

**MEETING AGENDA
MOUNTAIN BROOK CITY COUNCIL**

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

MARCH 25, 2024, 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 03252024).

1. Approval of the minutes of the March 11, 2024, regular meeting of the City Council.
2. Consideration: Resolution authorizing the execution of an agreement for fire protection and EMS Services with Shades Parkway LLC.
3. Consideration: Resolution accepting the proposal with Brasher Designs for the Overton Park Master Plan.
4. Consideration: Resolution ratifying the disposal of certain surplus property and its conveyance to Travelers Insurance.
5. Consideration: Ordinance amending Article XXV of the City Code of Mountain Brook.
6. Consideration: Ordinance amending Article XVI of the City Code of Mountain Brook.
7. Comments from residents and attendees.
8. Announcement: The next regular meeting of the City Council is April 8, 2024 at 7:00 p.m.
9. Adjourn.

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
MARCH 11, 2024**

[As a convenience, members of the public were invited to listen and observe in the public meeting by Internet video conference. There were 0 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 11th day of March, 2024 (others were allowed to listen to the meeting by way of Internet video conference- no one did). Council President Virginia Smith called the pre-meeting to order and the roll was called with the following results:

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

Absent: None

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

1. AGENDA

1. Board of Zoning Adjustment and Village Design Review Appointments

Tyler Slaten-Senior Planner

- There are two potential appointments 1) VDR and 2) BZA
- The applicants are Marta Self for BZA and Cleo K. Gorman for VDR

Virginia Smith-Council President

- Item added to the formal agenda (Resolution 2024-050 and 2024-051)

2. Proposal from Schoel Engineering regarding the Field #1 area fill project for additional parking

Alex Pattillo-2901 Thornhill Road

- This is a proposal to remediate the field slope behind the High School Building
- Currently it is a 2 to 1 horizontal vertical slope which does not meet ALDOT's minimum requirements
- The plans will show putting the slope back to a 3 to 1 horizontal vertical slope

Virginia Smith-Council President

- Item added to the formal agenda (Resolution 2024-045)

3. Guardrail recommendation for Euclid Avenue at Azalea Drive

Richard Caudle-Skipper Consultants

- Due to the crash on New Year's Day, the council wanted to pursue the installation of a guardrail in the area
- Recommended the city consult with Sain Associates

- Sain Associates was not comfortable with doing engineering work on the guardrail due to certain aspects that could not meet acceptable design standards
- If the guardrail was installed, the sight distance would need to be checked to ensure it did not block sight line
- The recommendation has not changed due to the primary of the cause of the crash was DUI and speeding (not the curve)
- If the crash had not occurred at this location, it would have occurred farther along Euclid Avenue
- The frequency of crashes over the years do not warrant the installation of a guardrail

Mitchell Leibovitz-744 Euclid Avenue

- Strongly believe a guardrail is not warranted
- A guardrail is unsightly and creates a perception that the street is unsafe
- Feels a guardrail would de-value their home

Billy Pritchard-Council President Pro Temp

- In agreement that a guardrail is not warranted
- (Council President Virginia Smith and Council Members Gerald Garner and Graham Smith were in agreement that a guardrail is not warranted)

4. Appoint City Council liaison to the Environmental and Sustainability Committee

Virginia Smith-Council President

- Graham Smith agreed to be the council liaison for the Environmental and Sustainability Committee
- Item added to the formal agenda (Motion 2024-046)

5. Finance Committee reappointment

Lloyd Shelton-Council Member

- John Doody has served two terms on the Finance Committee
- He has served with distinction and has expressed his interest to continue to serve

Virginia Smith-Council President

- Item added to the formal agenda (Resolution 2024-047)

6. Conditional Use for the old Chester's test kitchen site at 2037 Cahaba Road in English Village

Dana Hazen-Director of Planning, Building, and Sustainability

- The proposal is for a lunchtime operation (Sitar II)
- There has not been a lunchtime operation in the past at this location
- The proposal is to have 4 employees on site from 11:00am-1:00pm, anticipate the patrons to stay for 35 minutes
- The proposal has 17 tables with 35 chairs
- There are about 8 vacant spaces at 11:00am and 9 vacant spaces at 2:00pm in the upper parking lot
- Applicant indicates there will be a good deal of walk-up patrons

Virginia Smith-Council President

- Item added to the formal agenda (Resolution 2024-048)

7. ADECA grant application for Irondale Furnace Trail extension

David Giddens

- This would be an extension of the Irondale Furnace Trail
- This would be about 2,000 linear feet

Graham Smith-Council Member

- This is for the permission to apply for the ADECA grant
- The application is due in September
- Looking to apply for \$150,000

Virginia Smith-Council President

- Item added to the formal agenda (Resolution 2024-049)

8. Sign Ordinance amendments to address dirty and dilapidated awnings

Dana Hazen-Director of Planning, Building, and Sustainability

- Over the past few years it has been a struggle to manage unsightly awnings within the city
- There has not been anything in our ordinances or framework that states the unsightly awnings are in violation
- The proposed ordinance is requiring awning frame and fabric be securely affixed and not visibly faded or soiled
- If the awning does not comply within 30 days of written notice of the city it would need to be cleaned or repaired in order to get in in compliance
- This ordinance is written for the business owner (not property owner)
- Would operate on a complaint basis, and not go out to regularly inspect awnings

