

**MEETING AGENDA
MOUNTAIN BROOK CITY COUNCIL**

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

APRIL 10, 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 04102023).

1. Fair Housing Proclamation
2. Autism Awareness Month Proclamation
3. Approval of the minutes of the March 27, 2023, regular meeting of the City Council.
4. Consideration: Resolution appointing a member to the Board of Education of the City of Mountain Brook.
5. Consideration: Resolution authorizing the Inter-Jurisdictional Automatic Aid agreement with the City of Vestavia for structure fire incident reports.
6. Consideration: Resolution authorizing the sale or disposal of certain surplus property.
7. Consideration: Resolution authorizing the City's participation in the 2023 "Back-to-School" Sales Tax Holiday, beginning at 12:01 a.m. on Friday, July 21, 2023 and ending at twelve midnight on Sunday, July 23, 2023.
8. Consideration: Ordinance authorizing the placement of a stop sign on Lewis Circle at its intersection with Weatherton Drive.
9. Comments from residents and attendees
10. Announcement: The City is considering discontinuing zoom meetings of City Council and other boards by the end of April. If you have any comments, please direct them to the City Manager.
11. Announcement: The next regular meeting of the City Council has been moved from April 24th to April 25th, 2023 at 7:00 p.m., due to the Mountain Brook School Showcase.
12. Adjourn

FAIR HOUSING MONTH PROCLAMATION

WHEREAS, April 11, 2023 marks the 55th anniversary of the passage of the Fair Housing Act, which enunciates a national policy of fair housing for all who live in the United States; and

WHEREAS, The Fair Housing Act prohibits discrimination in the purchase, sale, rental, or financing of housing-private or public-based on race, skin color, sex, nationality or religion;

WHEREAS, the statute has been amended several times, including in 1988 to add disability and family status; and

WHEREAS, acts of housing discrimination and barriers to equal housing opportunity are violations of federal law; and

WHEREAS, the City of Mountain Brook finds it appropriate to join most of the other cities in Jefferson County and the surrounding area in recognizing the anniversary of the Fair Housing Act.

NOW, THEREFORE, we the City Council of the City of Mountain Brook, Alabama do hereby recognize the month of April, 2023 as

“FAIR HOUSING MONTH”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Mountain Brook to be affixed the 10th day of April of the year 2023.

Stewart H. Welch III, Mayor

AUTISM AWARENESS MONTH PROCLAMATION

WHEREAS, during April, which is National Autism Awareness Month, we recognize that every person afflicted with autism deserves the chance to reach for their highest hopes and fulfill their greatest potential; and

WHEREAS, especially today, let us reach for a future in which no person living on the autism spectrum is limited by anything but the size of their dreams, and one in which all people have the opportunity to live a life filled with a sense of identity, purpose, and self-determination.

WHEREAS, the statute has been amended several times, including in 1988 to add disability and family status; and

NOW, THEREFORE, the City of Mountain Brook does hereby proclaim April 2023 as

“NATIONAL AUTISM AWARENESS MONTH”

and urges citizens and organizations to participate in activities and provide a special opportunity to educate the community about autism.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Mountain Brook to be affixed the 10th day of April of the year 2023.

Stewart H. Welch III, Mayor

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
MARCH 27, 2023**

[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 6:00 p.m. on the 27th day of March, 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
Lloyd C. Shelton
Gerald A. Garner

Absent: Graham L. Smith
Stewart Welch III, Mayor

Also present were City Attorney Carl Johnson, City Manager Sam Gaston, and City Clerk Heather Richards.

1. AGENDA

1. Stop sign on Lewis Circle at Weatherton Drive

Jaye Loggins-Police Chief

- There are 6 homes that are already built or are under construction on Lewis Circle
- This is an uncontrolled intersection
- Have no objection to the installation of a stop sign

Sam Gaston-City Manager

- Will send out letters to surrounding residents affected by stop sign and will put it on the next agenda

2. Board of Equalization nominations

Sam Gaston-City Manager

- Nominations are due August 1st
- The duties include property protests, assessed valued for property values, appeals board
- Will remind council in June for council to give nominations

3. Board of Landscape Design appointment

Tyler Slaten-Planner

- The Board of Landscape Design has an open supernumerary position
- Dustin Dew was unanimously recommended by the board
- Mr. Dew is also on the Chamber board

