

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

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

APRIL 10, 2023, 6:00 P.M.

As a matter of convenience, members of the public are invited to listen, observe and participate in public meetings by Internet video conference. Presenters and others interested in a particular matter for discussion are encouraged to attend the meeting in-person. The City is not responsible for technical issues that may occur that interfere with the virtual meeting. The City Council, at its sole discretion, may proceed with its in-person business meeting regardless of whether virtual attendees can hear and/or observe the proceedings. The City intends to make the meeting available by way of the Zoom app (re: Meeting ID 801-559-1126, password 04102023)

1. Teresa Callahan to address the City Council regarding the dog ban on playing fields (See attached information.)
2. Drainage options for Richmar Drive and Mountain Avenue-Mark Simpson of Schoel Engineering (See attached information.)
3. Review of City Codes and Ordinances regarding storm water management-William Thomas of Schoel Engineering (See attached information.)
4. Schoel's proposal to amend the FEMA flood map for Mountain Brook Village-William Thomas of Schoel Engineering (See attached information. This item may be added to the formal agenda.)
5. Amendment to City Code for building permits for large residential construction projects-Glen Merchant and Whit Colvin (See attached information.)

Date: April 6, 2023

To: Council Members

From: Shanda Williams, Parks and Recreation

Subject: Feedback on Dog Ban

It has been about 6-7 months since dogs have been banned from the parks and sports fields. I asked representatives from each sports group and the principals from each school about their experience since then.

I have not heard from everyone, but the feedback has been mixed.

MBA hasn't been through a whole season yet, but they have not had any negative issues with dogs like they have had in the past. I believe they are still supportive of the ban.

The Jr High field has been under construction for most of the time so they do not have any feedback.

Soccer and the MBHS principal have a neutral stance on the subject.

MBE would like to keep the ban in place, but have better enforcement. They are still seeing dogs during school hours and evidence of dogs being on the field.

I still need to hear back from Crestline Elementary and may have more information to offer by Monday. With the construction going on there, they may not have much feedback to give.

As far as our department's experiences go, things have been better. Our fields and parks are looking better with no yellow spots or holes. We don't get as much dog waste in the tires of the mowers and tracked elsewhere as much. We still see evidence that a few people are bringing dogs to the Athletic Complex and other fields and letting them defecate on the concrete and fields (including the turf fields) and leaving it.

Overall, I think we need more time to evaluate the effects of not having dogs in the parks and fields. Sports haven't had a full season and PE/recess will be more active as the weather warms up. We may be able to re-visit this before summer and get more feedback from everyone.

The Cut-Drainage Study

November 20, 2022

Revised: February 9, 2023

Revised: April 4, 2023

The area near the intersection of Richmar Drive and Mountain Lane, locally known as “The Cut”, is the focus of this study. For clarity, the study area has been divided into three areas, as described below. Development of the study has utilized recent field survey data, pictures and accounts from affected citizens in the area, and multiple site visits.

The hydrologic modeling used for this study leveraged and extended the previous modeling in the downstream areas, allowing for the evaluation of downstream effects. This study considers the planned stormwater improvements in and around the Junior High campus to be complete and in-place.

Area 1-Mountain Lane and Montevallo Lane Intersection, “The Cut” Open Channel Area

Flood water has been observed in the intersection of Mountain Ln and Montevallo Ln, at the immediate upstream end of The Cut. Overland floodwater has also been observed crossing the front lawn of 26 Montevallo Ln as it flows to The Cut.

Field survey shows a 48” pipe entering from the northeast across Mountain Ln, and at least three more smaller pipes entering The Cut and originating from just south of the intersection.

The drainage area to this point is approximately 77 acres: 56 acres originating in the direction of the 48” pipe, and the remaining 21 acres from south of Mountain Lane.

A lack of surface collection inlets and associated piping is believed to be the primary cause of the excess surface water in this area.

A schematic plan has been developed to capture the surface water on Mountain Ln and Montevallo and direct it through a series of new pipes to the open channel in The Cut. A dependent improvement to the open channel in The Cut will be needed to accommodate the improvements. This work would include clearing the existing vegetation, performing grading, and some minor structural modifications to the headwall of the 48” pipe that drains the channel.

The channel occupies a city alley way that contains available area that could allow the channel volume to be expanded. This additional volume, in combination with some improvements to the headwall of the 48” pipe would provide some increase in overall capacity of the system for the smaller, more frequent storms. However, this is not intended to mitigate the flooding that can result from larger events.

Estimated Probable Construction Cost \$ 620,000

Area 2- Richmar Drive and Mountain Lane "The Cut" and Area 3- Open Channel Between Lots on Richmar Drive and Hilldale Road

Prior work in this study identified the 48" pipe in The Cut channel as deficient. The improvement presented included replacing the pipe with a larger one, depending on certain site conditions. These improvements were deemed not viable for the reasons outlined below:

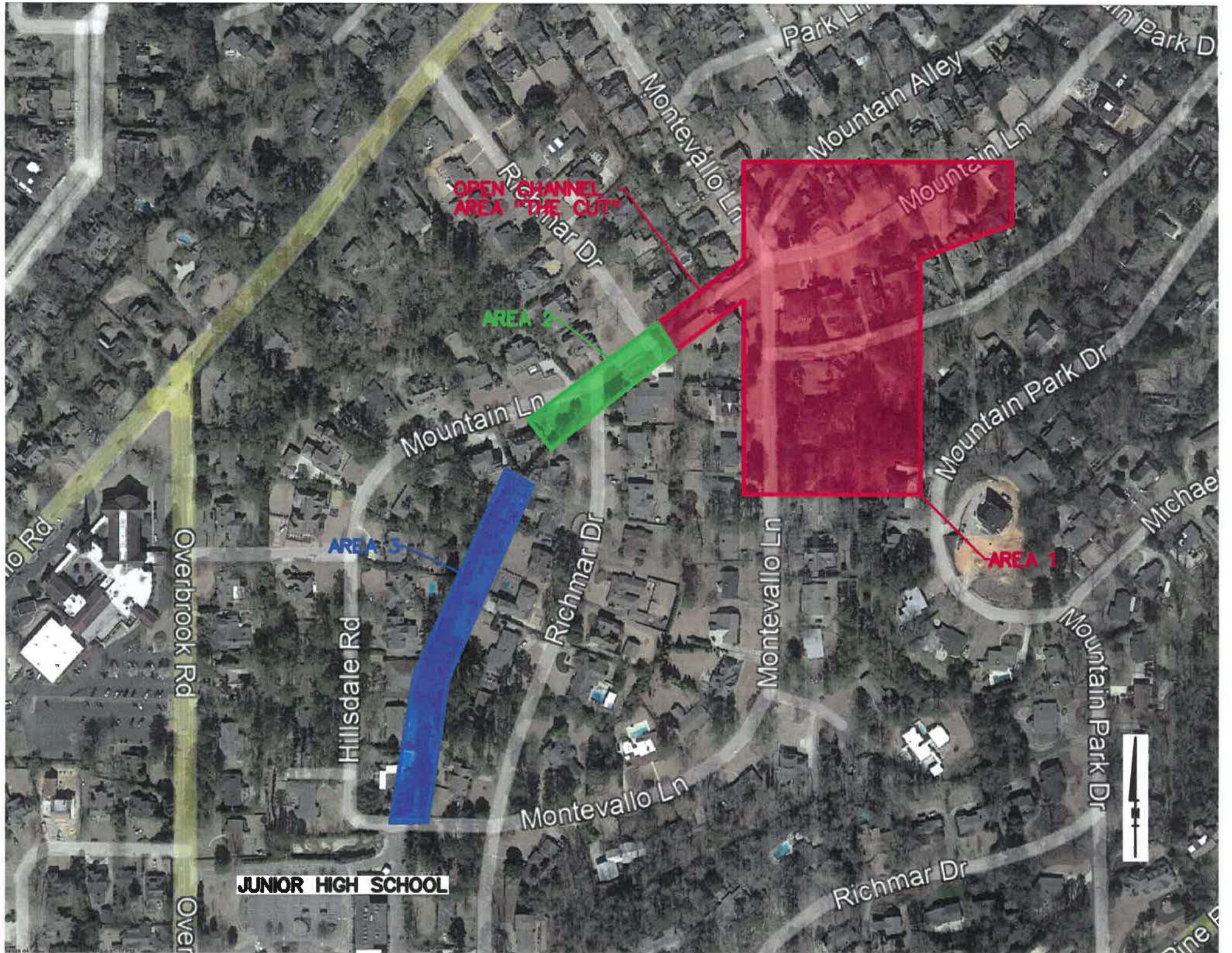
- The receiving channel between the lots on Richmar Dr and Hilldale Road would require significant upgrades to mitigate the expected increases in peak flow and volume that would occur during a peak event. However, general maintenance to the channel is still recommended to ensure the channel functions at capacity.
- The analysis showed that replacing the pipe at The Cut would result in increases in peak flows downstream of the area, with no reasonable option to mitigate these increases, either by upgrading the primary conveyance system or by creating some type of detention system.

In consideration of these conditions, focus shifted with the goal to manage the potential flood water on Richmar Dr during a peak flood event.

Richmar Dr is lined with valley gutters intended to direct the stormwater south to Montevallo Ln. The lots on the west side of Richmar Dr generally sit at or below the elevation of the road (the east side lots are much higher than street elevation). In the front lawn of several of the lots, there is an elevated area, somewhat like a berm just behind the valley gutter. This increases the depth to which water must rise in the street before it enters the lot. However, near the upper end, a couple of lots do not contain this landscape feature. Also, most driveways contain driveway spanners located in the valley gutter which reduces the water carrying capacity of the gutter. This is especially problematic for the lots that do not contain the natural or built-in protective feature. During a heavy storm event, water can be ejected by the gutter, especially near the spanners, and allowed to flow down gradient into the lots.

One solution is to elevate the area behind the curb in select areas, and for or a couple of the lots, this will include elevating a portion of the driveway.

An alternative option was considered to add a new inlet and pipe network along Richmar Dr that would capture and convey the floodwater south to Montevallo Ln. This would require a significant number of inlets and a long pipe network. The improvements to the lots mentioned previously (to some degree) would also be required, otherwise the potential would still exist for water to enter the lots. A pipe and inlet system like this would be a significant cost and the addition of such would primarily be intended to manage floodwater during peak events.



OPEN CHANNEL
AREA "THE CUT"

