

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

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

OCTOBER 10, 2022, 6:00 P.M.

As a matter of convenience, members of the public are invited to listen, observe and participate in public meetings by Internet video conference. Presenters and others interested in a particular matter for discussion are encouraged to attend the meeting in-person. The City is not responsible for technical issues that may occur that interfere with the virtual meeting. The City Council, at its sole discretion, may proceed with its in-person business meeting regardless of whether virtual attendees can hear and/or observe the proceedings. The City intends to make the meeting available by way of the Zoom app (re: Meeting ID 801-559-1126, password 10102022).

1. Discussion of Conditional Use for Rougarou at the old Sneaky Pete's location on Culver Road in Mountain Brook Village-Fire Marshall Lee Rhudy (See attached information. This item may be added to the formal agenda.)
2. Observations of the Starbucks drive through in Lane Parke-Richard Caudle of Skipper Consultants
3. Drainage projects/studies update- Mark Simpson of Schoel Engineering (See attached information. These items may be added to the formal agenda.)
4. Board of Zoning Adjustment (BZA) appointment-Tyler Slaten (See attached information. This item may be added to the formal agenda.)
5. Junior High drainage and recreational field improvements contract-Billy Pritchard (See attached information.)
6. Organizational meeting of the new City Council on November 7th (Time?)
7. Agreement with Spire for relocation of their line in conjunction with Field #1 fill project-Sam Gaston (See attached information.)
8. Executive Session

Sam Gaston

From: Leland Rhudy <rhudy@mtnbrook.org> on behalf of Leland Rhudy
Sent: Wednesday, October 05, 2022 3:35 PM
To: Virginia C Smith
Cc: Christopher Mullins; Billy Pritchard; Sam Gaston
Subject: Re: Alley behind sneaky Pete's

I would like to make a correction on the address. It is 2716 Culver Road. My apologies

On Wed, Oct 5, 2022 at 3:24 PM Leland Rhudy <rhudy@mtnbrook.org> wrote:

After careful and thorough consideration, we have determined that adding a rear patio to 1234 Culver Road would further exacerbate the current ingress/egress issues into the alleyway by Fire Department vehicles.

The patio in itself is not a significant concern other than the low hanging power lines that run overhead.

The primary issue is that on a daily basis, vehicles are haphazardly parked in the alleyway which diminishes the clear width required by code for access by emergency vehicles. Adding a patio to the already congested area would only serve to make these conditions worse.

IF parking was not permitted in the alleyway, the access width would accommodate emergency vehicles and the rear patio would not cause a significant impedance.

So, basically it is our recommendation that we can have either parking in the alley OR a patio but not both.

In addition, if the decision is to continue with allowing parking in the alleyway, we would suggest that there be some order applied to the chaos by striping parking spaces and limiting the number of vehicles to the number of spaces.

We are also having issues with delivery trucks ripping down the low hanging power lines in the alleyway. It would be nice to find a solution for this problem as well.

On Wed, Oct 5, 2022 at 1:20 PM Virginia C Smith <virginiasmith31161@gmail.com> wrote:

Chiefs, I have not seen a memo re the alley and fire department . Is it forthcoming soon?

Thanks

Sent from my iPhone

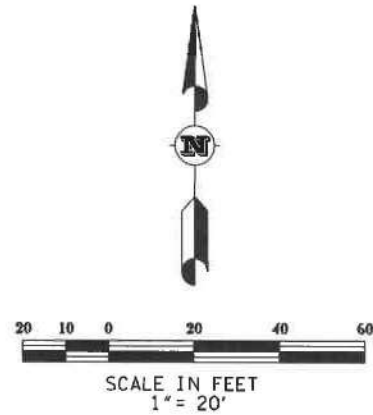
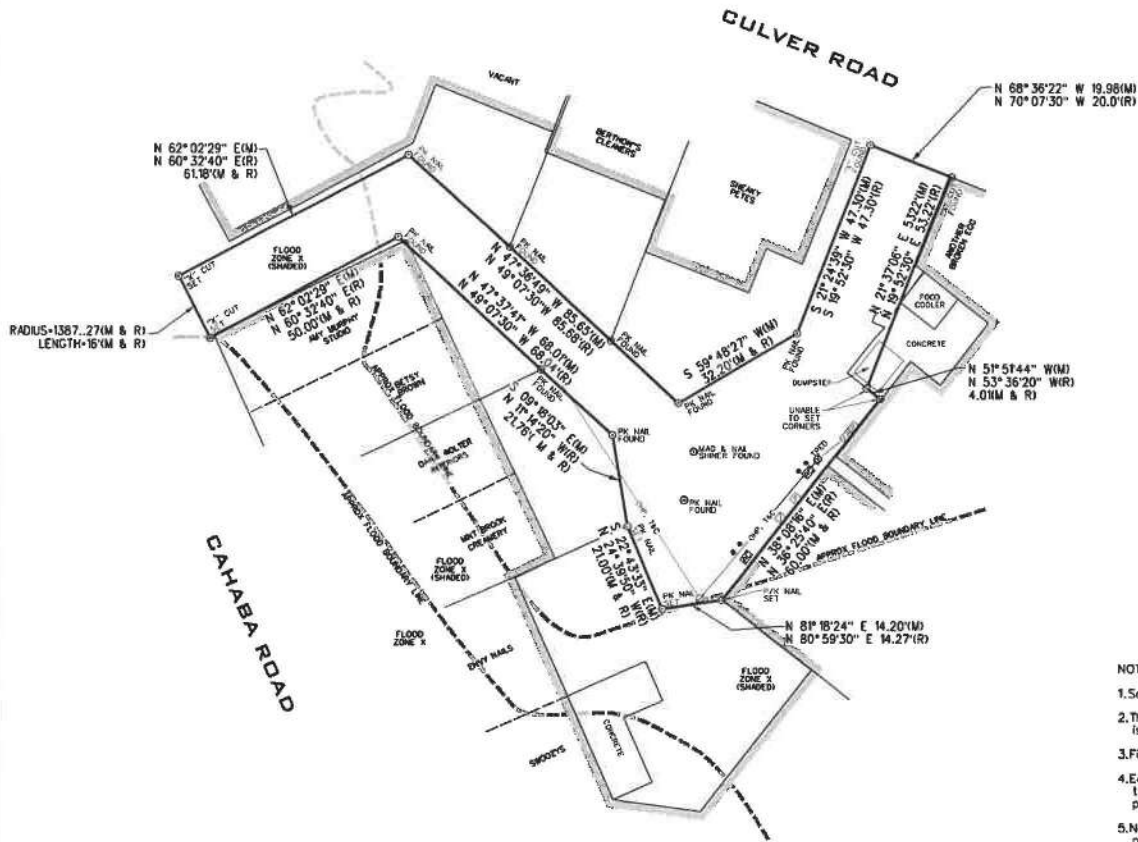
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Leland Rhudy, IAAI-CFI (V), NAFI-CFEI

Battalion Chief/Fire Marshal

Mountain Brook Fire Department

102 Tibbett Street



LEGEND	
	ELECTRICAL BOX
	POWER METER
	TELEPHONE PEDESTAL
	RECORD
	MEASURED DISTANCE
	BOLLARD (GUARD POST)
	GAS METER
	UTILITY POLE w/GUY
	RIGHT-OF-WAY LINE
	OVERHEAD POWER & TELEPHONE LINE

NOTES

1. Source of information: Plat Book 18 Page 46, Jefferson County Judge of Probate
2. The purpose of this survey is to establish the Right of Way of an Alley, this is not a boundary survey.
3. Field work for this survey was completed on 09/20/2022.
4. Easements and rights of way which the surveyor had knowledge of at the time of the survey have been shown. A title review was not performed as part of this survey.
5. No underground utilities were shown as part of this survey. No warranty is provided by the Surveyor or Sain Associates as to the location for any underground utilities on the subject property that the surveyor or Sain Associates have no knowledge of and therefore do not appear on the survey.
6. The bearing base for this survey is based on Alabama State Plane Coordinate System (West Zone) as determined by RTK GPS observations with correction provided by the ALDOT VRS CORS Network.
7. According to the Flood Insurance Rate Map published by the Federal Emergency Management Agency for the City of Mountain Brook, Jefferson County Alabama (community point 010128), map number 01073C05971 effective date 08/24/21, this site lies within Zone X (shaded) defined as "0.2% chance flood hazard Areas of 1% annual chance flood with average depths less than one foot or with drainage areas of less than one square mile" and Zone AE defined as "Base Flood Elevations Determined".
8. This survey and drawing are not valid without the signature and seal of an Alabama Professional Land Surveyor employed by Sain Associates, Inc. at the time of survey.

I hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.

Michael Lee Thomas
 Michael Lee Thomas, PLS
 Alabama Reg. No. 33673
 Dated: 09/29/2022



NO.	REVISIONS	DESCRIPTION	BY	CHK	DATE

NO.	REVISIONS	DESCRIPTION	BY	CHK	DATE

SAIN
 associates
 ENGINEERING LETTER HEAD/LOGO

Two Penniner Park South
 Suite 500 East
 Birmingham, Alabama 35243
 Phone: (205) 940-8420
 Website: www.sain.com

RIGHT-OF-WAY SURVEY
ALLEY RIGHT-OF-WAY
 MOUNTAIN BROOK, ALABAMA
 FOR
 City of Mountain Brook
 MOUNTAIN BROOK, ALABAMA

DRN. BY	JOB NO.
D.R.	18-0157
CHK. BY	SCALE
M.T.	1" = 20'
PROJ. MGR.	DATE
M.T.	9-28-22


SHEET NO.
S1-R0

RESOLUTION NO. 2022-139

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby approves the conditional use application (lunchtime operation for Rougaroux at 2716 Culver Road) with the following conditions:

- The outdoor patio may not be used during the lunchtime operation from 11:00 a.m. to 1:00 p.m., Monday through Friday
- Approval from the Mountain Brook Fire Marshall that fire and life safety requirements have been met

ADOPTED: This 12th day of September, 2022.



Council President

APPROVED: This 12th day of September, 2022.



Mayor

CERTIFICATION

I, Heather Richards, 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 September 12, 2022, as same appears in the minutes of record of said meeting.



City Clerk



CITY OF MOUNTAIN BROOK

Dana Hazen
56 Church Street
Mountain Brook, Alabama 35213
Telephone: 205/802-3816
Fax: 205.879.6913
hazend@mtnbrook.org

DATE: September 12, 2022

TO: Mayor, City Council & City Manager FROM: Dana Hazen, Director of PB&S
RE: Conditional Lunchtime Food Use – Rougaroux (previous Sneaky Pete’s) 2716 Culver Road

Rougaroux is a food concept to be located in the previous Sneaky Pete’s space in Mountain Brook Village. Rougaroux has another location in Forest Park, the operational characteristics of which are used as a basis for this concept model in the proposed location.

The zoning code allows food uses (by right) in the LB District without any special approval (except for the hours of 11:00a-1:00p). Due to the high parking demand on the streets during the lunchtime hours, council approval of a conditional use is required for lunchtime food service operation.

Please see the attached letter from the applicant as to the details of the proposed use. The proposed indoor dining contains 42 seats, and the proposed outdoor patio (at the rear) contains 22 seats (for a total of 64 patrons during the lunchtime period). It is anticipated by the applicant that diners will remain on the premises for 40-60 minutes. The applicant has revised the request to remove the use of the outdoor patio during the lunchtime hours.

On August 15, 2022, the Board of Zoning Adjustment approved a reduction in the required on-site parking from 7 spaces to one space. The site is presently non-conforming with regard to parking in that it contains only 2 spaces. The BZA approval of a parking reduction will result in there being one on-site parking space; the reduction/rearrangement of which is to allow the 22-seat outdoor dining at the rear of the building (see attached BZA staff report for summary of the variance request).

The applicant’s letter indicates that 5 employees will be on-site during the daytime operations as well as 5 during the nighttime operations. One employee is to park in the space to the rear of the outdoor patio, and the other 4 are to park in the all-day parking along the perimeter of the village. Proposed hours of operation are Monday-Saturday from 11:00am – 9:00pm.

It should be noted that a pedestrian pick-up window is proposed along the side of the building (facing the alley). As may be seen on the attached plans, there is a narrow strip of pavement along the side of the building that is on private property, and this is where it is proposed that people queue to pick-up carry out order. The attached plans show an overhead awning along this strip, but it has also been suggested that a sidewalk may be built by the applicant (on private property) to accommodate this activity.

The plans show that mechanical equipment that is currently housed on the ground (rear corner of the building) is to be relocated to the rooftop (with a screen to shield it from view from Culver Road). Also, the applicant intends to seek a variance from the sign ordinance (to be approved by VDR) to allow the use of a rooftop sign.

It is difficult to anticipate how many of the proposed 42 patrons will walk from other locations within the village, how many may be destination travelers who will need to park in the vicinity for 40-60 minutes, or how many auto travelers may arrive and park as individuals or how many might come in groups. The question before the council is whether or not the street parking and vehicular circulation systems in the vicinity can handle the proposed dining room capacity during the lunchtime window.

The zoning ordinance requires council approval of a lunchtime conditional use, and states that any proposed conditional use will be reviewed as to the following:

- Whether the use would disparately impact public parking in the area;
- Whether vehicular or pedestrian circulation would be impacted by the use;
- Whether the use is compatible with surrounding existing uses;
- Whether the hours of operation or peak traffic times would impact existing uses.



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JAY FRIEDMAN
jay.friedman@friedman-lawyers.com
DIRECT DIAL NUMBER:
(205) 278-7057

September 8, 2022

Mountain Brook City Council
Tyler Slaten
slatent@mtnbrook.org
Sent Via E-Mail

RE: Renewed Conditional Use Application
2716 Culver Road
Mountain Brook, Alabama 35213

To the Mountain Brook City Council,

We hope this letter finds you well. Please allow this letter to serve as a formal conditional use application to serve lunch on behalf of future tenant of 2716 Culver Road, Mountain Brook, Alabama 35223—The Rougaroux. 2716 Culver Road is the former home of Sneaky Pete’s hot-dog restaurant, which operated from 1986 until it closed in the spring of 2020. Rougaroux is owned and operated by successful local Birmingham-based restaurateurs Ed Stacey and Ryan Champion. Rougaroux, as proposed, is in keeping with the historical use of the property and would be a tremendous addition Mountain Brook Village.

I. The Rougaroux at 2716 Culver Road.

A. The Concept

Rougaroux is a fast-casual counter-service restaurant concept that serves authentic New Orleans po-boys, gumbo, house-made boudin, muffuletta, burgers, and other classic takes on Cajun dishes. The atmosphere is laid-back, offering authentic Cajun food in a relaxed setting. The aesthetic is kitschy and quirky, paying tribute to casual and relaxed creole culture as well as Bywater shotgun-style architecture of the French Quarter. Rougaroux sources fresh, authentic ingredients. For example, Rougaroux sources bread from the Leidenheimer, a classic New Orleans bakery, meats from Cochon, a classic New Orleans butcher shop, and only serves fresh wild-caught Gulf seafood. Rougaroux’s food travels well, allowing Rougaroux to offer an array of to-go and catering options, meeting a need for those who wish to enjoy their food at home. A menu is attached hereto as Exhibit “A.”

B. Design and Build

1. Davis Architects

Architect Andrew Taylor of Davis Architects (“Davis”) will serve as the lead architect on the project. Davis is a nationally recognized architecture, design, and planning studio located in Birmingham, Alabama. Davis has been involved in many transformative projects, such as the Alys B. Stephens Center, the Bryant-Denny Stadium endzone expansions, the Brock School of Business at Samford University, and numerous others, both locally and nationally.