Virginia Smith-Council President

- Items added to the formal agenda (Resolution No. 2023-0057)
4. Residents near the Overton Road/North Woodridge intersection to request the city remove the rumble strips installed in this area in 2021

Ryan Ramage-2805 Overton Road

- The rumble strips on Overton is causing excessive noise
- Requesting the rumble strips to be removed
- Feel the noise from the rumble strips have lowered his house value
- Distributed letters from residents (Appendix 1)

Memstewart Webb-2807 Overton Road

- The noise created from the rumble strips is obnoxious and has become a nuisance
- Was not notified when the rumble strips were installed

Steven Gay-Assistant Public Works Director

- Left information for the Webb's and other neighbors
- Never heard back from residents, assumed all was ok with the installation of the rumble strips

Virginia Smith-Council President

- The rumble strips were installed for safety reasons (to provide awareness to motorists of the dangerous intersection)
- Will get Richard Caudle with Skipper Consultants to look into alternatives

Richard Caudle-Skipper Consultants

- The strips were installed fall of 2021 (a year and a half ago), this is not enough time to evaluate the effectiveness of the rumble strips
- Can look at pre-cursors to crash to see if motorists slow down at curve
- One possible alternative would be a flashing light in the place of the rumble strips
- Would be opposed to removing the rumble strips and not doing anything in its place to warn motorists of the dangerous intersection ahead

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

2. EXECUTIVE SESSION

Council President Virginia Smith made a motion that the City Council convenes in executive session to discuss real estate matters and that the City Council shall reconvene 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 Member Shelton. 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
 Lloyd C. Shelton

Nays: None

3. ADJOURNMENT

There being no further matters for discussion Council President Virginia Smith adjourned the pre-meeting at approximately 6:40 pm.

4. 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 March 27, 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.

City Clerk, Approved by
City Council April 10, 2023

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
MARCH 27, 2023**

[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 7:03 p.m. on the 27th day of March, 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
Lloyd C. Shelton
Gerald A. Garner

Absent: Graham L. Smith
Stewart Welch III, Mayor

Also present were City Attorney Carl Johnson, 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:

Approval of the minutes of the March 13, 2023, regular meeting of the City Council

2023-049	Authorize an Intergovernmental Agreement with Jefferson County with respect to contingency funding to support the Electronic Collection Event held at the Birmingham Zoo.	Exhibit 1, Appendix 1
2023-050	Accept the supplemental proposal submitted by Sain Associates with respect to additional services regarding the roundabout project.	Exhibit 2, Appendix 2
2023-051	Authorize the agreement for additional consulting services submitted by Schoel Engineering Company for the redesign of drainage improvements at Pine Crest Road and Canterbury UMC	Exhibit 3, Appendix 3
2023-052	Authorize the sale or disposal of certain surplus property	Exhibit 4, Appendix 4
2023-053	Authorize the contractor agreement with Stone and Sons Electrical for the installation of LED lighting inside the Parks and Recreation building.	Exhibit 5, Appendix 5

2023-054	Award the bid [B-20230301-854] for two (2) Turf Mowers to Ladd's Golf and Turf LLC	Exhibit 6, Appendix 6
2023-055	Authorize a monthly expense allowance and budget amendment for the City Clerk III position to commence in April of 2023	Exhibit 7, Appendix 7
2023-056	Amend the City's Storm Water Management Program Plan (SWMPP)	Exhibit 8, Appendix 8
2023-057	Appoint Dustin Dew as a supernumerary member of the Board of Landscape Design	Exhibit 9, Appendix 9

Thereupon, the foregoing minutes and resolutions (Nos. 2023-049 through 2023-057), were introduced by Council President Virginia Smith and a motion for their immediate adoption made by Council Member Garner. The minutes and resolutions were then considered by the City Council. Council Member Shelton seconded the motion to adopt the foregoing minutes and resolutions. Then, upon the question being put and the roll called, the vote was recorded as follows:

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

Nays: None

Abstained: None

Council President Virginia Smith thereupon declared that said minutes and resolutions (Nos. 2023-049 through 2023-057) were adopted by a vote of 4—0 and as evidence thereof she signed the same.