Billy Pritchard-Council President Pro Temp

- Can add to the permit that states the owner is obligated to maintain the awning
- Inquired if it could be included in the business license renewal

Dana Hazen

- When someone applies for an awning they go through the Village Design Review application
- Will amend the application with a provision that says they acknowledge they have to be in accordance with the ordinance and if they receive a letter they will act within 30 days

Gerald Garner-Council Member

- Inquired if it is put on the business owner, what is the recourse if the business owner moves out

Dana Hazen

- Does not think any traction will be made if it is placed on the property owner

Virginia Smith-Council President

- Inquired how it would work administratively if linked to the business license

Steve Boone-Finance Director/Assistant City Manager

- Could follow up if there is a complaint, then send to Revenue Department
- One problem: the revenue system does not currently have a flag to not issue business licenses if someone is in violation

Whit Colvin-City Attorney

- Like enforcement proceedings at renewals versus revocation

- If the awning is hazardous then the City has the authority to fix them
- If the awning is just an eyesore, the City does not have the authority to fix the awnings

Virginia Smith

- Will review and discuss at future council session

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

2. ADJOURNMENT

There being no further matters for discussion Council President Virginia Smith adjourned the pre-meeting at approximately 6:50 pm.

3. CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct synopsis of the discussion from the regular session of the City Council of the City of Mountain Brook, Alabama held at City Hall, Pre-Council Room (A-106) on March 11, 2024, 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 March 25, 2024

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
MARCH 11, 2024**

[As a convenience, members of the public were invited to listen and observe in the public meeting by Internet video conference. There were 0 virtual attendees at the meeting.]

The City Council of the City of Mountain Brook, Alabama met in person at 7:06 p.m. on the 11th day of March, 2024 (others were allowed 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 C. Smith, Council President
William S. Pritchard III, Council President Pro Tempore
Graham L. Smith
Lloyd C. Shelton
Gerald A. Garner
Stewart Welch III, Mayor

Absent: None

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

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

1. COLORECTAL CANCER AWARENESS PROCLAMATION

Stewart Welch-Mayor

- Presented the Colorectal Cancer Awareness Proclamation

Hailey Hollingsworth

- Father passed away in 2022 from colorectal cancer
- Colorectal cancer is the 2nd leading cause of death in America
- It is important to get screened early

2. ARBOR DAY PROCLAMATION

Stewart Welch-Mayor

- Presented the Arbor Day Proclamation

3. CONSENT AGENDA

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

Approval of the minutes of the February 26, 2024, regular meeting of the City Council

2024-038	Colorectal Awareness Month Proclamation	Exhibit 1
2024-039	Arbor Week Proclamation	Exhibit 2
2024-040	Execute an agreement with United Ability, Inc. (dba Gone for Good Document Destruction and E-Waste Recycling) with respect to a community document destruction and e-waste recycling event	Exhibit 3, Appendix 1
2024-041	Accept the professional service agreement with Skipper Consulting Inc. with respect to on-call traffic engineering services	Exhibit 4, Appendix 2
2024-042	Authorize the sale or disposal of certain surplus property	Exhibit 5, Appendix 3
2024-043	Amend Resolution 2023-139 with respect to VIN 1GNSK2E04DR207653	Exhibit 6
2024-044	Accept the professional services proposal with Bhate Geosciences Corporation with respect to conducting a limited asbestos containing materials (ACM) sampling survey at the KI property (Fire Station No. 2) located at 3100 Overton Road	Exhibit 7, Appendix 4
2024-045	Authorize the agreement for consulting services with Schoel Engineering for the Mountain Brook High School Field 1 Area parking fill plans for modification to fill and permitting with ALDOT	Exhibit 8, Appendix 5
2024-046	Elect Graham Smith to the Environmental and Sustainability Committee	Exhibit 9
2024-047	Re-appoint John R. Doody Jr. to the Finance Committee with the term of office to end March 11, 2028	Exhibit 10
2024-048	Approve the conditional lunchtime food use (Sitar II) application at 2037 Cahaba Road	Exhibit 11, Appendix 6
2024-049	Accept the professional services proposal with Nimrod Long and Associates with respect to landscape design services for the extension of Irondale Trail	Exhibit 12, Appendix 7
2024-050	Appoint Marta M. Self to the Board of Zoning Adjustment, the term of which will end on March 11, 2027	Exhibit 13
2024-051	Appoint Cleo K. Gorman to fill the unexpired term of George Israel, the term of which will end on May 29, 2024	Exhibit 14

Thereupon, the foregoing minutes and resolutions (Nos. 2024-038 through 2024-051), were introduced by Council President Virginia Smith 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: Virginia C. Smith
William S. Pritchard III
Graham L. Smith
Lloyd C. Shelton
Gerald A. Garner

Nays: None

Abstained: None

Council President Virginia Smith thereupon declared that said minutes and resolutions (Nos. 2024-038 through 2024-051) were adopted by a vote of 5—0 and as evidence thereof he signed the same.

