

**MEETING AGENDA
MOUNTAIN BROOK CITY COUNCIL**

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

JUNE 12, 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 06122023).

1. Pollinator Week Proclamation
2. Friends of Jemison Park to present a check for funding the Jemison Park renovations
3. Approval of the minutes of the May 1, 2023, special meeting of the City Council.
4. Approval of the minutes of the May 2, 2023, special meeting of the City Council.
5. Approval of the minutes of the May 22, 2023, regular meeting of the City Council.
6. Consideration: Resolution awarding the bid to Gillespie Construction for the Brookwood Road sidewalk project.
7. Consideration: Resolution awarding the bid to Video Industrial Services Inc. for the Canterbury United Methodist Church/Pine Crest Road drainage improvements project.
8. Consideration: Resolution recommending to the ABC Board the issuance of a 020-Restaurant Retail Liquor license to Condado Tacos 51 LLC (doing business as Condado Tacos) located at 2800 Cahaba Village Plaza Suite 130.
9. Consideration: Resolution accepting the professional service agreement with Skipper Consulting, Inc. with respect to on-call traffic engineering services.
10. Consideration: 1st reading of the amendments to the Storm Water Detention Ordinance.
11. Consideration: Ordinance amending Chapter 109 of the Mountain Brook City Code (application for permits).
12. Comments from residents and attendees.
13. Announcement: The next regular meeting of the City Council is June 26, 2023 at 7:00 p.m.
14. Adjourn.

PROCLAMATION

WHEREAS, pollinators such as thousands of species of bees are essential partners in producing much of our food supply; and,

WHEREAS, pollinators provide significant environmental benefits that are necessary for maintaining healthy, diverse ecosystems in towns and cities; and,

WHEREAS, pollination plays a vital role for the trees and plants of our community, enhancing our quality of life, and creating recreational and economic development opportunities; and,

WHEREAS, the City of Mountain Brook manages parks, public landscaping, and other public lands that include greenways and wildlife habitats; and,

WHEREAS, regarding landscaping, the City of Mountain Brook encourages developers and residents, to promote wise conservation stewardship, including the protection of pollinators and maintenance of their native habitats; and,

NOW, THEREFORE, I, Steward H. Welch III, Mayor of the City of Mountain Brook, Alabama do hereby proclaim, the week of June 19-June 25, as

“National Pollinator Week 2023”

and, as the City of Mountain Brook is an affiliate of **Bee City USA®**, I do hereby commend its observance to all citizens and organizations of this community in appropriate fashion.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Mountain Brook to be affixed the 12th day of June of the year of our Lord 2023 and of the Independence of the United States of America, the 247th.

Stewart H. Welch III, Mayor



**MINUTES OF THE SPECIAL MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
MAY 1, 2023**

[As a convenience, members of the public were invited to listen and observe in the public meeting by Internet video conference. There were 8 virtual attendees at the meeting.]

The City Council of the City of Mountain Brook, Alabama met in person at 6:00 p.m. on the 1st day of May, 2023 (others were invited to listen to the meeting by way of Internet video conference—8 attended virtually). Council President Virginia Smith called the meeting to order and the roll was called with the following results:

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

Absent: Stewart Welch III, Mayor

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

Council President Virginia Smith stated that a quorum was present and that the meeting was open.

1. LAW DAY PROCLAMATION

Graham Smith-Council Member

- Presented Proclamation No. 2023-071 (Exhibit 1) to Judge K. C. Hairston and Magistrate Supervisor, Breanna Dunn

K.C. Hairston-Mountain Brook Municipal Judge

- The rule of law is a critical foundation for a just and fair society
- The law is impartial, fair, and accessible to all regardless of social or economic status
- Want to work together to ensure legal system is fair and just for all

2. CONSIDERATION: RESOLUTION APPROVING THE UNBUDGETED SOLUTIONS PROPOSAL SUBMITTED BY LEXIPOL FOR THE POLICE DEPARTMENT (RESOLUTION NO. 2023-072 EXHIBIT 2, APPENDIX 1)

Council Member Garner made a motion to approve the resolution for the unbudgeted solutions proposal submitted by Lexipol for the Police Department. The motion was seconded by Council Member Shelton. Thereupon, Council President Virginia Smith called for vote with the following results:

Ayes: Virginia C. Smith
William S. (“Billy”) Pritchard III
Gerald A. Garner
Graham L. Smith
Lloyd C. Shelton

Nays: None

Council President Virginia Smith declared Resolution (No. 2023-072) is hereby adopted by a vote of 5—0 (Exhibit 2, Appendix 1)

3. CONSIDERATION: RESOLUTION AUTHORIZING THE PROFESSIONAL SERVICE AGREEMENT WITH SKIPPER CONSULTANTS INC. WITH RESPECT TO THE OVERTON ROAD FLASHING WARNING SIGN (RESOLUTION NO. 2023-073 EXHIBIT 3, APPENDIX 2)

Council Member Shelton made a motion to authorize the resolution for the professional service agreement with Skipper Consultants, Inc. with respect to the Overton Road flashing warning sign. The motion was seconded by Council Member Graham Smith. Thereupon, Council President Virginia Smith called for vote with the following results:

Ayes: Virginia C. Smith
William S. (“Billy”) Pritchard III
Gerald A. Garner
Graham L. Smith
Lloyd C. Shelton

Nays: None

Council President Virginia Smith declared Resolution (No. 2023-073) is hereby adopted by a vote of 5—0 (Exhibit 3, Appendix 2)

4. 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 Applicant)

- Presentation will go over changes to site development plan

Louis Nequette-2227 2nd Avenue North (Principal at Nequette Architecture and Design)

- Vision is unchanged-address gateway, provide living choices, improve onsite storm water management, improve connectivity to village, and be considerate of adjacent owners
- Revised development plan-one larger condominium building and three townhouse units
- Larger condominiums unit contains up to 26 units and has an extended footprint
- Drive access to the level of condominium directly off access drive and 2nd access that drops down a grade which brings it to the back yard and enters a 2nd lower basement level
- This allows 2 parking stalls per unit
- Village lots are unchanged-10 village courtyard lots and 3 manor lots with access to Chester Road
- General character is unchanged
- 3 townhouse units (approximately 27’ wide, 46’height to the ridge (3 stories plus a 16’tall roof form)
- Have fully enclosed trash locations with overhead door
- New design shows longer extended condominium building but within the same character as was originally proposed
- Condominium height is same as was originally proposed
- Would encourage the look of the townhomes to look like the Dexter Design building

- Single family lots are coded to have courtyard in middle, alley access, and be 2400-3500 square feet

Andrew Phillips-1001 22nd Street South (Schoel Engineering)

- Previously had 1% increase in impervious footprint, new footprint has increased impervious footprint to 53% which is a 3% increase from before
- The increase impervious footprint will be addressed by beefing up storm water underground detention system
- Utility changes-had to modify the sanitary sewer scheme
- Water services will still be provided from 8" water main in Montevallo Road that will serve condominium and townhomes
- Still plan to take the overhead power underground for condominium
- Beefed up underground detention (between condominium and 1st Townhome unit)which will give water quality and will reduce flow through 2-100 year storm events
- Added an additional public fire hydrant

Virginia Smith-Council President

- Inquired if the Fire Department is comfortable with Chester access with island remaining

Andrew Phillips

- From his understanding the Fire Department was comfortable with the way it is

Gerald Clarke-7500 South Memorial Parkway (Landscape)

- Made changes to reflect the changes in sight plan
- Montevallo Road streetscape had to be addressed-will have under story trees to help soften the edge
- Sidewalk along Montevallo has been straightened out
- Will be able to plant taller trees in the back along the 3 townhome units

Virginia Smith

- Inquired as to the height of the trees at the time of planting

Gerald Clarke

- The trees will be at least 6', probably taller
- Along Chester side-screen walls will have softer edge with vines planted on face that gives a residential feel
- Will have under story trees throughout development

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

- The report was updated
- There has been a slight decrease in density (in terms of dwelling units), this has decreased the amount of traffic generated
- Estimated a decrease of 20 vehicles a day as a result of the changes to the proposed site plans
- No significant impacts and no required improvements
- The findings of the new traffic study are the same as the previous study

Charlie Beavers

- Under ordinance, with respect to PUD applications, the council can 1) approve, 2)deny, or 3)amend and approve as amended
- Listened to input and moved the density toward Highway 280 and away from the back of the Chester Road neighborhood
- Changed the type of building from a stacked condominium (which is taller and further back) to townhomes

- Townhomes are shorter (by a story) than the condominium and are 15' further away from the back line from Chester
- Feel this is a positive change and is in keeping with what they are trying to accomplish

Tripp Galloway-4144 Stone River Road Attorney for Chester Road property owners who are opposed of project

- Stated a dumpster is located on the rear property line (which he did not recall seeing the dumpsters on the previous plan)
- Inquired as to where the dumpsters were located in the previous plan and why they were not depicted
- Wants clarification on the height of the townhome being 46' (to the ridge), inquired if that is from the front stoop to the ridge or from the rear base to the ridge, if from the front, wants to know the measurement from the rear base to the ridge
- In the stats of the proposal there is a reference to a possibility of a vacation of the land that is between Express Oil and the subject property
- Inquired if vacation was the applicants plan and if Express Oil is on board or has a petition been filed as to the status of this and how it would impact the proposed right of way (because access would then be private as opposed to public if vacated)
- If vacated, absent an agreement, typical results of vacation: east gets half and west gets half
- On parking in the front: inquired as to the parking count for the front spaces and inquired if the front spaces would be in public right of way
- Inquired as to how the City will govern individuals parking in the front parking spaces

Charlie Beavers

- The alley that is in Homewood has not been vacated and is still a public alley
- Went to Homewood to secure an agreement to allow them to improve the alley and incorporate it into the development plan

Billy Pritchard-Council President Pro Tempore

- Inquired if there has been discussion of de-annexing the alley

Charlie Beavers

- They have not asked Homewood to de-annex the alley

Gerald Garner-Council Member

- Inquired as to the possibility of it being vacated

Charlie Beavers

- Homewood could vacate it if they wanted to
- It is adjacent to another property
- Do not know if it would be needed
- Have not asked Homewood to vacate the alley
- There has been no discussion or expressed interested in vacating the alley

Louis Nequette

- The height regulations of the townhomes are based on village overlay requirements
- The 46' in the ordinance is measured from the grade at the front to the ridge which includes the ridge height
- The land at this location drops 5-7' from front to back which would be an additional distance down to the ridge to the alley behind them
- The dumpsters were either as shown or tucked into side doors of the saddlebags of the condominium

Virginia Smith

- Inquired as to where the dumpsters could be moved from the current proposed location

Louis Nequette

- The dumpsters could be put into basement of the condominium building
- They could flip the maintenance building with the dumpsters

Jared Calhoun-2227 2nd Avenue North (Nequette Architecture and Design)

- The parking along Montevallo Road has always been visitor parking
- The off-street parking that is dedicated to units are parking beneath units
- There is no reservation to the parking spaces in the front, it would be public and available for use by visitors

Dana Hazen-Director of Planning, Building, and Sustainability

- When Condominiums and townhome developments provide the visitor parking it can be in public right-of-way
- The parking on Montevallo Road would be for the general public

Lloyd Shelton-Council Member

- Would have a problem with Express Oil change to utilize those parking spaces to store their inventory

Billy Pritchard

- If this was to pass, could always limit the hours of those parking spaces

Charlie Beavers

- With respect to the dumpsters and maintenance building: Will eliminate the building and move dumpsters and maintenance building underground
- Will extend landscaping all the way across the back of Chester Road

Heidi Blankenship-2350 Montevallo Road Unit 1603

- Want to address what it is like to live on Montevallo Road in a high density building
- Concern is the traffic
- Traffic along Montevallo Road makes it difficult to turn onto Montevallo Road (from her building)
- With the parked cars along Montevallo Road makes it difficult to turn onto Montevallo Road

Richard Pizitz-3425 Oak Cannon Drive

- Has lived at his address for 30 years; however, he has been looking for a place closer in the city and wants to scale down
- Has not found options available to them
- Wants walkable distance
- Is in favor of the project

Alan and Katherine Kilpatrick-2304 Chester Road

- Passed out paperwork (Appendix 3)
- In over a year, there has been very little change with the project
- The design has not changed other than making the building bigger
- There has been no concession on behalf of the Chester neighborhood
- Over a year has been spent on this design with no meaningful change other than to make it worse for the neighborhood

- Feels the developer has done this out of maximizing their profits
- If the developer was concerned about the neighborhood, they would have made meaningful changes
- The changes are worse (than what was proposed a year ago) because building A is bigger (Original plan had 12 units on a 3 story building, new plan has 26 units on a 4 story building)
- Design is unacceptable to neighborhood and them
- Access road calls for 52 parking spaces in building and 6 in townhomes-which will result in 58 car lights shining in their back yard
- The drawing online had a 3' privacy wall which would not block any lights
- The privacy wall was proposed at 8' and is back at 3'
- Would rebut that the circle would have to be reduced in size if not eliminated to get a fire truck around (once there is parking on street)
- Traffic on Chester will be doubled with this development
- There are other designs that are acceptable with the neighborhood; however, developer has not worked with the neighborhood
- Requesting the council to vote "No" on the design and push developer to work with the neighborhood on a design that works for all
- Would like to have a taller privacy wall because a green wall may die

Virginia Smith

- Asked developer to remove cobblestones between Chester and the new development

Lee Rhudy-Fire Marshall

- The information given to him by Andrew Phillips and Schoel meets or exceeds the IFC 2021 fire code
- The entrance from Chester meets code coming in

Billy Pritchard

- Inquired if emergency and fire trucks could get into the new design if cars are parked along Chester or the circle

Lee Rhudy

- It would be very difficult, they do it now
- A lot of times they have to do a 3-point turn or back up

Elizabeth Coleman-2321 Chester Road

- Want to give historical prospective of Chester Road
- Moved to Chester Road when she was 5 years old
- Chester Road is Mayberry in nature with 12 cottage houses, a church at one end and a quaint village at the other end
- Moved back to Chester Road as an adult
- Friends call Chester Road a "hidden gem"
- Many of the homes are tastefully larger on Chester Road
- Do not think placing a high density PUD atop a Residence B neighborhood will do anything to increase the property values
- Traffic will be doubled on Chester Road
- Does not want to be forced to be a part of a high density PUD, these are two different kinds of neighborhoods
- Does not oppose the development, object Chester Road being connected to the development
- Wants to maintain integrity of their beloved quiet street