2. Hallmark Builders

Hallmark Builders, Inc. (“Hallmark”) is a commercial contractor that has been in business for more than sixty years. Hallmark has completed many notable projects, including work for Altec Industries, Burr & Forman, P.C., Barber Advanced Design Center, and many others. Hallmark has also been involved with several build-outs in both phases of the Lane Parke development. Hallmark will serve as the general contractor for the construction of Rougaroux.

C. The Rougaroux Team

1. Ed Stacey

Mr. Stacey is a restaurateur that specializes in concept development, restaurant operations, and sourcing fresh seafood and meats. Mr. Stacey worked a fresh seafood distributor for many years, requiring much travel back and forth from New Orleans. He opened the first Rougaroux in Forest Park, repurposing a 19th century house into the restaurant. He also developed Hotbox at Parkside with co-owner Ryan Champion.

2. Ryan Champion

Mr. Champion is a professional chef with experience in working in elite restaurants all over the United States. Mr. Champion has worked in Michelin star restaurants. Locally he has served as a chef at Bottega under renowned chef Frank Stitt III. Mr. Champion also spent years as a chef at Commander’s Palace in New Orleans. Mr. Champion has worked alongside Mr. Stacey to develop successful local concepts Rougaroux and the Hotbox at Parkside.

D. Operations

1. Site and Business Specifics

- a. Zoning: Local Business
- b. Site Size: .05 Acres
- c. Tenant Space Size: 1,269 Square Feet
- d. Proposed Use of Tenant Space: Fast-Casual Restaurant
- e. Existing Parking Spaces: 2
- f. Proposed Parking Spaces: 0 Additional Spaces

g. Proposed Hours of Operation:

- Monday—Saturday 11:00 AM to 9:00 PM
- Sunday—Closed (except when the Saints are playing)

h. Number of Employees: 5

- Daytime Employees: 5
- Nighttime Employees: 5

2. Conformance with Master Plan

The Property is zoned for Local Business, which prefers retail and restaurant uses. Rougaroux, as proposed, is in keeping with this zoning designation, and in keeping with the vision, values, and goals set forth in Mountain Brook’s Village Master Plan (“the Plan”). The Plan contemplates preserving Mountain Brook’s unique character, facilitating eclectic complementary architecture while preserving the past, and promoting independent and local businesses to ensure a unique and local flavor. *See* § 3.1, Vision. Rougaroux also meets the stated goal of seeking more opportunities for evening business activity. *Id.*

Furthermore, Rougaroux also satisfies the land use policy set forth in the Plan. *See generally* Section 3.2. Pursuant to the Land Use Policy Map, the Property’s recommended land use is General Commercial—Retail Dominant. This particular use prefers ground level activity which generates a high degree of pedestrian activity and are generally retail and restaurant type uses. This particular category of land use disfavors ground level service and office uses at these key locations.

Rougaroux fits squarely within the narrow zoning window and preferred uses as contemplated by the Plan. Rougaroux, as proposed, is consistent with the goals set forth in the Plan to promote independent local businesses and preserve Mountain Brook’s character. In short, Rougaroux is a great fit for Mountain Brook Village and the 2716 Culver Road location.

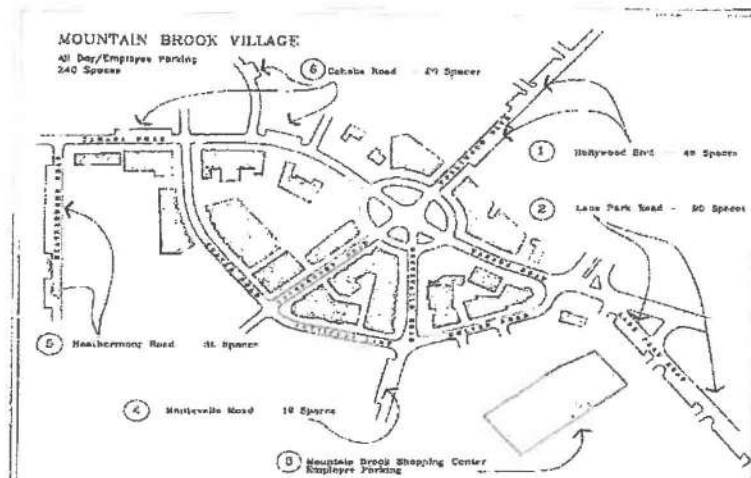
3. Number of Tables and Breakdown of Seating

The proposed restaurant will be housed in 1,269 square feet of space. The restaurant dining room as proposed is 602 square feet and features forty-two (42) seats total. Eleven (11) of these seats will be bar seating. The design, as proposed, also calls for a small outdoor dining area capable of seating twenty-two (22) patrons at full capacity.¹ The Rougaroux site plan and layout is attached hereto as Exhibit “B,” pp. 5-6. The economics of Rougaroux depend on the ability to maximize the outdoor seating and to serve lunch.

¹ The Board of Zoning Adjustment (“BZA”) granted a variance to construct a patio behind the restaurant on August 15, 2022. As a means to lessen the parking burden, the applicant agrees to forego all use of the patio space during the conditional use hours set forth in Sections 129-192(a)(1)x and 129-192(b)(8) of the City Code of the City of Mountain Brook. Thus, there will be no additional parking burden created by the patio seating during conditional use hours.

4. Employee Parking

There will be one on-site parking space located directly behind the building. This spot will be utilized for staff parking. Rougaroux anticipates needing just five (5) employees to operate the restaurant at full capacity. Four staff members will park around the perimeter of Mountain Brook Village in accordance with the parking strategy set forth in the Mountain Brook Village Master Plan, shown below.



5. Rate of Turnover

Lunch time turnover is usually less than an hour. The average patron stays between forty (40) and sixty (sixty) minutes. Please note that this is premised on traffic to Rougaroux existing location in Forest Park (817 39th St. S., Birmingham, Alabama 35222). Rougaroux anticipates the rate of turnover to be greater at 2716 Culver Road location due to pedestrian circulation in Mountain Brook Village. The pick-up window will also facilitate quicker service and pedestrian circulation.

6. Destination Use

Given the fast-casual nature of Rougaroux's offerings, Rougaroux anticipates that it will cater primarily to existing foot-traffic at its lunchtime service. Rougaroux will also provide another quick, casual option for patrons and employees of Mountain Brook Village. Though the food will be elevated from Sneaky Pete's, the fast-casual, counter-service Rougaroux concept is consistent with the historical use of the property. Rougaroux anticipates much of its lunchtime service will be generated from foot traffic versus destination use.

E. Impacts

1. Fast-casual food service is consistent with the previous use of the Property.

The former Sneaky Pete's opened in 1986 until it closed in 2020 due to the pandemic. Sneaky Pete's featured counter-service hotdogs and hamburgers as well as grab and go drinks. The footprint of the restaurant was approximately 1,300 square feet. Sneaky Pete's was one of the few places in Mountain Brook Village where one could grab a casual lunch. While Rougaroux's food is elevated in comparison to Sneaky Pete's, the overall fast-casual nature of the concept remains. Rougaroux's primary offerings are po-boys, gumbo, muffuletta sandwiches, and house ground brisket hamburgers ordered at the counter and served on disposable picnic ware and cutlery. Rougaroux's fast casual nature is very similar to that of Sneaky Pete's.

The Rougaroux, as proposed, will keep the same dining room footprint and cater to a similar sector of consumer as Sneaky Pete's. The counter service concept is also in keeping with previous fast-casual concept Sneaky Pete's. Like Sneaky Pete's, there will be no table wait service. The fast-casual style is consistent with the historical use of the property and will have similar benefits and parking burdens.

2. No disparate impacts to vehicle circulation or pedestrian circulation as compared to historical uses.

The fast-casual nature of Rougaroux's service and proposed pick-up window lends itself to pedestrian circulation and vehicular circulation. Furthermore, this protects against patrons of the Rougaroux occupying prime parking spots in Mountain Brook Village for excessive periods of time. As proposed, the Rougaroux will not significantly change the traffic operations at nearby intersections because the three parking spots in front of the restaurant will remain unchanged. The service area for Rougaroux will remain behind the Property where it was when Sneaky Pete's was in business. The service area is accessible via alleyway which prevents traffic from being frustrated on Culver Road. Vehicle circulation and pedestrian circulation will be in keeping with the historical use of the Property as a fast-casual, counter-service restaurant.

3. The proposed use is compatible with surrounding existing uses.

Rougaroux's offerings are completely unique to Mountain Brook Village. Rougaroux as proposed will not compete with existing food service businesses and will enhance retail businesses by increasing foot traffic in the area. As illustrated below, there is no restaurant with similar offerings to what is proposed by Rougaroux.

Address	Tenant	Food Offering
2418 Montevallo Road	Another Broken Egg	Breakfast and brunch focused foods including omelets, eggs benedicts, pancakes, waffles, and some burger, sandwich, and salad offerings.
2708 Culver Road	Watkins Branch Bourbon and Brasserie	Food inspired by traditional French brasserie, robust plates

		and concentrated craft cocktails
2837 Culver Road	Daniel George	Fine dining, white table-cloth offerings featuring a daily changing menu of seafood, wild and domestic game, meats, poultry, and fresh produce.
2805 Cahaba Road	Gilchrist	Old-fashioned soda fountain featuring simple sandwiches, chicken/tuna salads, and milkshakes.
900 Jemison Lane	Char Bar No. 7	Sports Bar and Grill featuring steaks, burgers, sandwiches, and salads.
291 Rele Street	Chop N Fresh	Gourmet salads, greens, and grains, with made-from-scratch dressings.
920 Lane Parke Ct.	Sol Y Luna	Mexican restaurant featuring unique tapas, tacos, flautas, and more.
2838 Culver Road	Olexa's	European style bakery featuring crepes, sandwiches, salads, and baked goods.
2400 Montevallo Road	Carrigan's Public House	Gastropub featuring American fare and craft cocktails.

IV. CONCLUSION

In consideration of the foregoing, Rougaroux respectfully requests that the Mountain Brook City Council to approve Rougaroux's conditional use application to allow for lunchtime service. Please let us know if there is anything else you would like to know, and we will provide it. We are excited for the opportunity to bring Rougaroux to Mountain Brook Village.

Sincerely,



Jay Friedman

Enclosures:

- (A) Rougaroux Menu
- (B) 2716 Culver Road Renovation & Addition Conditional Use Application Drawing Set
- (C) 2716 Culver Road Existing Conditions

rougaroux

GUMBO - check board for today's offering

cup \$7 / bowl \$11
add potato salad \$2

HOUSEMADE BOUDIN LINKS

\$5 each

MUFFULETTA - served warm on Gambino's Italian Bread

quarter / half / whole

cochon butcher mortadella + genoa salami + capicola + provolone + olive salad

\$10 / \$17 / \$28

HOUSEGROUND BRISKET BURGER - served with fries, check board for today's offering

MP

TRADITIONAL PO'BOYS - 8" on Leidenheimer Baking Company Bread

fried gulf shrimp \$15

fried bon secour oysters \$16

roast beef debris \$14

fried alabama catfish \$15

seasonal veggies \$12

fried eggplant \$12

rougaroux dressed = shredded lettuce, seasoned tomatoes, shaved red onions, dill pickles, duke's mayo & crystal hot sauce
add ons = provolone \$1 - remoulade \$.50 - spicy horseradish cocktail sauce \$.50

SPECIALTY PO'BOYS - 8" on Leidenheimer Baking Company Bread

Oysters Rockefeller

\$18

fried bon secour oysters + bacon + spinach + parmigiano reggiano + lemon zest + red pepper flakes

Ferdi Special

\$15

roast beef debris + ham + provolone + shredded cabbage + shaved onions + duke's mayo + hot sauce

Blackened Catfish

\$16

creole spice seared alabama catfish + corn & red pepper relish + smoked tomato aioli + charred lemon

Smoked Chicken & Bacon

\$15

springer mtn chicken + voodoo bbq sauce + white cheddar pimento cheese + candied jalapenos

BBQ Shrimp

\$17

large gulf shrimp + abita beer crustacean butter + rosemary + cracked peppercorns + worcestershire

Surf & Turf

\$15

half dressed roast beef debris with provolone + half dressed fried gulf shrimp with remoulade

Viet Cajun Seafood

\$18

breaux bridge crawfish + gulf shrimp + cajun spices + garlic butter + ginger + lemongrass + chilies

KIDS w/ fries & drink - fried boneless chicken, french bread grilled cheese, fried shrimp

\$8

SIDES - creole fries, red beans & rice, pasta salad, collard greens, potato salad, zapp's chips

\$4

SWEETS - white chocolate bread pudding with pecan praline rum sauce

\$7

IG: @therougarouxbhm 205-518-6677

PRELIMINARY
NOT FOR CONSTRUCTION

RE-USE EXISTING SIGN STRUCTURE
& ROOF ATTACHMENTS



2716 CULVER RD. RENOVATION
& ADDITION

JAY & THERESA FRIEDMAN ;
MOUNTAIN BROOK, AL

DAVIS

OWNER

Jay & Theresa Friedman
2716 Culver Rd
Mountain Brook, AL 35226

ARCHITECT

Davis Architects, Inc.
1000 20th Street, Suite 100
Mountain Brook, AL 35226

CONTRACTOR

Michael S. Smith
1000 20th Street, Suite 100
Mountain Brook, AL 35226

MECHANICAL ENGINEER

John S. Smith
1000 20th Street, Suite 100
Mountain Brook, AL 35226

ELECTRICAL ENGINEER

John S. Smith
1000 20th Street, Suite 100
Mountain Brook, AL 35226

PLUMBING ENGINEER

John S. Smith
1000 20th Street, Suite 100
Mountain Brook, AL 35226

ELECTRICAL ENGINEER

John S. Smith
1000 20th Street, Suite 100
Mountain Brook, AL 35226

ELECTRICAL ENGINEER

John S. Smith
1000 20th Street, Suite 100
Mountain Brook, AL 35226

PROPOSED FRONT FACADE



ROUGAROUX SIGN LAYOUT



PREVIOUS SNEAKY PETE'S FRONT FACADE & SIGN

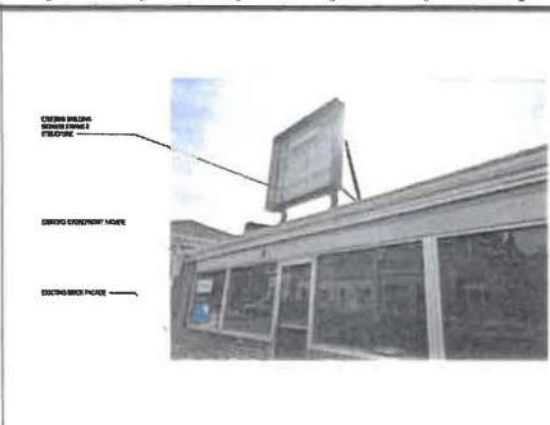
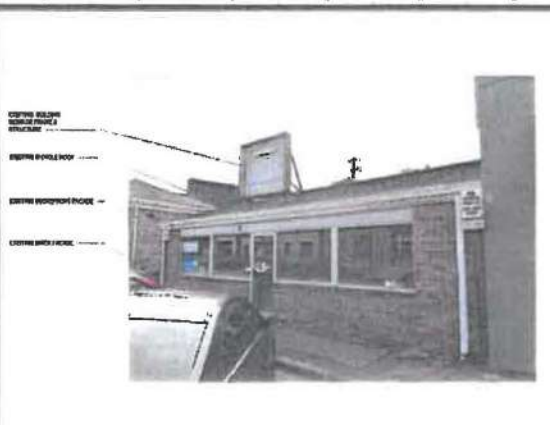
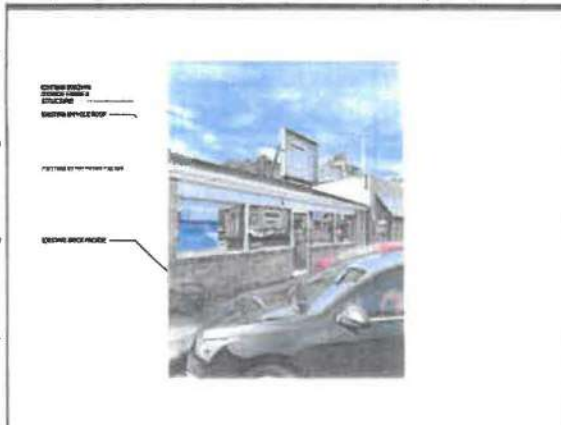
8
N
SCALE

