

**MEETING AGENDA  
MOUNTAIN BROOK CITY COUNCIL**

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

**FEBRUARY 13, 2023, 7 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 02132023).**

1. Arbor Day Proclamation
2. Approval of the minutes of the January 23, 2023, regular meeting of the City Council.
3. Approval of the minutes of the January 30, 2023, special meeting of the City Council.
4. Consideration: Resolution approving the additional construction administration services request with Gresham Smith with respect to the Caldwell Mill Road bridge project.
5. Consideration: Resolution accepting the rate adjustment addendum to the on-call engineering contract with Sain Associates.
6. Consideration: Resolution authorizing the sale, donation, or disposal of certain surplus property.
7. Consideration: Resolution increasing the daily reimbursable limit for meals with respect to business travel expenses.
8. Consideration: Resolution approving the right-of way purchase agreements with respect to the Old Brook Trail bridge project.
9. Comments from residents and attendees
10. Announcement: The next regular meeting of the City Council is February 27, 2023 at 7:00 p.m.
11. Adjourn



**Tyler Slaten**  
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DATE: February 13, 2023  
TO: Mayor, City Council & City Manager  
FROM: Tyler Slaten, Senior Planner  
RE: Arbor Day Proclamation

On Tuesday February 7<sup>th</sup> the Board of Landscape Design voted to hold the city's annual week of activities related to Arbor Day from February 27<sup>th</sup> through March 3<sup>rd</sup>. This week will coincide with the tree giveaway through Mountain Brook schools.



## CITY OF MOUNTAIN BROOK

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### ARBOR WEEK PROCLAMATION

**Whereas**, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

**Whereas**, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

**Whereas**, Arbor Day is now observed throughout the nation and the world, and

**Whereas**, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

**Whereas**, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

**Whereas**, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

**Now, Therefore**, I, Stewart H. Welch III, Mayor of the City of Mountain Brook, do hereby **proclaim** February 27 through March 3, 2023, as

### ARBOR WEEK

in the City of Mountain Brook, and I urge all residents to celebrate the occasion and to support efforts to protect our trees and woodlands, and

**Further**, I urge all residents to plant trees to gladden the heart and promote the well-being of this and future generations.

Given under my hand and the City of Mountain Brook, Alabama,  
on this 13th day of February, in the year of our Lord, 2023, and  
of the Independence of the United States of America, 247th.

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**Stewart H. Welch III, Mayor**

**MOUNTAIN BROOK CITY COUNCIL  
PRE-MEETING DISCUSSION  
JANUARY 23, 2023**

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[As a convenience, members of the public were invited to listen, observe and participate in the public meeting by Internet video conference.]

The City Council of the City of Mountain Brook, Alabama met informally in-person at 6:15 p.m. on the 23<sup>rd</sup> day of January, 2023 (others were allowed to listen to the meeting by way of Internet video conference). The Council President called the pre-meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President  
William S. Pritchard III, Council President Pro Tempore  
Graham L. Smith  
Gerald A. Garner  
Lloyd C. Shelton  
Stewart Welch III, Mayor

Absent: None

Also present were City Attorney Whit Colvin, City Manager Sam Gaston, and City Clerk Heather Richards.

**1. AGENDA**

1. Two Villages Design Review Committee reappointments

Dana Hazen-Director of Planning, Building, and Sustainability

- David Blackmon and Stutts Everette terms will expire on February 1<sup>st</sup> 2023
- Mr. Blackmon and Mr. Everette have expressed interest to continue to serve
- The board unanimously recommended Mr. Blackmon and Mr. Everette to be re-appointed

Virginia Smith-Council President

- Items added to the formal agenda (Resolution 2023-018 and 2023-019)

2. Review of the other matters to be considered at the formal (7:00p.m.) meeting

**2. EXECUTIVE SESSION AND ADJOURNMENT**

Council President Pro Tempore Pritchard made a motion that the City Council convenes in executive session to discuss a legal dispute and that the City Council shall reconvene at approximately 7 p.m. upon conclusion of the executive session. The City Attorney certified that the subject matters were allowed to be discussed in executive pursuant to Alabama Law. The motion was seconded by Council President Virginia Smith. Then, upon the question being put and the roll called, the vote was recorded as follows:

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

Graham L. Smith  
Lloyd C. Shelton

Nays: None

There being no further matters for discussion Council President Virginia Smith adjourned the pre-meeting at approximately 6:28 pm.

### 3. CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct synopsis of the discussion from the regular session of the City Council of the City of Mountain Brook, Alabama held at City Hall, Pre-Council Room (A-106) on January 23, 2023, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that no formal action or votes were conducted at said work session.

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City Clerk, Approved by  
City Council February 13, 2023

**MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK  
JANUARY 23, 2023**

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[As a convenience, members of the public were invited to listen, observe and participate in the public meeting by Internet video conference.]

The City Council of the City of Mountain Brook, Alabama met in person at 7:00 p.m. on the 23<sup>rd</sup> day of January, 2023 (others were allowed to listen to the meeting by way of Internet video conference). The Council President Virginia Smith called the meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President  
William S. Pritchard III, Council President Pro Tempore  
Graham L. Smith  
Gerald A. Garner  
Lloyd C. Shelton  
Stewart Welch III, Mayor

Absent: None

Also present were City Attorney Steve Stine, City Manager Sam Gaston, and City Clerk Heather Richards.

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

**1. INTRODUCTION OF SPECIAL GUESTS-BOY SCOUTS**

David Tynes with troop 320 out of Mountain Brook Presbyterian Church

- Working on Communications Merit Badge

Alex Curtis with troop 320 out of Mountain Brook Presbyterian Church

- Working on Citizenship in the Community Badge

**2. COLORECTAL CANCER AWARENESS PROCLAMATION**

Charles Robinson-5 Montcrest Drive

- Friend, Jamie Hollingsworth, died of colorectal cancer in July of 2022
- Formed the Hollingsworth Colorectal Awareness Fund

Dani Hollingsworth

- Submitted a request to Governor Ivey to declare March Colorectal Cancer Awareness Month
- Working on campaign yard lanterns for "Light it up" in March
- Plans are in the works to submit an application for personalized license plate to spread awareness for the need to get screened with the slogan "45 is the new 50, get your rear in gear"
- Asking if Mountain Brook would consider lighting up the fountain and clock tower blue in March

Stewart Welch-Mayor

- Presented Mr. Robinson and Ms. Hollingsworth with the Proclamation

**3. CONSENT AGENDA**

Council President Virginia Smith announced that the following matters will be considered at one time on the consent agenda provided no one in attendance objects:

Approval of the minutes of the January 9, 2023, regular meeting of the City Council

<b>2023-009</b>	Colorectal Awareness Month Proclamation	Exhibit 1, Appendix 1
<b>2023-010</b>	Ratify change order No. 3 (modification of guardrail and additional asphalt) with respect to the Caldwell Mill Road bridge project (C-2016912-203)	Exhibit 2, Appendix 2
<b>2023-011</b>	Amend retainer structure for the law firm of Bishop Colvin effective February 1, 2023	Exhibit 3, Appendix 3
<b>2023-012</b>	Approve the City to enter into a negotiated contract with Enviro Management Company (EMC) with respect to the Building and Onsite Sanitary Sewer Upgrades Public Works project located at the Mountain Brook High School	Exhibit 4, Appendix 4
<b>2023-013</b>	Execute a consulting engagement letter with Organizational Architecture, Inc. with respect to a compensation study at O'Neal Library	Exhibit 5, Appendix 5
<b>2023-014</b>	Authorize the sale or disposal of certain surplus property	Exhibit 6, Appendix 6
<b>2023-015</b>	Award the bid for one (1) F250 to Sunny King Ford to be used by the Fire Department	Exhibit 7, Appendix 7
<b>2023-016</b>	Authorize the appropriation from the City's General Fund of \$70,000 payable to the Mountain Brook Board of Education (BOE) to be used for the construction of a Pickle Ball court	Exhibit 8, Appendix 8
<b>2023-017</b>	Execute a sewer easement to the Jefferson County Commission with respect to the Crestline Elementary Gymnasium project	Exhibit 9, Appendix 9
<b>2023-018</b>	Re-appoint David Blackmon to the Village Design Review (VDR) Committee through February 1, 2026	Exhibit 10, Appendix 10
<b>2023-019</b>	Re-appoint Stutts Everette to the Village Design Review (VDR) Committee through February 1, 2026	Exhibit 11, Appendix 11
<b>2023-022</b>	Approves payment for change order No. 3 with respect to the field project at Mountain Brook Athletic Complex Field #1 in the amount of \$302,000	Exhibit 12