Jane Brown Grant-2317 Chester Road

- Originally excited about development
- Noticed the Chester Road access at a meeting the developer had
- All of the neighbors asked the developer to not use Chester Road
- Feels like the voices of the neighborhood have been ignored
- Feels the developer hoped the neighborhood would run out of money, give in, or get tired of the fight and give them Chester Road
- The developer needs Chester Road to make their money
- The council is their protector and last hope to keep a small street from being connected to the PUD
- Pleaded with the council help the families on Chester Road and support them

Dan McCreary-2334 Chester Road

- Was hopeful things would change with the PUD; however, still looking at massive density
- Zero changes have been made to lower portion with respect to Chester Road
- This property is zoned Residential B, and the developer knew this when they closed on the property
- The developer assumed the risk that the application to rezone could be denied and property may remain Residential B
- The applicant in PUD has no legal rights to what they are putting forth
- The burden of overcoming objections should not be on the neighborhood and should be on the developer to come forth with substantial showing to demonstrate that the objections raised are not a problem
- The developer has not changed much as it relates to the high density single family homes and Chester Road
- Last meeting the neighborhood sponsored a civil engineer from MTTR Engineering, Jeremy Taylor, to design alternatives
- Commissioned engineer at own expense due to developer team representing it was not feasible to access lower portion PUD from Montevallo Road
- Mr. Taylor proved this to be untrue, he presented 2 alternatives with access to Montevallo Road
- There has been no word from developers on Mr. Taylor's options
- Chester Road is not necessary and rather it is a preference from PUD applicant
- The high density area of single family in the PUD is not consistent with Residence B or the neighborhood
- Provided the applicants depiction of what the single family PUD houses would look like (Appendix 4)
- Chester Road and the high density homes are fundamentally different
- Provided the applicants master developer plan (Appendix 5) to focus on the 10 village lots
- By including common areas, the developer says the lot sizes are 7500 (this is by taking whole area and dividing it by the number of lots)
- On their development plan it states the single family village lots are 60'x78' which is about 4,680 square feet
- There is no continuity in merging these homes with a Residence B neighborhood
- This would be one of the smallest footprint in Mountain Brook
- The lot size of the single family village lots are fundamentally different from Chester Road, Residence B has to have a minimum of 10,000 square feet
- The vehicular burden-it is strange to suggest that adding 14 houses at the end of Chester Road will not change the traffic burden on that street
- Developer offered traffic study based on 24 hour data pull (the week before spring break), focused on peak periods

- The study stated there was no problems during peak period even though the actual traffic count in the study demonstrated there is higher usage periods along Cahaba Road than the peak period they studied
- Would suggest the council take into consideration the shortcoming in the study and rely on common sense and logic in assessing the effect of more than doubling the single family homes accessing homes on Chester Road
- Sightline issue (provided documents, Appendix 6), when you stop behind crosswalk, there is not adequate sightline to turn left
- If permit the PUD to access Chester Road, then you are linking the future of Chester Road neighborhood to the success (or failure) of the high density area
- If the PUD is successful, then the neighborhood is exposed to traffic burdens and negative impacts
- If the PUD is unsuccessful, then Chester Road will have a struggling high density attached to their street
- Granting the PUD access to Chester Road should be denied because it is incompatible, it burdens Chester Road, and it is not necessary (it is a developer preference)
- There are other viable alternatives for accessing Montevallo Road that would eliminate the identifiable burdens and avoid risks to Chester Road
- Asked the council to consider whether the size and scale of Building A (and townhomes) are appropriate for the entry point into the city

Elizabeth Coleman

- Brook Manor Drive and Chester Road were originally built as “no outlet streets”
- Brook Manor Drive is still a no outlet street
- Chester Road still has a sign that states “no outlet”
- Had an agreement with the church to open the chain on Sundays and Wednesdays, all other times it was closed

Tripp Galloway

- In Village Place, there is one ingress and one egress point on Montclair Road
- The plat for Village Place, there are 8 lots that boarder a street
- If Village Place is most like the PUD that is presented, then there should not be access on Chester Road because the decision was made for Village Place to have only one ingress and egress to Montclair Road
- Asked the council for consistency with Village Place and the PUD request to eliminate Chester Road
- (Provided Easement and Covenant Agreement, Appendix 7)
- As evidence of Appendix 7, in July of 2022, the Church entered into an easement and covenant agreement with the Rushings
- In document, there is a 5’ easement area in favor of the Rushings over lot 331
- In the document, there is a 25’ easement area that consumes the 5’ easement area for benefitting the Rushings in creating a buffer area on lot 331
- The document conveying title from Shades Valley to the developer have an exception for this easement agreement
- This created a self-imposed hardship to the other Chester residents
- These townhomes will dwarf Chester Road
- (Provided 129-555(b)(3), Appendix 8)
- Quoted Section C of Appendix 8
- The council should consider there should be a limit in height well below the limit of the townhomes due to the self-imposed hardship the developer created when they gave the 25’ buffer area to the Rushings.

- The townhomes violate the directive of Appendix 8 by adversely affecting the developed property in the vicinity of the PUD
- If the 25' buffer were not in place, the townhomes could have been spread out and shorter, feels this needs to go back to the Planning Commission for its direction and input
- A PUD is an exceptionally deferential zoning that should be hard to get and if obtained, it should come with strict requirements
- Feels the developer is overreaching with its 26 condominiums, 3 townhomes that are over 56' in height, 10 smallest lots in Mountain Brook, and access to Chester Road

Charlie Beavers

- Have issue with going back to the Planning Commission because the Planning Commission looked at it deeply and approved it
- The Planning Commission recommended exactly the same single family residence configuration, access to Chester Road, and a building behind the two lots at the end of Chester that had 14 units, a story taller, and 15' closer to the two lots on Chester than what is presented now
- In the City's ordinance the City Council options for PUD requests are as follows: approve, amend and approve, or disapprove
- What is before the council now has moved in a direction closer to the neighborhood and their input than what was recommended by the Planning Commission
- Applicant moved the density to the western corner and less density behind the two houses on Chester
- Townhouses proposed are consistent with the long range plan of the City
- The Chester Road plat, from the beginning, connected to the subject property with public road access and was never a private road and always had access to the subject property
- This property is zoned Residence B and could be loaded up with Residence B houses and access Chester Road without coming to Council, which the traffic study showed would cause more traffic on Chester Road
- Residence B development on subject property would increase the number of kids in Mountain Brook schools
- The density and size of project are appropriate for this property in this location
- In the Planning Commission minutes, Planning Commissioner Black stated "The By-rite proposal would incur more traffic. The City Council would probably be concerned about the impact on the schools. The project will address a market that the City does not have"

Louis Nequette

- Addressing the 2 issues of the townhouses and lot size: The argument that the townhouses puts a unique condition and hardship on the houses behind them that doesn't exist anywhere and has not been considered, is not true
- This is partially the reason the City considered the overlay district of the village in coding those townhouses
- The requirements of the overlay have been reduced and lessened and impact of houses behind townhouses is similar to townhouse on Dexter and Vine
- These townhouses are a lesser impact than what exists on Dexter and Vine
- The unique lot size does not exist because this provides for a demand in the marketplace

Lloyd Shelton

- Inquired as to the elevation of the townhomes

Louis Nequette

- It would be 53' but there is a 20' offset and the height would be 21-22' to the eave with roof ridge of another 10-12' at max

Virginia Smith

- Not ready for a vote, a few items need to be addressed
- The council will decide (at a later date) if it needs to go back to the Planning Commission

Billy Pritchard

- Appreciated the efforts made by the developer
- Was hopeful the developer would have made more changes
- Wants to keep character of neighborhood, this property has been zoned Residence B for 70+ years
- His charge on the city council is to look out for the health, safety and welfare of the residents of Mountain Brook
- Does not think the changes made are within keeping the character of the neighborhood in Mountain Brook
- Does not think it is in the best interest and welfare of the residence of Mountain Brook (as proposed)

Virginia Smith

- Closed the public hearing

5. ANNOUNCEMENT

The City Council will have a Special Meeting on Tuesday, May 2nd, 2023 at 5:30 p.m. to discuss drainage options for Richmar Drive and Mountain Avenue

6. ANNOUNCEMENT

The next regular meeting of the City Council is May 8, 2023 at 7:00 p.m.

7. ADJOURNMENT

There being no further business to come before the City Council, Council President Virginia Smith adjourned the meeting at approximately 8:43 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 special meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Council Chamber (Room A-108) on May 1, 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 June 12, 2023

EXHIBIT 1**PROCLAMATION NO. 2023-071**

WHEREAS, in 1958 President Eisenhower proclaimed Law Day to honor the role of law in the creation of the United States of America, and in 1961 Congress issued a joint resolution declaring May 1, Law Day; and

**MINUTES OF THE SPECIAL MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
MAY 2, 2023**

[As a convenience, members of the public were invited to listen and observe in the public meeting by Internet video conference. There were no virtual attendees at the meeting.]

The City Council of the City of Mountain Brook, Alabama met in person at 5:30 p.m. on the 2nd day of May, 2023 (others were invited to listen to the meeting by way of Internet video conference—no one did). Council President Virginia Smith called the meeting to order and the roll was called with the following results:

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

Absent: Stewart Welch III, Mayor

Also present were City Attorney Whit Colvin, City Manager Sam Gaston, and Acting City Clerk Steven Boone.

Council President Smith stated that a quorum was present and that the meeting was open.

1. RICHMAR DRIVE AND MOUNTAIN AVENUE DRAINAGE DISCUSSION

[See also the consultants' summary report (Appendix 1) and summary report with pictures submitted by attendee Frank Long of 110 Richmar Drive (Appendix 2)]

Walter Schoel with Schoel Engineering (engineering consultant):

- Has been aware of the drainage issues in this area for over 20 years and has inspected the area before
- There have been several significant rain events in the City over the past couple of years
- Introduced Mark Simpson, lead engineer on the most recent study

Mark Simpson with Schoel Engineering:

- This issue and study have been discussed on a couple of occasions and he will not be sharing any new information tonight
- The uncollected water in Area I (depicted in red of Appendix 1) ultimately makes its way to the open channel before entering a 48 inch pipe that runs along Mountain Lane/Richmar Drive (Area 2 depicted in green of Appendix 1) and then on through Area 3 (blue) before entering the storm water detention system at the Junior High School.
- Has observed that the open channel is overgrown quite a bit and has some embankment issues where concrete, blocks and rubble have been installed for stabilization
- The lots on the left side of the channel are kind of high and in some areas the embankment is starting to fail
- Studied what could be done to collect the water and move it into the open channel (Area 1)
- The electrical substation happens to be located in an area where a lot of water flows into the area but is not considered part of the drainage issues
- The installation of inlets and pipe to discharge the collected water into the open channel will improve conditions somewhat without adversely impacting downstream

- A lot of water comes down the ally and has nowhere to go but jump the road or move down through Mr. Cleague's yard
- If the City moves forward with installing the pipe, some work will need to be done to stabilize the channel bank to prepare it to receive the water.
- Downstream is not impacted as the same volume and timing of water will hit the channel—it will simply do so by way of the pipe as opposed to over the road and through the yards (6:47)
- There is a sanitary sewer located in the channel which limits what can be done to increase the capacity of the channel
- Thinks that the channel should be widened and improved for stabilization purposes
- The channel is eroding and starting to encroach on a couple of driveways
- Increasing the channel capacity will yield some minor improvements with respect to the drainage
- At the same time, some improvements can be made at the opening of the 48 inch pipe to make it more efficient
- The 48 inch pipe located in Area 2 is under-sized
- This pipe was not looked at by itself. Rather the model was extended from Mountain Brook Parkway up beyond Area 1.
- This study was much more extensive than any done previously
- Making the pipe larger resulted in downstream effects that cannot be ignored.
- The open channel (Area 3) would have to be enlarged to accommodate the increased flow which in turn would require additional improvements along Overbrook Road. Based on the model, the benefits that could be achieved from the Area 3 and downstream improvements in relation to the cost made the project impractical. This plan was abandoned due to the potential adverse impacts downstream. (13:12)
- There is an area along Richmar where the lots are just low. Installing berms along the front of those lots could help keep the water with the roadway.
- Regarding questions raised last meeting about the residential lot (116 Hillsdale Road) that was considered for a detention system but later abandoned, the lot was considered extensively
- One of the challenges is there is a sanitary sewer running through the lot which limited the overall volume of water that could potentially be stored. The only usable area was on either side of the sanitary sewer line.
- Another challenge was getting the water from the existing detention pond to the new pond. The natural flow of water is such that it must move into the existing detention pond before being moved upstream to the Hillsdale lot. Had the City been able to acquire property on the other side of Hillsdale Road, then the water could have entered the new detention pond before the existing one at the Junior High School.
- The estimated cost of the project was \$3—\$5 million with very little benefit. Furthermore, a significant amount of rock has been discovered in the area likely making these costs estimates low.

Council member Pritchard restating his understanding of the consultant's report:

- Basically, Richmar Drive serves as a conduit to move the water through the neighborhood before entering the Junior High School detention pond and drainage pipe to which Simpson affirmed Pritchard's understanding.

Frank Long of 110 Richmar Drive (19:53):

- Is hearing that Richmar will continue to flood whenever The Cut overtops
- While another inch or two of height to the channel may be added but flooding will continue
- These floods occurred twice over a 13-month period
- Views street flooding as a health and safety hazard
- Does not consider installing berms along a few properties to be a viable solution

Pritchard:

- Shares Long's concerns
- The dilemma is the downstream impacts of more substantial improvements

Ann Pringle of 101 Richmar Drive:

- Recalls from an earlier discussion that the then planned improvements to the detention existing pond would increase capacity by 50% and be sufficient to alleviate flooding in Areas 1, 2 and 3

Simpson:

- Does not recall any prior statements suggesting a 50% increase in storage capacity
- Estimates that the detention pond capacity has been increased by about 10%

Mr. Pringle:

- Recalls urging the City to delay selling the Hillsdale property until the study is concluded and being told that all upstream impacts can be addressed without the Hillsdale property

Schoel does not recall such comments being made:

- The incremental changes to the existing detention pond could never accommodate significant runoff from upstream
- Upstream had not previously been modeled

Council member Graham Smith:

- There were two major storm events in close proximity in 2021 that overwhelmed drainage infrastructure throughout the region

Schoel:

- Those events resulted in multiple dam failures and a death
- Both were multi-hundred year storm events

Mindy Keller of 301 Overbrook Road:

- The storm events are not the story
- The 2020 improvements to the detention pond are what caused her house to flood during those events (28:28)

In response to an inquiry by Mr. Pringle, Simpson stated that the pipe overtops during 1-year events which Pringle says illustrates that it is not Biblical events that results in area flooding but that such events are commonplace.

