000	\$ 363,550	\$ 426,100	\$ 488,650	\$ 551,200	\$ 613,750	\$ 676,300
3	\$ (260,967)	\$ (211,750)	\$ (162,533)	\$ (113,317)	\$ (64,100)	\$ (14,883)	\$ 34,333	\$ 83,550	\$ 132,767	\$ 181,983	\$ 231,200	\$ 280,417	\$ 329,633
3.5	\$ (394,300)	\$ (354,607)	\$ (314,914)	\$ (275,221)	\$ (235,529)	\$ (195,836)	\$ (156,143)	\$ (116,450)	\$ (76,757)	\$ (37,064)	\$ 2,629	\$ 42,321	\$ 82,014
4	\$ (854,300)	\$ (461,750)	\$ (429,200)	\$ (396,650)	\$ (364,100)	\$ (331,550)	\$ (299,000)	\$ (266,450)	\$ (233,900)	\$ (201,350)	\$ (168,800)	\$ (136,250)	\$ (103,700)

	7	7.5	8	8.5	9	9.5	10	10.5	11	11.5	12	12.5	13
2	\$ 29,386	\$ 38,433	\$ 46,350	\$ 53,335	\$ 59,544	\$ 65,100	\$ 70,100	\$ 74,624	\$ 78,736	\$ 82,491	\$ 85,933	\$ 89,100	\$ 92,023
2.5	\$ (10,614)	\$ (1,567)	\$ 6,350	\$ 19,335	\$ 29,544	\$ 35,100	\$ 40,100	\$ 44,624	\$ 48,736	\$ 52,491	\$ 55,933	\$ 59,100	\$ 62,023
3	\$ (37,281)	\$ (28,233)	\$ (20,317)	\$ (13,331)	\$ (7,122)	\$ (1,567)	\$ 3,433	\$ 7,957	\$ 12,070	\$ 15,825	\$ 19,267	\$ 22,433	\$ 25,356
3.5	\$ (56,329)	\$ (47,281)	\$ (39,364)	\$ (32,379)	\$ (26,170)	\$ (20,614)	\$ (15,614)	\$ (11,090)	\$ (6,978)	\$ (3,223)	\$ 219	\$ 3,386	\$ 6,309
4	\$ (70,614)	\$ (61,567)	\$ (53,650)	\$ (46,665)	\$ (40,456)	\$ (34,900)	\$ (29,900)	\$ (25,376)	\$ (21,264)	\$ (17,509)	\$ (14,067)	\$ (10,900)	\$ (7,977)

$$\begin{aligned}
 &= (\$C\$8 * ((+\$C\$3 + \$C\$4) + (+\$C\$6 + \$C\$7) * \$C12)) * 0\$11 / \$C12 - \$D\$8 * ((+\$D\$3 + \$D\$4) + ((+\$D\$6 * \$C\$6) + \$D\$7) * 0\$11) \\
 &= 8((\$55,000 - \$5,000) + (\$8,000 + \$1,000 * 2)) * 7/2 - 28(\$55,000 - \$5,000) + ((\$8,000 * 60%) - 1,000) * 7 \\
 &= 8((\$50,000) + (\$9,000 * 2)) * 7/2 - 28(\$50,000) + ((\$4,800 + \$1,000) * 7) \\
 &= 8(\$50,000 + \$18,000) * 7/2 - 28(\$50,000 + (\$5,800 * 7)) \\
 &= 8(\$68,000) * 7/2 - 28(\$50,000 + 40,600) \\
 &= \$1,904,000 - \$2,536,800 \\
 &= 632,800
 \end{aligned}$$

Payment

The city of Mountain Brook averages a surplus of \$800,000 per year from the budget. Over 2 years the surplus would cover the initial purchase of 19 vehicles. The numbers I presented show the retail cost of take-home vehicles, I have not shown any possible discounts that may be provided when buying in large quantities. There are 3 police motor cycles that have not been used in years due to the lack of manpower; the city could sell the motorcycles and use that money towards assigned cars. Once patrol is fully staffed and the department has enough officers for specialty positions, new motorcycles can be purchased and utilized to generate the city money by issuing tickets.