Thereupon, the foregoing minutes, proclamation and resolutions (Nos. 2023-009 through 2023-019 and 2023-022), were introduced by Council President Virginia Smith and a motion for their immediate adoption made by Council Member Shelton. The minutes, proclamation and resolutions were then considered by the City Council. Council Member Graham Smith seconded the motion to

adopt the foregoing minutes, proclamation and resolutions. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Virginia C. Smith, Council President  
William S. Pritchard III, Council President Pro Tempore  
Graham L. Smith  
Gerald A. Garner  
Lloyd C. Shelton

Nays: None

Abstained: None

Council President Virginia Smith thereupon declared that said minutes, proclamation and resolutions (Nos. 2023-009 through 2023-019 and 2023-022) were adopted by a vote of 5—0 and as evidence thereof she signed the same.

#### 4. ANNOUNCEMENT

Virginia Smith-Council President

- Public Hearing scheduled for January 30, 2023 at 5:00 p.m.-Request to rezone property from Residence B district to Planned Unit Development (PUD) district-2305 Montevallo Road, Montevallo Road Partners, LLC

#### 5. COMMENTS FROM RESIDENTS AND ATTENDEES

Jaye Grinney-3179 Overhill Road

- Expressed concern over unfinished project located at 3180 Overhill Road
- Inquired what the City is going to do to compel the completion of the project
- Inquired what the City is going to do to ensure this type of situation never happens again

Virginia Smith-Council President

- Facts regarding the project site:
  - Site is safe, secure, dry, and locked and is not a safety concern from City's standpoint
  - House is not showing any signs of dilapidation or deterioration
  - No building conditions present that would compromise the ultimate habitation of a home or which are not typical in residential construction projects
  - Landscaping meets City's ordinances for site stabilization
  - Site is grassed, irrigation system is operational and the yard is maintained
  - Inspections on interior fire sprinkler system have occurred and is operational
  - Inspections on footing and roof framing have taken place
  - Mechanical HVAC and rough-end plumbing are in place
  - All required bonds have been secured: license bond, land disturbance bond, and performance bond
  - Work is being done in accordance with all City's Ordinances
  - First permit in 2017 was renewed in 2019 (per Ordinance allowance)
  - A new permit was issued in 2021
  - Building permit is valid and in good standing
  - To answer the question as to if the City can compel the completion of the project: No, the builder is acting in accordance with the City's laws.
  - To answer the question as to what can the City do to ensure this situation never happens again: It will be taken under advisement



Lee Thuston-3116 Overhill Road

- Expressed concerns over homeless individuals coming from unfinished property
- Stated yard is not complete; back yard is piled up with red clay, sand, etc.
- Inquired as to the game plan to have this resolved

Virginia Smith

- Stated there is nothing in place to compel the builder to build faster
- The builder is in compliance with the law and the City will not be taking any legal action at this time

Billy Pritchard-Council President Pro Tempore

- The tools available to the City are limited
- Will look at current Ordinances to see what can be done to prevent this from occurring in the future

Ben Fulmer-2900 Mountain Brook Parkway

- Inquired as to who is making sure the project gets finished

Glen Merchant-Building Official

- Inspections are based on requests
- Abandonment means nothing is being done for six months (which is hard to prove)
- If could prove it was abandoned it would have to have no power, no water, failing roof
- For permits: typically after 2 year process, give applicant the opportunity to renew permit
- It is normal for projects to go 4-5 years until completion

William Tynes-4437 Fredericksburg Drive

- Inquired as to why the delay on building the property

Billy Pritchard

- The council was told it was supply chain issues and scheduling

Henry Frohsin-2600 Mountain Brook Parkway

- Every contract has an implied "Good Faith"
- Expressed the builder is not building in "good faith"
- Heard the builder is having money issues that is causing the building delay
- Wants the council to be pro-active

**6. ANNOUNCEMENT**

Council President Virginia Smith announced the next regular meeting of the City Council is February 13, 2023, 7:00p.m.

**7. ADJOURNMENT**

There being no further business to come before the City Council, Council President Virginia Smith adjourned the meeting at approximately 7:40 p.m.

**8. CERTIFICATION**

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the regular meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Council Chamber (Room A-108) on January 23, 2023, and that the

meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that a quorum was present.

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City Clerk Approved by  
City Council February 13, 2023

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**EXHIBIT 1**

**PROCLAMATION NO. 2023-009**

**WHEREAS**, colorectal cancer is the second leading cause of cancer-related deaths for men and women combined in Alabama and the lifetime risk of being diagnosed with cancer of the colon or rectum is 4.4 percent for men and 4.1 percent for women in the United States;

**WHEREAS**, the vast majority of colon cancer deaths can be prevented through proper screening and early detection and if 80 percent of adults were screened for colon cancer, 203,000 fewer people will die by 2030;

**WHEREAS**, the survival rate of individuals who have colorectal cancer is 90 percent when detected in the early stages versus only a 10 percent survival rate when colorectal cancer is diagnosed after it has spread to other organs;

**WHEREAS**, the American Cancer Society estimates 2,570 new cases of colorectal cancer will be diagnosed in Alabama this year and 900 people will die from the disease, and deaths from colorectal cancer occur disproportionately among those who are underserved or underinsured;

**WHEREAS**, when detected early the five-year survival rates for colon cancer is 90%; however, only 39% of colorectal cancers are diagnosed at this stage, mostly due to low rates of screening;

**WHEREAS**, greater awareness of colon cancer and the means to prevent it could save the lives of hundreds of Alabamians every year because colorectal cancer is preventable, treatable, and beatable in most cases; and

**WHEREAS**, observing a "Go Blue Day" for Colorectal Cancer Awareness would provide a special opportunity to offer education on the importance of early detection and screening.

**NOW, THEREFORE**, I, Stewart H. Welch III, Mayor of Mountain Brook, Alabama recognize the importance of colorectal screenings and hereby proclaim March 2023 as

***"COLORECTAL CANCER AWARENESS MONTH"***

throughout the City and encourage all residents of Mountain Brook who are 45 and over to get a colorectal screening and recognize March 3, 2023 as "Go Blue Day" for Colorectal Cancer Awareness in Mountain Brook, Alabama.

**MINUTES OF THE SPECIAL MEETING OF THE  
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK  
JANUARY 30, 2023**

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[As a convenience, members of the public were invited to listen, observe and participate in the public meeting by Internet video conference.]

The City Council of the City of Mountain Brook, Alabama met in person at 5:00 p.m. on the 30<sup>th</sup> day of January, 2023 (others were allowed to listen to the meeting by way of Internet video conference). The Council President Virginia Smith called the meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President  
William S. Pritchard III Chairman, Council President Pro Tempore  
Graham L. Smith  
Gerald A. Garner  
Lloyd C. Shelton  
Stewart Welch III, Mayor

Absent: None

Also present were City Attorney Whit Colvin, City Manager Sam Gaston, and City Clerk Heather Richards.