DATE: JUNE 23, 2022
CONDITIONAL USE APPLICATION

DAVIS ARCHITECTS 2062

FRONT FACADE - SIGN STUDY

G120



REVISION
NOT FOR CONSTRUCTION

**2718 CULVER RD. RENOVATION
& ADDITION**

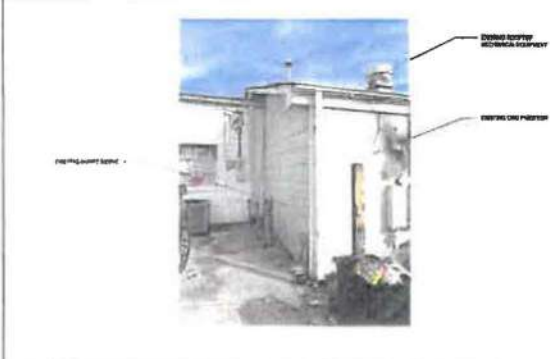
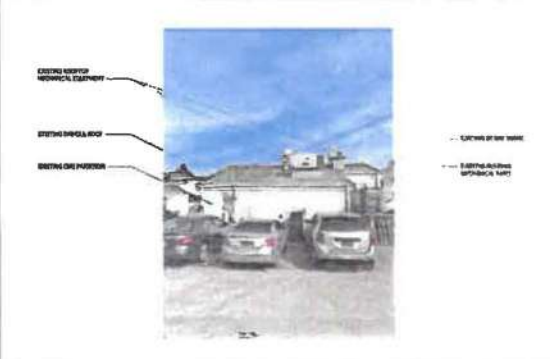
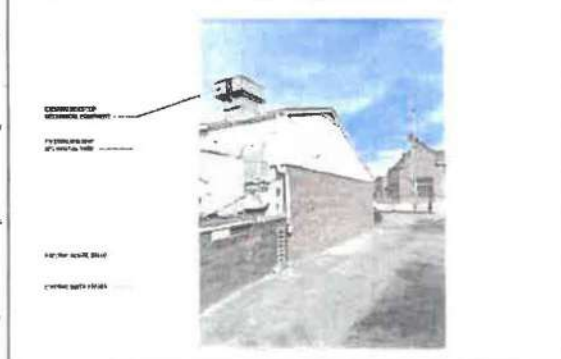
**JAY & THERESA FRIEDMAN ;
MOUNTAIN BROOK, AL**

DAVIS

K1 EXISTING BUILDING STREET FACADE
SCALE: 1/8" = 1'-0"

K7 EXISTING BUILDING STREET FACADE
SCALE: 1/8" = 1'-0"

K13 EXISTING BUILDING SIGNAGE
SCALE: 1/8" = 1'-0"



OWNER:
Jay & Theresa Friedman
2718 Culver Rd.
Mountain Brook, AL 35223
205.968.8882
JTF@al.com

ARCHITECT:
Davis Architects, Inc.
1000 Peachtree Street
Atlanta, GA 30309
404.525.8200
JTF@al.com

GENERAL CONTRACTOR:
Henderson, Inc.
4840 Peachtree Dunwoody Rd.
Atlanta, GA 30340
770.416.6666

MECHANICAL ENGINEER:
CNS Engineers, Inc.
1000 Peachtree Street
Atlanta, GA 30309
404.525.8200

STRUCTURAL ENGINEER:
CNS Engineers, Inc.
1000 Peachtree Street
Atlanta, GA 30309
404.525.8200

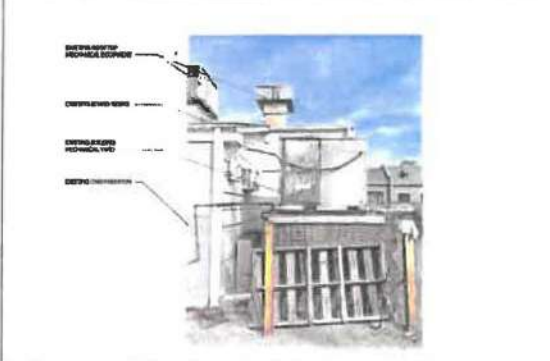
PLUMBING ENGINEER:
CNS Engineers, Inc.
1000 Peachtree Street
Atlanta, GA 30309
404.525.8200

ELECTRICAL ENGINEER:
CNS Engineers, Inc.
1000 Peachtree Street
Atlanta, GA 30309
404.525.8200

E1 EXISTING BUILDING ALLEY FACADE
SCALE: 1/8" = 1'-0"

E7 EXISTING BUILDING BACK OF HOUSE FACADE
SCALE: 1/8" = 1'-0"

E13 EXISTING BUILDING BACK OF HOUSE FACADE
SCALE: 1/8" = 1'-0"



A7 EXISTING BUILDING BACK OF HOUSE FACADE Copy 1
SCALE: 1/8" = 1'-0"

A13 EXISTING BUILDING BACK OF HOUSE FACADE Copy 2
SCALE: 1/8" = 1'-0"

A
N

DATE: JUNE 21, 2022
CONDITIONAL USE APPLICATION
DAVIS ARCHITECTS 3942
PROJECT: EXISTING BUILDING PHOTOS
G110

PROPOSED
NOT FOR CONSTRUCTION

2716 CULVER RD. RENOVATION
& ADDITION

JAY & THERESA FRIEDMAN
MOUNTAIN BROOK, AL

DAVIS

OWNER
JAY & THERESA FRIEDMAN
2716 CULVER RD
MOUNTAIN BROOK, AL 35226
478-252-2424

ARCHITECT
DAVIS ARCHITECTS, LLC
140 EAST BROAD STREET
MOUNTAIN BROOK, AL 35226
478-252-2424
478-252-2424

GENERAL CONTRACTOR
KIMBERLY JOHNSON, INC.
1000 W. WOODS RD.
MOUNTAIN BROOK, AL 35226
478-252-2424

MECHANICAL ENGINEER
M&M MECHANICAL, INC.
200 W. 10TH ST.
MOUNTAIN BROOK, AL 35226
478-252-2424

ELECTRICAL ENGINEER
M&M MECHANICAL, INC.
200 W. 10TH ST.
MOUNTAIN BROOK, AL 35226
478-252-2424

STRUCTURAL ENGINEER
M&M MECHANICAL, INC.
200 W. 10TH ST.
MOUNTAIN BROOK, AL 35226
478-252-2424

PLUMBING ENGINEER
M&M MECHANICAL, INC.
200 W. 10TH ST.
MOUNTAIN BROOK, AL 35226
478-252-2424

LANDSCAPE ARCHITECT
DAVIS ARCHITECTS, LLC
140 EAST BROAD STREET
MOUNTAIN BROOK, AL 35226
478-252-2424

CONCEPTUAL DESIGNER
DAVIS ARCHITECTS, LLC
140 EAST BROAD STREET
MOUNTAIN BROOK, AL 35226
478-252-2424

CONCEPTUAL DESIGNER
DAVIS ARCHITECTS, LLC
140 EAST BROAD STREET
MOUNTAIN BROOK, AL 35226
478-252-2424

CONCEPTUAL DESIGNER
DAVIS ARCHITECTS, LLC
140 EAST BROAD STREET
MOUNTAIN BROOK, AL 35226
478-252-2424

CONCEPTUAL DESIGNER
DAVIS ARCHITECTS, LLC
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MOUNTAIN BROOK, AL 35226
478-252-2424

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MOUNTAIN BROOK, AL 35226
478-252-2424

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478-252-2424

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MOUNTAIN BROOK, AL 35226
478-252-2424

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MOUNTAIN BROOK, AL 35226
478-252-2424

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DAVIS ARCHITECTS, LLC
140 EAST BROAD STREET
MOUNTAIN BROOK, AL 35226
478-252-2424

CONCEPTUAL DESIGNER
DAVIS ARCHITECTS, LLC
140 EAST BROAD STREET
MOUNTAIN BROOK, AL 35226
478-252-2424

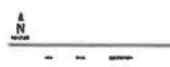
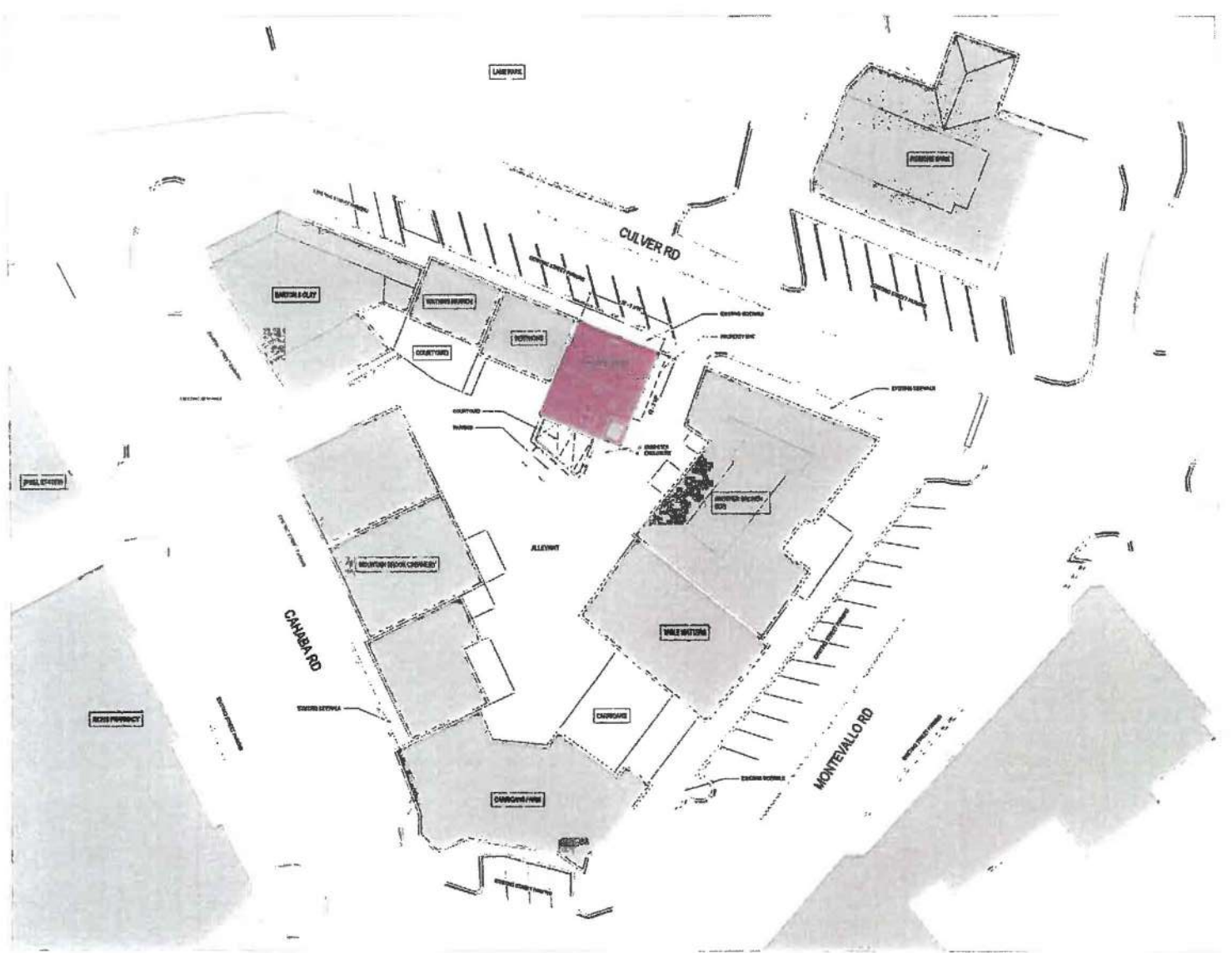
CONCEPTUAL DESIGNER
DAVIS ARCHITECTS, LLC
140 EAST BROAD STREET
MOUNTAIN BROOK, AL 35226
478-252-2424

CONCEPTUAL DESIGNER
DAVIS ARCHITECTS, LLC
140 EAST BROAD STREET
MOUNTAIN BROOK, AL 35226
478-252-2424

CONCEPTUAL DESIGNER
DAVIS ARCHITECTS, LLC
140 EAST BROAD STREET
MOUNTAIN BROOK, AL 35226
478-252-2424

CONCEPTUAL DESIGNER
DAVIS ARCHITECTS, LLC
140 EAST BROAD STREET
MOUNTAIN BROOK, AL 35226
478-252-2424

CONCEPTUAL DESIGNER
DAVIS ARCHITECTS, LLC
140 EAST BROAD STREET
MOUNTAIN BROOK, AL 35226
478-252-2424



JUNE 23, 2012
CONCEPTUAL USE APPLICATION
DAVIS ARCHITECTS, LLC
ARCHITECTURAL SITE PLAN

A1 SITE PLAN
SCALE: 1/8" = 1'-0"