Conclusion

Without question, the take home vehicle program would take a significant investment by the city of Mountain Brook. However, I feel that the benefits of the program far outweigh the initial costs. I have shown the city can save \$13,335 yearly and \$113,350 over the life cycle of an assigned vehicle. Overall morale would be greatly increased, which leads to more pride in the work that each officer does on a daily basis.

This program benefits every citizen, church, and business in the city of Mountain Brook. In 2019 they city had \$2,860,115 of property stolen, 136 thefts, 104 drug arrests, 69 accidents with injuries, 37 cars broken into, 21 residential burglaries, 18 domestic violence calls, 16 vehicles stolen, and 23,421 police calls. The ability to turn heads when someone sees a police car speaks volumes. In today's world police presence is needed more than ever; there would be more marked patrol cars in the villages and neighborhoods to keep Mountain Brook one of the safest cities in the state. In examining the data and looking at all the benefits it is my opinion that implementing this program should be seriously considered by city leadership and put into action at the earliest available opportunity.

Bibliography

Williamson, C. (2016, February 5). The Take Home Car Advantage. Retrieved from <https://dc.statelibrary.sc.gov/>



Lighting Services NESC® Lease Agreement (Governmental)

Customer Legal Name City of Mountain Brook DBA Thornhill and Sterling
 Service Address SHANNON LANE, BIRMINGHAM AL 35213 County Jefferson
 Mailing Address P.O. Box 130009, Birmingham, AL 35213
 Email Gastons@mtnbrook.org Tel # 205-802-3803 Alt Tel _____
 Tax ID _____ Business Description Municipal

Existing Customer? Yes No If Yes (and if possible), does Customer want Equipment added to an existing account? Yes No Existing Account 36128-68008
For informational purposes only

Equipment									
	Qty	Wattage	Type	Description	OH/UG	M/UM	Equipment Amount (\$)	Estimated Regulated Charge (\$)*	Estimated Monthly Charge (\$)*
(1)	1	35	LED	LED Cobra - 4000k - gray - 3500 to 5000 Lumens	OH	UM	\$6.69	\$0.78	\$7.47
(2)									
(3)									
(4)									
(5)									
(6)									
(7)									
(8)									
(9)									
(10)									
Monthly Total *									\$7.47

Project Notes: To replace light on existing pole at Thornhill and Sterling

Initial Term	36 months	Prepaid Amount	\$ 0.00
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* The Regulated Charge is subject to change at any time as dictated by the Alabama Public Service Commission. The amount shown is an estimate based on the Unmetered Outdoor Lighting (ODL) rate in effect at time of Agreement proposal; actual charges may vary.

Customer agrees to lease the Equipment referenced above from Alabama Power Company on the attached terms and conditions and authorizes all actions noted above.

Customer Authorized Signature	Date	Alabama Power Company	Date
Sign Here _____	_____	Sign Here _____	_____
Print Name _____	_____	Print Name _____	_____
Print Title _____	_____	Print Title _____	_____

APC Internal Use Only - APC Reference Number (if applicable): _____

TERMS and CONDITIONS (NESC Governmental)