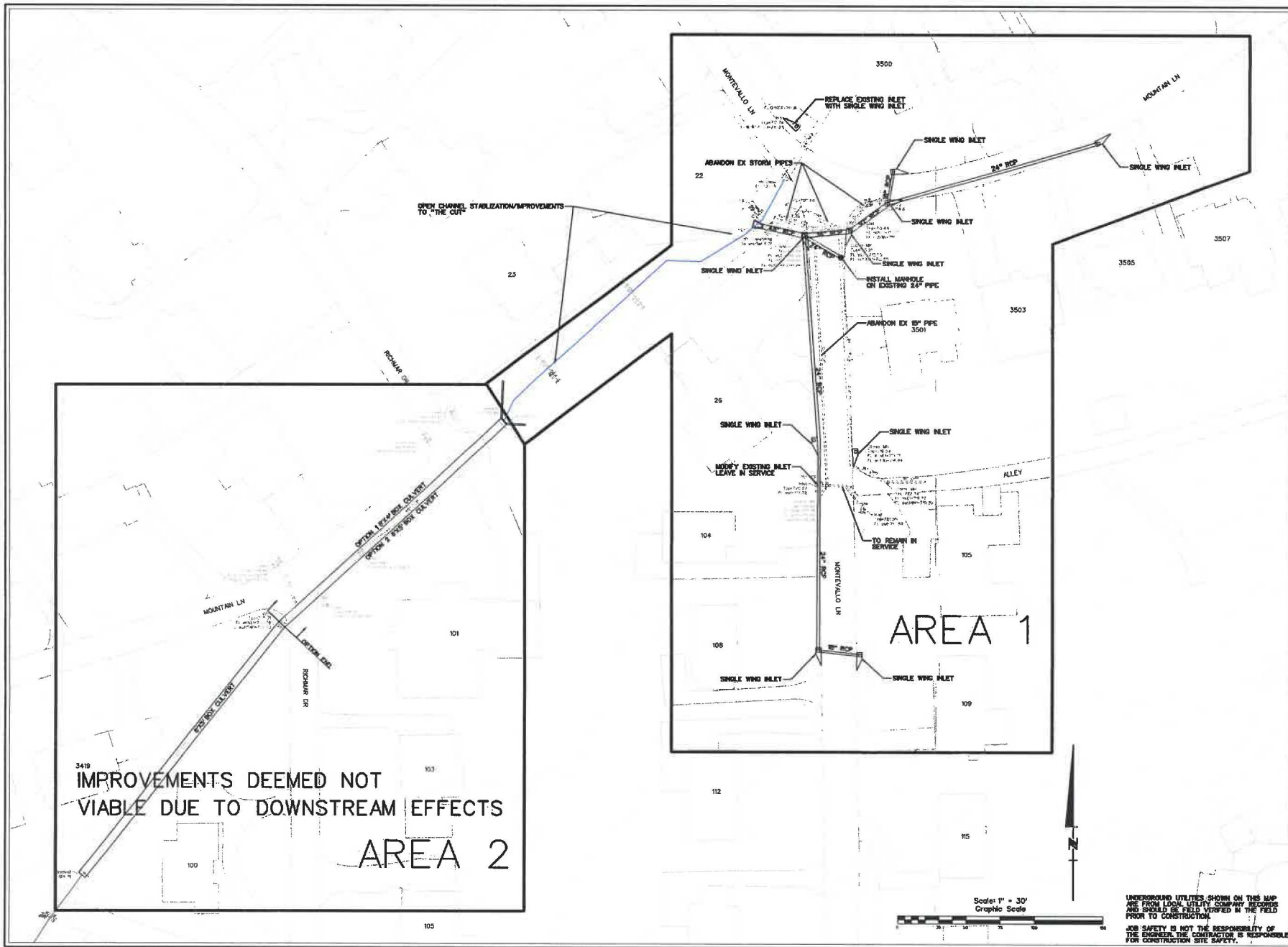
AREA 2

AREA 3

AREA 1

JUNIOR HIGH SCHOOL





RICHMAR DR AND MOUNTAIN LN
 "THE CUT"
 DRAINAGE IMPROVEMENTS
 MOUNTAIN BROOK, ALABAMA

DRAWN BY: M.E.S.

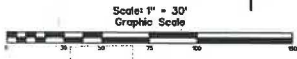
SCHEMATIC PLAN: NOV 2022

REVISIONS:	DATE
#1	02/08/23
#2	04/05/23

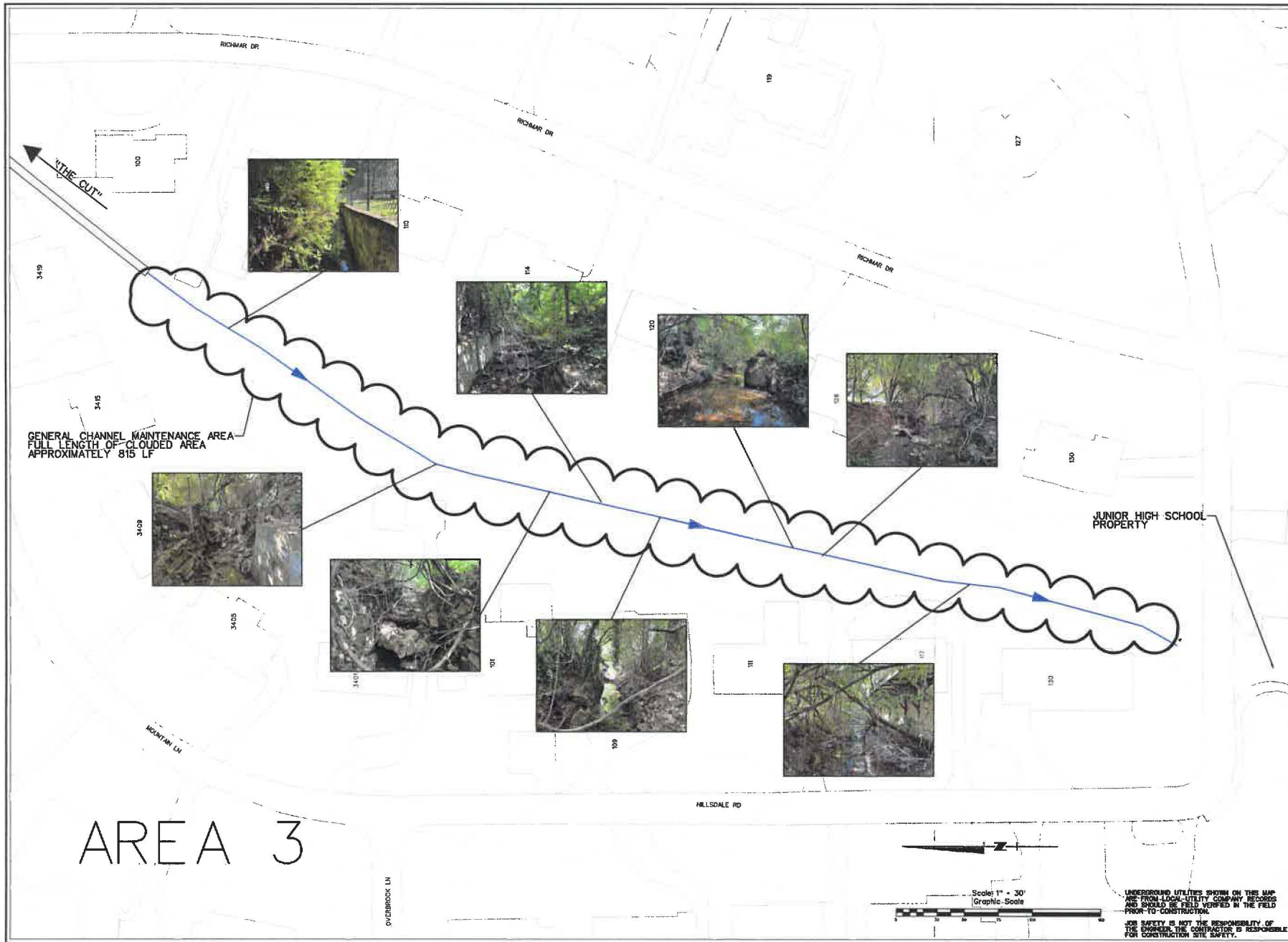
PRELIMINARY DRAINAGE IMPROVEMENTS

DRAWN BY: M.E.S.
FILENAME:

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



IMPROVEMENTS DEEMED NOT
 VIABLE DUE TO DOWNSTREAM EFFECTS
AREA 2



RICHMAR DR AND MOUNTAIN LN
 "THE CUT"
 DRAINAGE IMPROVEMENTS
 MOUNTAIN BROOK, ALABAMA

DRAWING SET:
 SCHEMATIC PLAN- NOV 2022
 REVISIONS:

PRELIMINARY DRAINAGE
 IMPROVEMENTS

DRAWN BY: M.E.S.
 FILE NAME:

02/13/2025 09:26:22

UNDERGROUND UTILITIES SHOWN ON THIS MAP
 ARE FROM LOCAL UTILITY COMPANY RECORDS
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Recommended Changes to the City of Mountain Brook Detention Ordinance Executive Summary

Background

The City of Mountain Brook has several watersheds or drainage basins with aging infrastructure that struggle to safely convey stormwater runoff during large rainfall events. Continued development pressure and additions to existing structures further tax these already strained stormwater drainage systems and exacerbate the drainage problems. As trees and grassed areas are covered by impermeable surfaces, such as rooftops, driveways, and parking lots, more of the rain becomes runoff and leaves the site at a faster rate. To mitigate the adverse effects of development to the existing storm drainage systems and downstream properties, a comprehensive review was conducted to identify and recommend new stormwater regulations.

Recommended Modifications to the Detention Ordinance

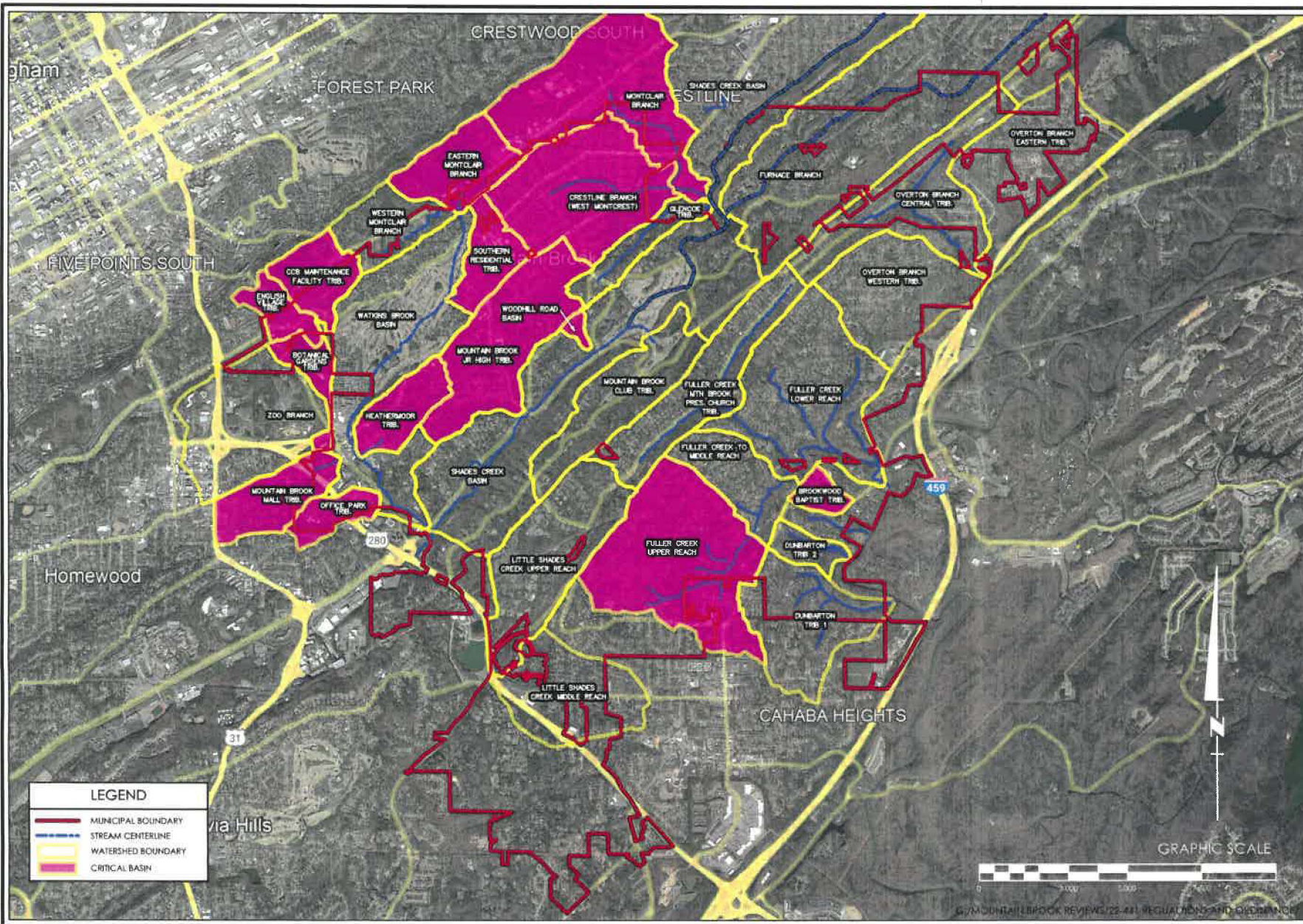
Watersheds determined to have existing stormwater infrastructure problems and/or subject to redevelopment pressure are deemed critical watersheds or *critical basins*. The proposed regulations will require a site-specific stormwater design for the proposed development that will manage increases in both stormwater runoff rate and volume to pre-development runoff rate and volume for specified design storm events. As a result, post-construction hydrology should mimic pre-development hydrology within the critical basin.