A001

PROPOSED
NOT FOR CONSTRUCTION

2718 CULVER RD., RENOVATION
& ADDITION

JAY & THERESA FRIEDMAN;
MOUNTAIN BROOK, AL

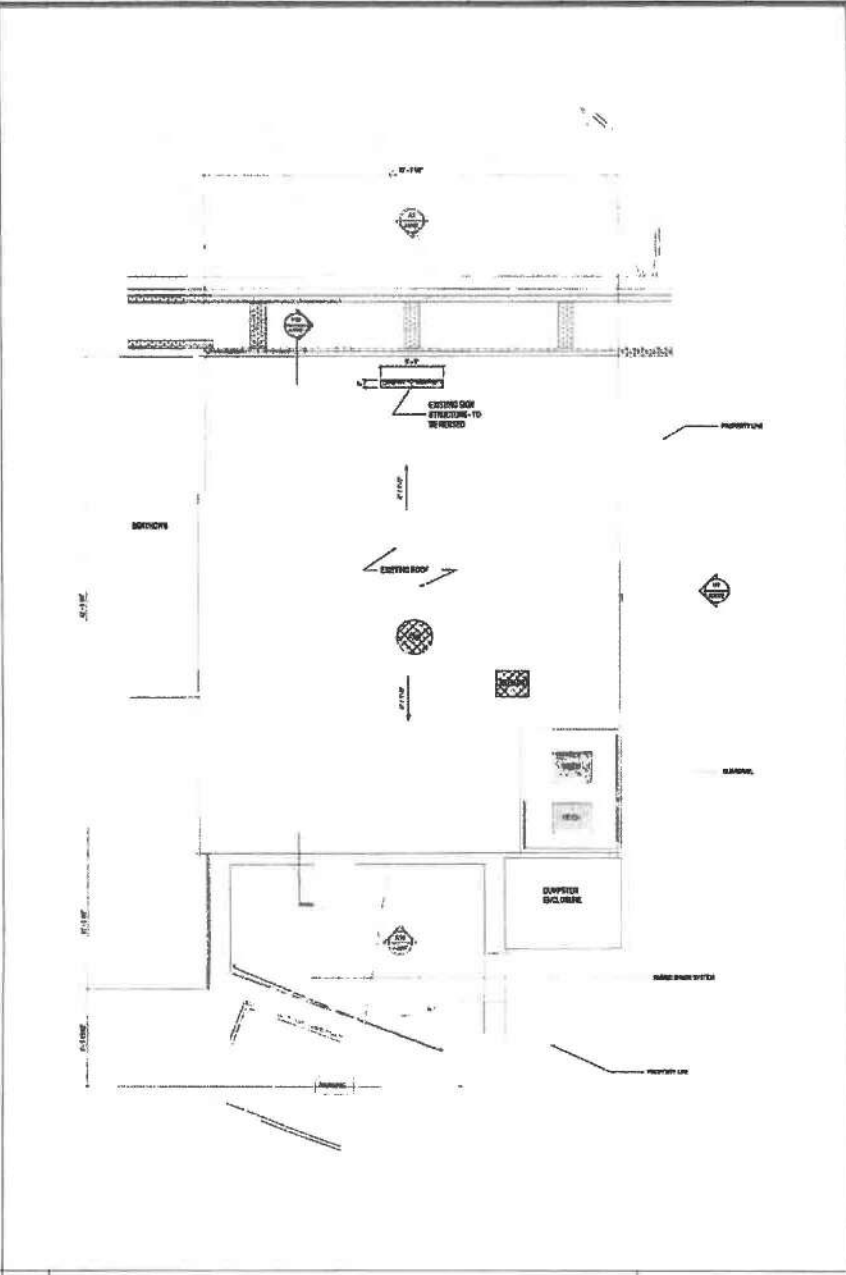
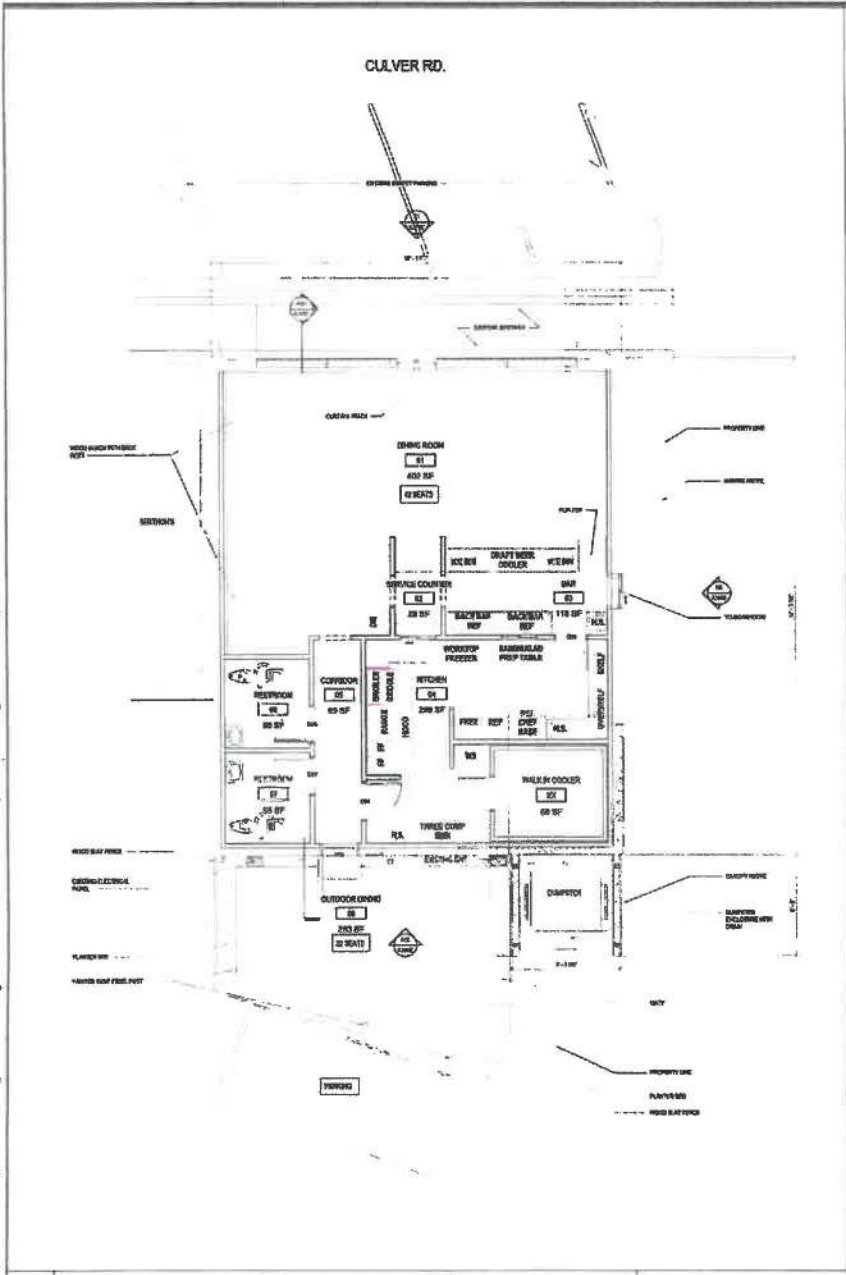
DAVIS

- OWNER:
JAY & THERESA FRIEDMAN
4500 Highway 90
Mountain Brook, AL 35226
205-966-1100
AT&T City Number
- ARCHITECT:
DAVIS ARCHITECTS, INC.
1000 Highway 90
Mountain Brook, AL 35226
205-966-1100
AT&T City Number
- ENGINEER:
JAMES C. BRYANT, P.E.
1000 Highway 90
Mountain Brook, AL 35226
205-966-1100
AT&T City Number
- STRUCTURAL ENGINEER:
DAVID L. BRYANT, P.E.
1000 Highway 90
Mountain Brook, AL 35226
205-966-1100
AT&T City Number
- MECHANICAL ENGINEER:
DAVID L. BRYANT, P.E.
1000 Highway 90
Mountain Brook, AL 35226
205-966-1100
AT&T City Number
- ELECTRICAL ENGINEER:
DAVID L. BRYANT, P.E.
1000 Highway 90
Mountain Brook, AL 35226
205-966-1100
AT&T City Number



JUNE 23, 2012
CONVENTIONAL USE APPLICATION
DAVIS ARCHITECTS 2012
FLOOR PLAN & ROOF PLAN

A101



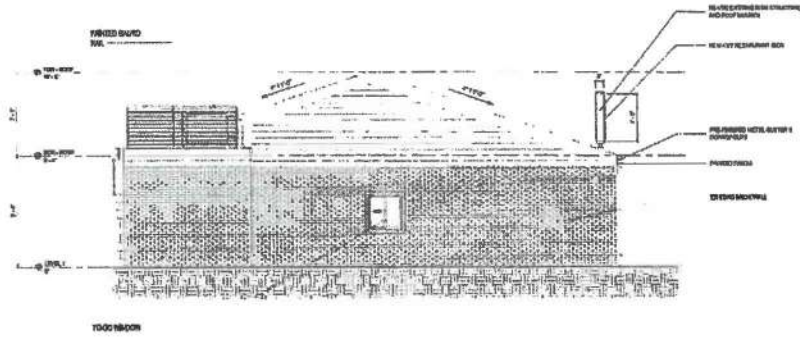
A1 FLOOR PLAN
SCALE: 1/4" = 1'-0"



A10 ROOF PLAN
SCALE: 1/4" = 1'-0"



NOTES:
1. ALL DIMENSIONS TO BE
FIELD VERIFIED.

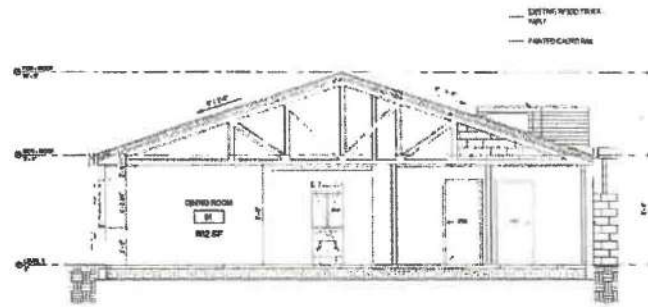


H1 ELEVATION - SIDE

14 JUN 20 SCALE: 1/4" = 1'-0"

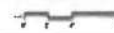


NOTES:
1. ALL DIMENSIONS TO BE
FIELD VERIFIED.

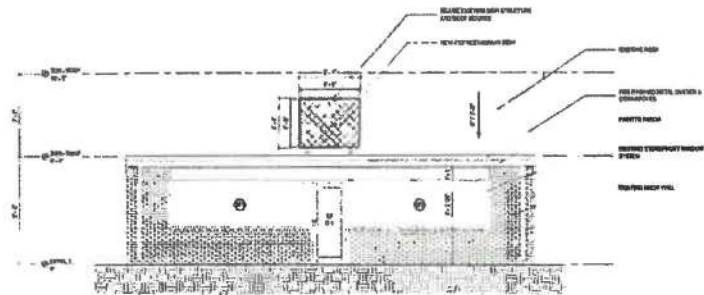


H10 BUILDING SECTION - A

14 JUN 20 SCALE: 1/4" = 1'-0"

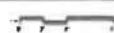


NOTES:
1. ALL DIMENSIONS TO BE
FIELD VERIFIED.

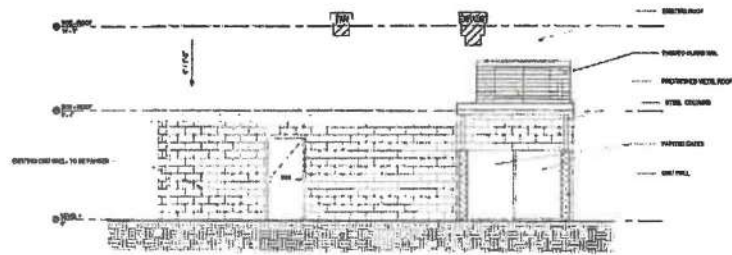


A1 ELEVATION - FRONT

14 JUN 20 SCALE: 1/4" = 1'-0"



NOTES:
1. ALL DIMENSIONS TO BE
FIELD VERIFIED.



A10 ELEVATION - BACK

14 JUN 20 SCALE: 1/4" = 1'-0"



PROVISIONAL
NOT FOR CONSTRUCTION

2716 CULVER RD. RENOVATION
& ADDITION

JAY & THERESA FRIEDMAN ;
MOUNTAIN BROOK, AL

DAVIS

ARCHITECT
Jay & Theresa Friedman
12000 Mountain Brook Rd.
Mountain Brook, AL 35220
205.968.1000
www.davisarchitect.com

ARCHITECT
Davis Architects, Inc.
12000 Mountain Brook Rd.
Mountain Brook, AL 35220
205.968.1000
www.davisarchitect.com

GENERAL CONTRACTOR
Crawford Construction, Inc.
10000 Mountain Brook Rd.
Mountain Brook, AL 35220
205.968.1000
www.crawfordconstruction.com

STRUCTURAL ENGINEER
Crawford Construction, Inc.
10000 Mountain Brook Rd.
Mountain Brook, AL 35220
205.968.1000
www.crawfordconstruction.com

MECHANICAL ENGINEER
Crawford Construction, Inc.
10000 Mountain Brook Rd.
Mountain Brook, AL 35220
205.968.1000
www.crawfordconstruction.com

ELECTRICAL ENGINEER
Crawford Construction, Inc.
10000 Mountain Brook Rd.
Mountain Brook, AL 35220
205.968.1000
www.crawfordconstruction.com



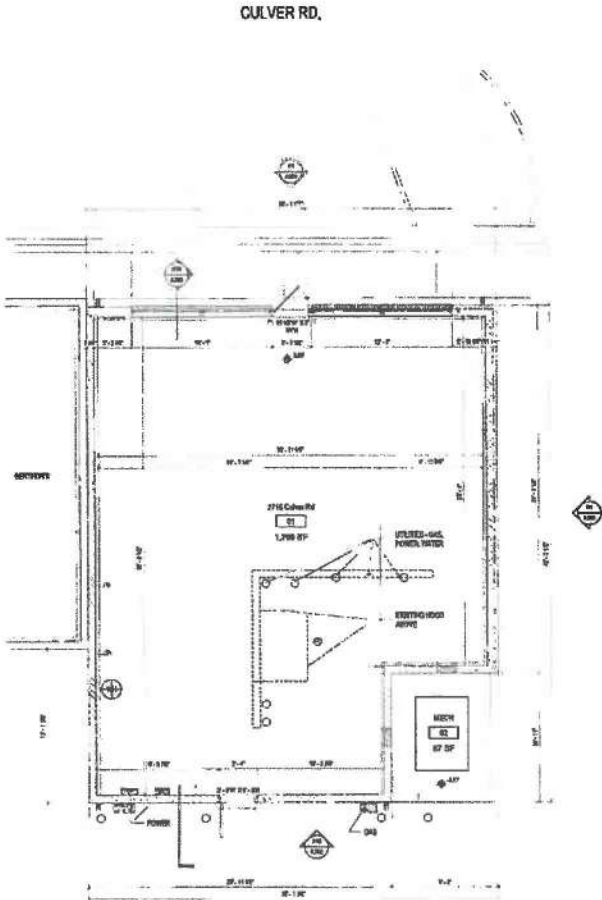
DATE: JUNE 21, 2022
CONVENTIONAL USE APPLICATION
PROJECT: 2716 CULVER RD. RENOVATION & ADDITION
DRAWN BY: JAY FRIEDMAN
CHECKED BY: THERESA FRIEDMAN
ELEVATIONS & SECTION

A300E

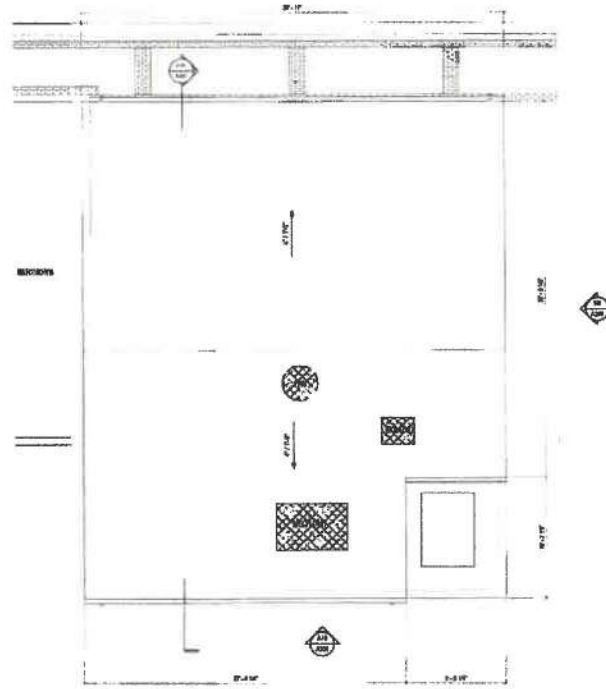
EXISTING BUILDING CONDITIONS

2716 CULVER ROAD
MOUNTAIN BROOK, AL 35223

NOTES:
ALL DIMENSIONS TO BE FIELD
VERIFIED BY CONTRACTOR.



NOTES:
ALL DIMENSIONS TO BE FIELD
VERIFIED BY CONTRACTOR.