2. CONSIDERATION: ORDINANCE NO. 2139 RE-AFFIRMING VOTING DISTRICTS PREVIOUSLY ESTABLISHED UPON THE ADOPTION OF ORDINANCE NO. 1624, ASSIGNING POLLING LOCATIONS, AND PERMANENTLY REMOVING ONE POLLING LOCATION (CHEROKEE BEND) WITHIN THE CORPORATE LIMITS OF THE CITY OF MOUNTAIN BROOK FOR CONVENIENCE AND SAFETY CONSIDERATIONS WITH RESPECT TO ALL MUNICIPAL (GENERAL, RUN-OFF, AND SPECIAL) ELECTIONS EFFECTIVE MARCH 27, 2023

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

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

Nays: None

Council President Virginia Smith declared the motion carried by a vote of 4—0.

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

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

Nays: None

Council President Virginia Smith declared that the ordinance (No. 2139) is hereby adopted by a vote of 4—0 and, as evidence thereof, she signed the same.

3. ANNOUNCEMENT

Council President Virginia Smith announced the next regular meeting of the City Council is April 10, 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 7:04 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 regular meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Council Chamber (Room A-108) on March 27, 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 April 10, 2023

EXHIBIT 1

RESOLUTION NO. 2023-049

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the execution of a Intergovernmental Agreement between the City and Jefferson County, in the form as attached hereto as Exhibit A, with respect to contingency funding to support the Electronic Collection Event held at the Birmingham Zoo

APPENDIX 1

RESOLUTION NO. 2023-060

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that _____ is hereby appointed to the Mountain Brook Board of Education, to serve without compensation for the five (5) year term ending May 31, 2028.

ADOPTED: This 10th day of April, 2023.

Council President

APPROVED: This 10th day of April, 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 April 10, 2023, as same appears in the minutes of record of said meeting.

City Clerk

RESOLUTION NO. 2023-061

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the execution of the Inter-Jurisdictional Automatic Aid agreement between the City and the City of Vestavia Hills Fire Department with respect to the Structure Fire Incident Reports.

ADOPTED: This 10th day of April, 2023.

Council President

APPROVED: This 10th day of April, 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 April 10, 2023, as same appears in the minutes of record of said meeting.

City Clerk

**INTER-JURISDICTIONAL AUTOMATIC AID AGREEMENT
FOR STRUCTURE FIRE INCIDENT REPORTS**

This **Inter-Jurisdictional Automatic Aid Agreement for Structure Fire Reports** (the "Agreement") is entered by and between the **City of Mountain Brook, Alabama**, on behalf of its Fire Department, (hereinafter "MBFD") and the **City of Vestavia Hills, Alabama**, on behalf of its Fire Department (hereinafter "VHFD"). MBFD and VHFD herein may be referenced individually as a "Party" or collectively as "Parties." This Agreement shall become effective on the date last signed below by a Party (the "Effective Date").

W I T N E S E T H:

WHEREAS, each Party maintains and operates their own fire department (including separate personnel and equipment) to furnish fire and other emergency services in their respective jurisdictions;

WHEREAS, the jurisdictional boundaries of the cities that the Parties serve adjoin in many locations throughout Jefferson County, Alabama;

WHEREAS, a fire department generally serves a particular jurisdiction and is the responding agency for fire or emergency alarms and calls for service that originate in that jurisdiction;

WHEREAS, presently, both Parties use the services of the Shelby County Emergency Management Communications District (the "911 Call Center") to receive 911 calls that are made in or concern incidents occurring in their jurisdictions, and the 911 Call Center dispatches public safety agencies that serve their respective cities to respond to those incidents;

WHEREAS, the Parties desire to enter this Agreement whereby each of them will assist the other as set forth herein if the 911 Call Center receives a reported or confirmed fire incident report involving a structure (a "Structure Fire Incident Report") that is located in either of their jurisdictions; and

WHEREAS, it is mutually beneficial to the Parties and in the public interest of citizens in their respective jurisdictions for MBFD and VHFD to automatically respond to Structure Fire Incident Reports related to either of their jurisdictions.

WHEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties enter this Agreement pursuant to the following terms, provisions and conditions:

1. Automatic Response by Both Parties to Structure Fire Incident Reports. In lieu of a Party specifically requesting assistance from the other on a mutual aid basis, MBFD and VHFD agree to automatically respond to calls regarding a Structure Fire Incident Reports processed through the 911 Call Center regarding locations in their own or the other's jurisdiction.
2. Automatic Aid Procedures. The following procedures apply when MBFD and VHFD respond to Structure Fire Incident Reports occurring in either of their jurisdictions:

- (a) upon report of a Structure Fire Incident Report regarding a location in either the City of Mountain Brook or the City of Vestavia Hills, the 911 Call Center Dispatch Center will dispatch both the MBFD and VHFD to that location without regard to which city in which the incident occurs;
 - (b) if facilities and personnel are available, MBFD will respond to reported or confirmed structure fires occurring within the City of Vestavia Hills with one staffed Engine Company;
 - (c) if facilities and personnel are available, VHFD will respond to reported or confirmed structure fires occurring within the City of Mountain Brook with one staffed Engine Company;
 - (d) the officer in charge of the unit for the Party that arrives first at the location of an incident will establish command at the scene of the emergency. After units from both Parties arrive, incident command will remain with that Party and officer if the incident is occurring at a location in the jurisdiction of the first arriving unit. If the location of the incident is outside the jurisdiction of the first arriving unit, incident command will transfer to the Party in whose jurisdiction the incident is occurring when it is reasonably practical to relieve the initial officer and Party in charge;
 - (e) each Party maintains and utilizes their own radio channel to communicate between their respective companies, units, and personnel. The Parties agree that, during the course of operations contemplated under this Agreement, the companies, units, and personnel of both Parties who respond to a Structure Fire Incident Report hereunder will operate and communicate on the radio channel of the Party in whose jurisdiction the incident is occurring; and
 - (f) each Party is responsible to train its own personnel, companies, and units which will perform operations contemplated hereunder. Notwithstanding, the Parties may develop deployment plans for personnel and equipment (assuming same are available) when both Parties are dispatched to respond to a Structure Fire Incident Report.
3. Scope of Services. When a Party is dispatched hereunder to perform emergency services outside its jurisdiction, none of its officers or employees are expected or obligated to perform any type of service or function at that location that is different from those that such Party performs within its jurisdiction.
4. Supervision. Subject to the understandings in section 2(d) above, the supervision of workers, rendition and standards of performing services, discipline, and other matters incident to performance of services by a Party shall remain with the department and supervisors of the department employing the respective workers who provide services. To that end, any disputes, disagreements, or questions concerning the level of services and standards of performance of services by either Party at the location of an incident or concerning a Structure Fire Incident Report shall be determined by MBFD's Fire Chief if

those questions concern or relate to MBFD employees or by VHFD's Fire Chief if they concern or relate to VHFD employees.

5. Employee Status. In performing the services and functions contemplated in this Agreement, the Parties intend that the persons employed by them shall at all times be considered and remain as employees and representatives of the employing department. In no event shall workers of one Party have any claim or right to compensation or benefits of any type (including, without limitation, salary, wages, worker's compensation, pension or other benefits paid by either of them to their employees) or other employment rights or privileges that are granted by operation of law or otherwise extended by the other Party to their employees.

6. Liabilities and Responsibilities.

(a) Neither of the Parties or their respective officers and employees assume or shall be deemed to have assumed any liability or responsibility for the acts, omissions, and negligence of the other Party (or their officers or employees) in the performance of functions, operations, and activities contemplated in this Agreement. The City of Mountain Brook and the City of Vestavia Hills waive and release each other from any claims, demands, liabilities, actions, or suits of any kind (including any claim for contribution or indemnification) seeking compensation for property loss, personal injury or death, or other damages of any type (hereinafter a "Claim(s)") occurring as a consequence of the performance or failure of either department to perform their respective responsibilities under this Agreement;

(b) With respect to Claims or matters related or arising from operations contemplated hereunder, the Parties intend that they have responsibility only for the conduct and operations of their own department, employees, or officers, and that neither shall bear or have responsibility to the other (or be deemed to have responsibility to the other) or to any third party for their conduct or omissions. Accordingly, if a third party asserts a Claim against either Party arising from the performance or nonperformance by either of them of responsibilities contemplated hereunder, each Party is responsible to defend itself from any such claim made against them (or their respective officers or employees) at their own expense;

(c) All privileges and immunities from liability, exemption from Claims or laws, ordinances and rules, benefit of pensions and relief, disability, workman's compensation and other benefits which apply to a Party (or their officers or employees) when performing public safety functions within their own jurisdictional limits also apply to the same degree and extent when, as contemplated hereunder, a Party (or their officers and employees) performs those functions outside their own jurisdiction;

(d) All liability for workers compensation benefits or other Claims for injury to personnel employed by a Party, and for loss or damage of equipment owned

or utilized by either of them, exclusively shall be borne by the Party employing such personnel and owning such equipment.