4. COMMENTS FROM RESIDENCES AND ATTENDEES

(There were no public comments)

5. ANNOUNCEMENT

Council President Virginia Smith announced the next regular meeting of the City Council is March 25, 2024, 7:00p.m.

6. ADJOURNMENT

There being no further matters for discussion Council President Virginia Smith adjourned the formal meeting at approximately 7:06 pm.

7. CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the regular meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Council Chamber (Room A-108) on March 11, 2024, 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 March 25, 2024

EXHIBIT 1

PROCLAMATION NO. 2024-038

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

RESOLUTION NO. 2024-052

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that either the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to execute an Agreement for Fire Protection and EMS Services between the City and Shades Parkway, LLC, in the form as attached hereto as Exhibit A

ADOPTED: This 23rd day of March 2024.

Council President

APPROVED: This 23rd day of March 2024.

Mayor

CERTIFICATION

I, Heather Richards, City Clerk of the City of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on March 25, 2024, as same appears in the minutes of record of said meeting.

City Clerk

AGREEMENT FOR FIRE PROTECTION & EMS SERVICES

This Agreement for Fire Protection & EMS Services (the "Agreement") is made and entered between the City of Mountain Brook, an Alabama municipal corporation (the "City"), and Shades Parkway LLC (the "Owner") effective as of the date last signed below by a party (the "Effective Date"). The City and Owner may be individually referenced herein as a "Party" or collectively as "Parties".

WHEREAS, Owner owns commercial facilities located in Jefferson County, Alabama at 813 Shades Creek Parkway, which location is within the police jurisdiction of the City but not in its municipal limits (the "Premises");

WHEREAS, Owner has requested that the City provide fire protection services for the Premises and emergency medical services to the occupants of improvements thereon (collectively, the "Services");

WHEREAS, §11-43-142 of the Code of Alabama (1975) provides that the governing body of a municipality may enter a contract with a business that is beyond its corporate limits to render aid in case of fire or respond to a call for fire protection beyond those limits on such terms as that municipal body and that business may agree; and

WHEREAS, the City has agreed to provide the requested Services pursuant to the terms and conditions contained in this Agreement, and Owner agrees to accept and receive those Services on those terms and conditions.

WITNESSETH

In consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Owner and City agree as follows.

1. **Scope of Services.** The City agrees to provide the Services described herein during the Term of this Agreement.
2. **Term.** This Agreement (and the period in which the City will provide Services hereunder) will commence on January 1, 2024 and continue in effect until December 31, 2024 (the "Initial Term"). Thereafter, it will renew for two, consecutive periods of twelve months each beginning January 1, 2025 (a "Renewal Period"). The Initial Term and any Renewal Period collectively may be referenced herein as the "Term."

Notwithstanding, this Agreement may terminate before it expires if either of the following occur;

- (a) Either Party may terminate this Agreement at any time during the Term by giving the other at least ninety (90) days prior written notice of termination. In the event of such termination, City will refund to Owner the pro-rata portion of any prepaid fee that is attributable to period of Services remaining during the Initial Term or any Renewal Period after the effective time of termination; or
- (b) If either Party fails to perform a material obligation owed to the other herein (a "Breach"), the Party not in default may terminate the Agreement effective fifteen (15)

days after furnishing written notice of that Breach to the defaulting Party if it fails to take remedial action to cure the subject Breach within that cure period.

3. **Service Fees.** Owner shall pay the City the following fees for Services (the "Service Fee") to be provided during the Term:

2024 - \$8,000

2025 - \$8,300

2026 - \$8,500

Payment for Services to be performed during the Initial Term is due and payable no later than two (2) day following the Effective Date. The fee for Services to be performed during 2022 is due no later than January 1, 2022, and the fee for 2023 is due on or before January 1, 2023.

4. **Contemplated Operations.** The City will perform the following operations to render aid in case of fire at the Premises and perform emergency medical services:

(a) Subject to the provision immediately following, the City will dispatch representatives of its Fire Department (hereinafter "City Fire Representatives") to the Premises in response to emergency calls for Services at that location. Notwithstanding, Owner understands and agrees that, in the event the City receives multiple calls for fire and emergency medical services during a given period and its resources to respond and provide those services must be allocated, the City may afford priority in responding and providing services to buildings, structures and locations within the City limits before it responds to or provides Services for the Premises.