**PROPOSED
NEW CONSTRUCTION**

**OLD SNEAKY PETES -
EXISTING CONDITIONS**

JAY & THERESA FRIEDMAN:
MOUNTAIN BROOK, AL

DAVIS

OWNER:
Jay & Theresa Friedman
2716 Mountain Brook
Alabama, AL 35223

ARCHITECT:
Davis Architects, Inc.
790 East Wood Street
Mountain Brook, AL 35223
766.853.7800
www.davisarchitects.com



JANUARY 21, 2022
EXISTING CONDITIONS
DAVIS ARCHITECTS 1000
FLOOR PLANS & ROOF PLAN

A1 FLOOR PLAN

SCALE: 1/4" = 1'-0"



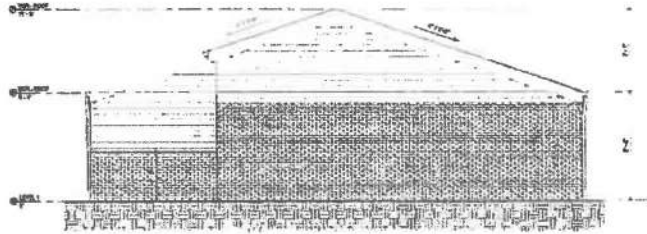
A10 ROOF PLAN

SCALE: 3/4" = 1'-0"



A101

NOTES:
ALL DIMENSIONS TO BE FIELD
VERIFIED BY CONTRACTOR.



NOTES:
ALL DIMENSIONS TO BE FIELD
VERIFIED BY CONTRACTOR.



PRELIMINARY
NOT FOR CONSTRUCTION

OLD SNEAKY PETER'S -
EXISTING CONDITIONS

JAY & THERESA FRIEDMAN ;
MOUNTAIN BROOK, AL

DAVIS

OWNER
JAY & THERESA FRIEDMAN
2170 S. JEFFERSON
MOUNTAIN BROOK, AL 35226
ARCHITECT
DAVIS ARCHITECTS, INC.
200 1/2 West Sixth
Birmingham, AL 35203
335.263.1100
WWW.DAVISARCHITECTS.COM

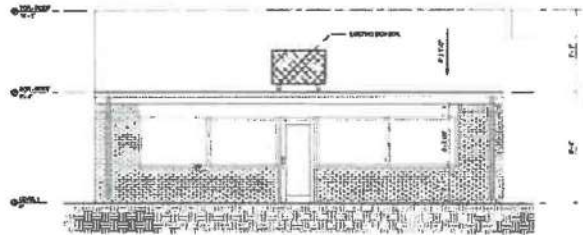
H1 ELEVATION - SIDE
SCALE: 1/4" = 1'-0"



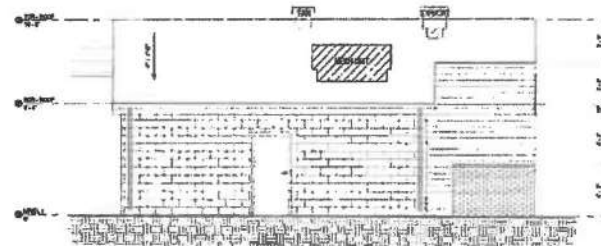
H10 BUILDING SECTION - A
SCALE: 1/4" = 1'-0"



NOTES:
ALL DIMENSIONS TO BE FIELD
VERIFIED BY CONTRACTOR.



NOTES:
ALL DIMENSIONS TO BE FIELD
VERIFIED BY CONTRACTOR.



A1 ELEVATION - FRONT
SCALE: 1/4" = 1'-0"



A10 ELEVATION - BACK
SCALE: 1/4" = 1'-0"



Architectural title block containing project name, date (JANUARY 21, 2022), sheet number (A300), and drawing type (ELEVATIONS & SECTION).

A300

RESOLUTION NO. 2022-

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby approves the conditional use application (lunchtime operation for Rougaroux at 2716 Culver Road) with the condition that the outdoor patio may not be used during the lunchtime operation from 11:00 a.m. to 1:00 p.m., Monday through Friday.

ADOPTED: This 12th day of September, 2022.

Council President

APPROVED: This 12th day of September, 2022.

Mayor

CERTIFICATION

I, Heather Richards, 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 September 12, 2022, as same appears in the minutes of record of said meeting.

Heather Richards, City Clerk

On Sep 8, 2022, at 9:36 PM, Frank Caley <Frank.Caley@hotmail.com> wrote:

Many thanks to all!

There are three concerns I have in descending order. If we enforce the leash law I think it will help on all three.

- 1.) A dog attack involving a child. We have 480 football players and cheerleaders out there this season (both are records)
- 2.) volunteer coaches and dog owners getting into escalating confrontations.
- 3.) of course dog poop, but this is really a distant third to the first two.

Thank you all. We start flag football next week which will put more people on Crestline so the more help available the better.

Thank you,

Frank

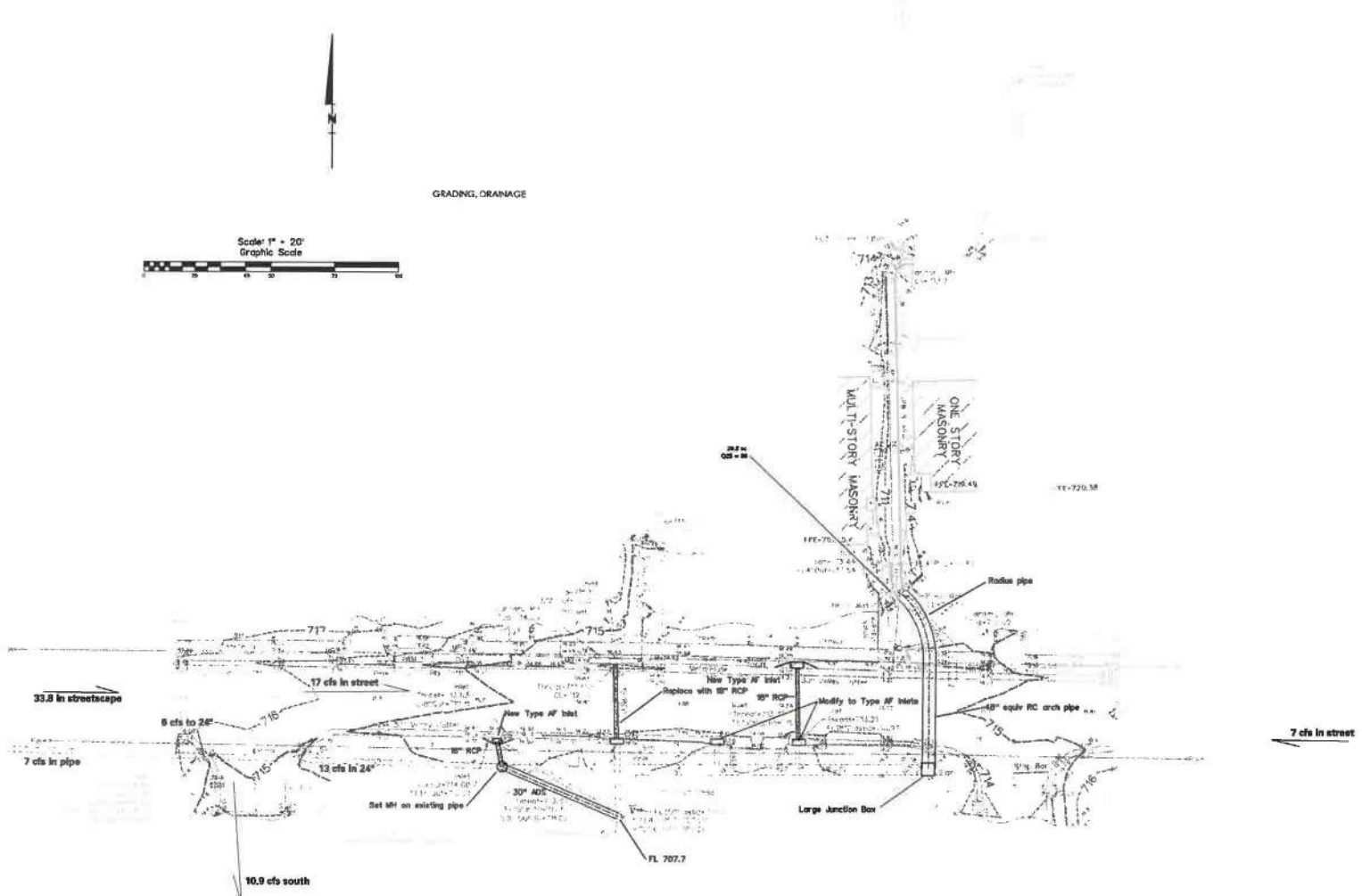
Update on Projects – Flooding/Drainage Issues October 07, 2022

1. **900 block of Euclid Avenue** - Plans 90% complete.
2. **Richmar "The Cut"**
Field surveying is complete and we are evaluating upgrade options
3. **3669 Northcote Under Construction**
4. **Junior High Drainage** – Out to bid
5. **Pinecrest Road at Canterbury Methodist**
Design 90% complete. Should issue within two weeks (Mid Oct.)
6. **Cherry Street Drainage**
Design 75% complete – meeting on site next week
7. **Canterbury/Surrey Road Drainage Improvements** – Study complete alternate design options developed, have discussed with stakeholders. Submitting a proposal for design and construction services. Cost est \$100,000.
8. **Surrey Road** – as above
9. **Fairmont Drive/Lorena Lane** – Preliminary Design complete. Ready to meet with neighbors. Cost est \$175,000.
10. **Crestline Branch from Cherry Street to Montcrest Drive** – Surveying complete. Forming opinions.

UNDERGROUND UTILITIES SHOWN ON THIS MAP ARE FROM LOCAL UTILITY COMPANY RECORDS AND SHOULD BE FIELD VERIFIED IN THE FIELD PRIOR TO CONSTRUCTION.
 JOB SAFETY IS NOT THE RESPONSIBILITY OF THE ENGINEER. THE CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTION SITE SAFETY.



GRADING, DRAINAGE



Civil Engineering • Land Surveying • Geotechnical Engineering • Construction Administration
 Environmental • Water Resources • Urban Planning • Planning

SCHUEEL

1000 27th Avenue South • 35895 Mountain Brook, Alabama
 205.962.1000 • 205.962.1001 • 205.962.1002
 205.962.1004 • 205.962.1005 • 205.962.1006
 schueel.com

**EUCLID AVENUE
 DRAINAGE IMPROVEMENTS
 MOUNTAIN BROOK, ALABAMA**

DRAWING NO.:
 PRELIMINARY PLAN 4-22-22
 REVISIONS:

PRELIMINARY DRAINAGE
 UPGRADES

DRAWN BY: WSE
 REVISIONS:
 4/22/22 01:00 PM Preliminary Design

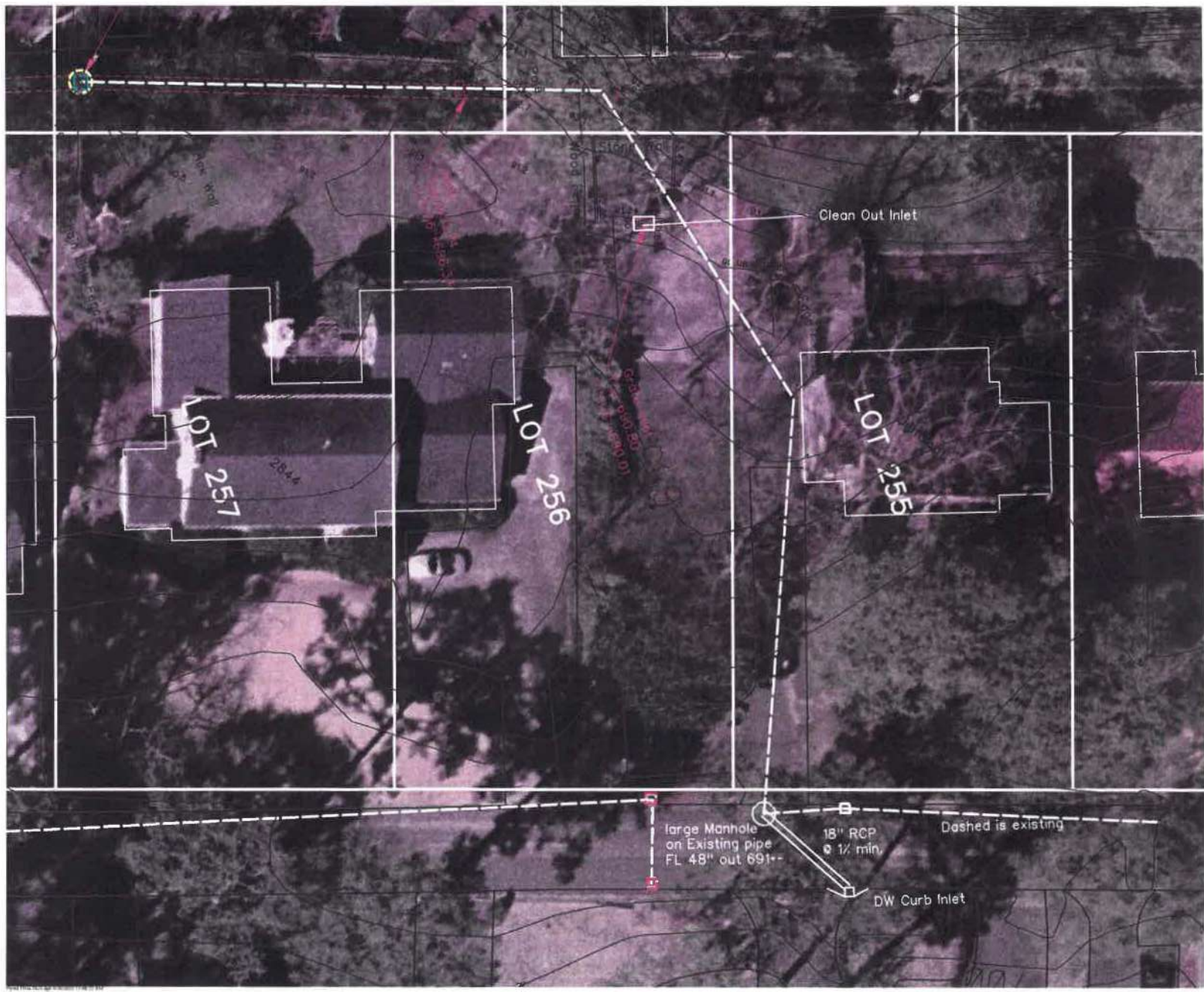


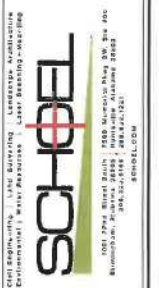
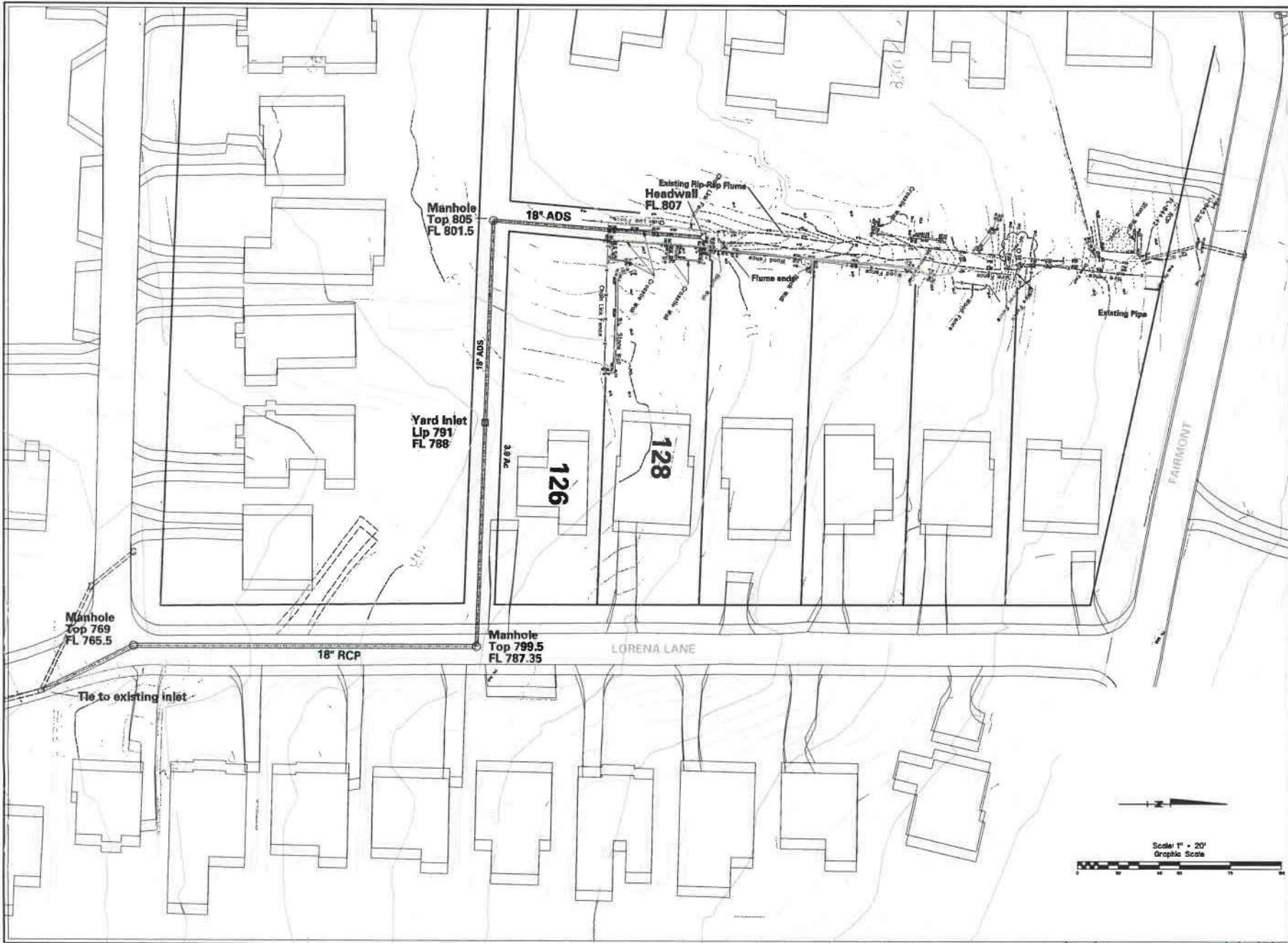
Cherry St



CANTERBURY Rd

Surrey Rd





**LORENA LANE
PRELIMINARY DRAINAGE IMPROVEMENTS
MOUNTAIN BROOK, ALABAMA**

DRAWING SET:

PLAN ISSUE: 10-03-22

REVISIONS:

NO.	DATE	DESCRIPTION

**PRELIMINARY
DRAINAGE
IMPROVEMENTS
PLAN**

DRAWN BY: VHS
FILE NAME: 22491_GPI
DATE: 10/03/22

Agreement for Consulting Services

Surrey and Canterbury Roads Drainage Improvements Design and Preparation of Construction Documents

October 06, 2022

This AGREEMENT, entered into by and between **The City of Mountain Brook, Alabama**, hereinafter referred to as the **Client**, and **Schoel Engineering Company, Inc.**, hereinafter referred to as the **Consultant**, is for Consulting Services associated with the drainage improvements in Surrey Road and Canterbury Road as proposed in September 2022.

PROPOSED SCOPE & SERVICES

1. Required Topographic Surveying

The Consultant would field survey the areas where the drainage improvements would be located. These improvements are outside of areas previously surveyed. The detailed scope is as follows:

- Walk site with Survey Crew to identify needed locations
- Coordinate with Video service for pipe inspections
- Field surveying of additional areas
- Process data and add to survey base map

Lump Sum Fee \$ 7,400

2. Evaluation of Local Measures to Address Flooding at Surrey

The Consultant would evaluate the possibility of employing local measures to mitigate flooding of properties north of Surrey. This may involve the use of backflow preventers and other locally employed measures.

Lump Sum Fee \$ 5,200

2. Final Design and Preparation of Construction Documents

The Consultant would prepare final design and Construction Documents of the drainage improvements as identified in the study phase. The detailed scope is as follows:

- Coordinate as required with Client
- Develop final design of proposed drainage improvements
- Preparation of Final Construction Plans, Including:
 - o Cover Sheet
 - o Layout Plan of drainage improvements
 - o Demolition plan
 - o Design Details
- Preparation of technical specifications

Lump Sum Fee \$ 16,500

4. Assistance with bidding and Contractor Selection

The Consultant would assist the Client with contractor selection. This work would include assisting the City with the preparation of Bid Documents, attending pre-bid conference, answering contractor questions, and assisting the City in the review of the bids. The Detailed Scope is as follows:

- Assist in the selection of the Contractor
- Attend pre-bid conference
- Address questions posed by selected Contractor, issue clarifications if required
- Assist client with contract preparation and coordinate Client/Contractor administration

Lump Sum Fee \$4,500

4. Construction Administration

The Consultant will perform Construction Review to evaluate the Contractor's general conformance with plans and specifications. The Consultant will review Shop Drawings, and work with the Contractor and Client in solving any minor construction related problems that may arise. The Consultant will review and approve pay request and assist with project closeout. The detailed scope is as follows:

- Review of shop drawings
- Construction observation to be performed on an as-needed basis and at the direction of the Client
- Minor construction-related revisions – Revisions required as a result of field conditions or as agreed upon by the Client

Lump Sum Fee \$ 3,500

NOT INCLUDED IN SCOPE OF WORK

1. Structural engineering
2. Fees for video service (billed as a reimbursable)
3. Design or modification to public sanitary sewers (if required, this would be added to scope and a new fee developed)
4. Full Construction Engineering and Inspection (CEI), not assumed to be required
5. Construction surveying
6. Major revisions
7. Stormwater permitting with ADEM (not required)
8. Design or study of downstream improvements
9. Negotiations with property owners for easement rights (not required)

If additional services not included in the above scope are performed, those additional services should be approved by Client in advance and may be billed according to the attached Schedule of Unit Rates.

SCHEDULE OF UNIT RATES – EFFECTIVE THROUGH 12/31/2022

Senior Principal	\$ 325.00 per hour
Principal	\$ 200.00 per hour
Field Survey Party	\$ 185.00 per hour
Chief Land Surveyor/Assistant Director	\$ 175.00 per hour
Senior Project Manager	\$ 165.00 per hour
Project Manager	\$ 150.00 per hour
Senior Professional	\$ 140.00 per hour
Project Professional	\$ 125.00 per hour
Staff Professional	\$ 115.00 per hour
Senior Designer / Drafter / Specialist	\$ 115.00 per hour
Designer 2 / Drafter 2 / Specialist 2	\$ 100.00 per hour
Designer 1 / Drafter 1 / Specialist 1	\$ 90.00 per hour
Administrative / Technical Support	\$ 75.00 per hour
Transportation	\$ 0.56 per mile

Printing and other reimbursable expenses will be charged at cost plus 15% and are not included in the fee basis described above. Lodging and Meals and Incidentals (M&IE) will be billed according to government Services Administration (GSA) rates. Sub-consultant invoices will be billed to the client at a rate of 115% of the sub-consultant invoice amount. Overtime rates may apply for work required during non-standard work hours.

The above fees are inclusive of all expenses or charges that Consultant may incur in connection with provision of Services on the Project, including travel, mail, courier services, communication and a commercially reasonable quantity of copying and reproduction expenses.

GENERAL TERMS AND CONDITIONS

1) Services performed under this Agreement will be conducted in a manner consistent with that level of care and skill exercised by members of the profession currently practicing under similar conditions. Plans, specifications, and submittals will be prepared in accordance with the written standards of the governing authorities having jurisdiction. Any extraordinary requirements for approvals will be considered additional services. Except as expressed herein, no other warranty, expressed or implied, is made. Nothing in this agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

2) Consultant agrees that, to the fullest extent permitted by law, it will defend, indemnify, reimburse and hold Client harmless from the expenses (including those for attorneys' fees, litigation costs and court expenses), damages (including those for bodily injury, death or damage to Clients' property or that owned by third parties) and losses that Client might incur that arise from the following types of claims, causes, suits or actions relating to the Project, the Project site, or Consultant's breach of its obligations under this Agreement (collectively, "Claims"):

(a) professional liability Claims by the Client against the Consultant to the extent caused by Consultant's negligent performance of its professional services contemplated hereunder (a "Professional Liability Claim"); provided that (i) Consultant's total liability for a Professional Liability Claim (including, but not limited to, those arising from its negligence, errors and omissions, or those alleging strict liability, breach of contract or breach of warranty) shall not exceed the minimum limits of the Consultant's Professional Liability insurance coverage required herein in subpart 7(a) below; and (ii) nothing in this provision obligates Consultant to indemnify Client from a Professional Liability Claims resulting from Client's negligence or willful misconduct;

(b) any Claims for bodily injury, death, or property damage by third parties against the Client that arise out of any "occurrence" as that term is defined by Consultant's policy of Commercial General Liability insurance required in section 7(b) below, provided that (i) Consultant's total liability under this provision shall not exceed the amount of the minimum limits of the Comprehensive General Liability policy required in subpart 7(b) below; and (b) nothing in this provision shall obligate Consultant to indemnify the Client for Claims by third parties that result from the sole negligence or the willful misconduct of the Client. Nothing herein is intended or shall be interpreted to demand or require Consultant to defend or indemnify the Client from and against any third-party claims, demands, actions, proceedings or suits alleging or in any way arising out of Consultant's breach of its professional services obligations or warranty hereunder, except to the extent provided for in subsection (a) above.

3) The fees for different phases of Services in this Agreement are based on the Scope of Services herein. If the above outlined Scope of Services is changed, or if there are other services that may be requested by the Client, these additional services will be performed at the above hourly rates, or at a revised fee that the parties will negotiate to their mutual satisfaction. If construction of the Project is delayed and completed more than six (6) months following the anticipated completion date set forth herein, the Consultant reserves the right to adjust its Hourly rates for inflation costs on a one-year interval from the date of this proposal.

4) If a claim, dispute, and other controversy arises between Consultant and Client concerning this Agreement or the alleged failure to perform their respective responsibilities hereunder (a "Dispute"), the respective Project Representatives for the Parties will use good faith efforts to amicably resolve such Dispute. If the Dispute is not resolved by the Project Representatives, it will be escalated to the senior official or manager level of each party for consideration. If a Dispute other than as a result of Client's failure to pay amounts undisputedly due hereunder is not resolved at the senior level, it will be submitted to mediation before, and as a condition precedent to, either party availing themselves of remedies provided by law. Mediation shall be held in the county where the Project is located, and if the parties cannot agree on a mediator, then one shall be appointed by the American Arbitration Association (AAA). The parties agree to equally split the cost billed by the mediator.

5) Services not expressly set forth in writing as basic or additional services and listed in the proposal to this Agreement are excluded from the scope of the Consultant's Services, and the Consultant assumes no duty to the Client to perform them unless agreed in a subsequent writing.

6) Client, at its expense, will provide the Consultant with all required site information, existing plans, reports, studies, project schedules and similar information that is contained in Client's files. The Consultant may rely on the information provided by the Client without verification. The Client shall participate with the Consultant by providing all information and criteria in a timely manner, review documents and make decisions on project alternatives to the extent necessary to allow the Consultant to perform the Scope of Services within established schedules.

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

(a) Professional Liability with minimum limits of not less than One Million Dollars (\$1,000,000.00) covering claims to the extent caused by Consultant's negligent performance of professional services or breach of professional warranty. This Professional Liability policy shall include coverage on an occurrence basis.

(b) Comprehensive General Liability with minimum limits of not less than One Million Dollars (\$1,000,000.00), combined single limit and aggregate for bodily injury and property damage. This Comprehensive General Liability policy shall include coverage on an occurrence basis for premises/operations, products/completed operations, assumed contractual obligations, and independent contractors; and

(c) Workers Compensation/Employer's Liability: Workers' Compensation as required by statute and Employer's Liability with limits of Five Hundred Thousand Dollars (\$500,000) per occurrence.

Consultant may satisfy its insurance obligations hereunder through a combination of primary, umbrella and excess policies. Before commencement of any Services, the Consultant shall provide Client a certificate(s) of insurance evidencing compliance with the requirements in this section. Further, through an endorsement, Client shall be named an additional insured on the Comprehensive General Liability and any applicable umbrella and excess policies

8) All reports, plans, documents, materials created by Consultant or its work product from its Services (collectively, the "**Instruments of Service**") shall remain the property of the Consultant, and are intended solely for uses related to this Agreement and construction of the Project. Notwithstanding, Consultant grants Client a perpetual license to distribute to any third party, reproduce or otherwise use any of the Instruments of Service for purposes it deems reasonably necessary that relate to construction of the Project or conditions at the Project site. Client agrees and acknowledges any reuse of the Instruments of Service for purposes outside of this Agreement or the Project, or any failure to follow Consultant's recommendations in those Instruments without Consultant's written permission, shall be at the Client's and other user's sole risk.

9) This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure to perform in accordance with its terms by the other party through no fault of the terminating party. If this Agreement is terminated by Consultant due to default of Client, it agrees that Consultant shall be paid for total charges for work performed prior to the termination notice date.

Additionally, at Client's convenience and without cause or default by Consultant, Client may suspend or cancel the Agreement, performance of Services or work on the Project at any time by providing written notice to Consultant. In the event of such suspension or cancellation, Client will compensate Consultant for Services performed up to through the date of that notice.

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

11) The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect.

12) Consultant shall not be responsible for construction safety or construction procedures at the Project site, nor will it be responsible for the quality of the work performed by the Contractor or any consultants that are not retained by it.

13) At Client's request and for its convenience, Consultant may provide documents and its work product in electronic format. Data, words, graphical representations, and drawings that are stored on electronic media or which are transmitted electronically, may be subject to uncontrollable alteration. The printed, signed and sealed hard copy is the actual professional Instrument of Service. In the event of a discrepancy between the electronic document and the hardcopy document, the hardcopy document will prevail.

14) This Agreement is entered with the expectation that it is not being used in a price comparison with other firms. Alabama law prohibits licensed engineers and land surveyors from participating in any process that solicits prices from two or more licensed engineers or land surveyors simultaneously. The law defines this practice as bidding and participation by a licensee is prohibited. If this agreement is being used in this manner, we must by law, withdraw this agreement from consideration.

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

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

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

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

19) Consultant may not assign its rights, obligations or the benefits of this Agreement to any third party without the written consent of Client, which consent may be withheld for any reason.

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

21) Consultant is an independent contractor of Client. This Agreement does not create any partnership, joint venture or principal-agent relationship between the parties. Further, Client retains no control or authority with respect to its means and methods in which Consultant (or any of its employees or representatives) performs their work or Services.