(e) The cost of fuel, expendable supplies, and other expense of operations contemplated hereunder shall be the responsibility of the Party providing that equipment, consuming those supplies, and performing those operations.

(e) All compensation for personnel (including, but not limited to, salaries, pensions, and other benefits) who perform services contemplated hereunder shall be borne by the Party employing such personnel.

(f) MBFD shall not be liable or responsible for the actions or inactions of VHFD (or their officers or employees) in performing or failing to perform operations contemplated hereunder, including, but not limited to, VHFD not responding to incident reports after being notified by the 911 Call Center. Similarly, VHFD shall not be liable or responsible for the actions or inactions of MBFD (or their officers or employees) in performing or failing to perform operations contemplated hereunder, including, but not limited to, MBFD not responding to incident reports after being notified by the 911 Call Center.

7. Effective Date & Term of Contract. The term of this Agreement shall begin on the Effective Date and remain in effect until terminated by mutual agreement; provided, however, either Party may terminate said Agreement by giving at least thirty (30) days' advance written notice to the other Party at the address indicated below.
8. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Alabama.
9. Integration/No Amendment/ No Waiver. This Agreement constitutes the entire agreement between the MBFD and VHFD with respect to the matters herein. Any discussions, understandings, or agreements concerning those matters not expressed herein are merged into this Agreement and of no effect. Further, this Agreement may not be amended or its provisions or rights hereunder waived by either Party except in a writing signed by both Parties.
10. Partial Invalidity. If any portion of this Agreement is determined to be invalid, void, or otherwise unenforceable, the remaining portions of it shall remain valid and of full force and effect.
11. Successors and Assigns. This Agreement shall be binding upon the successors and assigns of the Parties.
12. Counterpart Signatures. This Agreement may be executed in multiple counterparts which shall be construed together as a single original instrument, and, when executed, each counterpart shall be binding upon and inure to the benefit of each party whether reproduced in photographic, digital, computer, or other electronic form.

(Signature Page Follows)

The undersigned, duly authorized representatives of the Parties execute this Agreement on behalf of their respective organizations.

CITY OF MOUNTAIN BROOK, ALABAMA, on behalf of its Fire Department

By: _____
Sam Gaston

Its: City Manager

Date: _____, 2023

By: Chris J. Mullins
Chris J. Mullins

Its: Fire Chief

Date: March 21, 2023

Administrative Address:
102 Tibbett Street
Birmingham, Alabama 35213

CITY OF VESTAVIA HILLS, ALABAMA on behalf of the VHFD

By: _____
Jeff Downes

Its: City Manager

Date: _____, 2023

By: _____
Marvin Green

Its: Fire Chief

Date: _____, 2023

Administrative Address:
1032 Montgomery Highway
Vestavia, Alabama 35216

RESOLUTION NO. 2023-062

**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 equipment, as described in the form as attached hereto as Exhibit A, owned by the City of Mountain Brook, Alabama are no longer needed for public or municipal purposes and is hereby declared surplus property; and

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 or to dispose of said items not sold.

ADOPTED: This 10th day of April, 2023.

Council President

APPROVED: This 10th day of April, 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 April 10, 2023, as same appears in the minutes of record of said meeting.

City Clerk

Aerator

Brand: Ryan

Model # N/A

Serial # N/A

Size: 72"

Unit is a three point hitch type and has hollow core spikes



Gravely zero turn mower

Model # 991079

Serial # 030003

Other ID: Pro turn 148

Hours : 965.1

Engine: Kawasaki FX691V gas

48" deck

Mower is in fair condition

Needs battery and blades will not engage



Infield Rake

Brand: Toro

Model # 08705

Serial # 280000327

Other ID: Sand Pro 5040

Gas powered

Unit is in poor condition and does not run

Unit has front lip broom attachment



Zero TurnLawn Mower

Brand: Gravely

Model # 991089

Serial # 020174

Other ID: Compact 44

Size: 44" cut

Kawasaki gas engine

Unit is in poor condition and is considered parts only



Pressure Washer

Brand: North Star

Model # 3163959

Serial # 157815206

Size: 5000 PSI

Unit is gas powered

Unit is in fair condition

Unit runs until it reaches operating temp and shuts off



Ryan sod cutter

Model # 544945

Serial # 99507809

18" cutting width, gas powered

Unit does not run.