Specifically, development or redevelopment in critical basins are required to manage the runoff volume from the more frequent 1.1-inch rainfall event as well as ensure post-development peak runoff rates shall be less than or equal to pre-development values for the 2-year through the 100-year, 24-hour rainfall events. The runoff volume from the 1.1-inch rainfall event is termed the *Water Quality Volume (WQ_v)* and on average 85% of the rainfall events that occur in a given year are 1.1 inches or less. The WQ_v from the additional impervious area (or an equivalent area of existing impervious area) must be controlled onsite and infiltrated or managed with extended detention. For existing properties that exceed the maximum impervious area (maximum building area plus an additional (5) percent of the parcel area), any new development or improvement on the property will require a stormwater management design to mitigate the entire impervious area that is above the amount maximum allowable.

The stormwater management design shall be performed by a registered architect, landscape architect, or engineer. A written analysis or drainage report supported with design calculations shall be submitted along with plans and details to verify the adequacy of the stormwater management design for the property.

Table 1 – Critical Basin Summary

Watershed	Subbasin	Development Pressure	Infrastructure Problems	Severity	Critical Basin (Y/N)
Shades Creek	Furnace Branch	Average	Average	Low	N
	Crestline Branch (West Montcrest)	High	High	High	Y
	Glencoe Trib	Low	Low	Low	N
	Montclair Branch	High	High	High	Y
	Mountain Brook Club Trib	Average	Average	Low	N
	Mountain Brook Jr High Trib	High	High	High	Y
	Woodhill Road	Low	High	High	Y
Watkins Brook (Shades Creek)	Western Montclair Branch	Average	Average	Low	N
	Eastern Montclair Branch	Low	Average	High	Y
	Southern Residential Trib	High	High	High	Y
	CCB Maintenance Facility Trib	Average	High	High	Y
	English Village Trib	Average	High	High	Y
	Botanical Gardens Trib	Average	High	High	Y
	Heathermoor Trib	High	High	High	Y
	Mountain Brook Mall Trib	High	High	High	Y
	Office Park Trib	High	High	High	Y
Cahaba River	Fuller Creek Upper Reach	Average	High	High	Y
	Fuller Creek Middle Reach	Average	Low	Low	N
	Mt. Brook Presb Trib	Average	Low	Low	N
	Fuller Creek Lower Reach	Average	Low	Low	N
	Overton Branch Eastern Trib	Low	Low	Low	N
	Overton Branch Central Trib	Low	Low	Low	N
	Overton Branch Western Trib	Low	Low	Low	N
	Dunbarton Trib 1	Low	Low	Low	N
	Dunbarton Trib 2	Low	Low	Low	N
	Brookwood Baptist Trib	Low	High	High	Y
Little Shades Creek Basin (Cahaba River)	Little Shades Creek Upper Reach	Average	Low	Low	N
	Little Shades Creek Middle Reach	Average	Low	Low	N



CIVIL ENGINEERING | LAND SURVEYING | LANDSCAPE ARCHITECTURE
 ENVIRONMENTAL | WATER RESOURCES | LEAD GENERATION - MARKETING
SCHOEEL
 1601 22nd Street South | 7600 Memorial Pkwy SW Ste 259
 Birmingham, AL 35222-5158 | 205.328.1221
 BIRMINGHAM, AL 35222-5158 | 205.328.1221
 SCHOEEL.COM

**CRITICAL BASINS EXHIBIT
 MOUNTAIN BROOK, ALABAMA**

DATE: 04/05/2023
 SCALE: 1" = 3000'
Copyright © 2023 Schoeel Engineering & Construction, Inc.



G:\MOUNTAIN BROOK REVIEWS\22-441 REGULATIONS AND ORDINANCE



April 6, 2023

City of Mountain Brook
56 Church Street
Mountain Brook, AL 35213

Attention: Mr. Sam Gaston, City Manager

Project Reference: Lane Parke
Letter of Map Revision Based on Fill
Mountain Brook, Alabama

Dear Mr. Evans:

We appreciate the opportunity to offer this proposal for proposal for Hydraulic Consulting Services for the preparation and submittal of a Letter of Map Revision (LOMR) request for Watkins Brook to update the study to reflect the recently constructed Zoo Branch culvert and Lane Parke development, as a follow up to the published Conditional LOMR (CLOMR) Case No. 16-04-6738R dated February 13, 2017. This will revise the FEMA flood insurance rate maps for Mountain Brook along Watkins Brook from Montavallo Road to the upstream limits of detailed study within Birmingham Country Club.

We recognize that you had a choice in selecting your consultants and thank you for selecting Schoel. Schoel places a strong emphasis on collaboration and interdisciplinary design. We are enthusiastic about the opportunity to work with you on this project.

Enclosed you will find our proposal. Please contact us with any questions or if further discussion is needed.

We appreciate the opportunity to work with you on this project.

Yours very truly,

SCHOEL ENGINEERING CO., INC.

A handwritten signature in blue ink, appearing to read "William R. Thomas".

William R. Thomas, PE, CFM

Agreement for Consulting Services

Lane Parke As-Built Letter of Map Revision

April 6, 2023

This AGREEMENT, entered into by and between the **City of Mountain Brook**., hereinafter referred to as the **Client**, and **Schoel Engineering Company, Inc.**, hereinafter referred to as the **Consultant**, is for Hydraulic Consulting Services associated with the preparation and submittal of a Letter of Map Revision (LOMR) request for Watkins Brook within the City of Mountain Brook, Alabama.

PROJECT OVERVIEW

Phases I and II of the Lane Parke Development have been completed which include the construction of a new culvert to convey the Zoo Branch tributary and placement of fill to elevate the new structures above the base flood elevation. As a note, the replacement of the Zoo Branch culvert was part of the original Mountain Brook Village FEMA Mitigation Project. The Client is requesting an as-built Letter of Map Revision application be prepared and submitted to FEMA to revise the Flood Insurance Study and Flood Insurance Rate Maps to reflect the new conditions along Watkins Brook. The limit of the revisions will extend from Montevallo Road to a point upstream of the new culvert and Lane Parke development where the base flood elevations and floodway tie to the effective model. The detailed scope of work is as follows.