1. **Lighting Equipment Lease.** This Lease Agreement ("Agreement") states the agreed terms and conditions upon which Alabama Power Company ("APC") will: (i) lease to "Customer" (identified on Page 1) the "Equipment" referenced on Page 1 for use at the stated "Service Address" (the "Premises"); and (ii) provide electric service to operate the Equipment. The "Equipment" includes all poles, bases, wiring, conduit, fixtures, controls, and related items necessary to provide lighting service through the listed fixtures, unless expressly noted otherwise in "Project Notes." Customer acknowledges that regulatory change during the Agreement term may require APC to modify or replace some Equipment.
2. **Intent and Title.** This Agreement is not a sale of the Equipment to Customer. Customer expressly acknowledges that APC retains title to the Equipment and agrees that this Agreement only gives Customer the right to use the Equipment during the Agreement term, so long as Customer complies with all terms and conditions. Customer acknowledges that the Equipment, although attached to real property, always will remain the exclusive personal property of APC and that APC may remove the Equipment when this Agreement ends. Customer authorizes APC, without further consent or action, to file any UCC financing statement or security agreement relating to the Equipment and agrees that APC may record those documents. APC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this Agreement under any federal or state tax law; Customer enters into this Agreement in sole reliance upon Customer's own advisors.
3. **Term.** The initial Agreement term is stated on Page 1, calculated from the date of the first monthly bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party at least 30 days before the desired termination date. APC's address for notice is P.O. Box 2641, Birmingham, Alabama 35203; Customer's mailing address is noted on Page 1.
4. **Payment.** APC will invoice Customer per the terms stated on Page 1, subject to any change in the electric service charge dictated by the Alabama Public Service Commission. Customer agrees to pay the amount billed by the due date (20 days after billing date). Applicable taxes included in the Equipment price are subject to change at any time. If a balance is outstanding past the due date, Customer agrees to pay the greater of 1.5% of the unpaid balance or \$2.00 and acknowledges that APC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue service. If applicable, Customer must provide a copy of its Alabama sales tax exemption certificate.
5. **Premises Activity.** Customer grants a license and right of access to APC, and its contractors and representatives, to enter the Premises with vehicles and equipment to: (i) install and connect the Equipment and, if applicable, remove or disconnect existing equipment (collectively, the "Installation"); (ii) inspect, maintain, test, replace, repair, or remove the Equipment; (iii) provide electric service for the Equipment; or (iv) conduct any other Agreement-related activity (items--(iv) collectively, the "APC Activity"). Customer will not cause or permit any obstruction that may interfere with APC's access to the Equipment. Customer represents that the individual signing this Agreement on its behalf has authority to do so and that it has express authority from all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize the APC Activity. Customer is solely responsible for safety of the Premises and agrees that APC has no obligation to ensure the safety of the Premises or persons or property entering onto Customer's Premises.
6. **Installation.** Customer represents that: (i) the Premises' final grade will vary no more than 6 inches from the grade existing at the time of Installation; and (ii) if applicable and required for proper Installation, Premises property lines will be clearly marked before Installation.
 - A. **Customer Work.** If APC, upon Customer's request, allows Customer to perform any part of the Installation (including trenching) itself or through a third party, Customer warrants that the work will meet APC's installation specifications (which APC will provide to Customer and are incorporated by this reference). Customer is responsible for all reasonable additional costs arising from Customer's non-compliance with APC's specifications or lack of timely (i.e., 10 days') notice to APC that APC's Installation activity can commence.
 - B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because APC Activity may require excavation not subject to the Alabama's Underground Prevention Legislation (Ala. Code §§ 37-15-1 - 37-15-11) ("Dig Law"), Customer must mark any private utility or facility (e.g., gas/ water/sewer line; irrigation facility; low voltage data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law. If APC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before APC commences Installation, Customer is responsible for all damages and any resulting delay.
 - C. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for any subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, etc. not properly marked or identified ("Unforeseen Condition"). If APC encounters an Unforeseen Condition, APC, in its sole discretion, may stop all APC Activity until Customer either remedies the condition or agrees to reimburse all APC costs arising from the condition. Customer is responsible for all costs of Equipment modification or change requested by Customer or dictated by an Unforeseen Condition or circumstance outside APC's control.
7. **Equipment Protection and Damage.** After Installation and throughout this Agreement's term, in the event of any work or digging near the Equipment, Customer (or any person or entity working on Customer's behalf) must: (i) provide notices and locate requests by calling Alabama 811 or 1-800-292-8525; and (ii) provide notices to other utilities or operators as required by the Dig Law. As between Customer and APC, Customer is responsible for all damages arising from failure to comply with applicable law or for Equipment damage caused by anyone other than APC (or an APC contractor or representative).
8. **Maintenance.** During this Agreement's term, APC will maintain the Equipment and will bear the cost of routine repair or replacement. Customer must notify APC of any need for Equipment repair by calling the Business Service Center at 1-888-430-5787.
9. **Disclaimer: Damages.** APC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose or of merchantability) regarding the Equipment or any APC Activity. Customer also acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or Equipment choice, the Equipment may not follow IESNA guidelines. Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the Equipment or this Agreement, or arising from damage, hindrance, or delay involving the Equipment or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable.
10. **Indemnity.** To the fullest extent allowed by law, Customer agrees to indemnify, release, hold harmless, and, at APC's request, defend APC and its affiliates and contractors (and their officers, directors, employees, representatives, and agents) from or against any loss, damage, cost, expense, or liability (including actual attorneys' fees reasonably incurred and all expenses of investigation and defense) for any damage or claim for personal or bodily injury (including death), property damage (including loss of use), monetary damage, or equitable relief caused by or arising out of any misrepresentation or act or omission of Customer involving this Agreement, the Equipment, or the Premises, whether or not caused by or arising out of the joint, concurrent, or contributory (but not sole) negligence of APC.
11. **Default.** Customer is in default if Customer does not pay the entire amount owed within 45 days of billing. APC's waiver of any past default will not waive any other default. If default occurs, APC, at its discretion, may immediately terminate this Agreement, collect all past due amounts (including late fees) and all amounts due for the Equipment during the remaining Agreement term, remove the Equipment from the Premises, and seek any other available remedy.
12. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Equipment and replaces any prior agreement, written or oral. Only a written amendment signed by each party can modify this Agreement, except that either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other party. Customer will not assign, in whole or in part, this Agreement or its Agreement rights or obligations without APC's prior written consent. No assignment, whether with or without consent, relieves Customer of its Agreement obligations. Customer must provide advance notice of a change in control of all, or substantially all, of Customer's ownership or interest in the Premises. In this Agreement, "including" means "including, but not limited to." Alabama law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.