Spray Tank

Brand: Original

Model # 200698

Serial # N/A

Size: 50 gallon

Three point hitch type

PTO operated

Unit is in poor condition/ has spray wand and pressure regulator



Rotary Mower

Brand: Toro

Model # 30849

Serial # 311000118

Other ID: Groundsmaster 3505D

Year: 2011

Hours: 3646.7

72" cut

Diesel powered

Unit is in poor condition

Unit is not complete/ parts only



Rotary Mower

Brand: Toro

Model # 30849

Serial # 311000122

Other ID: Groundsmaster 3505D

Year: 2011

Hours: 3373.9

Diesel powered

72" cut

Unit is operational and is in fair condition



Toro Cart

Brand: Toro

Model # 07367

Serial # 311000164

Other ID: Workman HDX

Size: 2 seat / 5ft dump bed / 2wd

Hours: N/A

Unit does not run and is considered parts only / poor condition

Unit is gas powered



Vicon Seeder

Brand: Vicon

Model# PS-403

Serial# 75404-09-1087

Seed/Fertilizer spreader

Pendulum type spreader

PTO driven

Unit is in fair condition and does not come with PTO shaft



Surplus

Chair – Seat is about 18.5" H. The back rest is broken at the top.

The library does not have a loading deck, and staff are not available to assist with moving/loading.



Public Works Equipment ready for surplus as of April 2023:

Vehicles:

- 2010 International Dump Truck. VIN: 1HTJTSKM3AH216535. Current OD: 64571 mi, 7691 hrs.
- 2002 STERLING ACTERRA Knuckle boom. 5.9 Cummins engine. VIN: 2FZABYBV22AK26430. Current OD: 43365 mi, 4471 hrs.
- 2015 F-450 crew cab w/landscape bed. VIN: 1FDOW4GYXFEA83123. Current OD: 42260mi
- 2010 Crown Vic (Black) VIN: 2FABP7EVXAX146500. Current OD: 129166
- 2007 Crown Vic (Gold) VIN: 2FAHP71WX7X142416. Current OD: 124614

Small Equipment:

- (X2) Honda 3000 watt Generators
- Coleman 2250 watt generator
- Extreme 6500 watt generator

- Electric oil filter compactor unit
- Corgi EM8540 tire balancing machine
- Gravely zero turn mower, Compact-Pro 44 Commercial
- Honda-Wacker motorized packer
- VP1135 Wacker motorized packer
- Whiteman Motorized Concrete Mixer
- Mulitquip concrete mixer w/Honda 8hp engine
- Target Portacut IV concrete saw w/Honda 20hp engine
- Jacobsen reel mower Tri-King 1900D
- Amco brake lathe machine
- Craftsman VT3000 riding mower w/21hp Briggs and Stratton engine
- Frontier BL1130 PTO driven blower

RESOLUTION NO. 2023-063

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that beginning at 12:01 a.m. on Friday, July 21, 2023, and ending at twelve midnight on Sunday, July 23, 2023, the City of Mountain Brook will exempt certain school supplies, computers, and clothing from municipal sales or use tax. Said sales and use tax exemption shall conform with respect to the time period, terms and conditions, and definitions as provided for the “Back-to-School” Sales Tax Holiday.

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Clerk is hereby instructed to send a certified copy of this resolution to the Alabama Department of Revenue, Attention: Pamela Spears, Sales, Use & Business Tax Division, Post Office Box 327900, Montgomery, Alabama 36132-7900, (pspears@revenue.alabama.gov), or fax (334) 242-8919 as required by Sales Tax Holiday Rule 810-6-3-.65 and Code of Alabama 1975, §11-51-210(e).

ADOPTED: This 10th day of April, 2023.

Council President

APPROVED: This 10th day of April, 2023.

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 April 10, 2023, as same appears in the minutes of record of said meeting.