Simpson:

- Storm water system designs generally range from 10 to 50-year events depending on each community's building regulations

Tyler Buck of 24 Richmar Drive:

- Why would you not fix the problem at the source (Richmar Drive and the Cut) and then move downstream to mitigate resulting issues?

Simpson:

- It is optimal to manage storm water where it lands
- The issue is identifying where that begins
- With respect to area in question, the drainage basin spans about 80 acres
- You cannot start fixes upstream without taking into consideration downstream impacts

Council President Smith:

- Flooding along Mountain Brook Parkway is not simply from runoff coming from above the Junior High School but also further up river as far as Trussville
- Sometimes flooding from these areas arrives at different times too

Pritchard:

- The City has also learned through these studies that some of the flooding that impacts Canterbury United Methodist is not from above the Junior High School but backing up from Mountain Brook Parkway

Brad Cleague of 26 Montevallo Lane:

- It appears that the bottleneck occurs at The Cut
- Water rises to the top of the pipe frequently
- The hard fast rain events are the more worrisome
- Increasing capacity will not help the situation, there is too much water
- It seems that another bottleneck occurs where the water exiting 48 inch pipe is picked back up in the 60 inch pipe located in Area 3

Mitch Kessler of 3502 Mountain Lane (36:52):

- At the substation, there is gap between a discharge pipe and another downstream pipe
- Walked the ally recently and observed numerous clogs

[Someone else interjected that there is an underground electrical line located in that area that complicates remediation efforts]

Frank Long:

- It seems that the water moving through The Cut will eventually get to where it is going now

Keller:

- My house is flooding now with the current condition

Simpson:

- Improvements to the detention pond going on now are to accommodate the improvements going on at the Junior High School now (to mitigate any potential downstream impacts of the current project)

Long:

- Continuing his earlier statement: How is piping the water in Area 1 any different that the water flowing over-ground now?

Simpson:

- With respect to piping in Area 1, the volume of water getting to Overbrook Road will not be much different
- If pipes were installed along Areas 1 through 3, the rate at which the volume of water reached Overbrook Road would be much faster and therefore have adverse implications

Courtland Davis of 22 Montevallo Lane (48:19):

- Over the past 10 years, you can see the slope of area yards changing due to erosion

Jeff Pittard of 100 Richmar Drive:

- Has a berm in front of his house and has not flooded

- Can a gutter or pipe be installed along west side of the street to help keep water out of the yards?

Simpson:

- Curb and gutter will have minimal impact
- Several property owners would benefit from installing berms such as yours
- The only way to get the water out by way of pipe is to pipe all the way down the road with installed inlets, very expensive, with minimal benefit to only a few homes

Frank Long:

- Views their neighborhood serving as a detention pond
- The current infrastructure did not have to be constructed
- The ditch which lies on City property is causing property damage
- The City owes a duty of care to the people that live in that neighborhood
- Feels that ignoring the 48 inch bottleneck is negligent

Todd Jenkins of 23 Richmar Road:

- His yard is eroding too
- Many children walk this path daily going to and from school and often play in the ditch and fears for their safety
- This should be looked at as a 10-year plan and fix the problem all the way to Mountain Brook Parkway

Pringle:

- Wouldn't a 5 foot by 8 foot box culvert be of benefit
- Anyone that falls into the ditch during a storm will be sucked into the pipe

Simpson:

- Cannot answer that question regarding the box culvert

Council Garner:

- The City Council does take into consideration many factors including safety and impacts up and down stream
- Appreciates the open dialogue as the Council is seeking to find the best solution to the problem

Pritchard:

- Regarding safety, is your concern that children are playing in the ditch during a flood?

The Cleague's:

- Yes, children play in the ditch all the time
- They try to keep their children out of the ditch
- They do not send their kids into the ditch to play
- Observes many children playing in the ditch
- Feels that the whirlpool of water entering the 48 inch pipe would be lessened if enlarged

Pritchard:

- Fencing the open ditch would only serve catch debris washing toward the pipe

Schoel:

- The proposed improvements will have some beneficial impacts without adversely impacting downstream
- Endorses what Simpson has presented

- Weather is cyclical. There will be a 15-year period where there are no floods. Then there will be periods where storms are more prevalent. The maxim of hydrology is that wet weather follows wet weather and dry weather follows dry weather. If a 100-year event occurs today, you are probably more likely to have another one tomorrow than 100 years from now. (1:07:24)

Pittard:

- Is raising the ditch wall still under consideration?

Simpson:

- In theory yes, but that could also have adverse unintended consequences
- Should the City elect to move forward, then further study will be warranted

Mitch Kessler:

- Is a raised sidewalk a possibility along the ditch?

Simpson responded potentially.

Schoel:

- Little can be done to slow the speed of the runoff
- Improving the inlet of the pipe will maximize flow through the pipe which will help move water through the area better
- We also want the water to get into the ditch better

Kessler:

- The improved detention pond was supposed to be able to handle the water
- What has changed?
- Feels that nothing will be done

Pritchard:

- That is an incorrect statement
- Something will be done

Pringle:

- How will improvements along the street impact wheelchair access?

Simpson:

- The spanners cause normal, everyday rain to push into the street
- During heavy events, these spanners make no significant difference

Regarding a question from the audience about the suggested berms, Pritchard and Graham Smith both stated that the some residents should install berms in front of their homes. (1:19:54)

From the audience, one of the ladies present stated that residents being asked to spend money on berms is absurd.

Keller:

- What exactly is the City protecting—not the residents, only the Junior High School

Gardner admonished Keller for questioning the City Council's motives and invited her to speak afterward if she wished to discuss the City's motives further.

President Smith:

- It is the City's goal to improve the current conditions
- Whatever actions the City elects to undertake, not all area residents will be happy
- Feels that the meeting was productive and provided the City Council with useful information as it continues to study the alternatives
- The City Council has much to consider and with that she closed the meeting.

2. 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 May 2nd, 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 June 12, 2023

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
MAY 22, 2023**

[As a convenience, members of the public were invited to listen and observe in the public meeting by Internet video conference. There were no virtual attendees at the meeting.]

The City Council of the City of Mountain Brook, Alabama met informally in-person at 6:00 p.m. on the 22nd day of May, 2023 (others were allowed to listen to the meeting by way of Internet video conference). Council President Pro Tempore Pritchard called the pre-meeting to order and the roll was called with the following results:

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

Absent: Virginia C. Smith, Council President

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

1. AGENDA

1. Lindsay Gardner to provide an update on the restoration of the library building and alternates for continuing services

Lindsay Gardner-O'Neal Library Director

- Thanked the city council and city departments for its support
- The water mitigation is complete
- There will be a lot of reconstruction
- Working on scope of reconstruction that will be put into bid document form to be bid out
- In meantime-looking at alternate location to open (with limited services)
- Will have exact opening date soon
- At alternate location the focus is on the summer reading program, children's location, and a small collection of books for people to browse
- Will use returned books that were returned to other libraries as the book collection at alternate location
- Prefer citizens to hold onto their books and not to return them to other locations

2. CDBG Cooperation Agreement with Jefferson County

Sam Gaston-City Manager

- Mountain Brook is part of a consortium for the CDBG program
- Adding our population to the program to the consortium, they are able to get more money
- This is an automatic renewal unless the council objects
- Recommended to the council to remain in the CDBG program
- There is no cost to be in the program
- (The council was in favor of being automatically renewed into the CDBG program, no action was needed)

3. Building Permit revisions for large residential projects

Whit Colvin-City Attorney

- 3 sections of the building (city) code that they are looking at modifying
- Modifying provisions already in place with regard to commercial developments, development of subdivisions, and developments in the village that required reclamation bond
- A reclamation bond-if the project stops, the bond is there to return the property to grass and trees
- The bond was already in place for certain commercial development, wanted to extend it to larger residential projects with construction cost of \$3,000,000 or over
- The other sections are designed to define all projects within the city to clarify items
- These revisions are to ensure projects are done in a timely manner and when not, increase costs for renewals to incentivize individuals to finish project

Billy Pritchard-Council President Pro Tempore

- Inquired if there were any comments from builders and architects regarding the changes

Sam Gaston-City Manager

- Received about 5 comments that were positive

Whit Colvin

- The revisions are designed to be a safety net and the hope is it will not have to be used
- Will have the ordinance ready for the next council meeting

4. Conditional Use at 7 Office Park Circle for CB&S Bank

Dana Hazen-Director of Planning, Building, and Sustainability

- The location is at 7 Office Park Circle (previously Southern States Bank)
- Zoned local business
- Due to it being zoned local business, a conditional use is required
- There is no street parking; therefore, it will not impact street parking
- Applicant anticipates 15-20 employees
- Have 28 on-site parking spaces

Tim Alford-Facility Director and Property Manager of CB&S Bank

- Wants to relocate office to Mountain Brook from Shades Creek
- Entered into a lease subject to council approval
- Put 15-20 employees in applicant letter; however, 10-12 would be more accurate
- 28 parking spaces is more than ample for what is needed
- Plan is to install an interactive teller machine with a video teller

Billy Pritchard

- Item added to the formal agenda (Resolution No. 2023-086)

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

2. EXECUTIVE SESSION

Council President Pro Tempore Pritchard made a motion that the City Council convenes in executive session to discuss a matter of litigation 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 Graham Smith. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: William S. Pritchard III
Gerald A. Garner
Graham L. Smith
Lloyd C. Shelton

Nays: None

3. ADJOURNMENT

There being no further matters for discussion Council President Pro Tempore Pritchard adjourned the pre-meeting at approximately 6:29 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 May 22, 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 June 12, 2023

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
MAY 22, 2023**

[As a convenience, members of the public were invited to listen and observe in the public meeting by Internet video conference. There were 4 virtual attendees at the meeting.]

The City Council of the City of Mountain Brook, Alabama met in person at 7:00 p.m. on the 22nd day of May, 2023 (others were allowed to listen to the meeting by way of Internet video conference- 4 attended virtually). Council President Pro Tempore Pritchard called the meeting to order and the roll was called with the following results:

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

Absent: Virginia C. Smith, Council President

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

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

1. DR. BRIAN CHRISTINE, DISTRICT 5 JEFFERSON COUNTY COMMISSION CANDIDATE, TO ADDRESS COUNCIL

Dr. Brian Christine-District 5 Jefferson County Commission Candidate

- The Jefferson County Commission that represents District 5, will be resigning at the end of the month
- As of June 1st, this position will be vacant
- A special election will be held in July
- Lives in District 5
- Believes he has the credentials to be a County Commissioner
- His practice, Urology Centers of Alabama, is in the heart of District 5
- Employs over 300 employees and has a revenue of over 80 million a year
- Revenues generated go back into Jefferson County
- Has a vested interest in sound fiscal policies, driver recruitment and workforce development
- Wants to earn support of individuals of Mountain Brook and citizens throughout of District 5

2. EXPRESSION OF GRATITUDE TO DAVID P.B. PRICE FOR HIS SERVICE ON THE PARKS AND RECREATION BOARD (RESOLUTION NO. 2023-079, EXHIBIT 1)

Stewart Welch-Mayor

- Presented David P.B. Price with the Resolution

3. MOUNTAIN BROOK CHAMBER OF COMMERCE SEMI-ANNUAL REPORT

Emily Jensen-Mountain Brook Chamber of Commerce Executive Director

- 4 things to work on: Membership, Events and Training, Chamber operations, and Marketing
- Have a new website that is about 85% complete and should out in next few weeks
- Membership statistics: 466 members that includes 30 new members
- Had 17 ribbon cuttings since last report
- 7 Alabama retailer of the year nominations came out of the Chamber
- To ensure they are aligned with other Chambers in the State, their by-laws are being reviewed by Chamber of Commerce of Alabama
- Begun the multi-year process of becoming an accredited Alabama Chamber of Commerce
- Social media is up across all platforms
- Summer Membership Social will be June 8th
- Market Day will be July 15th

Millie Rudder-President of the Chamber Board

- Thanked the council for their continued support

4. CONSENT AGENDA

Council President Pro Tempore Pritchard 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 May 8, 2023, regular meeting of the City Council

2023-079	Expression of Gratitude for David Price for his service on the Parks and Recreation Board	Exhibit 1
2023-080	Authorize a consulting service agreement with Schoel Engineering for the design and preparation of construction documents for the Mountain Lane and Montevallo Lane area drainage improvement project.	Exhibit 2, Appendix 1
2023-081	Swap the Crestline Field property, owned by the City of Mountain Brook, with the Tot Lot property, owned by the Mountain Brook Board of Education	Exhibit 3
2023-082	Award the bid [B-20230311-854] for the Jemison Trail project to CS Beatty Construction	Exhibit 4, Appendix 2
2023-083	Authorize the execution of a cost sharing agreement with the Friends of Jemison Park (FOJP) for the Jemison Trail project	Exhibit 5, Appendix 3
2023-084	Accept the proposal submitted by Stone and Sons Electrical for the installation of a flashing beacon and sign on Overton Road near North Woodbridge Road	Exhibit 6, Appendix 4
2023-086	Approve the conditional use application (CB&S Bank) located at 7 Office Park Circle	Exhibit 7, Appendix 5

Thereupon, the foregoing minutes and resolutions (Nos. 2023-079 through 2023-084 and 2023-086), were introduced by Council President Pro Tempore Pritchard and a motion for their immediate adoption made by Council Member Shelton. The minutes and resolutions were then considered by the City Council. Council Member Graham Smith 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: William S. Pritchard III
Lloyd C. Shelton
Gerald A. Garner
Graham L. Smith

Nays: None

Abstained: None

Council President Pro Tempore Pritchard thereupon declared that said minutes and resolutions (Nos. 2023-079 through 2023-084 and 2023-086) were adopted by a vote of 4—0 and as evidence thereof he signed the same.