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

**1. CONSENT AGENDA**

Council President Virginia Smith announced that the following matters will be considered at one time on the consent agenda provided no one in attendance objects:

<b>2023-020</b>	Execute the MWCF Deductible Addendum-2023 with respect to the \$300,000 deductible workers' compensation insurance coverage and claims administration services for the policy year beginning February 1, 2023	Exhibit 1, Appendix 1
<b>2023-021</b>	Set the criteria for awarding merit pay increases to be the Jefferson County Personnel Board Manager Evaluation Calculation of 2.75 or greater (on a scale of 5)	Exhibit 2, Appendix 2

Thereupon, the foregoing resolutions (Nos. 2023-020 and 2023-021), were introduced by Council President Virginia Smith and a motion for their immediate adoption made by Council President Member Shelton. The resolutions were then considered by the City Council. Council Member Graham Smith seconded the motion to adopt the foregoing resolutions. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Virginia C. Smith, Council President  
William S. Pritchard III, Council President Pro Tempore  
Graham L. Smith  
Gerald A. Garner  
Lloyd C. Shelton

Nays: None

Abstained: None

Council President Virginia Smith thereupon declared that said resolutions (Nos. 2023-020 and 2023-021) were adopted by a vote of 5—0 and as evidence thereof she signed the same.

**2. PUBLIC HEARING - REQUEST TO REZONE PROPERTY FROM RESIDENCE B DISTRICT TO PLANNED UNIT DEVELOPMENT (PUD) DISTRICT-2305 MONTEVALLO ROAD, MONTEVALLO ROAD PARTNERS, LLC**

**Charlie Beavers-4348 Old Brook Trail**

- Represents the applicant
- Sought input from neighbors
- Did not incorporate everything the neighbors requested; however, put in a development plan that addresses concerns raised

**Louis Nequette-100 Bonita Drive (Principal at Nequette Architecture and Design)**

- Project vision-focus on walkability, providing choice of living and architectural character
- Strive to be the Gateway into Mountain Brook with design
- Want to provide highly demanded living choices to existing Mountain Brook residents who seek to stay in city
- Discussed Development plan (Appendix 3)
- Building A has 16 units with 32 parking spaces concealed beneath
- Building B has 14 units with 28 parking spaces concealed beneath
- Building A and B are Townhouse in scale (3 ½ stories)
- Building B tapers down in scale to respect housing behind it
- The south 2/3 of site consists of village courtyard homes (13 lots proposed in Mountain Brook and 1 lot in Homewood)
- Hammerhead turnaround in middle of the courtyard is for fire and rescue services
- The main question heard is “why not just one entrance off Montevallo Road”, the answer is it goes against the intended character of the village, a steep “S” shaped road would have to be constructed which does not allow for level lots, would have oversized building that would not allow underground parking, and it does not address the fire and safety concerns from closing Chester Road
- Difference between proposal and “by right” proposal
  - “By-right” has 9 residence lots, it would add 110 car trips to Chester Road, and would require all construction and service traffic to access site through Chester Road
  - PUD Proposal has 14 residential lots, it would add 99 car trips to Chester Road, and secondary access to Montevallo Road relieves 40% of anticipated traffic on Chester Road

**Lloyd Shelton-Council Member**

- Inquired if it was considered putting the courtyard homes on Montevallo Road and shift the condominiums to the back

**Louis Nequette**

- The site drops significantly from top to bottom
- It would put the condominiums in a hole that would not allow pedestrian access to village which is against what the village overlay said is the preferred solution to Montevallo Road

**Andrew Phillips-1001 22<sup>nd</sup> Street South (Schoel Engineering)**

- Existing conditions: there is existing asphalt, a large parking lot for church, and sidewalks, the impervious footprint is 52% today
- Proposed conditions: more white space (on single family portion) which creates more filtration on site. The new impervious footprint would be 53%
- One main access for condominiums and the alley and Chester Road would be used for the Single Family homes
- Fire access - Developed a plan that exceeds the international fire code for hammerhead turnaround

Virginia Smith-Council President

- Inquired as to cars being parked on Chester (with respect to ambulance services)

Andrew Phillips

- If there is a life safety concern, the fire department will make every effort to get to the location
- The single family homes will be sprinkled
- A fire hydrant will be installed to service the homes
- Storm water Management: Only increasing the impervious footprint slightly (1% increase)

**Colin Orcutt-1001 22<sup>nd</sup> Street South (School Engineering)**

- The scale was addressed (on Montevallo Road) to make it a walkable pathway
- The buffer was addressed – plans include a double row of evergreen buffer with mixed planting for longevity (on condominiums) and the single family residence will have a 6 foot brick masonry wall. Plans are to make the wall a green wall with climbing vegetation

Virginia Smith

- Inquired if the wall would be 8 feet then step down to 6 feet at Chester Road

Colin Orcutt

- Confirmed Council President, Virginia Smith's, question regarding the height of the brick wall

**Richard Caudle-3644 Vann Road (Skipper Consultants-Traffic Engineer)**

- Traffic counts were performed in March of 2022
- Condominium units (30 units) only impact Montevallo Road, there is no access to Chester Road from the condominiums
- Only the single family homes (14 homes) have access Chester Road and only a portion of the single family homes access Chester Road because of the alley
- The alley captures 40% of traffic from Montevallo Road without affecting Chester Road
- The alley is a two way alley but is not a public road
- Cities that have traffic impact study guidelines typically only do a study unless there is 100 peak hour trips, this study only had 25 peak hour trips
- The developers voluntarily did a traffic impact study
- "By-Right" proposal has no alley access; therefore, all residents would have to use Chester Road

Virginia Smith

- Inquired why the "By-Right" proposal would not have alley access

Richard Caudle

- The minimum width of lots precludes having any additional right-of-ways on the side
- In order for an alley to be constructed, two lots would have to be removed

Billy Pritchard-Council President Pro Tempore

- Inquired if there was no access from Chester Road and Building A or B was removed and one access off Montevallo Road (for however many lots can be built) would there be sufficient one central ingress/egress point from safety standards

Richard Caudle

- In order to engineer a public roadway, the road would have to start at Montevallo Road and lose elevation which would provide a series of lots much larger than proposed
- The grade of that roadway would be sloped in such a way that the houses would have to be like stair steps which makes walking much more difficult
- Cannot come off of Montevallo Road with a public road in a safe manner due to the steepness of the vertical curve

Billy Pritchard

- Inquired if Building A or B was removed, could a public road be built coming from Montevallo Road into the property

Richard Caudle

- A public road could be built that would meet all applicable standards that would come through the property

Charlie Beavers

- Stated Chester Road is a dedicated public road which has provided access to property for many years
- In order for fire trucks to access Chester Road, they have to go into the church property to get out
- Without the church property, fire trucks have to back out of Chester Road
- It is a good thing to be able to get into property from Chester Road for the fire department vehicles
- This property has a legal right to utilize Chester Road

**Chad Patterson-3601 Crestwood Road (Brasfield and Gorrie)**

- Committed to executing job in a way that minimizes impact to community and reduces danger
- Construction would take about 15 months
- Demolition would take about 2 months
- Vertical construction (Building A and B) would take about 6 months then about 7 months to finish
- Construction traffic would access alley only

**Melinda Sellers-420 North 20<sup>th</sup> Street (Burr and Foreman)**

- All construction traffic will be on alley for Building A and B and then in the architecture guidelines for the single family homes, will have to utilize alley for construction as well
- This will allow traffic on Chester Road for completed homes and all construction traffic to utilize the alley

Virginia Smith

- A concern some residents have is if the single family homes are being built by different contractors, how to control the use of Chester Road by contractors