PROPOSED SCOPE & SERVICES

1. AS-BUILT SURVEY

The Consultant will utilize a subconsultant to fly the Lane Parke development and acquire airborne LiDAR to prepare an as-built survey of the project area for use in the modeling and mapping for the Letter of Map Revision (LOMR) submittal. In addition, ground control points will be field surveyed as well as channel cross sections upstream and downstream of the new Zoo Branch culvert. Any additional existing features that are identified during the Consultant's site visit to be significant for inclusion in the hydraulic model will also be surveyed.

- Establish site control from which all work will be referenced
- Airborne LiDAR Acquisition, Calibration and prepare deliverables
 - Ground Classified Point Cloud
 - Ground Surface model in CAD format
 - Feature extract of road edge, sidewalks, and buildings
- Field survey channel cross sections and Zoo Branch culvert flowlines and dimensions for the revision area
- Prepare as-built topographic map and as-built culvert drawings

Lump Sum Fee: \$ 26,145 (Subconsultant - \$18,745/Schoel \$7,400)

2. LETTER OF MAP REVISION

The Consultant will prepare and submit a Letter of Map Revision (LOMR) request to FEMA to revise the effective Flood Insurance Study and Flood Insurance Rate Maps for the Watkins Brook and Zoo Branch project area. The Consultant will utilize the models previously developed during the CLOMR for this task and update them based on as-built survey information. The Consultant will revise the mapping for the floodplain boundaries and floodway through the project area based on the revised models. The Consultant will supply the necessary computer models, documentation and exhibits for submission to FEMA. The FEMA CLOMR review fee of \$8,000 is not included in the Consultant's fee and will be provided by the Client. The detailed scope is as follows:

- Revise/modify previously created Pre-Project model based on the effective FEMA model(s) and existing conditions model to allow for direct comparison of project changes to flood elevations.
- Develop an As-Built Project model from the pre-project model to reflect the constructed project.
- Map the existing and as-built 100-yr and 500-yr floodplain and floodway
- Preparation of the topographic working map and annotated FIRM exhibits



- Prepare report detailing the project and model revisions, and other supporting study documentation
- Complete the application documentation required by FEMA
- Coordinate with the Client, as local Floodplain Administrator, to review the LOMR request and obtain a signature on the appropriate FEMA form to be included in the LOMR submittal (no fee associated with this task, just included for completeness of process).

Lump Sum Fee: \$27,950

3. FEMA LOMR APPROVAL ADMINISTRATION

In this scope, the Consultant will provide support services to assist FEMA in the review of the LOMR application. This may include, but not limited to, email, phone conversations, model revisions, and map exhibit revisions. Once the FEMA review has been completed, the Consultant will coordinate notification of affected property owners as part of the Lump Sum Fee.

Hourly Estimate: \$ 6,500

NOT IN SCOPE OF WORK

1. Final design and construction documents
2. Threatened and endangered species study
3. Geotechnical work of any kind
4. Corps of Engineers related work
5. Structural design or structural certification of any kind
6. Review fees of any kind

FEE SUMMARY

1. As-built Survey	\$ 26,145
2. Letter of Map Revision	\$ 27,950
3. FEMA LOMR Administration	\$ 6,500
Total Hourly Estimate and Lump Sum Fee	\$ 60,595

PAYMENT TERMS

The Consultant will bill the Client monthly based on work completed during the billing period. Work completed will be based upon a percentage of completion for Lump Sum Fees, and will be based on time and materials at the attached schedule of unit rates for Hourly Estimates and Not to Exceed agreements. Payments are due within thirty (30) days of invoice date. The Client's obligation to pay for services is in no way dependent upon the Client's ability to obtain financing, obtain approval from any governmental or regulatory agencies, real estate closing, receipt of payment from other parties or upon successful completion of the project. If payment is not received within thirty (30) days from date of invoice, the amounts may include a late charge of 1½ % per month, calculated from said thirtieth (30th) day. Should Consultant incur attorney's fees for collection of payment, the amount owed to Consultant shall include any and all said fees. Failure to make payment within sixty (60) days shall constitute a waiver of the right to dispute the accuracy and appropriateness of the invoice. In addition, Consultant reserves the right to suspend services under this Agreement until such time as payment is made in full for all amounts due for services rendered and expenses incurred has been received.

SCHEDULE OF UNIT RATES – EFFECTIVE THROUGH 12/31/2023

Senior Principal	\$ 325.00 per hour
Principal	\$ 215.00 per hour
Field Survey Party	\$ 195.00 per hour
Department Manager/Chief Land Surveyor	\$ 185.00 per hour
Senior Project Manager	\$ 175.00 per hour
Project Manager	\$ 150.00 per hour
Senior Professional	\$ 150.00 per hour
Project Professional	\$ 125.00 per hour
Staff Professional	\$ 115.00 per hour
Senior Designer / Drafter / Specialist	\$ 115.00 per hour
Designer 2 / Drafter 2 / Specialist 2	\$ 105.00 per hour
Designer 1 / Drafter 1 / Specialist 1	\$ 95.00 per hour
Administrative/Technical Support	\$ 85.00 per hour

Printing and other reimbursable expenses will be charged at cost plus 15% and are not included in the fee basis described above. Lodging and Meals and Incidentals (M&IE) will be billed according to Government Services Administration (GSA) rates. Sub-consultant invoices billed as reimbursables will be invoiced to the client at a rate of 115% of the invoice amount.

GENERAL TERMS AND CONDITIONS

- 1) Services performed under this Agreement will be conducted in a manner consistent with that level of care and skill exercised by members of the profession currently practicing under similar conditions. Plans, specifications, and submittals will be prepared in accordance with the written standards of the governing authorities having jurisdiction. Any extraordinary requirements for approvals will be considered additional services. No other warranty, expressed or implied, is made. Nothing in this agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.
- 2) The Client hereby agrees that to the fullest extent permitted by law the Consultant's total liability to Client for any and all injuries, claims, losses, expenses of damages whatsoever arising out of or in any way relating to the project, the site, or this Agreement, from any cause or causes including but not limited to the Consultant's negligence, errors, omissions, strict liability, breach of contract, breach of warranty shall not exceed the greater of the total amount paid by the Client for the services of the Consultant under this contract or \$50,000.00, whichever is greater. The Consultant's liability shall expire one (1) year from the completion date of the provision of services for each phase of the work.
- 3) The figures given above and in the body of this Agreement are based on the Scope of Work as described herein. If the above outlined Scope of Services is changed, or if there are other services that may be requested by the Client, these additional services will also be performed at the above unit rates, or a revised fee will be negotiated to the satisfaction of both the Client and Consultant at that time. The Consultant reserves the right to adjust these unit rates for inflation costs on a one-year interval from the date of this proposal.
- 4) All claims, disputes, and other matters in controversy between Consultant and Client arising out of or in any way related to this agreement (other than as a result of Client's failure to pay amounts due hereunder) will be submitted to mediation before, and as a condition precedent to, other remedies provided by law. Mediation shall be held in the county where the project is located, and if the parties cannot agree on a mediator then one shall be appointed by the American Arbitration Association (AAA). Parties agree to split cost of mediation 50-50.
- 5) Services not expressly set forth in writing as basic or additional services and listed in the proposal to this Agreement are excluded from the scope of the Consultant's services, and the Consultant assumes no duty to the Client to perform such services.