5. CONSIDERATION: ORDINANCE 2141 DECLARING REAL PROPERTY AS SURPLUS PROPERTY (EXHIBIT 8)

Council President Pro Tempore Pritchard introduced the ordinance in writing. It was then moved by Council Member Garner 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 Graham Smith and was unanimously carried, as follows:

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

Nays: None

Council President Pro Tempore Pritchard declared the motion carried by a vote of 4—0.

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

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

Nays: None

Council President Pro Tempore Pritchard declared that the Ordinance (No. 2141) is hereby adopted by a vote of 4—0 and, as evidence thereof, he signed the same.

6. CONSIDERATION: RESOLUTION NO. 2023-085 EXECUTING A CONTRACTOR AGREEMENT WITH NET CONNECTION LLC WITH RESPECT TO THE INSTALLATION OF BAY BATTING CAGES AND FRAMES LOCATED AT CHEROKEE BEND ELEMENTARY (EXHIBIT 9, APPENDIX 6)

Shanda Williams-Parks and Recreation Superintendent

- The only place to put the two batting cages that is easy to place and safe for the kids is the outside of the field in wooded area on the east side of field
- At the last discussion held regarding the batting cages location, the neighbors requested her to look at different locations for the batting cages
- Looked at other locations; however, the property is elevated and the sides drop off dramatically except for the parking lot and the back side of the field
- Looked by the parking lot; however, it would cost over \$100,000 to fill in to make it flat and that location is below field level which is not visible by coaches and teams
- Only other option is to go back into wooded area in original proposed location
- Originally proposed coming off dead end street with equipment, now propose coming across field with equipment since school is out for summer
- Proposed planting more trees and shrubs in the wooded area to block the view of the batting cages from the neighbors
- The school is in favor of this location of the batting cages

Austin Ray-4349 Kennesaw Drive

- Still object to the location of the batting cages
- Do not object the batting cages, object the location of the batting cages
- The noise coming from the batting cages will be excessive because there is no sound barrier
- Suggested different locations to Shanda
- Several locations appeared just as functional that would not affect the neighbors (with respect to sound)
- Original concept (as requested by Mountain Brook Athletics) was to add a third batting cage and a pavilion (when budget permits)
- Feels that a pavilion would create an eyesore for the neighbors

Shanda Williams

- Lights will only be turned on for NBA schedules
- Currently the lights are scheduled to go off at 9:00pm
- There is not open access at night

Billy Pritchard-Council President

- The timer to the lights are controlled by Shanda Williams

Scott Elledge-4345 Kennesaw Drive

- Stated the center and center left of the field is a more favorable location for the batting cages
- The current proposed location of the batting cages are very close to his backyard
- When the field was expanded, a lot of the buffer was removed and has already negatively affected his property
- Asked the council to re-consider an alternate location

Billy Pritchard

- Asked Shanda Williams if after taking into consideration suitability and additional costs of other alternative sites and after several discussions and input from principal of the school, if this was her recommendation for the site of the batting cages

Shanda Williams

- Yes, this location is her recommendation for the batting cages

Graham Smith-Council Member

- Walked the property, the schools use the middle of the field for field day and carnivals; therefore, putting something in the center doesn't suit the school
- There is a full precipice surrounding the entire parameter of the school
- Does not know of another location to put the batting cages

Council Member Graham Smith made a motion to approve the contractor agreement between the City and Net Connection LLC with respect to the installation of 2 (two) bay batting cages and frames located at Cherokee Bend Elementary. The motion was seconded by Council President Pro Tempore Pritchard. Thereupon, Council President Pro Tempore Pritchard called for vote with the following results:

Ayes: William S. ("Billy") Pritchard III
Gerald A. Garner
Graham L. Smith

Nays: Lloyd C. Shelton

Council President Pro Tempore Pritchard declared that Resolution (No. 2023-085) is hereby adopted by a vote of 3—1 (Exhibit 9, Appendix 6)

7. COMMENTS FROM RESIDENCES AND ATTENDEES

Chris Ray-4349 Kennesaw Drive

- Wants assurance that there will be no disruption of the buffer zone at Kennesaw Drive
- Wants to know about the covered lighted pavilion

Billy Pritchard

- There is no such plan the council is aware of for a covered lighted pavilion

Shanda Williams

- Will instruct the contractors where to go for the project

Charles Pringle-101 Richmar Drive

- Thanked the council for the special meeting on May 2nd for the drainage improvements on Montevallo Lane and Richmar Drive
- A week ago his neighborhood experienced additional flood impacts resulting from minor rainstorm
- Disappointed in city's response for the lack of plans for area 2 and downstream of "the cut"
- Propose the council to do a comprehensive plan that addresses the entire drainage and deals with impact across Richmar residents and other residents
- Disappointed in the city's response to only address what is upstream and the city's unwillingness to address Richmar's issues due to fear of creating impacts for other residents

Frank Long-110 Richmar Drive

- Haven't seen any reasoning behind Schoel's opinion regarding capturing all water uphill and channeling into the cut will not cause more issues at the cut
- Until the bottleneck is relieved, there is no need to send more water into that space
- More water will cause it to flood more often

- Asking for a comprehensive solution
- Stated improvements in Resolution 2023-080 that was passed is just a band aid and may cause more harm than good for neighbors that live adjacent to “the cut” or downstream from “the cut”

Billy Pritchard

- Had a lengthy meeting on May 2nd and continue to take in all information and facts that are brought before the council by the consultants

Mitch Kessler-3502 Mountain Lane

- Inquired as to the reason no one wants the water to go downstream because all of the houses downstream are elevated and would not be affected

Billy Pritchard

- Had a lengthy explanation on May 2nd from consultant
- Will continue to look for possible avenues to address problems with consultant
- The council will continue to look at all situations and all areas that have issues with water

8. ANNOUNCEMENT

Council President Pro Tempore Pritchard announced the next regular meeting of the City Council is June 12, 2023, 7:00p.m.

9. ADJOURNMENT

There being no further business to come before the City Council, Council President Pro Tempore Pritchard adjourned the meeting at approximately 8:01 p.m.

10. 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 May 22, 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 June 12, 2023

EXHIBIT 1

PROCLAMATION NO. 2023-074

WHEREAS, in 1963 the Congress of the United States and President John F. Kennedy proclaimed May 15 as Peace Officers Memorial Day, and the week in which it falls as National Police Week; and

WHEREAS, National Police Week is a collaborative effort of many organizations dedicated to honoring America’s law enforcement community; and

RESOLUTION NO. 2023-089

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby awards the bid [B-20230523-873] for the Brookwood Road sidewalk project to Gillespie Construction LLC., in the amount of \$194,650.00 having been determined by the City to have submitted the only bid in conformance with the expressed specifications.

ADOPTED: This 12th day of June, 2023.

Council President Pro Tempore

APPROVED: This 12th day of June, 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 June 12, 2023, as same appears in the minutes of record of said meeting.

City Clerk

Exhibit A – Contractor Bid Response Form

Below is the firm bid of the undersigned to construct the Brookwood Road Sidewalk Project at the price indicated below. The undersigned submits this Form in response to the City’s Invitation for Bids for this Project. The City may use the address and contact information below for its communications with the undersigned bidder. By submitting a bid, the undersigned acknowledges that it has read and understands the Contract Documents that apply to the Project and conditions for the award of the contemplated Contract and, except as may be listed in any exception sheet, agrees to perform the Work in accordance with the requirements in the Contract Documents.

TOTAL LUMP SUM AMOUNT TO CONSTRUCT PROJECT \$ 194,650.⁰⁰

Gillespie Construction, LLC
Name of Firm or Company Submitting Bid

5/23/2023
Date of Bid

4905 Hwy 5
Street Address

26-0780015
Tax Id # of Bidder

Jasper AL 35503
City State Zip

Web Site of Bidder

[Signature]
Signature of Bidder Representative

205 295 5263
Office Ph. # Bidder

Ron Gillespie
Printed Name Representative Executing for Bidder

205 302 3344
Cell Ph. # Bidder Contact

Member
Title

ehenson@gillespieconstruction.net
Email Address Bidder Rep.

Sworn to and subscribed before me on this 23 day of May, 2023.

[Signature]
Notary Public
My Commission Expires
August 21, 2023
Commission Expire Date



SEAL

Notes:

- Bidders also must complete, sign, notarize and return the Bidder Affidavit and Warranty below with their Responses

Exhibit A – Contractor Bid Response Form
BIDDER AFFIDAVIT AND WARRANTY

The undersigned warrants, represents and agrees that each of the following is true and correct in connection with its Contractor Bid Response for the Contract to be awarded for this Project:

- (a) it has not colluded with any other bidders;
- (b) it has not, directly or indirectly, induced any other bidder to submit a sham bid or to refrain from making a bid;
- (c) it has not paid or agreed to pay any party, either directly or indirectly, any money or other thing of value for assistance or aid rendered to or to be rendered in attempting to procure the contract contemplated in this bid;
- (d) if the subject contract is awarded to the bidder, no employee or officer of the City has an interest, either direct or indirect, in it or is a beneficiary of the contractual arrangement made the basis thereof.
- (e) all the information contained in the response to the bid is true and correct; and
- (f) the City may rely on information submitted in awarding the subject contract.

Gillespie Construction, LLC
Name of Firm or Company Submitting Bid

By: [Signature]
Signature of Bidder Representative

Printed Name: Ron Gillespie

Its: Member
Title

Date: 5/23/2023

Sworn to and subscribed before me on this 23 day of May, 2023.

[Signature]
Notary Public

My Commission Expires
August 21, 2023
Commission Expiration Date

SEAL

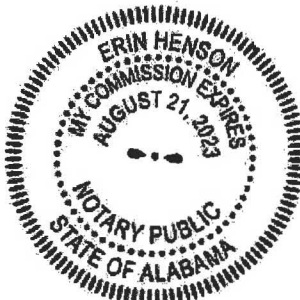


Exhibit B -Bidder Qualification Form

NOTE: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR CONTRACTOR BID RESPONSE FORM. IF ADDITIONAL SPACE IS NEEDED, PLEASE STATE THAT INFORMATION ON ADDITIONAL SHEET(S) THAT YOU ATTACH TO THIS FORM AND INDICATE ON THEM THE NUMBER AND ITEM TO WHICH THE INFORMATION CORRESPONDS.

1. Name of Business: Gillespie Construction, LLC

Principal Business Address: 4505 Hwy 5 Jasper, AL 35503

2. Business Contact(s)

(a) Primary Contact (Note: If a Pre-Bid Conference is held, the Primary Contact should attend that Conference.)

Name: Ron Gillespie
Title or Position with Company: Member/Owner
Day Phone: 205 295 5263
Email: chenson@gillespieconstruction.net
Street Mailing Address of Contact: 3304 3rd Ave S Jasper, AL 35501

(b) Other Business Contact(s)

List the name, position, telephone number, email and street addresses of persons on the bidder's staff other than the Primary Contact who can answer inquiries and who may attend the pre-bid conference (if any).

Eric Henson 205 295 5263

3. Business History

(a) How many years has your organization been in the general contracting business? 17 years

(b) State the facts and attach written documentation evidencing your organization's experience to successfully perform the Project.

We have an Alabama General Contractors License
in concrete, signs, drainage and culverts, grading,
sewer lines, and water lines.

(c) How many years has your organization operated under its present business name? 17 years

Exhibit B -Bidder Qualification Form

(d) Type of Organization:

(1) If your organization is a corporation, answer the following:

- (i) Date of incorporation: Sept. 1, 2007
- (ii) State of incorporation: Alabama
- (iii) President's name: Ron Gillespie
- (iv) Vice-President's name(s): Michelle Gillespie
- (v) Secretary's name: _____
- (vi) Treasurer's name: _____

(2) If your organization is a partnership, answer the following:

- (i) Date of organization: _____
- (ii) Type of partnership (if applic.): _____
- (iii) Name(s) of general partner(s) _____

(3) If your organization is individually owned, answer the following:

- (i) Date of organization: _____
- (ii) Name of owner: _____

(e) Administration of Business.

Please describe in general how you operate and administer your business. In this description, please state each of the following:

- (i) the total number of employees;
- (ii) the number of workers who are dedicated to field operations;
- (iii) the name and title of your general supervisor of field service operations; and
- (iv) the number of employees dedicated to administrative and office matters.

(i) 40-45
(ii) 40-43
(iii) Ron Gillespie, owner
(iv) 2

4. Licensing. List and attach to this Form all licenses and certifications that your organization currently holds that authorize it to perform the required Work, including the following:

- a. State of Alabama General Contractor License – Please indicate this License No 47928.
- b. City of Mountain Brook Business License* (*Note: If not currently held, Contractor must acquire a City Business License prior to commencing work.)

5. Other Similar Projects Performed by Contractor for Governmental or Commercial Entities.

Below please provide information of all projects of a scope and type comparable to this Project that your organization has performed for governmental entities or commercial entities in the State of Alabama

Exhibit B -Bidder Qualification Form

within the last five (5) years. Please provide the following information as to each such project and contract:

Name Entity: ALDOT
 Contact at Entity: Doug Peterson
 Title of Contract: Engineer / CMAQ - 3715 (254) Bluff Park
 Phone Number: 205 942 2486
 Type(s) of Contract (s): CMAQ - 3715 (254) Bluff Park
 Dates of Contract: 2021 - 2022
 Location(s) of Service: Hoover, AL

Name Entity: City of Pelham
 Contact at Entity: Michael Eddington
 Title of Contract: Stratford Sidewalks Repairs
 Phone Number: 205 620 6408
 Type(s) of Contract (s): Sidewalk repairs
 Dates of Contract: 2023 - current
 Location(s) of Service: Pelham, AL

Name Entity: City of Jasper
 Contact at Entity: ~~XXXXXXXXXX~~ Steve Caldwell
 Title of Contract: Jasper Sidewalker Phase 5
 Phone Number: 205 717 0991
 Type(s) of Contract (s): Sidewalk & Improvements
 Dates of Contract: 2021 - 2022
 Location(s) of Service: Jasper, AL

Name Entity: City of Hoover
 Contact at Entity: Kent McCay / Chris Reeves
 Title of Contract: _____
 Phone Number: 205 444 7896
 Type(s) of Contract (s): _____
 Dates of Contract: 2020 - 2023
 Location(s) of Service: Hoover, AL

6. List/Qualifications of Project Team.

On a separate page, please list and furnish the following information concerning each of the employees or other representatives whom you will appoint to perform the Project:

- name
- job title
- areas of experience and the length of time for each area
- special training, licensing, and certification for each employee

7. Assurances of Capability and Resources to Timely Complete Project. Please attach your firm's last financial statement (audited or un-audited). Also, please furnish below (or state on an attachment to this Exhibit) evidence indicating that it has the financial standing, personnel and other resources (including adequate insurance) to timely obtain the Equipment and install same on the expedited Project schedule and otherwise comply with the Project requirements.