Melinda Sellers

- The developer will have control over the property until the last lot is sold (not built) but given concerns, may can maintain control until the last CO is issued to keep restrictions on contractors

**Margi Ingram-513 Olde English Lane**

- Intent and mission is to make Mountain Brook better
- Offering a beautiful change that meets the needs of residents of Mountain Brook

#### **Dorothy Tayloe-543 Olde English Lane**

- Real estate statistics that goes to the need for this development:
  - The average sale price in Mountain Brook is 1.1 million
  - Sold 131 homes for 1 million plus
  - Today there are 15 homes for sale (equivalent to 1 month of inventory)
  - In a normal market, you need 5 to 5 ½ months of inventory to keep up with the needs of the community
- Discussed the impact condominiums have on schools (Appendix 4)
- The impact of condominiums would be minimal on the school system

#### **Stephanie Robinson-3000 Weatherton Drive**

- As a realtor, there is a lack of inventory
- Have received multiple calls from individuals wanting to purchase lots (if this gets approved)

#### **John Chapman-3236 Pine Ridge Road (Principal in Development Entity)**

- Project is designed as Hollywood Gateway
- The plan presented was recommended by the Planning Commission and was approved by the Village Design Review and edits submitted by the Landscape Review Board have been integrated in the design
- Economic impact- Using an average assessed value for the home sites at \$2.5 million and an average assessed value for the condominiums at \$1.75 million (and assuming all units are homesteaded) the financial impact could total \$650,000 annually

#### **Virginia Smith**

- The council never asks about financial impacts to the City on projects and does not take it into consideration
- The financial impact is a non-factor to the council

#### **Thomas Crawford-2305 Chester Road**

- Lived in Mountain Brook for 44 years
- Stated he is in favor of the project

#### **Carey Hollingsworth 2933 Virginia Road (Vice Chairman of the Planning Commission)**

- The project did pass through the Planning Commission by a vote of 4 to 3 (after 3 meetings)
- Voted against the project
- Proponent of “By-Right” designs
- In this form, there has to be a better way than going through Chester Road
- Just because someone has the right to do something (use Chester Road) does not mean it is the right thing to do
- 44 units (including condominiums and homes) on 4 acres is very dense for the location
- The problem is utilizing Chester Road for the single family homes

#### **Dan McCrary-2334 Chester Road**

- He is part of 10 (out of 12) property owners on Chester Road who have banded together in opposition of the proposed development
- Chester Road has been a quiet and narrow road with 12 lots that ends with a circle for over 50 years

- Have two issues with the project 1) Opposed to using Chester Road as a means to access to a high development residential PUD 2) Concerned over size and scale of the condominium buildings
- The high density PUD increases houses accessing Chester Road by 100%
- Position is to not use Chester Road to access the PUD (and has been the position since the beginning)
- The individuals on Chester Road that are opposed to the project engaged an engineering firm to see if a Montevallo only access was feasible (Jeremy Taylor with MTTR Engineers)

Lloyd Shelton-Council Member

- Inquired if there are 13 or 14 single family lots for the project

Charlie Beavers

- There are 13 lots in Mountain Brook and one lot is in Homewood
- The plan before the Mountain Brook council is only for the 13 lots in Mountain Brook
- The hope is the Homewood applicant would build after it is zoned
- Was given an easement to develop the 10 foot alley to make improvements as needed
- The issue of the Homewood zoning lot is undetermined at this time
- Would have to go back to Homewood to determine what happens with that lot after Mountain Brook makes their determination

**Jeremy Taylor-3 Riverchase Ridge (MTTR Engineers)**

- Approached by Chester Road community to determine if slight changes occurred of the development, what changes would be required and what type of private road could be accessed by Montevallo Road only
- Provided council with documents for options for Montevallo Road only access (Appendix 5)
- Option 1-goal was to only modify what was needed to provide access to Montevallo Road.
- Option 1-to eliminate the steepness, a "S" curve was added to lengthen the drive, this achieves a reasonable grade
- Lengthening this road, he was able to create a similar elevation that was provided in original project plan
- Option 1 does eliminate 1 residential lot and 2 lots would have to be modified (lot 1 and 12 on page 3 of Appendix 5)
- Did another option (Option 2) that still accesses Montevallo only but keeps all residential lots
- Option 2 widens alley to 24 foot and flips the hammerhead off auto court to provide accessible way for fire department to navigate
- Option 2-the general lots and the size and shape of the lots stay the same to what is proposed
- Option 2- From Montevallo Road to the first access to the Hammerhead would be 24 foot and beyond that it would be a standard alley

Virginia Smith

- Currently fire trucks are having to utilize part of the church parking lot to get out of Chester Road, inquired how this plan address that problem if that access is blocked

Jeremy Taylor

- Chester circle would stay the same
- The Fire department may want to have an emergency access only to this property but that should be utilized for emergencies only

Gerald Garner-Council Member

- Inquired as to how it could be done logistically in regards to an emergency access onto the property from Chester Road



Chris Mullins-Fire Chief

- Would need to have an automatic gate that is accessed by horn or siren
- Having a hammerhead out of Chester Road would allow them to turn around
- For the fire department, it would be best to have an emergency access off of Chester Road

**Tripp Galloway-Attorney for Chester Road property owners who are opposed of project**

- Provided council with plat of Chester Road (Appendix 6) to reference homeowners he is representing that are opposed to the project
- Provided council with the April 12, 2018 Planning Commission minutes (Appendix 7)
- The 2018 minutes addressed a request for a farmers market. The request was approved with the condition of item 2 (on Appendix 7)
- In the minutes, it is stated Chester Road is a small residential road and will not be used as an entrance/exit to the farmers market
- This is important because this is not the first time the ingress/egress has been considered on Chester Road
- When it was previously considered in 2018, acknowledgement was made as to the nature of Chester Road and a desire to protect the flow of traffic that would access the church property
- There are 13 other developments within Mountain Brook that are similar clustered single family residential housing. Each one has one ingress/egress point (Lockerbie, Cross Creek, Botanical Place, Calton Hill, Mountain Brook Park, Park at Overton, the Manning, the Gate Condominiums, Club Place, Garden Place, Church Court Condominiums, Club Village Condominiums, and Pilgrim
- The request for this project is to have 3 access points: the alley, Chester Road, and off of Montevallo Road
- Want to make it clear that the Homewood property is not included in the project
- The deed lists 2 parcels: 0.4 acres and 3.5 acres, wants to know how much is Mountain Brook land

Charlie Beavers

- The 3.9 acres on application are for the two parcels. The 3.5 acres is the church property up to the 10 foot strip. The 3.9 acres was outlined because that is what was acquired in acquisition

Tripp Galloway

- The "By-Right" example appears to contemplate the alley was not a public road

Dana Hazen-Director of Planning, Building, and Sustainability

- It was established in a Planning Commission session that the alley is a public right-of-way
- Charlie Beavers submitted documentation that showed it was a public alley

Charlie Beavers

- When the "By-Right" configuration was put together, the 10 feet was not included
- Have the width necessary, would not have to vacate the 10 feet in order to get lot in

Tripp Galloway

- The current impervious footprint is 52% and post impervious footprint is 53%, want to confirm if this includes the Homewood portion

Andrew Phillips

- The 52%/53% impervious footprint is for Mountain Brook property only

Tripp Galloway

- The proposal creates an inequity relative to Chester Road residence and the proposed home owners of the project in that their property would be private, whereas the Chester Road residents is not private
- If the residents of the proposed home owners had a party, their guests could park on Chester Road because it is a public road; however the Chester Road residents could not park at the proposed home locations
- The request is to not allow access to Chester Road from this project

#### Virginia Smith

- Asked Ms. Sellers to address the public/private road issue with respect to the proposed home owners using Chester Road