(b) The Parties agree that reasonable actions should be taken to protect the health and safety of City Fire Representatives who are dispatched to the Premises on emergency calls for Services. To that end, Owner agrees as follows:

(i) City Fire Representatives may but are not obligated to visit the Premises throughout the Term for the sole purpose of determining whether the conditions there are appropriate and typical to those that they expect to encounter when entering commercial buildings in the City. If during any such visit a City Fire Representative observes a condition(s) on the Premises that they conclude might constitute a life safety hazard for them, a City Representative will report that condition to the Owner's building manager and request that Owner take remedial action to abate that hazard within a designated period. If the Owner fails or is unable to take remedial action within that period, Owner agrees that the City may terminate this Agreement; and

(ii) During the Term Owner may improve, renovate, modify, or otherwise change conditions at the Premises (collectively hereinafter "Owner Changes"), but those Changes may not be known by City Fire Representatives or have been disclosed to them. To apprise City Fire Representatives of potential life safety hazards associated with Owner Changes, during the Term the Owner's building manager

shall furnish the City's Fire Marshall with any building, architectural or other plans for Owner Changes (hereinafter collectively "Building Plans") that, to be implemented, require the issuance of a building permit in the jurisdiction in which the Premises are located. If the Owner does not furnish any Building Plans to the City's Fire Marshall, Owner agrees that the City may terminate this Agreement.

5. **Exclusions from Scope of Services.** Owner agrees, understands, and acknowledges that, with respect to fire protection, the City's Services and operations are limited to rendering aid in case of a fire beyond its municipal limits. The Services do not and are not intended to create, impose, or establish an obligation or service to the Owner for any of the following:
 - (a) a duty or service by the City to investigate, inspect, or evaluate the Premises
 - (b) for compliance with any fire prevention, life safety or building codes (hereinafter collectively "Codes") applicable to the Premises; or a duty or service by the City to report or undertake any corrective action concerning violation of Codes applicable to the Premises; or
 - (c) a duty or service by the City to determine whether any Building Plans for the Premises comply with the Codes applicable to the Premises.
6. **Claims.** Owner acknowledges that, because the Premises are located outside the City's limits, the City is not obligated to provide the Services. However, as a material inducement for it to provide them, Owner agrees to the following provisions regarding claims that may arise out of the Services or this Agreement.
 - (a) For purposes of this Agreement, a "Claim(s)" means any demand, cause, action, litigation, or claim of any type (including a third party claim, demand for contribution, cross claim, action for common law or contractual indemnification or claim made by way of subrogation) that is asserted against the City, the City Fire Representatives, any of its other employees, or its officials (collectively hereinafter the "City & Its Representatives") by the Owner, by its employees or officials, by any insurer who Owner has retained and asserts a Claim by way of subrogation to recoup losses or damage they pay or expend with respect to the buildings, improvements, or contents at the Premises, or by any person or entity who is not a Party to this Agreement (all claimants other than the Owner being collectively referenced hereinafter as "Third Parties") who claim loss, injury, or damage (including those for bodily injury, sickness, disease or death, those for destruction, or loss of use of tangible property, or those for financial loss or any type) that arises from or relates to the performance of Services, operations by the City & Its Representatives hereunder, or this Agreement.
 - (b) **Indemnification by Owner.** Owner, for itself and on behalf of any of its affiliates or associated entities, successor and assigns, agrees to defend, indemnify, and hold harmless the City & Its Representatives from any judgments, damages, losses, and expenses (including, but not limited to, attorneys' fees, expert fees, court costs and other litigation

costs) that they incur with respect to Claims asserted against any of them by Third Parties. The scope of this obligation includes the responsibility to indemnify the City & Its Representatives from Claims that are allegedly caused in whole or part by their negligent acts, omissions, or other misconduct; provided nothing herein obligates the Owner to indemnify the City & Its Representatives for Claims by Third Parties that are directly caused by their gross negligence or wanton misconduct.

- (c) Limitation of Damages & Release of Claims by Owner. If the City fails to perform or negligently performs the Services or otherwise breaches its obligations hereunder in any manner (a "City Breach"), the following understandings apply with respect to any Claim that Owner might make hereunder against the City & Its Representatives:

- (i) Exclusive Remedy/Maximum Amount Recoverable. The sole and exclusive remedy that Owner may exercise in the event of a City Breach is limited to a Claim against the City in which the maximum amount of damages is limited to the lesser of the following: (1) the direct damages that Owner proves are caused by the Breach; or (2) the amount of the Service Fee prepaid by the Owner for the period of the Agreement in which the City Breach occurs. Excepting recovery of the above maximum amount of damages from the City, Owner, for itself and on behalf of any of its affiliates or associated entities, successor and assigns, waives, and releases the City & Its Representatives from any Claim for a City Breach or recovery of damages from any of them.
- (ii) Exclusion of Consequential Damages. In no event may Owner recover from the City & Its Representatives any special, incidental, consequential, punitive, or any other indirect damages of any description (including, without limitation, damages for lost profits, lost advantage, lost opportunity, loss of revenues or use of the Premises, or for increased cost of operations) arising from a City Breach.

Owner acknowledges that the above indemnification, limitation of damages, release and exclusion provisions are a material inducement for the City to perform the Services, and that the City would not have entered the Agreement without their inclusion.

- (d) Notwithstanding any provision in this Agreement, in no event shall the City have any liability for claims with respect to the Services or this Agreement that are greater than the limitations that are imposed in Ala. Code §11-93-2 (1975), as now in effect or may be modified.