Exhibit B -Bidder Qualification Form

8. Insurance. If available at this time, please attach a certificate issued by your current Insurance Carrier(s) indicating the existence and limits of your coverage required in Article 37 of the General Conditions of the Contract.

10. Claims History.

(a) Within the last five (5) years, has the bidder, or any officer, director, member or owner of it, been a party to any lawsuit, any arbitration or participated in any other type of alternative dispute resolution process with regard to a claim, dispute, or disagreement arising from the bidder's (or any officer's, director's, member's or such owner's) performance or failure to perform its obligations under an agreement to provide services and conduct operations? (For purposes of this question, an "owner" of the bidder is any person who holds 10% or more of the stock or interest in the bidder organization.) Yes ___ No . If yes, for each such contract or project, explain fully the nature of the project, location, circumstances, your role, and, if resolved, the way any such claim or dispute was resolved:

(b) Within the last five (5) years, has any owner, client or customer of your organization made, asserted or pursued a claim against a Surety that issued a Performance Bond on a contract that was being performed by the bidder and that arose from its performance or failure to perform obligations under an agreement with that customer to provide services? Yes ___ No . If yes, for each such project, explain fully the nature of the matter, location, circumstances, your role, and, if resolved, the manner in which any Performance Bond claim was resolved:

(c) Within the last five (5) years, have any of your clients or customers formally declared that the bidder is in default or has breached a material obligation in any agreement to provide services or operations? Yes ___ No . If yes, for each such project, explain fully the nature of the project, location, circumstances, your role, and, if resolved, the manner in which any such default or breach was resolved:

(d) Has your organization ever failed to complete any work, contract or project awarded to it? Yes ___ No . If yes, please provide all details related to such matter.

Exhibit B -Bidder Qualification Form

(e) Are there any judgments against your organization, or against any of your officers or owners individually, that arise from any litigation or arbitration that have been entered but are not satisfied?
Yes ___ No If yes, please provide all details related to such matter:

(g) Within the last five years, has any officer, principal or owner of your organization ever been an officer or principal of another organization when it failed to complete a contract? (For purposes of this question, an "owner" of the bidder is any person who holds 10% or more of the stock or interest in the bidder.)
Yes ___ No If yes, please provide all details related to such matter:

CERTIFICATION

The undersigned representative of the Bidder certifies that he/she is authorized to sign below and submit this Bidder Qualification Form on its behalf, and that the information submitted is current, accurate, true and sufficiently complete so as not to be misleading.

Name of Bidder
Gillespie Construction, LLC
(Type or Print)
By: [Signature]
Signature
Ron Gillespie
Printed Name
Its: Member
Title of Representative

Sworn to and subscribed before me on this 23 day of May 2023. My Commission Expires August 21, 2023

[Signature]
Notary Public
SEAL

Commission Expiration Date



Exhibit C – Bid Bond Form

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Gillespie Construction LLC, Principal; and Merchants Bonding Company (Mutual), as Surety, are hereby held and firmly bound unto the City of Mountain Brook, as obligee, hereinafter called the City, in the sum of Five Percent of Amount Bid Not to Exceed Ten Thousand Dollars (\$ 5% not to exceed \$10,000.00) for the payment of which sum, well and truly to be made, the said Principal and Surety hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the City a certain Bid (Proposal), attached hereto and made a part hereof, to enter into a contract in writing with the City, for the following project or portion thereof:

Project: Brookwood Road Sidewalk Project
Location: Mountain Brook, Alabama
Engineer: Sain Associates

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be awarded and the Principal shall execute and deliver a contract in the Form of Agreement as included in the Contract Documents for the Project, and shall execute and deliver Performance Bond and Labor and Material Bond in the Forms as attached to the Contract Documents executed by a surety company authorized and qualified to make such bonds in the State of Alabama and in the amounts as required by the Instructions to Bidders and submit the insurance certifications as required by the bid document and fulfill all other qualifications and requirements of the Contract Documents and bid specifications (all properly completed in accordance with said Bid), and shall in all other respects perform the agreement created by the acceptance of said Bid within fifteen (15) days after the prescribed forms have been presented to Bidder for execution;

Then, this obligation shall be void, otherwise, the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by any extension of the time within which the City may accept such Bid; and said Surety does hereby waive notice of any such extension.

Exhibit C – Bid Bond Form

IN WITNESS WHEREOF, the above-bonded parties have executed this instrument under their several seals, this the 23rd day of May, 2023, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

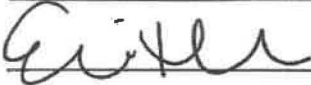
CONTRACTOR (Sign & Print Full Name)

Business Name: Gillespie Construction LLC

Signature: 

Name and Title: Ron Gillespie, Member

Address: 3304 3rd Avenue South, Jasper, AL 35501

Witness: 



SURETY (Sign & Print Full Name)

Company: Merchants Bonding Company (Mutual)

Agent: N/A

Attorney-in-Fact: 
(Attach certified copy of Power of Attorney) Jeffrey W. Cutshall

Address: 10 Inverness Center Pkwy., Suite 400
Birmingham, AL 35242

Attest: 
Jennifer Barranco



NOTE: Surety must be qualified and duly authorized to make bonds in the state. All Bonds and Sureties are subject to review and approval by the City Attorney. Valid current Power of Attorney for Corporate Surety must be attached.

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Albert B Evans; Jeffrey W Cutshall; Jennifer Barranco; Keith Harrelson; Ryan R McClendon

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation. In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December, 2022.



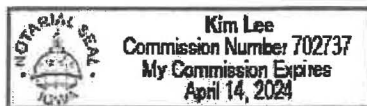
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of December 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 23rd day of May, 2023.



William Warner Jr.
Secretary

STATE OF ALABAMA

BID LIMIT: U
AMOUNT: UNLIMITED



LICENSE NO.: 47928
TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

GILLESPIE CONSTRUCTION LLC

JASPER, AL 35503

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

HS-S: SIGNS, MU-S: CONCRETE, MU-S: DRAINAGE AND CULVERT, MU-S: GRADING, MU-S: SEWER LINES, MU-S: WATER LINES

until August 31, 2023 when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

12th day of August, 2022

186881

Michael B. Ten

SECRETARY-TREASURER

Charles A. Corbett, Jr.

CHAIRMAN

RESOLUTION NO. 2023-090

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby awards the bid [B-20230515-866] for the Canterbury United Methodist Church Drainage Improvements project to Video Industrial Services Inc., in the amount of \$121,025.00 having been determined by the City to have submitted the only bid in conformance with the expressed specifications.

ADOPTED: This 12th day of June, 2023.

Council President Pro Tempore

APPROVED: This 12th day of June, 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 June 12, 2023, as same appears in the minutes of record of said meeting.

City Clerk



June 2, 2023

City of Mountain Brook
56 Church Steet
Mountain Brook, AL 35213-3700

Attn: Mr. Sam Gaston

Project Reference: Canterbury UMC Drainage Improvements
Bid # B-20230515-866
Award Recommendation

Mr. Gaston:

We are in receipt of the bids for work to perform CCCP Lining of the existing storm pipe at Canterbury United Methodist Church. In total, one proposal was received. The bids were prepared based on construction plans and technical specifications prepared by Schoel.

The proposals received are listed in the following table.

Contractor	Price
Video Industrial Services Inc.	\$ 121,025

The bidder is responsive and qualified to perform the work outlined in this project.

Based on the submitted bid, Schoel recommends consideration of award of this project to the apparent low bid submitted by Video Industrial Services, Inc.

Yours very truly,

SCHOEL ENGINEERING CO., INC.

A handwritten signature in black ink, appearing to read "Mark Simpson", is written over a faint, illegible background.

Mark Simpson, P.E., CFM

Cc: Mr. Ronald Vaughn, Public Works Director
Mr. Steven Boone, Finance Director

Attachments: Proposal form
Bid opening sign-in sheet
Bid opening bid tabulation

Established 1888

SCHOEL ENGINEERING COMPANY, INC.
1001 22nd Street South | Birmingham, AL 35205
P 205-323-6166 | F 205-323-2252 | schoel.com

VI. EXHIBITS

EXHIBIT A - CONTRACTOR BID RESPONSE FORM*

Below is the firm bid of the undersigned to perform the Canterbury UMC Drainage Improvements Project at the price indicated below. The undersigned submits this Form in response to the City's Invitation for Bids for this Project. The City may use the address and contact information below for its communications with the undersigned bidder. By submitting a bid, the undersigned acknowledges that it has read and understands the Contract Documents that apply to the Project and conditions for the award of the contemplated Contract and, except as may be listed in any exception sheet, submits its bid and agrees to perform the Work in accordance with the requirements in the Contract Documents.

(Instructions to Bidder: Please complete Parts A below and enter the Total Amount Bid. The Total Amount Bid shall be the sum of Column 5 in Part A.)

A. UNIT PRICE FOR ALL ITEM 1 OPERATIONS PER LINEAR FT. INSTALLED LINER

ITEM NO.*	1. DESCRIPTION	2. UNIT	3. ESTIMATED QUANTITY *	4. PRICE BID PER UNIT	5. PRICE FOR ALL ITEM 1 OPERATIONS (COL. 3 X COL. 4)
1	CCCP LINER	LINEAR FOOT	235	\$ 515.00	\$ 121,025.00

TOTAL AMOUNT BID: \$ 121,025.00 _____ *

VEDO INDUSTRIAL SERVICES
 Name of Firm or Company Submitting Bid
7721 2ND AVENUE NORTH
 Street Address
BIRMINGHAM AL 35206
 City State Zip
Heath Nelson
 Signature of Bidder Representative
HEATH NELSON
 Printed Name Representative Executing for Bidder
OPERATIONS MANAGER
 Title

6/1/2023
 Date of Bid
63-091-3211
 Tax Id # of Bidder
VEDOINDUSTRIAL.COM
 Web Site of Bidder
205-798-0300
 Office Ph. # Bidder
205-834-2979
 Cell Ph. # Bidder Contact
HNELSON@VEDOINDUSTRIAL.COM
 Email Address Bidder Rep.

This Bid Response must be notarized.

Sworn to and subscribed before me on this 30th day of MAY 2023.

Carla F Carpenetti
 Notary Public



SEAL

* Notes:

I. INVITATION FOR BIDS

CITY OF MOUNTAIN BROOK - INVITATION FOR BIDS CANTERBURY UMC DRAINAGE IMPROVEMENTS PROJECT – BID # B-20230515-866

Bid Submission Deadline & Bid Opening Time:
Address for Bid Submission

Thursday, June 1, 2023 – 10:00 A.M.
City Hall - City of Mountain Brook
56 Church Street,
Mountain Brook, AL 35213-3700
ATTN: City Manager/Purchasing Agent

The City of Mountain Brook, Alabama (“City”) invites interested contractors to submit sealed bids to the above noted address for the award of a contract (“Contract”) for the installation of a CCCP Liner in an existing CMP storm pipe for the Canterbury UMC Drainage Improvements in the City (the “Work” or “Project”). Bids must be submitted by the time and date specified above, at which time those bids will be publicly opened and read as soon thereafter as practicable. Each bidder is responsible for mailing or delivering its bid so that it will be actually received at the above address and location at or before the time of the specified bid opening; bids received after that time will not be considered. Bidders who plan to attend the bid opening should contact Janet Forbes at 202-802-3800 to receive access to City Hall and other information about that opening.

Interested contractors may obtain the Project Manual (which includes the Specifications and all other Contract Documents) by contacting Mr. Mark Simpson at msimpson@schoel.com or downloaded online at the City of Mountain Brook’s website at <https://www.mtnbrook.org/rfps>.

The City requires that the Work be substantially completed within 30 days after Notice to Proceed. The City will not conduct a Pre-Bid Conference in connection with this Project or the award of the Contract. Technical questions about the Work or Project should be directed in writing to Mr. Mark Simpson at msimpson@schoel.com. Questions about purchasing or other matters related to transacting business with the City may be directed to Steven Boone, Finance Director, City of Mountain Brook, at boones@mtnbrook.org.

To be considered for the award of the contract on this Work, an interested contractor must complete and return the Contractor’s Bid Response Form and provide other information requested in the Project Manual. Also, the successful contractor must possess the minimum experience and qualifications to perform the Work as specified in those materials.

Each bidder is required to furnish with its bid a bid bond, cashier’s check or other similar form of bid security acceptable to the City in the amount of not less than 5% of their bid, but not more than \$10,000.00, to secure its intent to perform the Work if it receives the award. Further, when selected, the successful contractor must provide a Performance Bond in the amount of the Contract Price and a Labor & Materials Bond in the amount of half that Price.

The award of the contemplated Contract will be made in compliance with Ala. Code §39-2-1 *et. seq.*(1975). The award will be made to a responsible contractor that meets minimum qualifications and submits the lowest responsive bid that the City determines is most advantageous to it. In making that determination, the City, in the exercise of its sole judgment, may consider factors other than just price. These factors will include, but not be limited to, the bidder’s experience in successfully completing similar projects, its Claims History, its resources to perform the obligations under the Contract on an expedited basis, and the training and experience of the Project Team that it will provide to serve the City.

The City reserves the right to accept or reject any or all bids and to waive formalities related to submitted bids.

s/ Sam S. Gaston
City Manager/Purchasing Agent

May 15, 2023

Dates of Advertisement: May 15, 2023. City of Mountain Brook-City Hall, City of Mountain Web Site

II. SPECIFICATIONS

1. GENERAL REQUIREMENTS.

The City of Mountain Brook ("City") anticipates awarding a contract ("Contract") for the repair of one culvert (the "Culvert") near Canterbury United Methodist Church in the City (the "Work" or "Project"). The successful contractor ("Contractor") shall be responsible to furnish all labor, supervision, materials, tools, fuel, power, equipment, incidentals, and services required to complete the Project in conformity with the requirements in the Specifications and all other Contract Documents.