Date: May 21, 2020

Re: South Brookwood Rd. Culvert Repair
City of Mountain Brook, Alabama
Project Report

Project description

A 14-foot diameter corrugated metal storm pipe passes beneath S. Brookwood Road, about 1/2 miles north of the intersection with Overton Road, along an unnamed tributary of Fuller Creek. The invert (flow line) of the culvert has deteriorated to point that natural ground is visible along the entire length of the culvert. Schoel has been tasked with evaluating the condition of the culvert and providing recommendations to repair the invert of the culvert. This report provides a brief overview of the site conditions and the recommended repair.

Site Conditions

The pipe is located entirely within the S. Brookwood Road Right-of-Way. The R.O.W. boundary extends about 10-feet beyond the upstream face and 16-feet beyond the downstream face. The culvert openings are located at the base of a 35-foot embankment with heavily wooded steep side slopes. The culvert is approximately 168-feet long.

A field inspection shows that the invert is completely eroded away along the full length of the pipe. The eroded sections of the invert range from about 1-foot to 4-feet wide. Portions of the metal pipe are protruding up from the flow line and causing debris to become lodged in some areas. This condition is also allowing water to flow beneath the pipe. Bare earth, primarily rock and gravel, are visible. Schoel did not observe any large voids or deep holes below the invert.

The pipe appears to be intact above the flow line, although some slight deformation of the ceiling can be seen about 40-feet from the downstream face.

Photos were taken at 20-foot intervals of both the left and right side of the of the culvert's invert, in addition to videos. The photos below were taken during the site visit and show the typical condition of the invert of the pipe.

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Left side invert



Right side invert

Recommended Repair

To slow or stop the deterioration of the invert, and to prevent the further loss of natural ground below the pipe, Schoel recommends the City of Mountain Brook proceed with a project to repair the invert. Based on the condition of the pipe, the project would include lining the entire flow line of the pipe with concrete grout (see Exhibit 1). In general, the work would consist of the following items:

- Prepare the pipe to receive the new concrete grout invert by removing portions of the deteriorated pipe that are protruding above the flowline and might cause snags or result in future blockages
- Attach a woven wire mesh along flowline of the culvert to provide structural support for the new concrete invert
- Pour concrete in the invert of the pipe, allowing the concrete to fill any voids below the original invert of the pipe. The new finished invert elevation would be approximately 6-inches higher than it currently is and extend about 5-feet left and right of the culvert centerline
- Some minor clearing of the ROW might be required to allow access to the upstream and downstream culvert openings
- It is not anticipated that any temporary construction easements will be needed, although, the selected contractor may request additional work area that could require a construction easement
- The work does not include any modifications to the entrance or exit of the culvert
- No additional lining, coating, or work above the new concrete invert has been considered

The estimated material quantities are as follows:

Concrete Grout	55 cubic yards
Woven Wire Mesh	1,620 sq.ft.