City Clerk

March 14, 2023

2023 “Back-to-School” Sales Tax Holiday

July 21-23, 2023

Deadline to notify ADOR: June 21, 2023

The 2023 “Back-to-School” Sales Tax Holiday begins at 12:01 a.m. on Friday, July 21, 2023, and ends at twelve midnight on Sunday, July 23, 2023. As required by Rule 810-6-3-.65, a participating county or municipality shall submit a certified copy of their adopted resolution or ordinance providing for the Sales Tax Holiday, and any subsequent amendments thereof, to the Alabama Department of Revenue before June 21, 2023. The Department will compile this information into a list of all counties and municipalities participating in the “Back-to-School” Sales Tax Holiday and issue a current publication of the list on its website at: <https://revenue.alabama.gov/sales-use/sales-tax-holidays/>. Notification of participation in the sales tax holiday may not be included in the published list if received after June 21, 2023.

Retail businesses and the public need to know whether or not your locality will participate in the 2023 “Back-to-School” Sales Tax Holiday. Please put it on your calendar to discuss and vote on this matter soon and notify the ADOR of the decision.

IMPORTANT

RESPONSE REQUIRED

IMPORTANT

Participating? Send a certified copy of any resolution, ordinance, or amendment adopted by your locality.

Not Participating? Send an email, fax or letter (with signature line) stating: “The (City/Town/County) of _____ will not be participating in the 2022 Back-to-School Sales tax holiday.” It is important that you inform us of that fact, otherwise, retailers and the public wonder if you are participating and forgot to notify the Department of Revenue.

Retailers and the public rely on the list provided by the Department of Revenue and the Department cannot post a locality’s participation status based on assumption; notification of nonparticipation or a copy of the resolution/ordinance from the locality is required.

Notification can be faxed, mailed or emailed:

FAX: 334-242-8916

MAIL: ALABAMA DEPARTMENT OF REVENUE

EMAIL: pspears@revenue.alabama.gov

ATTN: Pamela Spears

Sales & Use Tax Division

Post Office Box 327900

QUESTIONS: 334-242-1443

Montgomery, Alabama 36132-7900

ORDINANCE NO. 2140

**AN ORDINANCE TO PROVIDE FOR A STOP SIGN ON
LEWIS CIRCLE AT ITS INTERSECTION WITH WEATHERTON DRIVE
AND TO PROVIDE FOR PUNISHMENT THEREOF**

BE IT ORDAINED by the City Council of the City of Mountain Brook, Alabama, as follows:

Section 1. It shall be unlawful for the driver of any vehicle to cause or allow such vehicle traveling southbound along Lewis Circle to enter its intersection with Weatherton Drive when there is standing at such intersection a “Stop” sign facing in the direction of such driver without having first brought such vehicle to a complete stop within ten (10) feet of said intersection.

Section 2. Any person violating the provisions of this ordinance shall be punished by a fine not to exceed \$500.00, or by imprisonment not to exceed 180 days, or both.

Section 3. All ordinances or portions of ordinances conflicting with this ordinance are hereby repealed.

Section 4. This ordinance shall become effective when published as required by law.

ADOPTED: This 10th day of April, 2023.

Council President

APPROVED: This 10th day of April, 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 an ordinance adopted by the City Council of the City of Mountain Brook, Alabama, at its meeting held on this 10th day of April, 2023, as same appears in the minutes of record of said meeting, and published by posting copies thereof on April 11, 2023, at the following public places, which copies remained posted for five (5) days as required by law.

City Hall, 56 Church Street
Gilchrist Pharmacy, 2850 Cahaba Road

Overton Park, 3020 Overton Road
Cahaba River Walk, 3503 Overton Road

City Clerk



CITY OF MOUNTAIN BROOK

56 Church Street
P.O. Box 130009
Mountain Brook, Alabama 35213
Telephone: 205.802.3803
Fax: 205.870.3577
gastons@mtnbrook.org

SAM S. GASTON
CITY MANAGER

March 30, 2023

Dear Resident,

The City of Mountain Brook has received a request for a stop sign on Lewis Circle at Weatherton Drive. (See attached map). Since this is an “uncontrolled intersection”, our Police Department recommends the placement of a stop sign.

The Mountain Brook City Council will consider an ordinance at its April 10th meeting to place a stop sign on Lewis Circle at Weatherton Drive. The meeting will begin at 7:00 pm. You are invited to attend to give your comments on this proposal.

If you cannot attend on April 10th, but would like to provide input on this proposed stop sign, please feel free to contact me at (205) 802-3803 or gastons@mtnbrook.org.

Sincerely,

Sam S. Gaston
City Manager

Lewis Circle And Weatherton Drive