The Work on the Project principally consists of the operations that are detailed on EXHIBIT E (the Supplementary and Technical Conditions) and EXHIBIT F (the Drawings and Plans) to repair and restore the functionality of an existing metal culvert. The operations on EXHIBIT E fall into the following categories:

- (1) Item 1 – operations to install a concrete CCCP liner within the entire circumference of the Culvert (the "CCCP Liner") with a minimum thickness of 0.5", not to exceed 1.0". These operations include clearing and cleaning the Culvert, installing the specified liner, and all ancillary operations related thereto. On EXHIBIT A (the Contractor Bid Form), the City has estimated the total Linear Feet of CCCP Liner that may be required. The City will compensate Contractor for its work on Item 1 on a Unit Price basis that is calculated based on the actual linear feet of CCCP Liner that Contractor installs. When proposing its Unit Price for Item 1 on EXHIBIT A, Contractor shall include in that Unit Price all expenses it may incur related to work specified in Item No. 1 (including, but not limited to, its cost of the specified concrete liner or other materials, equipment, labor, incidental costs, and all ancillary operations to perform the contemplated functions); and the contractor shall also provide to the owner a video inspection of each of the two adjacent and parallel 36" concrete pipes. The video shall be provided in common digital format, with a report detailing any deficiencies in the pipes.

In completing EXHIBIT A, Contractor's Total Bid shall be the sum of its Unit Price for the work contemplated on Item 1 City's Estimated 235 Linear Feet of CCCP Liner.

In addition to the provisions, terms and understandings between the parties set forth in other Contract Documents (as defined below), the following provisions in these Specifications also apply to the Contract.

A. Contract/Contract Documents/Intent of Documents. As used herein, the term "Contract" refers to the written agreement between the City and the successful Contractor for the performance of the Work. The Contract includes all the following documents and any approved addenda and change orders thereto: Invitation for Bids; Specifications (including these General Requirements, EXHIBIT D – General Conditions of the Contract, EXHIBIT E - Supplementary and Technical Conditions, EXHIBIT F - Drawings and Plans, and all other documents in this Project Manual); Instructions to Bidders; Contractor Qualifications/Requirements for Award; Contract Award Process, completed EXHIBIT A - Contractor Bid Response Form, completed EXHIBIT B - Bidder Qualification Form, and EXHIBIT C – Construction Contract (collectively, the "Contract Documents").

The intent of the Contract Documents is to prescribe the operations that the Contractor must undertake to fully comply with its obligations under the Contract. The Contractor shall do all work as provided in the Contract, and shall do such additional, extra and incidental work as may be reasonably necessary to complete the work in a satisfactory and acceptable manner. Any work or material not shown in the Specifications but which may be fairly implied as included in any item of the Contract shall be performed and/or furnished by the Contractor without additional charge thereof.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Hartford, Connecticut 06183

BID BOND

CONTRACTOR:

(Name, legal status and address)

Video Industrial Services, Inc.
7721 2nd Avenue North
Birmingham, AL 35206

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER:

(Name, legal status and address):

City of Mountain Brook
City Hall – Attn: City Manager/Purchasing Agent
56 Church Street
Mountain Brook, AL 35213-3700

BOND AMOUNT: Five Percent of Bid Price (5%)

(Name, location or address, and Principal number, if any)

Canterbury UMC Drainage Improvements, Project – Bid # B-20230515-866.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 1st day of June, 2023.

Video Industrial Services, Inc.

(Principal)

(Seal)

(Witness)



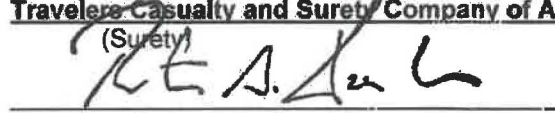
(Witness)

(Title)

Travelers Casualty and Surety Company of America

(Surety)

(Seal)



(Title) Peter S. Forker, Attorney-in-Fact



STATE OF ILLINOIS }
COUNTY OF KENDALL }

I, Gina M. Damato a Notary Public in and for said County, do

hereby certify that Peter S. Forker Attorney -in-Fact, of the:

- THE TRAVELERS INDEMNITY COMPANY
- TRAVELERS CASUALTY & SURETY COMPANY
- TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
- FARMINGTON CASUALTY COMPANY
- UNITED STATES FIDELITY AND GUARANTY COMPANY
- ST. PAUL FIRE AND MARINE INSURANCE COMPANY
- FIDELITY AND GUARANTY INSURANCE COMPANY
- FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
- ST. PAUL GUARDIAN INSURANCE COMPANY
- ST. PAUL MERCURY INSURANCE COMPANY

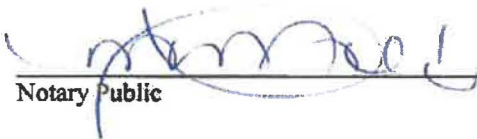
Who is personally known to me to be the same person, whose name is subscribed to the foregoing, instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered said instrument for and on behalf of:

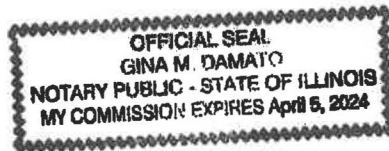
- THE TRAVELERS INDEMNITY COMPANY
- TRAVELERS CASUALTY & SURETY COMPANY
- TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
- FARMINGTON CASUALTY COMPANY
- UNITED STATES FIDELITY AND GUARANTY COMPANY
- ST. PAUL FIRE AND MARINE INSURANCE COMPANY
- FIDELITY AND GUARANTY INSURANCE COMPANY
- FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
- ST. PAUL GUARDIAN INSURANCE COMPANY
- ST. PAUL MERCURY INSURANCE COMPANY

For the uses and purposed therein set forth.

Given under my hand and notarial seal at my office in the City of Yorkville in said

County, this 1st day of June A.D. 2023


Notary Public





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Peter S Forker** of **ROLLING MEADOWS**, Illinois, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-In-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **1st** day of **June**, 2023




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

BID TABULATION

Owner: City of Mountain Brook, Alabama
 Project: Canterbury UMC Drainage Improvements BID # B-20230515-866
 Bid Date: 6/1/2023
 Bid Time: 10:00 a.m.
 Bid Location: City Hall, 56 Church Street, Mountain Brook, AL 35213

Bidder	AL GC License No.	License No. on Envelope (Yes/No)	Bid Bond Attached	Total Amount Base Bid
<i>Video Industrial</i>	<i>15909</i>	<i>yes</i>	<i>yes</i>	<i>121,025.00</i>

RESOLUTION NO. 2023-091

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby recommends to the State of Alabama, Alcoholic Beverage Control Board, the issuance of a 020 – Restaurant Retail Liquor license to Condado Tacos 51 LLC, (trade name: Condado Tacos), 2800 Cahaba Village Plaza suite 130, Mountain Brook, AL 35243.

BE IT FURTHER RESOLVED that the City Clerk is hereby instructed to forward a copy of this resolution to the State of Alabama, Alcoholic Beverage Control Board.

ADOPTED: This 12th day of June, 2023.

Council President Pro Tempore

APPROVED: This 12th day of June, 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 June 12, 2023, as same appears in the minutes of record of said meeting.

City Clerk



CITY OF MOUNTAIN BROOK

P. O. Box 130009
Mountain Brook, Alabama 35213-0009
Telephone: 205.802.2400
Facsimile: 205.879.6913
www.mtnbrook.org

June 13, 2023

Ms. Valencia Johnson
Alabama ABC Board
234 Aquarius Drive, Suite 103
Homewood, AL 35209

Facsimile: (205) 942-2101

Gentlemen:

Attached is a copy of a resolution passed at the June 12, 2023, City Council meeting recommending the issuance of 020 – Restaurant Retail Liquor license as follows:

Condado Tacos 51 LLC
Trade name: Condado Tacos
2800 Cahaba Village Plaza, Suite 130
Mountain Brook, AL 35243

If you have any questions, please call me at 802-3823.

Sincerely,

Heather Richards
City Clerk

Enclosure

c: Jon Archer
jarcher@jbplaw.com



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20230531144610838

Type License: 020 - RESTAURANT RETAIL LIQUOR **State:** \$300.00 **County:** \$300.00
Type License: **State:** **County:**
Trade Name: CONDADO TACOS **Filing Fee:** \$50.00
Applicant: CONDADO TACOS 51 LLC **Transfer Fee:**
Location Address: 2800 CAHABA VILLAGE PLZ; STE 130 MOUNTAIN BROOK , AL 35243
Mailing Address: 777 GOODALE BLVD; SUITE 200 COLUMBUS, OH 43212
County: JEFFERSON **Tobacco sales:** NO **Tobacco Vending Machines:**
Product Type: **Type Ownership:** LLC
Book, Page, or Document info: 001-034-274
Do you sell Draft Beer?:
Date Incorporated: 08/11/2022 **State incorporated:** AL **County Incorporated:** MONTGOMERY
Date of Authority:
Federal Tax ID: 88-3755541 **Alabama State Sales Tax ID:** R011703573

Name:	Title:	Date and Place of Birth:	Residence Address:
CHRISTOPHER JOSEPH ARTINIAN VJ186993 - TN	CEO	07/06/1969 NEW YORK, NY	6636 LONGSHIRE ST DUBLIN , OH 43017
JOSEPH DANIEL KAHN 147052987 - TN	PRESIDENT	02/04/1972 BAHAMAS	2903B COMPTON ROAD NASHVILLE , TN 37215

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: JON ARCHER **Home Phone:** 251-626-7704
Business Phone: 251-626-7704 **Cell Phone:** 251-626-7704
Fax: **E-mail:** JARCHER@JBPLAW.COM

PREVIOUS LICENSE INFORMATION: **Previous License Number(s)**
Trade Name: **License 1:**
Applicant: **License 2:**



**STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION**



Confirmation Number: 20230531144610838

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
 Name of Property owner/lessor and phone number: **CAHABA VILLAGE PROPERTIES, LLC 205-939-3111**
 What is lessors primary business? **PROPERTY OWNERSHIP/MANAGEMENT**
 Is lessor involved in any way with the alcoholic beverage business? **NO**
 Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

Does the premise have a fully equipped kitchen? **YES**
 Is the business used to habitually and principally provide food to the public? **YES**
 Does the establishment have restroom facilities? **YES**
 Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **YES**

Will the business be operated primarily as a package store? **NO**
 Building Dimensions Square Footage: **3846** Display Square Footage:
 Building seating capacity: **190** Does Licensed premises include a patio area? **YES**
 License Structure: **ONE STORY** License covers: **ENTIRE STRUCTURE**
 Number of licenses in the vicinity: Nearest:
 Nearest school: Nearest church: Nearest residence: **0 blocks**
 Location is within: **CITY LIMITS** Police protection: **CITY**

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:



**STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION**



Confirmation Number: 20230531144610838

Initial each

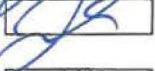
Signature page



In reference to law violations, I attest to the truthfulness of the responses given within the application.



In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.



In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

N/A

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

N/A

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

N/A

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.



In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.



The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

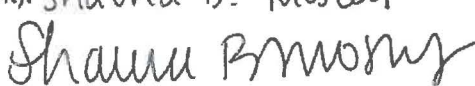


I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): *Jon Archer for Condado Texas 51, LLC*

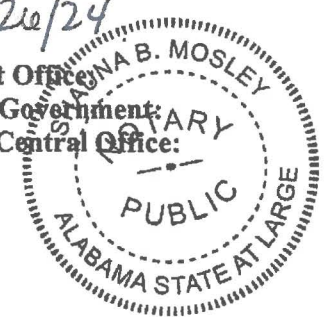
Signature of Applicant: 

Notary Name (print): *Shauna B. Mosley*

Notary Signature:  Commission expires: *5/20/24*

Application Taken: App. Inv. Completed:
Submitted to Local Government:
Received in District Office: Reviewed by Supervisor:

Forwarded to District Office:
Received from Local Government:
Forwarded to Central Office:



RESOLUTION NO. 2023-092

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby accepts the professional services agreement submitted by Skipper Consulting, Inc., in the form as attached hereto as Exhibit A, with respect to on-call traffic engineering services.

ADOPTED: This 12th day of June, 2023.

Council President Pro Tempore

APPROVED: This 12th day of June, 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 June 12, 2023, as same appears in the minutes of record of said meeting.

City Clerk

PROFESSIONAL SERVICES AGREEMENT
Between
The City of Mountain Brook and Skipper Consulting, Inc.

This Agreement is made by and between the **City of Mountain Brook, Alabama** (“**Client**”), doing business at 56 Church Street, Mountain Brook, Alabama 35213 and, **Skipper Consulting, Inc.** (“**Consultant**”), doing business at 3644 Vann Road, Suite 100, Birmingham, Alabama 35235.

WHEREAS, during the duration of this Agreement, the City Manager for the Client may request in a writing to the Consultant’s undersigned representative that it perform general traffic engineering services on small matters or projects affecting the City of Mountain Brook (the “**Services**” or collectively a “**Project**”);

WHEREAS, the Consultant may commence work on a request for **Services** after, in writing, it acknowledges the City Manager’s request and furnishes Client a scope of work (which will include a schedule) for the work it will perform in response thereto (the “**Scope of Work**”); and

WHEREAS, the Client and Consultant agree that the **Services** will be performed according to the terms of this Agreement (which include Exhibit A), the City Manger’s written request, and Consultant’s **Scope of Work**, all of which along with the Addendum constitute the entire Agreement concerning the performance of **Services** hereunder.

1. PROFESSIONAL SERVICES: The Consultant agrees to perform its **Services** in a manner that is consistent with professional skill and care that would be provided by other professionals in its industry under same or similar conditions, and in the orderly progress of the **Project**.

2. CLIENT’S RESPONSIBILITIES: 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 its files. The Consultant may rely on the information provided by the Client without verification.

The Client will designate a representative who shall have the authority to act on behalf of the Client for this project.

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.