7. **Immigration Law Compliance.** Owner represents and warrants to the City that, with respect to its operations in Alabama: (i) it does not knowingly employ, hire for employment, or continue to employ in Alabama an "unauthorized alien," as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, et seq., Code of Alabama 1975, as amended (the "Act"); (ii) it will enroll in the E-Verify program and provide documentation establishing that enrollment, and shall verify every employee in Alabama that is required to be verified according to the applicable regulations; and (iii) by signing this Agreement, it affirms, for the duration of the

Agreement, it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if Owner is found to be in violation of this provision, it shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

8. **Prior Agreement.** As of December 31, 2023, the Prior Agreement will terminate and the respective obligations of the Parties thereunder are extinguished.

9. **Miscellaneous.**

- (a) This Agreement may be executed in counterparts, a complete set of which together shall constitute an original and in duplicates, each of which shall constitute an original. Copies of this Agreement showing the signatures of the respective Parties, whether produced by photographic, digital, computer, or other reproduction, may be used for all purposes as originals.
- (b) This Agreement may not be amended or modified, and none of its provisions or the rights of either Party can be waived by their conduct or failure to exercise their rights hereunder in the event of a default, except by a subsequent writing executed by duly authorized representatives of each Party.
- (c) This Agreement expresses the entire agreement and all understandings between the parties concerning the subject matters herein. All statements, representations, understandings, and agreements heretofore made concerning the subject matters herein are merged into this Agreement, and unless those understandings or agreements are expressed herein, they are void and of no force and effect.
- (d) If the meaning of any provision herein is disputed or claimed to be ambiguous, no presumption shall be drawn that either Party drafted that provision(s).
- (e) The City and Owner are independent contractors. Nothing herein shall be deemed or construed to create an employer-employee relationship, principal-agent relationship, or relationship between them other than that of independent contractors.
- (f) Neither Party may assign this Agreement or their rights or benefits under it or subcontract their respective obligations hereunder to a third party without the written approval of the other Party.
- (g) This Agreement is made only for the benefit of the City and the Owner. It is not intended, nor shall it be construed, to grant or bestow any benefit, right or privilege to any third party.

(Signature Page Follows)

In witness whereof, the Parties have caused this Agreement to be executed by their respective undersigned, duly authorized representatives on the date(s) indicated below.

Witness

City of Mountain Brook Alabama (City)

Heather Richards, City Clerk

By: _____

Its: _____

Date: _____

Witness

Shades Parkway LLC (Owner)

Barbara Nelson
Its: _____

By: *Dennis Smith*
Its: *(AS AGENT)*

Date: *3/13/2024*

RESOLUTION NO. 2024-053

BE IT RESOLVED by the City Council of the City of Mountain Brook that the City Council hereby accepts the proposal submitted by Brasher Design Studio, in the form as attached hereto as Exhibit A, with respect to the Overton Park Design Proposal.

ADOPTED: This 25th day of March, 2024.

Council President

APPROVED: This 25th day of March, 2024.

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 March 25, 2024, as same appears in the minutes of record of said meeting.

City Clerk

To: City Council

From: Shanda Williams, Park and Recreation Board

Date: March 20, 2024

Subject: Overton Park Design Proposal

On behalf of the Park and Recreation Board, I would like to request that the city council approve the attached proposal with Brasher Design Studio in the amount of \$6,500 to begin planning improvements for Overton Park.

There are several aspects of Overton Park that need to be improved or updated. There are areas that are overused and some that could be better utilized. We have made some minor improvements over the years, but there are some larger issues that need to be addressed.

One of the major ones is improving the playground area. Most of the playground equipment is older and we have to repair pieces regularly. A few newer pieces have been added within the last seven to ten years in an attempt to be more accessible and inclusive, but overall, it needs to be better. The Park Board would like to update the whole playground and make it completely accessible for all children.

Since Fire Station 2 will be moving in a couple of years, the Park Board would like to explore options for using the existing property to expand and improve Overton Park. Since we have been unable to create more green spaces, our goal has been to maximize the use of the spaces we have. We have done a great job of that at the Athletic Complex, the Junior High, and at Jemison Park. Overton Park has been one of our most loved parks and there is definitely potential to make it better and appeal to more user groups.

I have money budgeted for these design fees, but had originally intended to use it on the lower soccer fields. After talking with various school personnel, including the Athletic Director, I'm not sure they are ready to move forward with plans in that area with us at this time. The Park Board feels like Overton Park improvements will benefit more people and they are ready to start working on it now.

If we are unable to locate the surveys done when the park was last renovated, we may need to pay to have that redone and that is not budgeted. It is estimated to cost \$10,500. Would the city council be willing to approve that added expense if it is needed to start this endeavor?

March 7, 2024

REFERENCE: PROPOSAL FOR LANDSCAPE ARCHITECTURE DESIGN SERVICES

**PROJECT: OVERTON PARK MASTER PLAN
MOUNTAIN BROOK, ALABAMA**

Brasher Design Studio, LLC is pleased to submit a proposal for the design of a Conceptual Master Plan for Overton Park. It would be a pleasure to assist the city of Mountain Brook with a design for such an important project.

Please find below the understanding of the project scope.