#### Melinda Sellers

- Currently the roads within the project are set to be private
- The private roads within the single family homes: they have made an offer to include in the covenants that gives the Chester Road residents an opportunity to reach out to the association if they were to have a party and their guests needed to park in the motor court
- Currently there is nothing in the covenants that would deny the residents (of the single family homes) to utilize Chester Road for guest parking
- There are 16 parking spaces in the motor court which would be above and beyond necessary for guest parking so parking on Chester Road may not be necessary

#### Dan McCreary

- Option 1 discussed by Jeremy Taylor provides a S curve that had a gradient slope (which eliminates the roller coaster effect)
- Option 1 does eliminate lot 13 and adjustments will need to be made to lot 1 and 2; however all elevations (in the single family homes) are the same as the developers proposed plan
- Option 2 leaves all lots intact, all elevations intact, and no changes to building A and B
- Major issues: Traffic up and down Chester Road and size and scale of building A and B
- Provided council with the Village Master Plans (adopted 2007)(Appendix 8)
- Discussed highlighted pages in Appendix 8-The determination in this plan is that Chester Road neighborhood is unique and special place that merits protection and preservation from massive building presented in the proposed development

#### Dana Hazen

- In response to the Village Master Plan- believe Chester Road should be protected to the extent it can be
- The Village Master Plan is not regulatory, it is a set of goals and objectives that the Planning Commission uses when reviewing a rezoning case
- Chester Road was adopted in 2007
- Things change and items anticipated in the Master Plan are not always going to align with things 15 years later
- In the process of amending the Master Plan
- When consultants worked on project (for civic designation), they went with what was there: a church, and did not look to the future to see if something other than a church would be there

Council President Pro Tempore Pritchard made a motion to reconvene the public hearing to another date that will be determined. The motion was seconded by Council President Virginia Smith. Thereupon, Council President Virginia Smith called for vote with the following results:

Ayes:                    Virginia C. Smith  
                                 Gerald A. Garner

William S. ("Billy") Pritchard III  
 Graham L. Smith  
 Lloyd C. Shelton

Nays: None

Council President Virginia Smith declared that the motion (No. 2023-023) is hereby adopted by a vote of 5—0 (Exhibit 3)

Whit Colvin-City Attorney

- A good way to stay informed of the new date of the public hearing (and other city meetings) is through the City's texting service

Sam Gaston-City Manager

- Once a date and time has been selected, the City will send out a text alert

### 3. ANNOUNCEMENT

Council President Virginia Smith announced the next regular meeting of the City Council is February 13, 2023, 7:00p.m.

### 4. ADJOURNMENT

There being no further business to come before the City Council, Council President Virginia Smith adjourned the meeting at approximately 7:42 p.m.

### 5. CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the special meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Council Chamber (Room A-108) on January 30, 2023, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that a quorum was present.

---

City Clerk Approved by  
 City Council February 13, 2023

---

### EXHIBIT 1 RESOLUTION NO. 2023-020

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the execution of the "MWCF Deductible Addendum-2023" with respect to the \$300,000 deductible workers' compensation insurance coverage and claims administration services for the policy year beginning February 1, 2023.

### APPENDIX 1

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### EXHIBIT 2

**RESOLUTION NO. 2023-025**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby approves the additional construction administration services request with Gresham Smith, in the form as attached hereto as Exhibit A, with respect to Caldwell Mill Road Bridge project.

**ADOPTED:** This 13th day of February, 2023.

\_\_\_\_\_  
Council President

**APPROVED:** This 13th day of February, 2023.

\_\_\_\_\_  
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 February 13, 2023, as same appears in the minutes of record of said meeting.

\_\_\_\_\_  
City Clerk



January 20, 2023

Mr. Sam Gaston, City Manager  
City of Mountain Brook  
56 Church Street  
Mountain Brook, AL 35213

Subject: Additional Construction Administration Services Request  
Bridge Replacement on Caldwell Mill Road Over Little Shades Creek  
Mountain Brook, AL  
Gresham Smith Project No. 42480.00

Dear Mr. Gaston:

As you are aware, the contract time for the completion of the Caldwell Mill Road bridge project expired on December 16, 2022. The City Council recently approved a 74 calendar day time extension for the Contractor, which makes the new completion date on or before February 28, 2023. The fee for the construction contract administration services in our agreement was based on a six (6) month construction duration. Because of delays in the Contractor completing the project and additional work that the City has requested the Contractor perform, at this point we have been providing routine construction contract administration services for about 8 ½ months.

We request that the City of Mountain Brook authorize additional construction administration services to allow us to continue supporting the City with routine construction administration work until the project is completed. These services will include:

1. Review and respond to Requests for Information or questions from Contractor
2. Review Contractor submittals and coordinate with City as needed
3. Coordinate construction schedule, schedule changes, delays, etc. w/Contractor & City
4. Conduct weekly routine project site visits (assume 2 hours per visit)
5. Prepare and distribute weekly routine site visit reports
6. Review and approve Contractor's Monthly Pay Request Applications
7. Review, negotiate and recommend approval of Change Orders and/or requests for additional contract time; coordinate with City as needed

***Genuine Ingenuity***

3595 Grandview Parkway  
Suite 300  
Birmingham, AL 35243  
205.298.9200

GreshamSmith.com

Mr. Sam Gaston  
January 20, 2023

We propose to invoice for the additional construction administration services on an hourly basis, plus any reimbursable expenses, using the hourly rate schedule shown below:

<b>Classification</b>	<b>Hourly Billing Rate</b>
Senior Transportation Engineer/Project Manager	\$225.00
Transportation Project Engineer	\$140.00
Bridge Engineer	\$140.00

We recommend a budget of \$13,000 which represents approximately two (2) months of additional construction administration services (labor & reimbursable expenses). Please note that we have not invoiced for the project closeout tasks that are in the scope of our original construction administration services. Our services related to the project closeout tasks will be invoiced as part of our original lump sum fee for construction administration services, not as hourly additional services.

If you have any questions or would like to discuss this, please don't hesitate to contact me.

Sincerely,



Blair Perry, P.E.  
Principal / Project Manager

BP

Copy                      Ronnie Vaughn City of Mountain Brook  
                                 Sammy Harton – Gresham Smith

**RESOLUTION NO. 2023-026**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby accepts the rate adjustment addendum to the on-call engineering contract (Resolution No. 2022-103) as submitted by Sain Associates.

**ADOPTED:** This 13th day of February, 2023.

\_\_\_\_\_  
Council President

**APPROVED:** This 13th day of February, 2023.

\_\_\_\_\_  
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 February 13, 2023, as same appears in the minutes of record of said meeting.

\_\_\_\_\_  
City Clerk



**CITY OF MOUNTAIN BROOK**

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

**DATE:** February 13, 2023

**TO:** Mayor, City Council & City Manager

**FROM:** Dana Hazen, City Planner

**RE:** Addendum to Sain Associates Engineering Contract – Rates Adjustment

Attached please find a letter from Alicia Bailey of Sain Associates indicating a rate adjustment for Sain's on-call engineering services contract with the city as executed on July 25, 2022. This rate adjustment will be an addendum to that contract, the rates for which are noted in the body of the 2022 contract (Resolution No. 2022-103). This contract will continue to cover on-call engineering services, and will include on-call GIS services as well. Additional GIS support has proven to be warranted during times of simultaneous, imperative multi-department project demand.