3. COMPENSATION/ BILLING/ PAYMENT: Skipper Consulting Inc. will undertake and perform the work and services as requested by the City on a time and materials basis, including reimbursement of out-of-pocket expenses, according to the labor rate and expense schedule included in Exhibit A. The maximum amount billable under this contract shall be **\$20,000.00**. The duration of the contract shall be for a period not to exceed twenty-four (24) months from the date of execution of the agreement, or until such a time that the maximum amount billable under this agreement has been expended.

The CLIENT will bill for its **Services** monthly based on the work completed during the billing period. Invoices for uncontested amounts are payable within 30 days from the receipt by the Client, and such payment shall not be contingent or dependent upon any conditions or any action or undertaking of the Client other than those conditions, if any, specifically set forth in this Agreement.

If for any reason, payment for uncontested amounts reflected on invoices is more than 30 days delinquent, the Consultant shall have the right to stop work on the assignment until such payment is made. The Consultant will not be liable for any delays to project schedules caused for such work stoppage.

4. STANDARD TERMS AND CONDITIONS

The Client shall have final right of review and approval of all plans and specifications that shall be delivered in connection with the performance of the Services; however, review and approval shall not be withheld unreasonably.

The rights and obligations of the parties to this Agreement may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

Either party may terminate this Agreement upon 10 days' written notice to the other party should the defaulting party substantially fail to perform any or its material responsibilities in the Agreement through no fault of the party desiring to terminate. In the event of termination of this Agreement, due to the fault of a person or party other than the Consultant, Consultant shall be paid for Services performed to termination date.

The Consultant agrees to furnish consulting services only related to the Project. Consultant shall be responsible for coordination of its work with that of Client.

This Agreement (including Exhibit A and the Addendum) shall constitute the entire agreement between the parties concerning the matters herein, and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated into this Agreement.

Any modification or amendment of this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

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

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

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.

Neither party to this Agreement shall be liable to the other for any loss, cost, or damages, arising out from or resulting from, any failure to perform in accordance with its terms where the causes of such failure shall occur due to events beyond a party's reasonable control, include, but not limited to, the following: acts of God, strikes, lockouts, or other industrial disturbances, wars, whether declared or undeclared, blockades, insurrections, riots, governmental action, explosions, fire, floods, or any other cause not within the reasonable control of either party.

Consultant shall secure and maintain such insurance as is reflected on the Addendum.

Client shall provide Consultant access to the Project site necessary for the Consultant to provide the services outlined.

The Client's reuse of any report, documents or other deliverables prepared by the Consultant for the Project on any other project without written verification by the Consultant shall be at the Client's risk.

The persons signing this Agreement warrant that they have the authority to sign on behalf of the Client and Consultant.

CLIENT: CITY OF MOUNTAIN BROOK, AL

CONSULTANT: SKIPPER CONSULTING INC.

By: _____

By: Richard L. Caudle

Printed Name: _____

Printed Name: Richard L. Caudle, P.E.

Title: _____

Title: Senior Traffic Engineer

Date: _____

Date: June 6, 2023

EXHIBIT "A"

**Skipper Consulting, Inc.
Hourly Labor Rates**

<u>Classification</u>	<u>Hourly Rate</u>
Clerical	\$ 50.00/hour
Engineering Technician	\$ 85.00/hour
Technician/CADD I	\$ 50.00/hour
Technician/CADD II	\$ 100.00/hour
Traffic Engineer I	\$ 110.00/hour
Traffic Engineer II	\$ 135.00/hour
Traffic Engineer III	\$ 180.00/hour
Senior Traffic Engineer I	\$ 190.00/hour
Sr. Transportation Engineer/Planner	\$ 200.00/hour
Senior Traffic Engineer II	\$ 215.00/hour
Principal	\$ 235.00/hour
 <u>Direct Expenses</u>	
Mileage	IRS current rate plus 10%
Traffic counts, etc.	cost plus 10%
Misc. Direct Expenses	cost plus 10%

ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MOUNTAIN BROOK AND SKIPPER CONSULTING, INC. – TRAFFIC ENGINEERING SERVICES (On-Call Traffic Engineering Services)

THIS ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT (“the/this Addendum”) between the City of Mountain Brook, Alabama (“the City”) and Skipper Consulting, Inc. (“the Contractor”) is entered between the parties.

This Addendum is a part of the Professional Services Agreement between the parties (the “Agreement”) concerning the work, services or project described in the Agreement. In the event of any conflict between the terms and provisions of this Addendum and the Agreement, the terms herein supersede and control any conflicting or inconsistent terms or provisions, particularly to the extent the conflicting or inconsistent terms or provisions in the Agreement purport either to (a) confer greater rights or remedies on the Contractor than are provided herein or under otherwise applicable law, or to (b) reduce, restrict, or eliminate rights or remedies that would be available to the City under otherwise applicable law. The Addendum shall remain in full force and effect with respect to any amendment, extension, or supplement of or to the principal Agreement, whether or not expressly acknowledged or incorporated therein. No agent, employee, or representative of the City is authorized to waive, modify, or suspend the operation of the Addendum or any of its terms or provisions without the express approval of the Mountain Brook City Council.

1. *Definitions.* For purposes of this Addendum, the terms below have the following meanings:
 - A. “*The City*” refers to and includes the City of Mountain Brook, Alabama, and its constituent departments, boards, and agencies. The City may also be referenced in the Agreement as the “Client.”
 - B. “*The (this) Agreement*” refers to the principal contract, agreement, proposal, quotation, or other document that sets forth the basic terms and conditions under which the Contractor is engaged to provide goods, materials, or services to the City, including the payment or other consideration to be provided by the City in exchange therefor.
 - C. “*The Contractor*” refers to the person, firm, or other legal entity that enters the Agreement with the City to provide goods, materials, or services to the City, and includes vendors and suppliers providing goods, materials, and services to the City with or without a formal contract as well as the Contractor’s vendors, suppliers, and subcontractors. The Contractor may also be referenced in the Agreement as the “Consultant.”

2. *Dispute Resolution.* If a disagreement, claim, issue or disagreement arises between the parties with respect to the performance of this Agreement or the failure of a Party to perform their respective rights or obligations hereunder (a “Dispute”), the parties will use reasonable efforts to resolve any Dispute at the designated representative level. If the parties are unable to amicably resolve any Dispute at that level, each agree to escalate that matter to senior managers or senior officials for consideration by and potential resolution by them. If the Dispute is not resolved at the senior level, the dispute resolution mechanism shall be litigation in a court with competent jurisdiction that is located in Jefferson County, Alabama.

3. *Attorney's Fees; Court Costs; Litigation Expenses.* The City shall not be liable for attorney's fees, court costs, litigation expenses, and like charges except and to the extent such fees, costs, and charges would be assessed against the City under applicable law in the absence of any contractual provision imposing or assigning liability therefor.

4. *Late Payment Charges; Fees; Interest.* The City shall not be liable for any late payment charges, interest, or fees on any delinquent bill for goods, materials, or services, and bills rendered to the City shall not be considered delinquent any earlier than thirty (30) days after rendition of a complete and accurate bill by the Contractor. Contested bills shall not be considered delinquent pending resolution of the dispute.

5. *Indemnification; Hold-Harmless; Release; Waiver; Limitations of Liability or Remedies.* The City shall not and does not indemnify, hold harmless, or release the Contractor or any other person, firm, or legal entity for, from, or with respect to any claim, cause of action, cost, charge, fee, expense, or liability whatsoever arising out of or relating to the subject matter of the Agreement or the performance or nonperformance thereof; nor shall or does the City waive its right to assert or pursue any remedy or claim for relief of any kind that it may have against the Contractor or any other person, firm, or entity for any actual or alleged default or other breach of legal duty on the part of the Contractor or any person, firm, or entity in privity therewith or acting on Contractor's behalf. Any limitation or restriction regarding the type, nature, form, amount, or extent of any right, remedy, relief, or recovery that would otherwise be available to the City is expressly disavowed, excluded from the terms of the agreement, and void.

6. *Choice of Law; Choice of Venue or Forum.* The meaning, legal effect, and enforcement of terms and provisions of the Agreement and the resolution of any disputes arising thereunder or relating thereto shall be governed by the laws of the State of Alabama except to the extent otherwise required by applicable conflict-of-law principles. The venue of any suit, action, or legal proceeding brought to enforce or secure relief by reason of any asserted breach of duty arising out of or relating to the performance or nonperformance of the Agreement shall be Jefferson County, Alabama except to the extent otherwise required by applicable principles of law.

7. *Construction of Addendum.* Nothing in this Addendum shall be construed to create or impose any duty or liability on the City, to create a right or remedy in favor of the Contractor against the City, or to restrict or abrogate any right or remedy that is available to the City against the Contractor or any other person, firm, or entity under either the principal Agreement or as a matter of law.

8. *Independent Contractor.* Consultant's relationship to Client at all times is that of an independent contractor. Consultant exclusively controls the means and methods in which it performs its operations or provides the goods, services or undertaking described in the Agreement. The Client does not reserve any right of control over Consultant's operations or the activities it utilizes to perform its obligations in the Agreement.

9. *Contractor's Insurance Requirements:* For the duration of this Agreement and for limits not less than stated below, the Contractor shall maintain the following insurance with a company(ies) lawfully authorized to do business in the location of the Project and reasonably acceptable to the City:

.1 **Comprehensive General Liability:** This insurance shall cover all operations performed by or on behalf of Contractor, and provide coverage for bodily injury and

property damage with a combined single limit of not less than \$500,000 per occurrence.

.2 Automobile Liability: If the work or services performed by the Contractor involves use of motor vehicles on public streets, Automobile Liability covering owned and rented vehicles operated by Contractor with policy limits of not less than Five Hundred Thousand Dollars (\$500,000) combined single limit and aggregate for bodily injury and property damage, per occurrence.

.3 Workers Compensation: Workers' Compensation and Employers Liability as required by statute.

.4 Professional Liability: If Contractor is providing professional services, Professional Liability covering Contractor's negligent acts, errors and omissions in its performance of professional services with policy limits of not less One Million Dollars (\$1,000,000) per claim and in the aggregate.

Contractor may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies. These insurance requirements are in addition to and do not affect any indemnification obligation of Contractor herein.

All policies, except for the Workers Compensation and Professional Liability policies shall contain endorsements naming the City, and its officers, employees and agents as additional named insured with respect to liabilities that arise out of and result from the operations of the Contractor or its performance of Services or work. The additional named insured endorsement shall not limit the scope of coverage to the City to vicarious liability, but shall allow coverage for the City to the fullest extent provided by the policy.

All insurance policies required herein are to be primary and non-contributory with any insurance or self-insurance program administered by the City.

Before commencement of Services hereunder, Contractor shall provide the City a certificate(s) of insurance and endorsements (including the additional insured endorsements) evidencing compliance with the requirements in this section. This certificate(s) shall provide that such insurance shall not be terminated or expire without thirty (30) days advance notice to the City.

10. *Indemnification for Claims by Third Parties.* The Contractor agrees to defend, indemnify, and hold harmless the City, and its agents, employees and officials (collectively hereinafter the "Indemnitees") from and against all demands, actions, damages, judgments, expenses (including but not limited to attorneys' fees, expert fees, court costs and other litigation costs), losses, damages, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property, or those for financial loss or damages, collectively hereinafter "Claim(s)") that are made against the City by any third parties (including any employee, agent or representative of the Contractor, collectively "Third Parties") to the extent that such Claims are caused or allegedly caused by the negligence of the Consultant in the performance of its Services, its work on the Project described in the Agreement or its failure to perform its obligations in the Agreement.

11. **EXCLUSION OF CONSEQUENTIAL DAMAGES.** THE CONTRACTOR AGREES AND ACKNOWLEDGES THAT, IN THE EVENT THAT IT ASSERTS ANY CLAIM, DEMAND OR ACTION OF ANY TYPE AGAINST THE CITY ARISING FROM ITS ALLEGED BREACH OF THE AGREEMENT OR ITS FAILURE TO PERFORM ANY OF ITS OBLIGATIONS THEREUNDER, THE MAXIMUM AMOUNT THAT THE CONTRACTOR MAY RECOVER FROM THE CITY AS DAMAGES IN ANY SUCH ACTION IS LIMITED TO THE ACTUAL DAMAGES THAT DIRECTLY ARISE FROM THAT BREACH. THE CONTRACTOR FURTHER ACKNOWLEDGES THAT THE COMMERCIAL TERMS HEREIN WERE PROPOSED AND BASED ON THE ASSUMPTION THAT THIS SPECIFIC LIMITATION IS APPLICABLE, AND THAT THE CITY WOULD NOT ENTERED INTO THIS AGREEMENT WITHOUT INCLUDING THIS LIMITATION. IN NO EVENT WILL THE CITY BE LIABLE TO THE CONTRACTOR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR OTHER SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS. NOTHING IN THIS PROVISION IS INTENDED TO IMPACT, MODIFY, AMEND OR LIMIT THE TERMS OR APPLICATION OF THE INDEMNIFICATION PROVISION IN THE PROVISION ABOVE THAT PERTAINS TO CONTRACTOR'S OBLIGATIONS TO INDEMNIFY THE CITY FOR CLAIMS MADE AGAINST THE CITY BY THIRD PARTIES.

CITY: CITY OF MOUNTAIN BROOK

CONTRACTOR: SKIPPER CONSULTING INC.

By: _____

By: Richard L. Caudle

Printed Name: _____

Printed Name: Richard L. Caudle, P.E.

Title: _____

Title: Senior Traffic Engineer

Date: _____

Date: June 6, 2023

Heather Richards <richardsh@mtnbrook.org>

FW: Stormwater Detention Ordinance Revisions

Sam Gaston <gastons@mtnbrook.org>
To: Heather Richards <richardsh@mtnbrook.org>

Thu, Jun 8, 2023 at 4:22 PM

These ordinance changes need to go on the formal agenda as a 1st reading.

Sam S.Gaston

City Manager

City of Mountain Brook, AL.