SCOPE OF SERVICES

Using aerial images and/or a topographical survey we will create a base plan drawing showing existing conditions for analysis and design. The level of detail and accuracy of the plan will be dependent on the quality and information provided on the aerial image and/or survey. A survey is not required for a conceptual master plan, but it would ensure the accuracy of the design in the early stages. We will provide a Conceptual Master Plan for improvements to Overton Park, including the Fire Station 2 property. The Master Plan will attempt to reimagine Overton Park with big-picture ideas with careful consideration made to preserve important existing site features and significant shade trees. Potential improvements that may be considered, but not limited to, are: more dynamic play and learning opportunities, programming for all ages, additional shade, inclusive playground, an additional pavilion, nature play, improving pedestrian circulation around the park and play areas, new programming for the fire station property, parking, sports courts, splash pad, gathering areas, landscaping, etc. We want to design an inclusive community gathering place that engages and excites. The park will strive to be a space that fosters relationships between people of all abilities and developmental stages and provides a community gathering place where citizens can safely play, interact, and socialize.



Option A – Basic – \$6,500

- Develop **ONE** Conceptual Master Plan Rendering with character images.
- This plan includes revisions to develop **ONE** Final Master Plan Rendering, character images, and **ONE** Final Cost Estimate.



~~X~~ **Option B – Moderate – \$9,000**

- Develop **TWO** Conceptual Master Plan Renderings with character images for review.
- This plan includes selecting the best concept to move forward with and revisions to that concept to develop **ONE** Final Conceptual Master Plan Rendering, character images, and **ONE** Final Cost Estimate.

~~X~~ **Option C – Comprehensive – \$16,000**

- Develop an online community survey questionnaire for community input.
- Create a survey report showing community survey results.
- Develop **THREE** Conceptual Master Plans with character images for each for review.
- This plan includes the selection of the best concept to move forward with, two review processes with revisions to that concept, and the development and delivery of **ONE** Final Conceptual Master Plan Rendering, character images, and **ONE** Final Cost Estimate.
- **ONE** Birdseye Perspective Rendering. Owner to choose location and view.

The below illustrates the process by which the design will be completed. The Tasks will differ based on what option (A, B or C) from above is chosen.

Conceptual Master Plan

Task 1. Existing Conditions and Site Analysis

- Develop a project base plan with aerial photography and/or survey
- Review and assessment of site usage
- Inventory and condition assessment
- Analysis of terrain and soil characteristics
- Evaluation of existing pedestrian and vehicular accessibility
- Evaluation of viewsheds

Task 2. Conceptual Master Plan Development

- Kickoff meeting with the owner
- Development of site-specific amenity opportunities
- Programming of Park
- Development of Master Plan(s)
- Delivery of site plan for review through digital media
- Meet with the owner for input and comments



Deliverables

- First Draft Conceptual Master Plan rendering showing proposed improvements of the park with character images for review, feedback, and revision requests. Delivered digitally and print if requested.

Task 3. Final Conceptual Master Plan

- With comments and revisions requests received from the first draft Conceptual Master Plan, we will produce and deliver the Final Conceptual Master Plan through digital media
- Meet with the owner for the review of the final plan.

Deliverables

- Final Conceptual Master Site Plan rendering and Cost Estimate with character images. Revision requests and comments from the first Conceptual Master Plan review will be included in this plan. Delivered digitally and printed if requested.

COMPENSATION

Master Plan

✓ Option A: \$6,500
- or -
~~Option B: \$8,000~~
- or -
~~Option C: \$16,000~~

Additional graphics

Billed hourly at \$150/hr

Survey (optional)

Budget Number \$10,500. This number would include a topographical survey with contours at 1' intervals, site amenities, buildings, trees, sidewalks, roads, ROW, and property boundaries. This does not include a certified boundary survey. A more definitive survey cost with a complete scope of work can be provided upon request.

After the Final Conceptual Master Plan is complete, and upon your request, we can provide a proposal for the implementation of the Conceptual Master Plan. This proposal would include construction documents, bidding, and construction administration.

PROJECT BILLING:

The project will be billed on the percentage of completion.



REIMBURSABLE EXPENSES:

The following expenses are reimbursable, and will be invoiced monthly as incurred at 1.2 times our cost:

- Large format printing and/or mounting

ADDITIONAL SERVICES:

Additional services are services outside of the scope noted herein or services that were not anticipated at the writing of this agreement or are special services requested by the Owner. Should additional services be required during this project, we will notify the Owner prior to commencing said work. Unless negotiated to the contrary, additional services will be billed at \$150/hr.

- | | |
|--|---|
| • Construction staking | • Structural Drawings |
| • Lighting | • Additional work requested outside of the proposal |
| • As-Built Drawings | • Community Input Meetings |
| • Geotechnical Report | • Construction Administration |
| • More revision requests than what is outlined in the proposal | • Selection of specific playground equipment |
| • Construction Drawings | |
| • Wayfinding Signage | |

SCHEDULE

Work to be performed in the schedule set by the City.

If this proposal meets your approval, please indicate by adding your signature below. We appreciate your consideration and look forward to working with you on to create an exciting gathering place for the residents of Mountain Brook.