22) Immigration Law Compliance. Consultant represents and warrants to Client that: (i) it does not knowingly employ, hire for employment, or continue to employ, in Alabama, an "unauthorized alien," as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, *et seq.*, Code of Alabama 1975, as amended (the "Act"); (ii) it has enrolled or will enroll in the E-Verify program prior to performing any Services on the Project in Alabama and shall provide documentation establishing that it is enrolled in the E-Verify program. During the performance of this Agreement, the Consultant shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations; (iii) it will comply with all applicable provisions of the Act with respect to subcontractors, if any, that it engages on the Project by entering into an agreement with or by obtaining an affidavit from such subcontractors providing work on the Project in Alabama that such subcontractors are in compliance with the Act with respect to their participation in the E-verify program. Consultant further represents and warrants that it shall not hire, retain or contract with any subcontractor to work on the Project in Alabama which it knows is not in compliance with the Act; and (iv) by signing this Agreement, it affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if Consultant is found to be in violation of this provision, it shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

23) Amendment. Neither this Agreement nor any of the provisions herein may be amended or modified except in accordance with the terms of a subsequent written instrument that is signed by both parties.

24) This instrument sets forth the entire understanding between the parties concerning the matters herein, and, unless expressed herein, all oral representations, prior negotiations, understandings, agreements, conditions, and terms discussed between them prior to acceptance and signing of this Agreement are of no effect and are deemed to have merged herein.

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

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

CITY OF MOUNTAIN BROOK, ALABAMA (CLIENT)

By: _____
Stewart H. Welch III

Its: Mayor

Date: _____

SCHOEL ENGINEERING COMPANY, INC. (CONSULTANT)

By: Walt Schoel III
Walter Schoel, III

Its: President

Date: 10/06//2022

Below please print or type the following information for the individual to whom invoices for payment should be sent and enter the names of the respective Project Representatives.

Company: _____

Client: _____

Street Address: _____

City, State, Zip: _____

Phone Number: _____ **Fax Number:** _____

Email Address: _____

Client's Project Number: _____ **Client's Purchase Order Number:** _____

Consultant's Project Representative: _____

Client's Project Representative: _____

CITY OF MOUNTAIN BROOK



Tyler Slaten
Senior Planner
56 Church Street
Mountain Brook, Alabama 35213
Telephone: 205/802-3811
Fax: 205.879.6913
hazend@mtnbrook.org
www.mtnbrook.org

DATE: October 10, 2022

TO: Mayor, City Council & City Manager

FROM: Tyler Slaten, City Planner

RE: BZA Term Appointment

Scott Boomhover's BZA term will expire on October 14, 2022; Mr. Boomhover has expressed a wish to continue to serve on BZA, and the BZA members have unanimously recommended that he renew for another term.



MEMORANDUM OF UNDERSTANDING (MOU)

Date: September 19th, 2022

To: Dr. Dicky Barlow, Mountain Brook Schools

From: Stephen Franklin, Brasfield & Gorrie

Copy: Tommy Prewitt, Mountain Brook Schools
Bill Steed, Brasfield & Gorrie
Brett Landgren, Brasfield & Gorrie
Mike Culwell, Brasfield & Gorrie

**Re: 2023 Mountain Brook Schools & City of Mountain Brook Projects
Construction Management Scope of Services – Preconstruction / Design /
Construction Phases**

Intent

Mountain Brook Schools (MBS) & the City of Mountain Brook (CoMB) have jointly expressed desire to retain Brasfield & Gorrie (B&G) for Construction Management Services on the following Projects:

- 1) **Storm Water Improvements** at Mountain Brook Junior High (project funded entirely by the City of Mountain Brook).
- 2) **Synthetic Athletic Field and Associated Improvements** on the campus of Mountain Brook Junior High (project funded jointly by Mountain Brook Schools and City of Mountain Brook).
- 3) **Summer 2023 Elementary School projects – at Crestline, Mountain Brook, Cherokee Bend, and Brookwood Forest** (projects funded entirely by Mountain Brook Schools).

An existing contract exists between Mountain Brook Schools and B&G; this memorandum of understanding (MOU) has been developed to concisely define B&G's scope of services moving forward on these projects and is intended to be added as an amendment to the existing contract.

This memorandum will complement the terms and conditions of the AIA C132-2009 Agreement Between Owner and Construction Manager as Advisor (dated August 26th, 2020) that was previously executed between Mountain Brook Schools and B&G.

General Assumptions

This proposal is based upon the following general assumptions upon which the scope of services and cost proposal is based:

1. The proposal is limited to project scopes described under the "Intent" section of this MOU.
2. Goodwyn Mills & Cawood will be Architect of Record for both the Synthetic Athletic Field Improvements and the Summer 2023 Elementary school projects. Schoel Engineering Company will be Architect of Record for the Storm Water Improvements.
3. The anticipated total project budget (hard construction costs only) for these project scopes is approximately \$10.3 million (\$3.0 million Storm project; \$3.5 million Field project; \$3.8 million Summer 2023 Elementary Schools projects).
4. Mountain Brook Schools (MBS) and City of Mountain Brook (CoMB) will contract directly with each architect. Design contracts will be based upon the standard requirements per the Alabama Division of Construction Management (DCM).
5. Total duration of design and construction for these projects is projected to be 14 months (August 2022 through September 2023). An anticipated schedule of design and construction is attached for your reference.
6. Design document issuance at schematic design (SD), design development (DD), and construction documents (CD) will align with the level of detail expectations as defined by AIA Best Practice Quality Management Checklists.

Preconstruction & Design Phase Services:

B&G's preconstruction & design phase scope of services can be broken down into two categories as follows:

Design Phase Management Services:

- In collaboration with both design firms, development of a detailed design phase schedule inclusive of the DCM approval process.
- Monitor and update the design phase schedule throughout the design process.
- Provide a comprehensive hard construction budget update upon issuance of DD documents (for Storm and Field projects only).
- Provide strategic recommendations regarding contingency, allowances, procurement strategies, bidder recruitment, and bid alternates.
- Assist the Architect(s) with the development of "Front End" specifications regarding schedule, quality, safety, logistics, insurance, and contract terms.
- Assist Owner in the management, coordination, and scheduling of owner consultants not working under the direction of the Architect(s).

Project Planning Services:

- Assist MBS and CoMB with Board presentations and related community meetings.
- Develop an initial master project schedule for the design and construction phase of the Storm and Field projects.
- Develop, in conjunction with MBS, CoMB, and school administrators, a detailed project phasing and logistics plan on the MBJH campus to coordinate work between Storm and Field projects.
- Develop, in conjunction with MBS and school administrators, a student/faculty/parent safety plan for the MBJH campus during construction.

Construction Phase Services:

- The scope of services included shall be in accordance with Article 3 of the Agreement and shall only apply to the projects defined under the "Intent" section of this MOU.

Exclusions & Clarifications:

The following items are specifically excluded from the proposed preconstruction, design, and construction phase scope of services or may be provided as an add service:

- Management of soft cost / FFE budgeting, procurement, and installation.
- Management of owner vendors.
- Services traditionally performed by the architect or design team under traditional Alabama Building Commission Contracts.
- Engineering and design.
- End-user coordination and programming.
- Delays due to force majeure, defaults, pandemics or unforeseen conditions.
- Management of claims & disputes.
- Tracking of local and/or minority business enterprise participation
- LEED/Sustainability services
- Out of town travel

Cost Proposal

Preconstruction / Design / Construction Phase Services:

Our cost proposal for the services outlined above is a lump sum amount of \$750,000 to be billed in equal monthly installments on the 1st of each month. Payment shall be due within twenty (20) days of receipt of invoice.

Breakdown of Costs is as follows:

1. Pre-Construction and Construction Phase Personnel	\$451,000
2. CM Personnel Contingency Allowance	\$0
3. Reimbursables Allowance	\$24,000
4. Liability Insurance	\$20,000
5. Construction Management Fee	\$255,000

TOTAL PROPOSAL \$750,000

Further description of each cost category is as follows:

1. **Pre-Construction and Construction Phase Personnel:** B&G personnel cost based upon the proposed staffing plan (attached) billed at the rates defined in this MOU.
2. **CM Personnel Contingency Allowance:** No cost is included in our proposal for additional personnel beyond what is contemplated on our staffing plan.
3. **Reimbursables Allowance:** Non-personnel costs incurred by the Construction Manager during the project. Examples include, but are not limited to, travel/mileage expenses, business meetings/meals, printing, technology/hardware/software, postage and shipping, safety supplies, and equipment. Reimbursables shall be treated as an allowance and will be billed at actual cost + 5%. Any savings against the allowance will be returned to the Owner.
4. **Liability Insurance:** Lump sum charge for Construction Manager's insurances required by the Agreement.
5. **Construction Management Fee:** Lump sum charge of 2.50% of the approximate anticipated general contractor cost for the projects (\$10.3 million).

Any other additional services requested by MBS or CoMB will be billed at rates defined in the Professional Hourly Rates Table provided below and miscellaneous expenses incurred (ex. travel, printing, etc.) will be billed at cost plus a 5% markup.

We have assumed a maximum engagement length under this contract amendment of 7 months (for the timeframe between March 2023 and September 2023). In the event this timeline is extended, this proposal will be subject to adjustment.

Professional Hourly Rates Table

Role/Job Title	Hourly Rate
Division Manager/Project Executive	\$190
General Superintendent	\$180
Regional Operations Manager	\$190
Regional Preconstruction Director	\$180
Chief Preconstruction Manager	\$165
Senior Preconstruction Manager	\$145
Preconstruction Manager	\$135
Asst. Preconstruction Manager	\$125
Operations Manager	\$180
Project Director	\$180
Senior Project Manager	\$165
Project Manager	\$155
Assistant Project Manager	\$130
Administrative Assistant	\$95
Senior Superintendent	\$170
Superintendent	\$145
Assistant Superintendent	\$135
Assistant Field Manager/Foreman	\$130
Field Engineer	\$115
General Field Labor	\$85
Planner Scheduler	\$140
VDC Manager/Technician	\$140
MEP Staff	\$180
Quality Control Manager	\$140
Safety Manager	\$130
In-House Legal	\$190
Marketing Support	\$70

Accepted on behalf of Mountain Brook Schools:

Signature

Date

Printed Name

Title

Accepted on behalf of Brasfield & Gorrie, L.L.C.:

Signature

Date

Printed Name

Title

ID	Activity Name	Orig Dur	Start	Finish	2022												2023												2024			
					May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr				
MBJH - Storm & Field Improvements 09.13.22 Preliminary Schedule																																
Milestones																																
Q220	Area 4 Complete - Creek Work Complete (SW & SUTL)	0	10-Feb-23	10-Feb-23	10-Feb-23 Area 4 Complete - Creek Work Complete (SW & SUTL)																											
Q260	Area 2 Complete - Back Alley Re-Opened (SW & SUTL)	0	19-Jul-23	19-Jul-23	19-Jul-23 Area 2 Complete - Back Alley Re-Opened (SW & SUTL)																											
Q270	Area 3 Complete - Re-Open Hibdale/Richman Intersection (SW & SUTL)	0	19-Jul-23	19-Jul-23	19-Jul-23 Area 3 Complete - Re-Open Hibdale/Richman Intersection (SW & SUTL)																											
Q350	Main Parking Lot Re-Paving Complete	0	28-Jul-23	28-Jul-23	28-Jul-23 Main Parking Lot Re-Paving Complete																											
Q225	Area 1 Complete (Field, Courts, & Fieldhouse)	0	28-Sep-23	28-Sep-23	28-Sep-23 Area 1 Complete (Field, Courts, & Fieldhouse)																											
Summary																																
Network & Site Utilities																																
A3140	Area 4 (Creek Work) - SWSUTL (Working Days)	21	16-Jan-23	13-Feb-23	16-Jan-23 to 13-Feb-23 Area 4 (Creek Work) - SWSUTL (Working Days)																											
A3110	Area 1 (Field) - SWSUTL (Working Days)	48	03-Jan-23	09-Mar-23	03-Jan-23 to 09-Mar-23 Area 1 (Field) - SWSUTL (Working Days)																											
A3100	Network & Site Utility Scope Total Duration (Working Days)	140	03-Jan-23	19-Jul-23	03-Jan-23 to 19-Jul-23 Network & Site Utility Scope Total Duration (Working Days)																											
A3120	Area 2 (Back Alley) - SWSUTL (Working Days)	99	01-Mar-23	19-Jul-23	01-Mar-23 to 19-Jul-23 Area 2 (Back Alley) - SWSUTL (Working Days)																											
A3130	Area 3 (Hibdale/Richman Intersection) - SWSUTL (Working Days)	41	22-May-23	19-Jul-23	22-May-23 to 19-Jul-23 Area 3 (Hibdale/Richman Intersection) - SWSUTL (Working Days)																											
Field, Courts, & Fieldhouse																																
A3170	Tennis Courts (Working Days)	55	29-Apr-23	13-Jul-23	29-Apr-23 to 13-Jul-23 Tennis Courts (Working Days)																											
A3190	New Parking Lot (Working Days)	32	28-Jun-23	09-Aug-23	28-Jun-23 to 09-Aug-23 New Parking Lot (Working Days)																											
A3180	Astroturf Field (Working Days)	101	27-Mar-23	16-Aug-23	27-Mar-23 to 16-Aug-23 Astroturf Field (Working Days)																											
A3190	Fieldhouse (Working Days)	54	14-Jul-23	28-Sep-23	14-Jul-23 to 28-Sep-23 Fieldhouse (Working Days)																											
A3160	Astroturf Field, Tennis Courts, & Fieldhouse Total Duration (Working Days)	136	27-Mar-23	05-Oct-23	27-Mar-23 to 05-Oct-23 Astroturf Field, Tennis Courts, & Fieldhouse Total Duration (Working Days)																											
Construction																																
Design Development																																
Q0 Set	Network & Site Utility	2	12-Sep-22	14-Oct-22	12-Sep-22 to 14-Oct-22 Network & Site Utility																											
A1060	A/E Issue DD Set for Field, Courts, & Fieldhouse	30	13-Sep-22	27-Oct-22	13-Sep-22 to 27-Oct-22 A/E Issue DD Set for Field, Courts, & Fieldhouse																											
A1210	B/S/G Price DD Set for Field, Courts, & Fieldhouse	20	28-Oct-22	29-Nov-22	28-Oct-22 to 29-Nov-22 B/S/G Price DD Set for Field, Courts, & Fieldhouse																											
A1220	Develop Call List of Potential General Contractors for Field, Courts, & Fieldhouse	10	28-Nov-22	12-Dec-22	28-Nov-22 to 12-Dec-22 Develop Call List of Potential General Contractors for Field, Courts, & Fieldhouse																											
A1240	Call Potential General Contractors for Field, Courts, & Fieldhouse	5	13-Dec-22	19-Dec-22	13-Dec-22 to 19-Dec-22 Call Potential General Contractors for Field, Courts, & Fieldhouse																											
Construction Documents																																
Q0 Set	Network & Site Utility	24	16-Aug-22	17-Oct-22	16-Aug-22 to 17-Oct-22 Network & Site Utility																											
A1040	Eng Issue CD's - SW & SUTL	23	16-Aug-22	16-Sep-22	16-Aug-22 to 16-Sep-22 Eng Issue CD's - SW & SUTL																											
A1090	Submit CD's to ADEM - SW & SUTL	1	19-Sep-22	19-Sep-22	19-Sep-22 Submit CD's to ADEM - SW & SUTL																											
A3110	MB Approval of Specs	5	18-Sep-22	23-Sep-22	18-Sep-22 to 23-Sep-22 MB Approval of Specs																											
A1070	ADEM Review of CD's - SW & SUTL	10	20-Sep-22	03-Oct-22	20-Sep-22 to 03-Oct-22 ADEM Review of CD's - SW & SUTL																											
A1090	Respond / Implement ADEM's Comments on CD's - SW & SUTL	10	04-Oct-22	17-Oct-22	04-Oct-22 to 17-Oct-22 Respond / Implement ADEM's Comments on CD's - SW & SUTL																											
CD Set - Field, Courts, & Fieldhouse																																
A1290	A/E Issue CD's - Field, Courts, & Fieldhouse	30	28-Oct-22	12-Dec-22	28-Oct-22 to 12-Dec-22 A/E Issue CD's - Field, Courts, & Fieldhouse																											
A1260	Submit CD's to ABC - Field, Courts, & Fieldhouse	1	13-Dec-22	13-Dec-22	13-Dec-22 Submit CD's to ABC - Field, Courts, & Fieldhouse																											
A1270	ABC Review of CD's - Field, Courts, & Fieldhouse	30	13-Dec-22	12-Jan-23	13-Dec-22 to 12-Jan-23 ABC Review of CD's - Field, Courts, & Fieldhouse																											
A1280	Respond / Implement ABC's Comments on CD's - Field, Courts, & Fieldhouse	10	13-Jan-23	26-Jan-23	13-Jan-23 to 26-Jan-23 Respond / Implement ABC's Comments on CD's - Field, Courts, & Fieldhouse																											
Network & Utility Bid & Award																																
A2700	Advertise for Bid - SW & SUTL	15	26-Sep-22	14-Oct-22	26-Sep-22 to 14-Oct-22 Advertise for Bid - SW & SUTL																											
A2820	Bid Pricing of CD's - SW & SUTL	15	03-Oct-22	21-Oct-22	03-Oct-22 to 21-Oct-22 Bid Pricing of CD's - SW & SUTL																											
A2830	Public Reading of Bid Pricing / Bid Award - SW & SUTL	0	0	21-Oct-22	21-Oct-22 Public Reading of Bid Pricing / Bid Award - SW & SUTL																											
A2840	City Council Approval of Bid Pricing / Bid Award - SW & SUTL	5	24-Oct-22	29-Oct-22	24-Oct-22 to 29-Oct-22 City Council Approval of Bid Pricing / Bid Award - SW & SUTL																											
A2850	Limited NTP to GC (Release Procurement) - SW & SUTL	0	31-Oct-22	31-Oct-22	31-Oct-22 Limited NTP to GC (Release Procurement) - SW & SUTL																											
A2870	GC Obtain Payment & Performance Bonds & Insurance - SW & SUTL	5	31-Oct-22	04-Nov-22	31-Oct-22 to 04-Nov-22 GC Obtain Payment & Performance Bonds & Insurance - SW & SUTL																											
A2890	City Council Approval for GC - SW & SUTL	30	04-Nov-22	04-Dec-22	04-Nov-22 to 04-Dec-22 City Council Approval for GC - SW & SUTL																											
A2900	Released for Mobilization - SW & SUTL	0	05-Dec-22	05-Dec-22	05-Dec-22 Released for Mobilization - SW & SUTL																											
Field, Courts, & Fieldhouse Bid & Award																																
A2910	Advertise for Bid - Field, Courts, & Fieldhouse	15	13-Dec-22	03-Jan-23	13-Dec-22 to 03-Jan-23 Advertise for Bid - Field, Courts, & Fieldhouse																											
A2940	Bid Pricing of CD's - Field, Courts, & Fieldhouse	20	13-Jan-23	09-Feb-23	13-Jan-23 to 09-Feb-23 Bid Pricing of CD's - Field, Courts, & Fieldhouse																											
A2950	Public Reading of Bid Pricing / Bid Award - Field, Courts, & Fieldhouse	0	09-Feb-23	09-Feb-23	09-Feb-23 Public Reading of Bid Pricing / Bid Award - Field, Courts, & Fieldhouse																											
A2960	Board Approval of Bid Pricing / Bid Award - Field, Courts, & Fieldhouse	5	10-Feb-23	16-Feb-23	10-Feb-23 to 16-Feb-23 Board Approval of Bid Pricing / Bid Award - Field, Courts, & Fieldhouse																											
A2970	Limited NTP to GC (Release Procurement) - Field, Courts, & Fieldhouse	0	17-Feb-23	17-Feb-23	17-Feb-23 Limited NTP to GC (Release Procurement) - Field, Courts, & Fieldhouse																											
A2980	Draft & Submit ABC Contracts for GC - Field, Courts, & Fieldhouse	5	17-Feb-23	23-Feb-23	17-Feb-23 to 23-Feb-23 Draft & Submit ABC Contracts for GC - Field, Courts, & Fieldhouse																											
A2990	GC Obtain Payment & Performance Bonds & Insurance - Field, Courts, & Fieldhouse	5	17-Feb-23	23-Feb-23	17-Feb-23 to 23-Feb-23 GC Obtain Payment & Performance Bonds & Insurance - Field, Courts, & Fieldhouse																											
A3010	ABC Contract Approval for GC - Field, Courts, & Fieldhouse	15	24-Feb-23	16-Mar-23	24-Feb-23 to 16-Mar-23 ABC Contract Approval for GC - Field, Courts, & Fieldhouse																											
A3020	Released for Earliest Possible Mobilization - Field, Courts, & Fieldhouse	0	17-Mar-23	17-Mar-23	17-Mar-23 Released for Earliest Possible Mobilization - Field, Courts, & Fieldhouse																											
A3050	MB Schedules Spring Break Mob	5	27-Mar-23	31-Mar-23	27-Mar-23 to 31-Mar-23 MB Schedules Spring Break Mob																											
Procurement																																
Q0 Set	Network & Site Utility	80	31-Oct-22	25-Nov-22	31-Oct-22 to 25-Nov-22 Network & Site Utility																											
A1120	Prepare & Submit Procurement Storm Structure Submittals	10	31-Oct-22	11-Nov-22	31-Oct-22 to 11-Nov-22 Prepare & Submit Procurement Storm Structure Submittals																											