**SAIN**  
**ASSOCIATES**

January 30, 2023

Mr. Sam Gaston  
City Manager  
P.O. Box 130009  
Mountain Brook, AL 35213

Two Perimeter Park South  
Suite 500 East  
Birmingham, Alabama 35243  
Telephone: (205) 940-6420  
Fax: (205) 728-2007  
[www.sain.com](http://www.sain.com)

RE: Billing Rates for Sain's On-Call Engineering Services Contract  
SA# 180157

Dear Sam:

As we recently discussed, I am requesting approval for an adjustment to Sain's bill rates in the on-call engineering services contract that was executed on July 25, 2022. Wage inflation that occurred in 2022 has necessitated that Sain adjust our 2023 billing rates to a level beyond the 5% anticipated escalation that was included in the contract. Our new 2023 bill rates are as follows:

Principal .....	\$210.00 - \$300.00 per Hour
Engineer/Planner .....	\$105.00 - \$160.00 per Hour
Senior Engineer .....	\$165.00 - \$230.00 per Hour
GIS Professional .....	\$130.00 - \$150.00 per Hour
Designer .....	\$95.00 - \$140.00 per Hour
Surveyor .....	\$110.00 - \$155.00 per Hour
Survey Crew (1-Person) .....	\$110.00 per Hour
Survey Crew (1-Person + Robot) .....	\$165.00 per Hour
Survey Crew (2-Person) .....	\$190.00 per Hour
Survey Crew (3-Person) .....	\$240.00 per Hour
Survey Per Diem .....	\$170.00 per person per Night
Administrative Support .....	\$65.00 - \$98.00 per Hour

We appreciate the City's consideration of this request. I am available to discuss the issue at your convenience.

Sincerely,

Alicia Bailey, P.E.  
Sr. Principal

**RESOLUTION NO. 2022-103**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook that the City Council hereby accepts the professional services proposal submitted by Sain Associates, in the form as attached hereto as Exhibit A, with respect to on-call/demand contract engineering services.

**ADOPTED:** This 25th day of July, 2022.

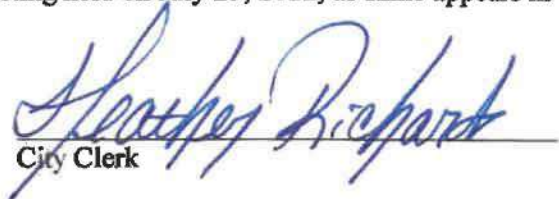
  
\_\_\_\_\_  
Council President

**APPROVED:** This 25th day of July, 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 regular meeting held on July 25, 2022, as same appears in the minutes of record of said meeting.

  
\_\_\_\_\_  
City Clerk



**SAIN**  
**ASSOCIATES**

**AGREEMENT**

**BETWEEN**

**SAIN ASSOCIATES, INC.**

**AND**

**CITY OF MOUNTAIN BROOK**

**ENGINEERING ON-CALL CONTRACT**

**SA # 18-0157**

**July 12, 2022**

## AGREEMENT

### PROJECT: ENGINEERING ON-CALL CONTRACT

This AGREEMENT is made and entered into by and between the City of Mountain Brook, Party of the First Part, hereinafter referred to as the CITY, and Sain Associates, Inc., in the execution and performance of the AGREEMENT, qualified to do business in the State of Alabama, Party of the Second Part, hereinafter referred to as the CONSULTANT.

WHEREAS the CONSULTANT has agreed and by these presents does agree with the CITY for the consideration hereinafter mentioned to perform engineering support services on an as-needed basis.

#### ARTICLE I – SCOPE OF WORK

The scope of work is to provide engineering support services to the CITY as City Engineer, which may include but not limited to: review of subdivision plats and engineering plans submitted to the CITY for approval; land surveying, including property surveys, plats, and topographic surveys; civil engineering design, including master planning, design of roadways, utilities, drainage and site development; and traffic engineering. The services under this agreement will continue for a period of ~~two (2)~~ <sup>three (3)</sup> years from the date of contract execution, with the option of renewing at the end of this period.

#### ARTICLE II – TIME OF BEGINNING AND COMPLETION

- A. The CONSULTANT agrees to start work on the professional services outlined under ARTICLE 1 of this AGREEMENT upon either of the following:
1. CITY MANAGER, CITY PLANNER, or PUBLIC WORKS DIRECTOR notifies CONSULTANT of assignment by email, phone, or verbally. If CITY MANAGER/CITY PLANNER/PUBLIC WORKS DIRECTOR notifies CONSULTANT by phone or verbally, CONSULTANT shall confirm understanding of assignment by email, and CITY MANAGER/CITY PLANNER/PUBLIC WORKS DIRECTOR shall reply with confirmation and notice to proceed.
- B. Any request for work by the CITY made prior to the completion date of this AGREEMENT will be covered by this AGREEMENT.



**ARTICLE III – PAYMENT**

For services performed by the CONSULTANT as provided for under this AGREEMENT, and as full and complete compensation thereof, including all expenditures made and all expenses incurred by the CONSULTANT in connection with this AGREEMENT, except as otherwise expressly provided herein, subject to and in conformity with all provisions of this AGREEMENT, the CITY will pay the CONSULTANT a fee based on applicable unit prices listed in the attached Terms and Conditions:

**Rates:**

Principal .....	\$190.00 - \$275.00 per Hour
Engineer/Planner .....	\$98.00 - \$148.00 per Hour
Senior Engineer .....	\$150.00 - \$210.00 per Hour
GIS Professional .....	\$125.00 - \$135.00 per Hour
Designer.....	\$87.00 - \$125.00 per Hour
Surveyor.....	\$100.00 - \$140.00 per Hour
Survey Crew (1-Person).....	\$100.00 per Hour
Survey Crew (1-Person + Robot).....	\$150.00 per Hour
Survey Crew (2-Person).....	\$175.00 per Hour
Survey Crew (3-Person).....	\$215.00 per Hour
Survey Per Diem.....	\$150.00 per person per Night
Level 1 Inspector .....	\$75.00 - \$95.00 per Hour
Level 2 Inspector .....	\$80.00 - \$110.00 per Hour
Administrative Support.....	\$60.00 - \$75.00 per Hour

Sain reserves the right to raise rates up to a maximum of 5% at the end of each calendar year. Sain will provide 60 days written notice if it intends to increase the hourly rates at the end of the year.

**Reimbursable Expenses**

Printing, contract carrier service, and travel expenses are not included within our basic fee and will be passed along to you at our cost, plus 10%.

**Payment**

To be made monthly based upon the percentage of work completed and invoiced to you. Your obligation to pay for services rendered hereunder is in no way dependent upon your ability to obtain financing, to obtain payment from a third party, or to obtain approval of any governmental or regulatory agencies, or upon your successful completion of the project. If any payment due for services and expenses hereunder is not made in full within thirty (30) days after receipt of invoice, the amounts due Sain Associates, Inc., shall include a charge at the rate of 1½% per month from said thirtieth (30th) day, plus attorney’s fees for collection in the amount of 1/3 of the outstanding balance or such greater amount as the court finds reasonable. In addition, we reserve the right to suspend services under this agreement until receipt of payment in full for all amounts due for services rendered and expenses incurred.

**AL Immigration Law Compliance**

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they 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, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting there from.

**Standard of Care**

The standard of care for all professional services performed or furnished by Sain Associates under this Agreement will be the skill and care used by members of Consultant’s profession practicing under similar circumstances at the same time and in the same locality. Sain makes no warranties, express or implied, under this Agreement or otherwise, in connection with Sain’s services.



**Responsibility of the Client**

Client shall provide all criteria and full information as to its requirements for the Project, including budgetary limitations.

**Schedules, Budgets and Estimates or Opinions of Cost**

Any schedules or completion dates, budgets, or estimates of cost prepared by Consultant represent Consultant's professional judgment based on its experience and available information. Since neither Consultant nor Client has control over: the cost of labor, materials, or equipment, or contractor's methods of determining prices; competitive bidding or market conditions; utility conflicts or right-of-way acquisition; agency approval times or actions of a Consultant Program Manager not employed by Sain, the Consultant cannot and does not warrant or represent that actual schedules, budgets or completion dates or actual costs will not vary from schedules or completion dates, budgets or estimates of cost prepared by Consultant or proposed, established, or approved by Client.