- 6) Client, at its expense, will provide the Consultant with all required site information, existing plans, reports, studies, project schedules and similar information that is contained in Client's files. The Consultant may rely on the information provided by the Client without verification. The Client shall participate with the Consultant by providing all information and criteria in a timely manner, review documents and make decisions on project alternatives to the extent necessary to allow the Consultant to perform the scope of work within established schedules.
- 7) Consultant shall secure and maintain insurance as required by law or statutory requirements which will protect him from claims under the workers compensation acts and from claims for bodily injury, death, or property damage that may arise from the performance of his services under and pursuant to this Agreement. Certificates of such coverage will be provided to Client upon request.
- 8) All reports, plans, documents, or other materials resulting from the Consultant's efforts shall remain the property of the Consultant and are intended solely for the purpose of this Agreement. Any reuse by Client for purposes outside of this Agreement or any failure to follow Consultant's recommendations without Consultant's written permission shall be at the user's sole risk.
- 9) This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure to perform in accordance with the terms of the agreement by the other party through no fault of the terminating party. If this Agreement is terminated, it is agreed that Consultant shall be paid for total charges for labor performed to the termination notice date, plus reimbursable charges.
- 10) Neither party to this Agreement will be liable to the other party for delays in performing the services, nor for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control of either party.
- 11) The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect.
- 12) The Consultant shall not be responsible for construction site safety or construction procedures, nor will the Consultant be responsible for the quality of the work performed by the contractor or other consultants.
- 13) Consultant may, at Client's request and for Client's convenience, provide documents in electronic format. Data, words, graphical representations, and drawings that are stored on electronic media or which are transmitted electronically, may be subject to uncontrollable alteration. The printed, signed and sealed hard copy is the actual professional instrument of service. In the event of a discrepancy between the electronic document and the hardcopy document, the hardcopy document will prevail.
- 14) This agreement is provided with the expectation that it is not being used in a price comparison with other firms. Alabama law prohibits licensed engineers and land surveyors from participating in any process that solicits prices from two or more licensed engineers or land surveyors simultaneously. The law defines this practice as bidding and participation by a licensee is prohibited. If this agreement is being used in this manner, we must by law, withdraw this agreement from consideration.

PROPOSAL ACCEPTANCE

SUBMITTED:

ACCEPTED:

Consultant: Schoel Engineering Company, Inc.

Client: City of Mountain Brook

Signature: William R. Thomas

Signature: _____

Name: William R. Thomas

Name: _____

Title: Principal

Title: _____

Date: April 6, 2023

Date: _____

Please print or type the following information for the individual, firm or corporation responsible for payment.

Company: _____

Client or Client's authorized representative: _____

Street Address: _____

City, State, Zip: _____

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

Email Address: _____

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

Invoice Delivery Method: Mail, Email, Other _____

Sec. 109-41. Application for permits.

- (a) A building permit may be obtained by submitting an appropriate application with the city. It shall be the duty of the owner of the site on which the building activity is proposed to be conducted, or his duly authorized agent, to file with the building official an application for a building permit under this article.
- (b) All permit applications shall include the following information:
 - (1) A description of the work to be performed in sufficient detail to allow the official to determine compliance with the permit, if issued, at all times;
 - (2) A description of the proposed use of the site in sufficient detail to allow the official to determine whether the proposed use of the property will comply with the provisions of the zoning ordinance of the city;
 - (3) The name, address, telephone number, cellular telephone number, pager number, **facsimile** number and e-mail address, if any, of each of the following:
 - a. The applicant;
 - b. The owner of the project;
 - c. The owner of the site on which the project is to be located;
 - d. The ground lessee of the site, if any, on which the building activity is to be conducted if such lessee is not one of the parties referred to in subsections (b)(3)a. through c. of this section;
 - e. A person, other than those referred to in subsections (b)(3)a. through d. of this section, who can furnish the information about the building activity ("contact person");
 - f. All contractors and subcontractors who shall perform work on the project for which a permit is sought; provided, however, that if the contractor and the subcontractors have not been selected when the application for a permit is filed, the applicant shall furnish ~~such information to the official within five days of the day on which the and prior to issuance,~~ a schedule **setting forth (providing the unlicensed contractors do not need such license at the time of permit issuance) for when these contractors and/or subcontractors are to be selected;** and further provided that information shall be ~~provided~~ **submitted immediately when known and in all cases** prior to any such contractor or subcontractor beginning work on the site;
 - (4) ~~Legal description and a~~ **Address, if any,** of the site upon which the building activity is proposed to be conducted and a description of the size and specific location of the area on the site where the activity will be conducted;
 - (5) Each application for a permit must be accompanied by a ~~stamped survey, or~~ GIS map, or a plat of the site;
 - (6) A current legal survey of the property **within 2 years**, certified by a licensed surveyor or engineer shall be required, for any project which involves:
 - a. The expansion or modification of the footprint of any building or structure on the property; or
 - b. The construction or installation of any new building or structure on the property.
 - (7) Each application for a permit shall be accompanied by ~~one Construction Site Development Bond in the amount of one-half (1/2) of the cost or value of construction to be authorized by the permit signed Contract Estimate for any new single family development lot and, one set and one PDF Copy of~~ building plans and specifications;
 - (8) The schedule of the projected starting and completion dates of the proposed activity;

Commented [w1]: Assuming that any one of these three options is acceptable? Does "stamped" modify only survey? If so, my changes are correct. If not, further revision is needed.