Supplemental Information

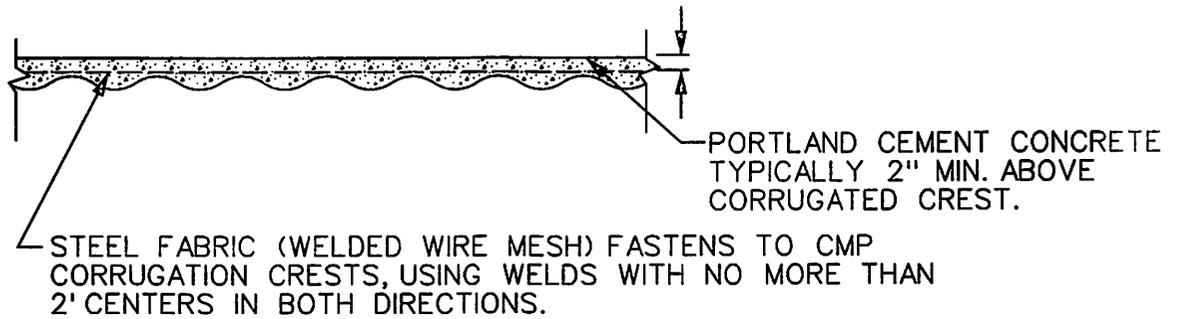
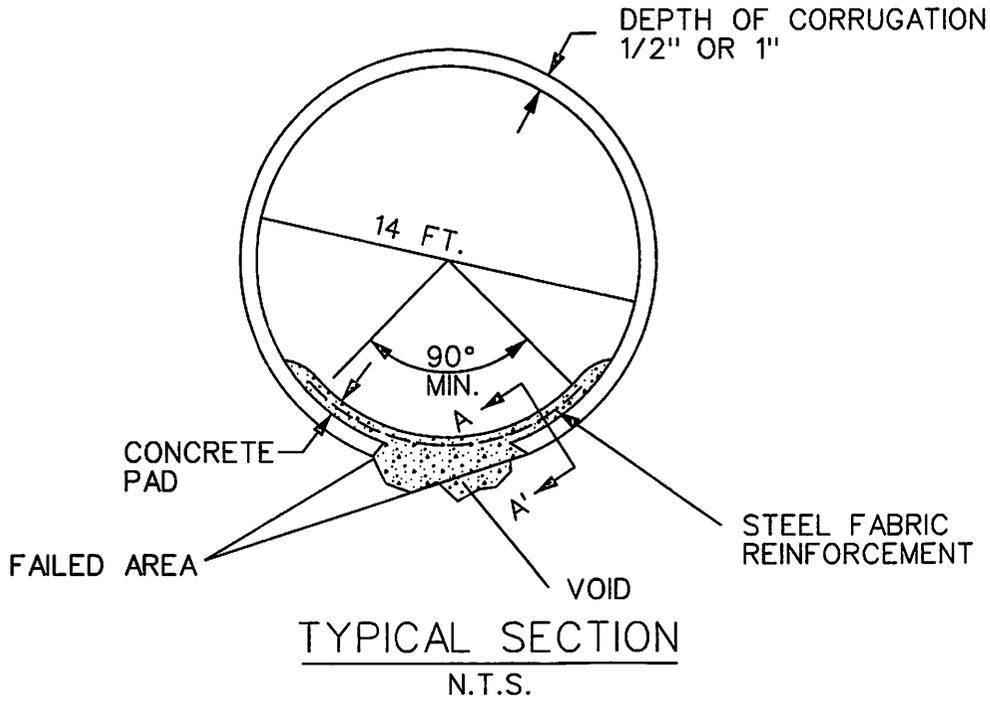
The culvert serves a relatively large drainage area, approximately 1.1 square miles, with residential structures and other improvements located upstream and adjacent to the creek. It should be noted that this portion of Fuller Creek is not located within a FEMA Special Flood Hazard Zone. To understand the effects of raising the flowline elevation and reducing the flow area within the culvert, a hydraulic analysis of the improvements to the culvert was conducted. The results show a minor increase in the water surface elevation upstream of the culvert entrance, during a 100-year peak flow event, of about 4-inches. However, it is not believed that this increase is significant or that the increase would cause any structures or improvements to be inundated.