**Jobsite Safety/Construction Phase Services**

The Contractor has sole responsibility for jobsite safety and construction means and methods, not the design professional. The Consultant/design professional is not responsible for the acts or omissions of any contractor, subcontractor or material supplier.

**Use of Electronic Media**

Copies of documents that may be relied upon by the Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of the Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.

**Limitation of Remedies**

Liability of remedies of Sain Associates, Inc. resulting from errors, omissions, or the negligence of Sain Associates, Inc., its agents or employees, pursuant to work under this agreement shall not exceed the lesser of the value of engineering or surveying services required to correct the deficiency or the basic consulting fee for work covered hereunder or the actual cost of the remedies. This provision is being agreed to as a result of the fees being charged.

**Dispute Resolution**

Client and Sain Associates agree that if a dispute arises out of or relates to this contract, the parties will attempt to settle the dispute through good faith negotiations. If direct negotiations do not resolve the dispute, the parties agree to endeavor to settle the dispute by mediation prior to the initiation of any legal action unless delay in initiating legal action would irrevocably prejudice one of the parties. Mediation to take place in County where project is located and if mediation cannot be agreed upon by parties then it is agreed that AAA (American Arbitration Association) will appoint mediator.

**Indemnification**

Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

**Force Majeure**



Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

**Termination of Contract**

Client may terminate this Agreement with seven days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.

**Ownership of Documents**

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Schedule 2018

APPROVED BY:

**SAIN ASSOCIATES, INC.**



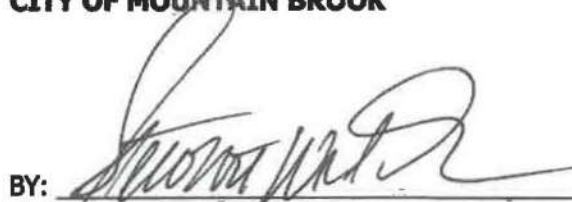
Alicia Bailey, P.E.  
Principal/Owner  
AL Reg #26339



Becky White, PTP  
Principal/Owner

ACCEPTED BY:

**CITY OF MOUNTAIN BROOK**

  
BY: \_\_\_\_\_

TITLE: Mayor

DATE: 7-25-2022



**RESOLUTION NO. 2023-027**

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

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

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

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

Section 1. It is hereby established and declared that the following property owned by the City of Mountain Brook, Alabama is not needed for public or municipal purposes and is hereby declared surplus property: One (1) Bauer Compressor (Serial No: 035263)

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

**ADOPTED:** This 13th day of February, 2023.

\_\_\_\_\_  
Council President

**APPROVED:** This 13th day of February, 2023.

\_\_\_\_\_  
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 February 13, 2023, as same appears in the minutes of record of said meeting.

\_\_\_\_\_  
City Clerk





Heather Richards <[richardsh@mtnbrook.org](mailto:richardsh@mtnbrook.org)>

---

## Fwd: Old SCBA fill station

---

**Christopher Mullins** <[mullinsc@mtnbrook.org](mailto:mullinsc@mtnbrook.org)>  
To: Heather Richards <[richardsh@mtnbrook.org](mailto:richardsh@mtnbrook.org)>

Mon, Feb 6, 2023 at 5:06 PM

Hi Heather -

I need to have this piece of equipment declared surplus. I plan to ask the City Council permission to donate the compressor to Shelby County. Do you need any additional information on the unit?

Thanks

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

From: **David Kennedy** <[kennedyd@mtnbrook.org](mailto:kennedyd@mtnbrook.org)>  
Date: Mon, Feb 6, 2023 at 12:21 PM  
Subject: Fwd: Old SCBA fill station  
To: Chris Mullins <[mullinsc@mtnbrook.org](mailto:mullinsc@mtnbrook.org)>

Sent from my iPhone

Begin forwarded message:

**From:** John Entrekin <[entrekinj@mtnbrook.org](mailto:entrekinj@mtnbrook.org)>  
**Date:** February 4, 2023 at 9:03:25 AM CST  
**To:** David Kennedy <[kennedyd@mtnbrook.org](mailto:kennedyd@mtnbrook.org)>  
**Cc:** Jonathan King <[kingj@mtnbrook.org](mailto:kingj@mtnbrook.org)>  
**Subject: Re: Old SCBA fill station**

Bauer Compressor  
Model No: UNII13  
Serial No: 035263  
Date of Manufacture: 5/2003

### **John Entrekin**

Battalion Chief  
*Mountain Brook Fire Department*  
*102 Tibbett Street*  
*Mountain Brook, AL 35213*  
*205.802.3838 (office)*  
*205.296.0823 (mobile)*

On Fri, Feb 3, 2023 at 3:22 PM David Kennedy <[kennedyd@mtnbrook.org](mailto:kennedyd@mtnbrook.org)> wrote:  
BC Entrekin,

Chief Mullins is good with asking the City Council to donate the old fill station. This can be done on February 13. Chief will need to have the serial numbers, model number, etc. (full description of everything) before that date. See what info you can get me and I will turn it in. Thanks.



Heather Richards <richardsh@mtnbrook.org>

## Bauer Compressor

1 message

Jonathan King <kingj@mtnbrook.org>

Wed, Feb 8, 2023 at 3:37 PM

To: Christopher Mullins <mullinsc@mtnbrook.org>, David Kennedy <kennedyd@mtnbrook.org>, Heather Richards <richardsh@mtnbrook.org>

Below are pictures of the Bauer compressor at Station 3.

Bauer

Model No: UNII13

Serial No: 035263

Date of Manufacture: 5/2003







**BAUER COMPRESSORS, INC.**  
NORFOLK, VIRGINIA U.S.A.

**BAUER**  
COMPRESSORS

MODEL NO.	<b>UN1113</b>	BLOCK NO.	<b>D/1046/02</b>
SERIAL NO.	<b>035263</b>	PRESSURE	<b>5000</b> PSIG
CAPACITY	<b>11.1</b> CFM	CHG. RATE	<b>13.3</b> CFM
MOTOR	<b>10.0</b> HP	SPEED	<b>1420</b> RPM
<b>230</b> VOLTS	<b>1</b> PH	<b>60</b> HZ	<b>46.0</b> AMPS
DATE OF MANUFACTURE		<b>5/03</b>	LBL-4

**RESOLUTION NO. 2023-028**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that Section VII, D “Business Travel Expenses” with respect to the daily reimbursable limit for meals shall be amended as follows:

“Cost of meals, no more lavish than would be eaten at the employee's own expense and not to exceed ~~\$60.00~~ \$70.00 per day including tips unless approved by the Department Head and City Manager. Itemized receipts are required for all meals, otherwise reimbursement shall be denied.”

**ADOPTED:** This 13th day of February, 2023.

\_\_\_\_\_  
Council President

**APPROVED:** This 13th day of February, 2023.

\_\_\_\_\_  
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 February 13, 2023, as same appears in the minutes of record of said meeting.

\_\_\_\_\_  
City Clerk

**RESOLUTION NO. 2023-029**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that City Council hereby approve the right-of-way purchase agreements from the following individuals (Exhibit A) with respect to the Old Brook Trail bridge project:

- J. Houston and Sheri Cook
- Phillip and Kristin Madonia
- Edmund and Ann Perry
- Naonal and Vance Plumb

**BE IT FURTHER RESOLVED** that the City Manager is hereby authorized to take any and all action necessary to finalize and complete the right-of-way acquisitions that are the subject of the agreements approved hereby.