Commented [w2]: What is this? A reclamation bond? A performance bond? A security bond? Is this designed to cover the Shea situation? If so, perhaps there should be a threshold above which this is required?

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- (9) A copy of the construction contract, estimate, or other items utilized to estimate the cost of construction or the value of construction to be authorized by the permit; and
 - (10) Such other information as reasonably may be required by the official to comply with the purposes and intent of this article.

(Ord. No. 1737, § 1(4-5.6), 6-25-2007; Ord. No. 1877, § 1, 9-10-2012)

Sec. 109-44. Issuance of permit; expiration, suspension or revocation.

- (a) The purpose of permitting plans, **scope of work**, and specifications is to ensure compliance with this article. The official's review and permitting of plans and specifications is not intended as approval of the overall layout, structural design, situation control, **schedule**, or construction procedures. These responsibilities shall remain with, and be those of, the owner and/or his consultants.
- (b) The application, plans and specifications, reports, affidavits and other required documents shall be filed with the official as required by this article. Such plans may be reviewed by other departments of the city to assess compliance with the laws and ordinances under their jurisdiction. If the official is satisfied that the work described in an application for a permit and the plans and specifications filed therewith conform to the requirements of this article and other **pertinent laws** and ordinances, that all **applicable** fees have been paid and necessary surety obtained, he shall issue a permit to the owner.
- (c) One set of permitted plans **in a paper or site copy format; and one set in an approved digital format (PDF)**, specifications and other required documents shall be retained by the official **in an approved digital format** for a period of not less than one year from date of completion of the work covered therein. It shall be the responsibility of the owner to maintain one of the sets of permitted plans, specifications and other required documents on the site at all times during which the work authorized thereby is in progress.
- (d) The issuance or granting of a permit shall not allow, or be construed as approval of, violation of any of the provisions of this article or any other laws or regulations; and such permit shall not be valid, except insofar as the work or use which it authorizes is lawful.
- (e) The issuance of a permit shall not prevent the official from thereafter requiring that:
 - (1) Errors or inaccuracies in the approved application, including the related plans and specifications, be corrected;
 - (2) Changes due to unforeseen problems in the approved application, including the related plans and specifications, be made; or
 - (3) Other modifications be made to the permitted plans and specifications and in the conduct of operations at the site if significant problems occur which were not considered at the time the permit was issued.
- (f) The official may require that all work being performed at the site be suspended until corrections, changes or modifications have been made to the satisfaction of the official. In the event corrections, changes or modifications are not made to the satisfaction of the official within the time specified by the official, the official may:
 - (1) Revoke the related permit;
 - (2) Cause all work being performed at the site to be ceased; and
 - (3) Cause such additional work to be performed, at the expense of the applicant, as the official determines will eliminate any hazards or nuisances existing at the site.
- (g) All permits issued by the official under the provisions of this article shall expire by limitation and become null and void 24 months from the date of the issuance of the permit. In addition, all permits issued by the official under the provisions of this article shall expire by limitation and become null and void if the work authorized by such permit is not commenced within 90 days **and if one documented inspection has not been performed from the date of issuance of the permit; provided, that one or more one-year renewals of such permit may be granted, upon written request to the official for good cause shown and upon the payment of twice the original permit issuance fee a reasonable fee** to cover the cost of the city in considering such request for renewal, so long as the work shall comply with all of the requirements of this chapter and other applicable

Commented [w1]: This language is not clear. Does this mean that there has to be an inspection of some kind within 90 days of the issuance of the permit? This does not seem reasonable if so...

Commented [w2]: I was thinking the permit would really go up on the second "renewal". The renewal does not specify time either. Perhaps we do one year renewal terms, with a new permit fee of twice the amount due each time?

laws and regulations in effect at the time application for renewal is made. The work authorized by such permit, ~~whether the original permit or a renewal thereof,~~ shall not be suspended or abandoned at any time after the work is commenced and shall be carried to completion or the permit shall be terminated by the official and become void. Work authorized by a permit shall be presumed suspended or abandoned if no such authorized work is conducted at the site for a period of ~~14~~ 90 consecutive days ~~without an inspection record requested by the applicant~~ as determined by the official. If an applicant shows, to the satisfaction of the official, good cause for not conducting work during such period, the official may, in the official's discretion, choose not to void or terminate such permit.

Commented [w3]: Not sure what this means - this language is not clear. Does this mean that if there is any 90 day period without an inspection that the work is deemed suspended or abandoned?

- (h) The official may suspend or revoke a permit issued under provisions of this article by giving notice in writing to the owner whenever the permit is issued in error, or on the basis of incorrect information supplied or in violation of any of the provisions of this article or any of the provisions of any regulation or any other ordinance.
- (i) The work or use authorized under the permit issued in accordance with the provisions of this article shall only be as expressly set forth in such permit and, to the extent expressly incorporated by the permit, the application submitted in connection with such permit, including, if applicable, the plans and other written documentation. Should the owner desire to significantly modify the scope and/or nature of the work to be conducted pursuant to a permit issued by the city, or if the cost of construction exceeds that which was submitted to or determined by the building official as the basis for the cost of the permit fees addressed in section 109-2, the owner must submit a revised application for such work in accordance with the provisions of this article. The official, at the option of the official, may amend the permit previously issued or issue a new permit; provided that such application meets the requirements of this article, that any additional fees are paid, and that all of the other requirements of this section have been satisfied. In the event that the cost of construction exceeds that originally submitted or determined to be the appropriate basis for the permit fee, the owner, contractor or other person submitting the original application shall be responsible for any additional fees due after calculating the permit fee upon the updated estimate or construction cost. A failure to revise or update said permit when costs exceed that originally made the basis of the permit within 30 days of the date upon which said basis is exceeded shall result in an administrative penalty equal to ~~double the original permit issuance fee~~ ~~the cost of the revised permit~~ in addition to ~~double the original permit issuance fee~~ to all other penalties which may be imposed for a violation of said ordinance.

(Ord. No. 1737, § 1(4-5.9), 6-25-2007; Ord. No. 1862, § 4, 9-26-2011)