Summary

Based on the current condition of the pipe, Schoel recommends that the City of Mountain Brook proceed with seeking competitive bids, in accordance with the Public Works Acts, to repair the culvert.

EXHIBIT 1

Typical Section Detail



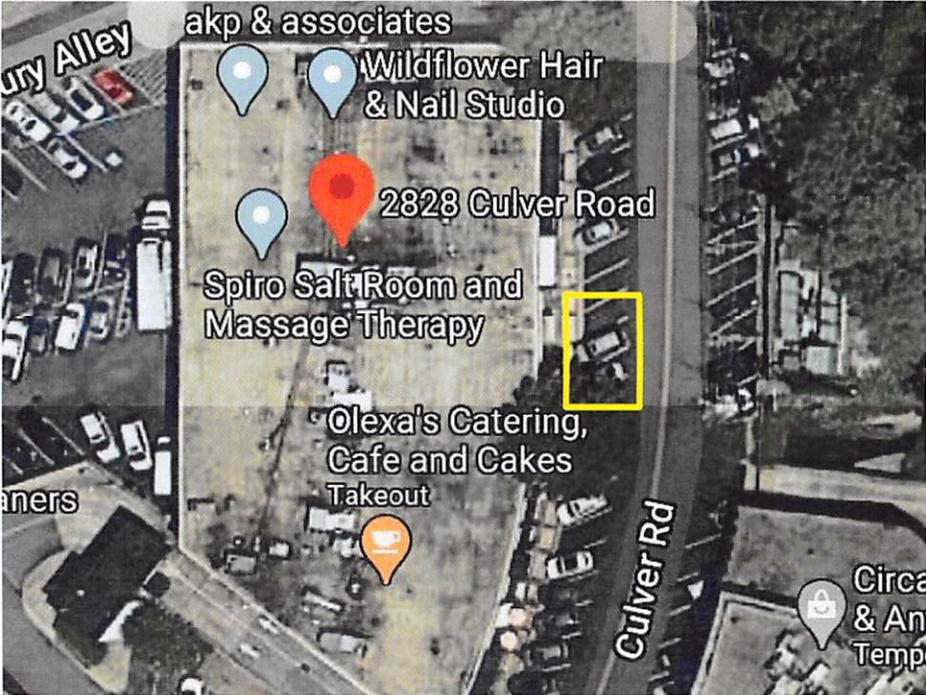
SECTION A'-A VIEW
N.T.S.