Best regards,

Dale Brasher, PLA
Principal
Brasher Design Studio, LLC



Signature Page

Please sign one Option below for the design service you intend to retain and return the executed copy via email. A signed copy will authorize Brasher Design Studio to begin work.

Sign for Approval of Option A – Basic – \$6,500

Date

-OR-



Sign for Approval of Option B – Moderate – \$9,000

Date

-OR-



Sign for Approval of Option C – Comprehensive – \$16,000

Date

RESOLUTION NO. 2024-054

**A RESOLUTION RATIFYING DISPOSAL OF CERTAIN
SURPLUS PROPERTY AND ITS CONVEYANCE TO TRAVELERS INSURANCE**

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

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

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

Section 1. It is hereby established and declared that the following property owned by the City of Mountain Brook, Alabama is not needed for public or municipal purposes and is hereby declared surplus property:

Description	Vehicle Identification Number	Asset ID
2004 Ford Exp., ~75,524 miles	1FMFU16L04LA80826	13047

Section 2. That the City Manager, or his designated representative, is hereby authorized and directed to convey the aforementioned vehicle to Travelers Insurance.

ADOPTED: This 25th day of March, 2024.

Council President

APPROVED: This 25th day of March, 2024.

Mayor

CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on March 25, 2024, as same appears in the minutes of record of said meeting.

City Clerk

Amendments to the Zoning Code
Article XVI (Planned Unit Development)
Article XXV (Amendments)

Recent Background

On March 4, 2024 the planning commission recommended to the city council the approval of the subject ordinances. The PC motion to recommend approval was made with the preference that the amendments not be retroactive or apply to previously-approved rezoning cases.

Summary

Article XVI (PUD) was adopted in 2008, and since that time the city has been able to assess whether or not the adopted framework of that ordinance has achieved the goals it was intended to achieve (as far as processing and implementation). To that end the following amendments are proposed.

There are three major points to the proposed amendments to the two articles regarding the rezoning process (in general) and rezoning to PUD (more specifically); all involve the timing of PUD zoning expirations, and the granting of PUD time extensions prior to zoning expirations.

Expiration of Approval PUD Zoning

The first change is to revise Section 129-266, the one-year expiration of a PUD zoning approval (failure to begin construction) to two years; recognizing that, given the supply chain issues related to construction, allowing only one year to pull permits and begin construction may, practically, be too short a time period.

This code section currently grants the planning commission sole discretion as to whether a 6-month extension period may be granted prior to an expiration. The revision proposed is that the city council should hear and grant any extension of the zoning approval, rather than the planning commission.

Wait Period Before Re-Application of Same Denied Zoning

The second change is to revise Section 129-436, the two-year minimum waiting time required before an applicant for rezoning may reapply for the same zoning (or the same PUD master plan in the case of PUD rezoning), after having been denied for that same rezoning by the city council.

The proposed revision is 2-fold; the first is for the waiting period to be 6 months instead of two years. The second involves changing this section to where the wait period applies only to a case wherein the city council has voted to deny an application.

Currently, in addition to the imposing of a wait period in instances where a rezoning case has been denied by the city council, the code also imposes the wait period to a rezoning

case wherein the applicant withdraws the case after the planning commission has made a recommendation to the city council, but before the city council has voted on that case.

The revision proposed herein is to strike that section of the code, altogether. So a rezoning case may be withdrawn prior to a city council vote, without penalty of a wait period to reapply. This would allow an applicant the opportunity to withdraw the case and potentially make revisions to it, and return back to the planning commission without a wait period.

Minor Clean-Up Revisions

With regard to timelines, any references to *construction having begun* have been defined as follows: “For purposes of this subsection, construction of the approved development shall be considered to have begun on the date that construction work has commenced after the issuance of and pursuant to relevant permits.”

Throughout the amendments the code describes the city official who oversees the rezoning application process and to whom the applications are submitted as the “city clerk.” The proposed revision is to change the language from “city clerk” to “zoning official;” this is how the process has operated for the past 16 years.

Old code references to the required submittal of 15 and 17 paper copies of the rezoning application and related plans has been revised to “one digital copy,” since we have long since ceased taking applications in paper form.

ORDINANCE NO.

AN ORDINANCE AMENDING ARTICLE XVI OF THE CITY CODE

BE IT ORDAINED by the City Council of the City of Mountain Brook, Alabama, that Article X of the City Code is hereby amended to as follows:

Section 1.

"ARTICLE XVI. – Planned Unit Development (PUD)

Sec. 129-266. – Additional requirements and provisions.