**ADOPTED:** This 13th day of February, 2023.

\_\_\_\_\_  
Council President

**APPROVED:** This 13th day of February, 2023.

\_\_\_\_\_  
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 meeting held on February 13, 2023, as same appears in the minutes of record of said meeting.

\_\_\_\_\_  
City Clerk

AGREEMENT  
FEE SIMPLE

STATE OF ALABAMA  
COUNTY OF JEFFERSON

THIS AGREEMENT made between the City of Mountain Brook in the State of Alabama, party of the first part, and J. Houston & Sheri Cook party of the second part.

For and in consideration of the sum of ~~one dollar~~ ~~(\$42,950.00)~~ in hand paid by the party of the first part to the party of the second part, receipt of which is hereby acknowledged, the parties herein agree as follows:

1. The party of the first part agrees to purchase in fee simple from the party of the second part certain property known as Right-of-Way Tract No. 2 of the subject project, as identified from the records of the City of Mountain Brook for the purpose of constructing and maintaining a public highway identified as Project No. STPBH-3716(256) as shown by the right-of-way map of said project.

2. The party of the second part agrees to sell and convey the property to the party of the first part in fee simple, free of all encumbrances, and will execute and deliver a warranty deed to the party of the first part, conveying the property in fee simple free of all encumbrances to the party of the first part upon payment of the sum of \$ 42,950.00 dollars to the party of the second part by the party of the first part at the time of delivery of such deed. The party of the second part agrees to satisfy all liens for ad valorem taxes outstanding against the above tract that becomes due and payable October 1 next, following date of execution of the agreement.

The party of the second part understands the above mentioned sum includes payment for the following: 0.11 ac of land, 0.03 ac temporary construction easement, paving & landscaping

3. The party of the second part agrees to give the party of the first part and its contractors immediate right-of-entry to the property being acquired: Yes  or No .

4. Exceptions and additional conditions: The temporary construction easement will revert back to the property owners upon completion of said project.

IN WITNESS WHEREOF the parties herein have set their hands and seals this the 3<sup>rd</sup> day of February, 2023

WITNESSES:

[Signature]  
[Signature]

[Signature]  
Owner  
[Signature]  
Owner

AGREEMENT  
FEE SIMPLE

STATE OF ALABAMA  
COUNTY OF JEFFERSON

THIS AGREEMENT made between the City of Mountain Brook in the State of Alabama, party of the first part, and Phillip & Kristin Madonia party of the second part.

For and in consideration of the sum of one dollar (\$15,000.00) in hand paid by the party of the first part to the party of the second part, receipt of which is hereby acknowledged, the parties herein agree as follows:

1. The party of the first part agrees to purchase in fee simple from the party of the second part certain property known as Right-of-Way Tract No. 1 of the subject project, as identified from the records of the City of Mountain Brook for the purpose of constructing and maintaining a public highway identified as Project No. STPBH-3716(256) as shown by the right-of-way map of said project.

2. The party of the second part agrees to sell and convey the property to the party of the first part in fee simple, free of all encumbrances, and will execute and deliver a warranty deed to the party of the first part, conveying the property in fee simple free of all encumbrances to the party of the first part upon payment of the sum of \$15,000.00 dollars to the party of the second part by the party of the first part at the time of delivery of such deed. The party of the second part agrees to satisfy all liens for ad valorem taxes outstanding against the above tract that becomes due and payable October 1 next, following date of execution of the agreement.

The party of the second part understands the above mentioned sum includes payment for the following: 0.04 ac of land

3. The party of the second part agrees to give the party of the first part and its contractors immediate right-of-entry to the property being acquired: Yes  or No .

4. Exceptions and additional conditions: None

IN WITNESS WHEREOF the parties herein have set their hands and seals this the 2<sup>nd</sup> day of February, 2023.

WITNESSES:

<u>Phillip Madonia</u>	<u>Phillip Madonia</u> Owner
<u>Kristin Madonia</u>	<u>Kristin Madonia</u> Owner



AGREEMENT  
FEE SIMPLE

STATE OF ALABAMA  
COUNTY OF JEFFERSON

THIS AGREEMENT made between the City of Mountain Brook in the State of Alabama, party of the first part, and Edmund & Ann Perry party of the second part.

For and in consideration of the sum of one dollar (\$18,500.00) in hand paid by the party of the first part to the party of the second part, receipt of which is hereby acknowledged, the parties herein agree as follows:

1. The party of the first part agrees to purchase in fee simple from the party of the second part certain property known as Right-of-Way Tract No. 3 of the subject project, as identified from the records of the City of Mountain Brook for the purpose of constructing and maintaining a public highway identified as Project No. STPBH-3716(256) as shown by the right-of-way map of said project.

2. The party of the second part agrees to sell and convey the property to the party of the first part in fee simple, free of all encumbrances, and will execute and deliver a warranty deed to the party of the first part, conveying the property in fee simple free of all encumbrances to the party of the first part upon payment of the sum of \$ 18,500.00 dollars to the party of the second part by the party of the first part at the time of delivery of such deed. The party of the second part agrees to satisfy all liens for ad valorem taxes outstanding against the above tract that becomes due and payable October 1 next, following date of execution of the agreement.

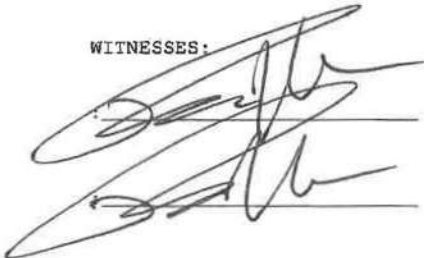
The party of the second part understands the above mentioned sum includes payment for the following: 0.04 ac of land, 0.04 ac temporary construction easement, paving, curbing and landscaping

3. The party of the second part agrees to give the party of the first part and its contractors immediate right-of-entry to the property being acquired: Yes \_\_\_\_\_ or No \_\_\_\_\_.

4. Exceptions and additional conditions: Temporary construction easement will revert back to the property owner upon completion of said project.

IN WITNESS WHEREOF the parties herein have set their hands and seals this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WITNESSES:



  
Owner  
  
Owner

AGREEMENT  
FEE SIMPLE

STATE OF ALABAMA  
COUNTY OF JEFFERSON

THIS AGREEMENT made between the City of Mountain Brook in the State of Alabama, party of the first part, and Naomi & Vance Plumb party of the second part.

For and in consideration of the sum of one dollar (\$50,550.00) in hand paid by the party of the first part to the party of the second part, receipt of which is hereby acknowledged, the parties herein agree as follows:

1. The party of the first part agrees to purchase in fee simple from the party of the second part certain property known as right-of-way Tract No. 4 of the subject project, as identified from the records of the City of Mountain Brook for the purpose of constructing and maintaining a public highway identified as Project No. 51000-3716(256) as shown by the right-of-way map of said project.

2. The party of the second part agrees to sell and convey the property to the party of the first part in fee simple, free of all encumbrances, and will execute and deliver a warranty deed to the party of the first part, conveying the property in fee simple free of all encumbrances to the party of the first part upon payment of the sum of \$ 50,550.00 dollars to the party of the second part by the party of the first part at the time of delivery of such deed. The party of the second part agrees to satisfy all liens for ad valorem taxes outstanding against the above tract that becomes due and payable October 1 next, following date of execution of the agreement.

The party of the second part understands the above mentioned sum includes payment for the following: 0.19 ac of land, paving & landscaping

3. The party of the second part agrees to give the party of the first part and its contractors immediate right-of-entry to the property being acquired: Yes  or No

4. Exceptions and additional conditions: None

IN WITNESS WHEREOF the parties herein have set their hands and seals this the 30<sup>th</sup> day of October, 2022

WITNESSES:

Vance J Plumb  
Contractor

Naomi A Plumb  
Contractor

Owner