Golden Age Wine

Temporary Seating Proposal



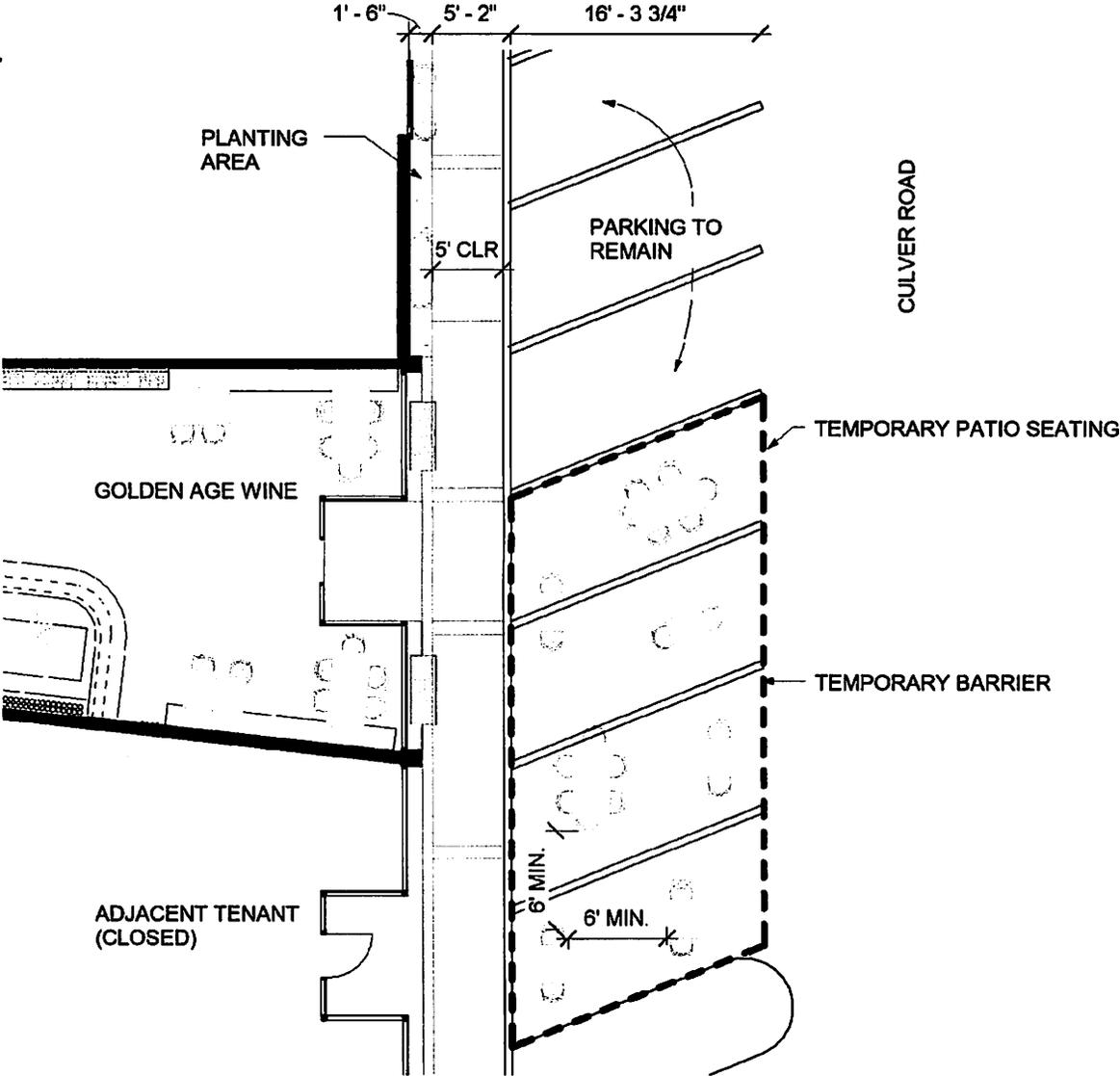
Location : 2828 Culver Rd



Current Exterior



Proposed outdoor seating plan





Proposed parking spots to use for outdoor seating.

2828 Cul

Hampton Inn

Google

Sam Gaston

From: Brandon Loper <brandon@goldenagewine.com> on behalf of Brandon Loper
Sent: Thursday, May 21, 2020 10:05 AM
To: Sam Gaston
Cc: Dana Hazen; Tyler Slaten
Subject: Re: Temporary seating in parking spaces
Attachments: Golden Age COVID Strategy.pdf

Hi Sam,

I would like the Council to consider allowing businesses to place temporary seating in parking spaces in an effort to balance out the 50% occupancy requirements due to COVID-19. This is crucial to our business staying afloat during this uncertain time. For us, and most other restaurants- 50% occupancy means half the staff and half the revenue. Our overall revenue has significantly diminished due to lack of on-premise sales for the last two months and an underperforming re-opening could cause us to eventually have to close our doors. Please consider this proposal in an effort to bring life and vibrancy back to our business and to Mountain Brook. We love this community and would love to use this time to show how resilient and creative we can be and ultimately be an example for neighboring cities all around the south.

Best,
Brandon Loper
Golden Age Wine
www.goldenagewine.com

On Wed, May 20, 2020 at 10:27 AM Sam Gaston <gastons@mtnbrook.org> wrote:

Got it.

Brandon-send me a formal request outlining your thoughts and proposal. We can place this on the May 26th Council pre-meeting for discussion by Zoom

Sam S.Gaston

City Manager

City of Mountain Brook, AL.

56 Church Street

P.O. Box 130009

Mountain Brook AL. 35213

(205) 802-3803 Phone

(205) 870-3577 Fax

From: Dana Hazen [mailto:hazend@mtnbrook.org]
Sent: Wednesday, May 20, 2020 10:12 AM