56 Church Street

P.O. Box 130009

Mountain Brook AL. 35213

(205) 802-3803 Phone

www.mtnbrook.org

From: William Thomas [<mailto:wthomas@schoel.com>]
Sent: Thursday, June 08, 2023 3:11 PM
To: Sam Gaston
Cc: Walter Schoel III
Subject: Stormwater Detention Ordinance Revisions

Sam,

Attached is a redlined version of the draft stormwater ordinance Whit sent to me. The draft ordinance is almost word for word what we recommended and provided to him. The only variation is that no minimum new impervious threshold for applicability is included in the draft ordinance as currently written. We had originally stated that development occurring within a critical basin is subject to the following provisions set forth in this article unless the impervious area is not increased by more than 5% or 150 square feet, whichever is less. The current draft does not include a minimum threshold, therefore any and all development would be subject to its requirements. It may be a burden to regulate with no threshold as mentioned by Glen Merchant. Also, the expense of hiring an engineer/landscape architect for small projects may make minor improvements cost prohibitive for the public. When we met earlier this spring, I think we agreed that this ultimately should fall on the Council to make the final decision whether to include or not include a minimum new impervious threshold. Let me know if you have any questions. Thanks.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 113 OF THE CITY CODE

WHEREAS, the City Council of the City of Mountain Brook, Alabama (the "City Council") heretofore has adopted an ordinance ("Stormwater Detention Ordinance") regulating development that will have an impact on the amount or rate of discharge of stormwater runoff, in the City of Mountain Brook ("City"); and

WHEREAS, within the City there are several watersheds or drainage basins with aging infrastructure where efficient and effective conveyance of stormwater runoff during large rainfall events proves difficult and where continued re-development pressure and additions to existing structures further tax these already strained stormwater drainage systems and exacerbate the infrastructure problems; and

WHEREAS, as part of developments, the City has seen natural permeable areas covered by impermeable surfaces, such as rooftops, driveways, and parking lots, resulting in more of the rain becoming runoff and leaving sites at a faster rate; and,

WHEREAS, to mitigate the adverse effects of development to the existing storm drainage systems and downstream properties, a comprehensive review of city watersheds, existing development, city drainage infrastructure, and best practices with respect to stormwater control was conducted to identify and develop new stormwater regulations; and

WHEREAS, such comprehensive review has led to the identification of watersheds or basins in the City that have been determined to have existing stormwater infrastructure problems and/or elevated re-development pressures ("Critical Basins") and which merit special regulations to help mitigate against those problems and pressures; and

WHEREAS, the Critical Basins are identified on the Mountain Brook Drainage Basin Report adopted by the City as a part hereof and depicted on the Critical Basins Exhibit, which is made a part of this Ordinance and approved as the official Critical Basin designation of the City; and

WHEREAS, the special regulations for Critical Basins in the City require site-specific stormwater designs that will manage increases in stormwater runoff rates and volume due to proposed developments to pre-development runoff rates and volumes for specified design storm events, which, in turn, will result in post-construction hydrology mimicking pre-development hydrology within each such Critical Basin; and

WHEREAS, after receiving public commentary and input from the community about stormwater management in the City, the City Council has determined that it is in the public interest and in the interest of its residents, property owners and community members that

additional development controls in Critical Basins are necessary and appropriate for stormwater control; and

WHEREAS, the amendment of the City's Stormwater Detention ordinance to provide for special regulations in the enumerated Critical Basins of the City will promote the public safety, health and general welfare of its residents, property owners, and community members.

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

Section 1. Section 113-224(c) of the City Code shall be amended by adding the following definitions:

“(3) Critical Basin - Watersheds determined by the City to have existing stormwater infrastructure problems and/or subject to re-development pressure are deemed critical watersheds or critical basins.

(4) Water Quality Volume (WQ_v) – The volume of runoff produced by the 1.1-inch rain event. The WQ_v can be calculated as shown in the equation below.

$$WQ_v = 1.1 \text{ inches} \times \text{Additional Impervious Area}''$$

Section 2. Chapter 113, Article III of the City Code shall be amended by adding the following as Section 113-231:

“Section 113-231 -Requirements applicable to development in Critical Basins.

(a) *Applicability.* All development occurring within a Critical Basin is subject to the provisions set forth in this section in addition to the other provisions of this Article.

(b) *Management of Runoff.* Development in Critical Basins are required to manage increases in runoff rate and runoff volume due to a proposed development such that post-development drainage conditions mimic the pre-development (or existing) conditions of the site. Runoff volume controls are required to capture the runoff from the 1.1-inch rain event onsite and infiltrate or manage with extended detention. The runoff volume from the 1.1-inch rainfall event is termed the Water Quality Volume (WQ_v). For sites with soils that have low infiltration rates or other site constraints that inhibit the use of infiltration measures, extended detention may be used. The WQ_v must be released over a 24 to 36-hour period when using extending detention to manage runoff volume.

(c) *Acceptable Measures to Control Runoff Volume.* Acceptable measures to control runoff volume include the following:

1. Bioretention, rain gardens, infiltration swales, or other practices designed to capture and infiltrate runoff

Comment [WT1]: No threshold as currently written. We had originally stated that development occurring within a critical basin is subject to the following provisions set forth in this article unless the impervious area is not increased by more than 5% or 150 square feet, whichever is less. It may be a burden to regulate with no threshold (Glen Merchant mentioned this). Also, the expense of hiring an engineer/landscape architect for small projects may make minor improvements cost prohibitive for the public.

2. Permeable Pavement or paver systems
3. Discharge of impervious surfaces onto pervious areas
4. Other systems or practices intended to infiltrate rainfall may be considered if supported in the Low Impact Development Handbook for the State of Alabama or similar reference and agreed to by the City of Mountain Brook.
5. Extended Detention designed to store and release the WQ_v over a 24 to 36-hour period.

The WQ_v from any additional impervious area (or an equivalent area of existing impervious area) must be controlled by directing it to an acceptable stormwater control measure as listed above. A combination of measures may be used to meet the requirements of this article. The stormwater management design shall demonstrate that a runoff volume equal or greater than the WQ_v is managed onsite by stormwater control measures, or alternately that the runoff volume is not increased.

- (d) *Peak Runoff Rate Controls.* The stormwater management design must also 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.
- (e) *Non-conforming Properties.* For existing properties that exceed the maximum allowable 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 such maximum allowable impervious area.
- (f) *Stormwater Management Design.* 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 to the City along with plans and details to verify the adequacy of the stormwater management design for the property and demonstrate compliance with the requirements of this article.”

Section 3. The Mountain Brook Drainage Basin Report and the map titled Critical Basins Exhibit are hereby approved as the official Critical Basin designation of the City and the areas designated as Critical Basins thereby shall be subject to the special regulations set forth in this Ordinance.

Section 4. This ordinance is cumulative in nature and is in addition to any power and authority which the City of Mountain Brook may have under any other ordinance or law.

Section 5. If any part, section, or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect, notwithstanding such holding.

Section 6. All other ordinances or parts of ordinances heretofore adopted by the City Council of the City of Mountain Brook, Alabama which are inconsistent with the provisions of this ordinance are hereby expressly repealed.

Section 7. This ordinance shall be effective immediately after adoption and publication as provided by law.

ADOPTED: This ____ day of _____, 2023.

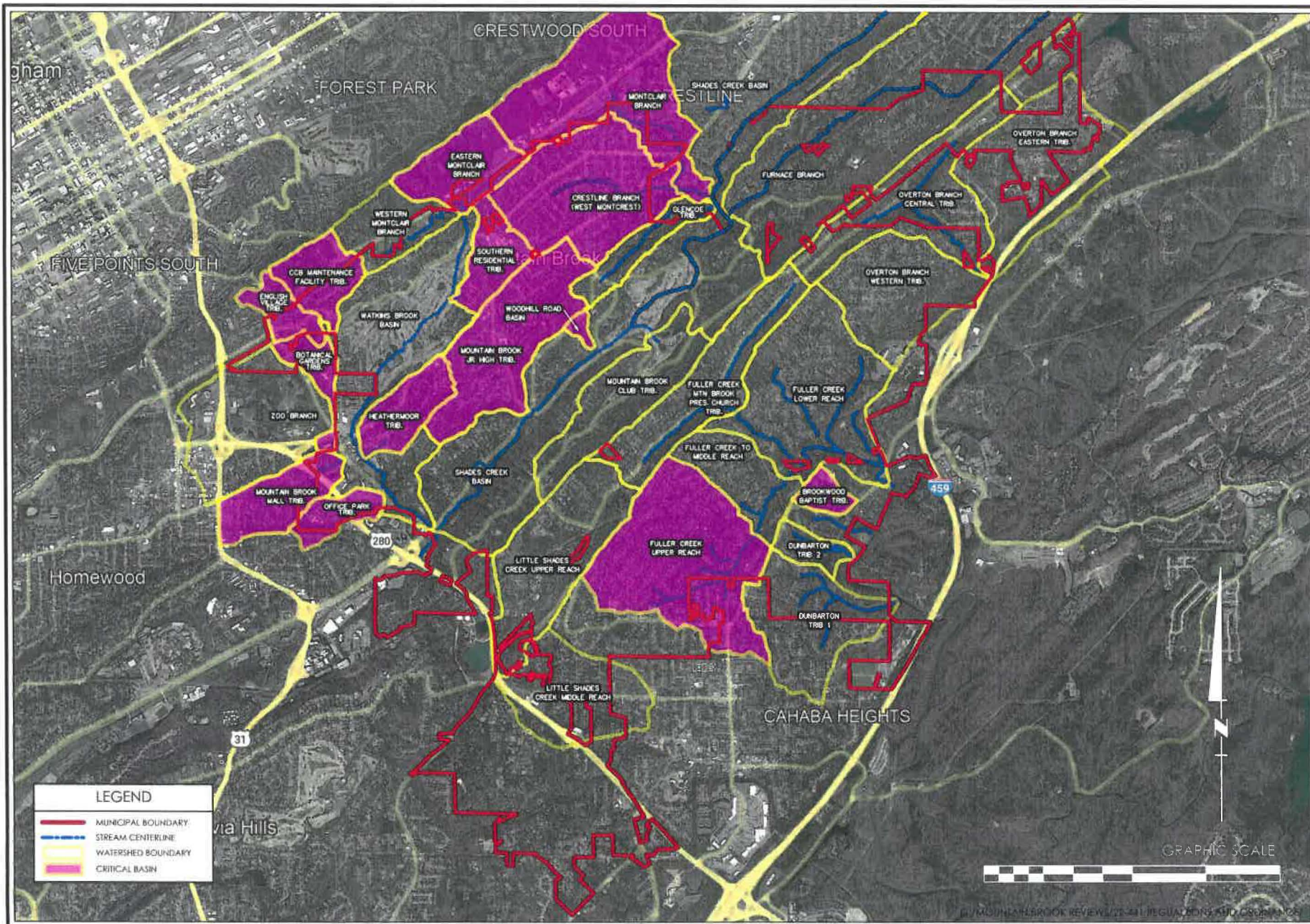
Virginia C. Smith, Council President

ADOPTED: This ____ day of _____, 2023.

Stewart Welch, Mayor

Mountain Brook Drainage Basins

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



LEGEND	
	MUNICIPAL BOUNDARY
	STREAM CENTERLINE
	WATERSHED BOUNDARY
	CRITICAL BASIN

Civil Engineering | Land Surveying | Landmark Administration

 Environmental | Water Resources | Laser Scanning | Mapping

 1001 25th Street South | 7500 Memorial Pkwy. SW | 31509

 Birmingham, AL 35203-6166 | 205-939-1241 | 205-939-1242

 SCHDEL.COM

CRITICAL BASINS EXHIBIT
MOUNTAIN BROOK, ALABAMA

DATE: 04/05/2023
 SCALE: 1" = 3000'

MOUNTAIN BROOK REVIEW 7/24/2023 REGULATIONS AND ORDINANCES

ORDINANCE NO. 2142

AN ORDINANCE AMENDING CHAPTER 109 OF THE CITY CODE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
as follows:

Section 1. Section 109-41 of the Mountain Brook City Code shall be amended by repealing the current section and substituting the following section in its place:

“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, 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 a schedule setting forth when these contractors and/or subcontractors are to be selected; and further provided that

information shall be submitted immediately when known and in all cases prior to any such contractor or subcontractor beginning work on the site;

- (4) Address 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, 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 physical set and one PDF copy of building plans and specifications;
- (8) The schedule of the projected starting and completion dates of the proposed activity;
- (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.”

Section 2. Section 109-41 of the Mountain Brook City Code shall be amended by repealing the current section and substituting the following section in its place:

“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; 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 a renewal fee in the amount of twice the original permit issuance fee

for each such renewal, so long as the work shall comply with all of the requirements of this chapter and other applicable 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 90 consecutive days as determined by the official. It shall be presumed that no authorized work has been conducted at a site unless there has been a request for an inspection during such 90 day period; provided, however, such presumption may be rebutted in the event that an applicant presents evidence and a sworn statement, taken under oath, that work was in fact conducted but that an inspection request was not timely or necessary during such period. 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.

(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 in addition to all other penalties which may be imposed for a violation of said ordinance.”

Section 3. Section 109-46(a) of the Mountain Brook City Code shall be amended by replacing the current subsection with the following subsection:

“(a) In addition to bonds or other security required by other provisions of this Code, local law or ordinance, or other applicable law, for each of the following construction projects for which a soil disturbance permit is sought, the owner or his agent shall be required to provide the additional security required by this section:

- (1) Any project within the boundaries of the Villages of Mountain Brook;
- (2) Any project in any community shopping zoning district of the city;
- (3) Any project or part of a project for which a development plan was submitted to the planning commission or the city council;
- (4) Any project involving three or more lots for which subdivision approval was required and requested within the five years preceding the permit request; or
- (5) Any project involving the construction of a Dwelling with an estimated cost of construction, as determined by the Building Official, with such estimated cost of construction to include the cost of all improvements to be made on the lot upon which the Dwelling is to be located, in excess of Three Million Dollars (\$3,000,000.00).”

Section 4. This ordinance is cumulative in nature and is in addition to any power and authority which the City of Mountain Brook may have under any other ordinance or law.

Section 5. If any part, section, or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect, notwithstanding such holding.

Section 6. All other ordinances or parts of ordinances heretofore adopted by the City Council of the City of Mountain Brook, Alabama which are inconsistent with the provisions of this ordinance are hereby expressly repealed.

Section 7. This ordinance shall be effective immediately after adoption and publication as provided by law.

ADOPTED: This 12th day of June, 2023.

Council President Pro Tempore

ADOPTED: This 12th day of June, 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, as its meeting held on May 22, 2023, as same appears in the minutes of record of said meeting, and published by posting copies thereof on May 23, 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