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■ Remaining Work

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Date	Revision	Checked	Approved

ID	Activity Name	Orig Dist	Start	Finish	2022												2023											
					May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr
A1130	AE Review & Approve Precast Storm Structure Submittals	10	14-Nov-22	20-Nov-22							14-Nov-22	29-Nov-22	14-Dec-22	29-Dec-22	14-Jan-23	29-Jan-23	14-Feb-23	29-Feb-23	14-Mar-23	29-Mar-23	14-Apr-23	29-Apr-23	14-May-23	29-May-23				
A1140	Feb & Deliver Precast Storm Structures	40	30-Nov-22	25-Jan-23							30-Nov-22	15-Dec-22	30-Dec-22	15-Jan-23	30-Jan-23	15-Feb-23	30-Feb-23	15-Mar-23	30-Mar-23	15-Apr-23	30-Apr-23	15-May-23	30-May-23					
A1160	Prepare & Submit 42" RCP Submittals	10	31-Oct-22	11-Nov-22							31-Oct-22	11-Nov-22	11-Dec-22	11-Jan-23	11-Feb-23	11-Mar-23	11-Apr-23	11-May-23	11-Jun-23	11-Jul-23	11-Aug-23	11-Sep-23	11-Oct-23					
A1160	AE Review & Approve 42" RCP Submittals	10	14-Nov-22	29-Nov-22							14-Nov-22	29-Nov-22	14-Dec-22	29-Dec-22	14-Jan-23	29-Jan-23	14-Feb-23	29-Feb-23	14-Mar-23	29-Mar-23	14-Apr-23	29-Apr-23	14-May-23	29-May-23				
A1170	Feb & Deliver 42" RCP	40	30-Nov-22	25-Jan-23							30-Nov-22	15-Dec-22	30-Dec-22	15-Jan-23	30-Jan-23	15-Feb-23	30-Feb-23	15-Mar-23	30-Mar-23	15-Apr-23	30-Apr-23	15-May-23	30-May-23					
A1180	Prepare & Submit DP Submittals	10	31-Oct-22	11-Nov-22							31-Oct-22	11-Nov-22	11-Dec-22	11-Jan-23	11-Feb-23	11-Mar-23	11-Apr-23	11-May-23	11-Jun-23	11-Jul-23	11-Aug-23	11-Sep-23	11-Oct-23					
A1180	AE Review & Approve DP Submittals	10	14-Nov-22	29-Nov-22							14-Nov-22	29-Nov-22	14-Dec-22	29-Dec-22	14-Jan-23	29-Jan-23	14-Feb-23	29-Feb-23	14-Mar-23	29-Mar-23	14-Apr-23	29-Apr-23	14-May-23	29-May-23				
A1200	Feb & Deliver DP	15	30-Nov-22	20-Dec-22							30-Nov-22	15-Dec-22	30-Dec-22	15-Jan-23	30-Jan-23	15-Feb-23	30-Feb-23	15-Mar-23	30-Mar-23	15-Apr-23	30-Apr-23	15-May-23	30-May-23					
A1330	Prepare & Submit Wood Trusses & Decking Submittals	10	17-Feb-23	02-Mar-23																								
A1330	AE Review & Approve Wood Trusses & Decking Submittals	10	03-Mar-23	16-Mar-23																								
A1350	Feb & Deliver Wood Trusses & Decking	40	17-Mar-23	11-May-23																								
A2490	Prepare & Submit Electrical Equipment Submittals	10	17-Feb-23	02-Mar-23																								
A2500	AE Review & Approve Electrical Equipment Submittals	10	03-Mar-23	16-Mar-23																								
A2510	Feb & Deliver Electrical Equipment (Transformers)	75	17-Mar-23	30-Jun-23																								
A2520	Prepare & Submit Panelboard Submittals	80	17-Feb-23	02-Mar-23																								
A2530	AE Review & Approve Panelboard Submittals	10	03-Mar-23	16-Mar-23																								
A2510	Feb & Deliver Panelboards	80	17-Mar-23	09-Jun-23																								
A1090	ColMB Permitting for SW/SUTL Package	20	19-Sep-22	14-Oct-22																								
A1100	ColMB Permitting for Field, Courts, & Fieldhouse	20	13-Dec-22	10-Jan-23																								
A3200	Delayed Mob due to Precast Structure Procurement	17	05-Dec-22	27-Dec-22																								
A3210	Holidays	3	28-Dec-22	30-Dec-22																								
A3050	Demolish Porch & Portable Classrooms @ Field	33	03-Jan-23	09-Jan-23																								
A1710	Locate Existing Utilities - Area 1	3	03-Jan-23	05-Jan-23																								
A1700	Install Erosion Control/Protect Existing to Remain - Area 1	3	03-Jan-23	05-Jan-23																								
A1720	Remove Existing Utility Piping (Storm & Sanitary) - Area 1	5	03-Jan-23	09-Jan-23																								
A1740	Excavate Utility Trenches - Area 1	15	10-Jan-23	20-Jan-23																								
A1750	Install Precast Storm Structures - Area 1	10	31-Jan-23	13-Feb-23																								
A1760	Install 42" Storm Sewer Pipe - Area 1	10	14-Feb-23	27-Feb-23																								
A3030	Install Storm Sewer Pipe @ New Parking Lot - Area 1	4	28-Feb-23	03-Mar-23																								
A1780	Inspect UG Utilities - Area 1	1	06-Mar-23	08-Mar-23																								
A1790	Backfill Utility Trenches - Area 1	3	07-Mar-23	09-Mar-23																								
A1410	Locate Existing Utilities - Area 4	3	16-Jan-23	17-Jan-23																								
A1420	Demo Paving / Hardscape - Area 4	2	15-Jan-23	20-Jan-23																								
A1450	Excavate Utility Trenches - Area 4	1	25-Jan-23	25-Jan-23																								
A1440	Install Precast Storm Structures - Area 4	2	28-Jan-23	27-Jan-23																								
A1450	Install Storm Sewer Pipe - Area 4	5	30-Jan-23	03-Feb-23																								
A1620	Install New Sanitary Sewer Line - Area 4	3	08-Feb-23	08-Feb-23																								
A1480	Inspect UG Utilities - Area 4	1	09-Feb-23	09-Feb-23																								
A1470	Install New Concrete Headwall - Area 4	5	09-Feb-23	10-Feb-23																								
A1490	Backfill Utility Trenches - Area 4	2	10-Feb-23	13-Feb-23																								
A3050	Backfill Open for New Work (Amazon Complete @ Multi-Purpose)	0	28-Feb-23	28-Feb-23																								
A1560	Install Erosion Control/Protect Existing to Remain - Area 2	2	01-Mar-23	02-Mar-23																								
A1590	Locate Existing Utilities - Area 2	3	01-Mar-23	03-Mar-23																								
A1570	Demo Paving / Hardscape - Area 2	2	05-Mar-23	07-Mar-23																								
A1580	Remove Existing Utility Piping (Storm & Sanitary) - Area 2	2	08-Mar-23	09-Mar-23																								
A1590	Excavate Utility Trenches - Area 2	15	10-Mar-23	30-Mar-23																								
A1600	Install Precast Storm Structures - Area 2	5	31-Mar-23	08-Apr-23																								

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MTN. BROOK JUNIOR HIGH SCHOOL ATHLETICS

MOUNTAIN BROOK, ALABAMA 03/17/2022



**SPIRE ALABAMA INC.
FACILITY RELOCATION AND ADJUSTMENT AGREEMENT**

BILLING INFORMATION:

Name: Samuel Gaston Project: 200610
 Title: City Manager Work Order: N/A
 Organization: City of Mountain Brook, AL
 Address: 56 Church Street P.O. Box 130009
 City, State, Zip: Mountain Brook, AL 35213
 Phone: 205-802-3803

The undersigned parties agree that abandonment and/or relocation of existing SPIRE ALABAMA INC. facilities, as described below, is necessary as a result of unavoidable physical conflict with work proposed by the undersigned responsible party.

SPIRE ALABAMA INC. has estimated the total cost of adjustment required to resolve said conflict, which takes into account direct costs, including labor, equipment, and materials, plus applicable overheads and related charges. The estimated costs are as follows:

Construction of new facilities to replace those in conflict:	Mains --	\$ <u>236,590.69</u>
	Services --	\$ <u>-</u>
Abandonment of existing facilities:		\$ <u>13,591.81</u>
Estimated total cost of adjustment:		\$ <u>250,182.50</u>

The Responsible party shall pay SPIRE ALABAMA INC.'s actual total cost of adjustment in accordance with the following payment terms, regardless of the amount of time that elapses between the calculation of the estimate and completion of the adjustment and whether such actual cost is greater or less than the above estimate.

Terms of payment: Payment of the estimated cost prior to the start of work with the further agreement that after work is complete, to pay any additional charges based on actual cost; provided that any payment in excess of the actual costs will be refunded by SPIRE ALABAMA INC. Terms: Net 30 days after rendition of invoice. Spire will review the actual cost for refund, if any, based on an analysis of revenue, expenses, and investment associated with this project.

Execution of this agreement authorizes SPIRE ALABAMA INC. to proceed with the abandonment and relocation work described herein and obligates the Responsible Party to reimburse SPIRE ALABAMA INC. for its actual total costs (including overheads and related charges) related thereto in accordance with the above terms of payment.

For: SPIRE ALABAMA INC.
 By: _____
 Name: Mark Lowe
 Title: Vice President, Engineering & Gas Operations
 Date: _____

For: City of Mountain Brook, AL
 By: _____
 Name: Samuel Gaston
 Title: City Manager
 Date: _____

RESPONSIBLE PARTY

RESOLUTION NO. 2022-157

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that either the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to execute a Facility Relocation and Adjustment Agreement, in the form as attached hereto as Exhibit A, between the City and Spire Alabama Inc. with respect to relocation of existing Spire Alabama Inc. facilities.

ADOPTED: This 10th day of October, 2022.

Council President

APPROVED: This 10th day of October, 2022.

Mayor

CERTIFICATION

I, Heather Richards, City Clerk of the City of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on October 10, 2022, as same appears in the minutes of record of said meeting.

City Clerk