- (c) *Failure to begin construction.* Construction of the approved development must begin within ~~one two~~ years from the date of the approval of the master development plan by the city council ~~unless a different period is established by the City Council as part of its approval of the application.~~ Any approved changes in the plan shall not extend the time at which said ~~one two~~-year period begins to run ~~unless otherwise specified by the City Council as part of approval of such changes.~~ The ~~planning commission~~ city council may, no sooner than 60 days prior to the end of said ~~one two~~-year period, upon the written request of the applicant, extend such ~~one two~~-year period for a period ~~to be determined by the City Council of not more than six months~~ if, in the judgment of the ~~planning commission~~ City Council, such additional time is warranted. In any event, the construction of the PUD must be started within ~~one two~~ years ~~and six months~~ or for other such time as ~~is otherwise specified by the City Council,~~ of the approval of the master development plan by the City Council and must be completed within the period of time determined by the City Council for each PUD (the "Completion Period"), subject to extension by the ~~planning commission~~ City Council, as provided hereinafter. If the ~~planning commission~~ City Council extends the date by which construction of the PUD must be started, it may, but it shall not be obligated to, extend the Completion Period for the PUD by a period of time which may be less, but may not be greater, than the length of time by which the commencement date was extended. Failure to begin the development of the PUD within said ~~one two~~-year period, or the period as extended, or to complete the development within the Completion Period, or the extended Completion Period, shall automatically void the master development plan, and the zoning classification shall automatically revert to the zoning classification in effect for such parcel prior to its being rezoned a Planned Unit Development District. ~~For purposes of this subsection, construction of the approved development shall be considered to have begun on the date that construction work has commenced after the issuance of and pursuant to relevant permits.~~

No building permit shall then be issued (except a permit for a building which would be in compliance with such prior zoning classification) until a new master development plan has been resubmitted and approved in accordance with the procedures set forth in this article

for an initial submission and approval. The development of a PUD shall be considered to be complete when the land has been resurveyed or subdivided in accordance with the subdivision regulations of the city (if such resurvey or subdivision is required), the subdivision plat has been recorded in the office of the Judge of Probate of Jefferson County, Alabama, the installation of all utilities which are to be used in the PUD has been completed (except for service lines to individual dwelling units), all required streets (public or private), curbs, gutters and sidewalks have been installed in the PUD and the final coat of paving has been placed on all streets in the PUD.

- (d) *Development in phases.* If a PUD is to be constructed in stages, the construction of the first stage must begin within ~~one~~ **two** years from the date of the approval of the master development plan by the city council, and each additional stage must begin no later than the construction commencement date for each such stage as provided for in the development schedule approved by the city council. In all cases, progress towards completion of the development should proceed in accordance with said development schedule. Failure to comply with this provision shall constitute a deviation from the master development plan, and the provisions and procedures of this section shall apply accordingly. **For purposes of this subsection, construction of the first stage shall be considered to have begun on the date that construction work has commenced after the issuance of and pursuant to relevant permits.**
- (e) When the PUD application is filed, a processing fee, as provided for in section 19-471(c), must be paid to the zoning officer, and the applicant shall provide the city with ~~17 copies a~~ **digital copy** of the preliminary plan and attendant documents and information. During the time the preliminary plan is under consideration by the planning commission, the applicant shall furnish the zoning officer with ~~17 copies a~~ **digital copy** of any revisions of the preliminary plan. During the time the preliminary plan or the master development plan is under consideration by the city council, the applicant shall furnish the zoning officer with ~~15 copies a~~ **digital copy** of any revisions of the preliminary plan or the master development plan."

Section 2. Repealer. All ordinances or parts of ordinances heretofore adopted by the City Council of the City of Mountain Brook, Alabama that are inconsistent with the provisions of this ordinance are hereby expressly repealed.

Section 3. Severability. 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 4. Effective Date. This ordinance shall become effective immediately upon adoption and publication as provided by law.

At the aforesaid time and place, all interested parties will be heard in relation to the changes proposed by said ordinance.

ORDINANCE NO.

AN ORDINANCE AMENDING ARTICLE XXV OF THE CITY CODE

BE IT ORDAINED by the City Council of the City of Mountain Brook, Alabama, that Article X of the City Code is hereby amended to as follows:

Section 1.

"ARTICLE XXV. – Amendments

Sec. 129-432. – Petitions for rezoning.

The owner of any parcel, or an authorized representative of such owner, may present a request for rezoning of such parcel by filing an application for rezoning and a preliminary site plan of such parcel with the ~~city clerk~~ **zoning officer**. Materials and/or information in addition to that provided for by the application may be required with respect to requests for changes to certain zoning classifications, as set forth in this chapter. Such additional materials or information must be filed with the application, or, if some or all of such additional materials are requested by the zoning officer or the planning commission after the application has been filed, such materials must be filed with the zoning officer within a reasonable time after such request, to enable the members of the planning commission to review the materials prior to the public hearing to be held by the planning commission.

Sec. 129-435. Amendment procedure.

After an application for rezoning has been determined to contain all of the required materials and information, the application will be submitted to the planning commission for consideration. The planning commission will hold a public hearing, after giving notice, as permitted by applicable law, of its consideration of the rezoning application. Following the public hearing, the ~~zoning officer~~ ~~planning commission~~ shall forward to the city council ~~it's the~~ **the planning commission's** recommendation with respect to the proposed rezoning. After receiving the ~~planning commission's~~ recommendation from the ~~planning commission~~ **zoning officer**, the city council shall also give notice as permitted by applicable law and hold a public hearing to consider the proposed rezoning, after which the city council will take action on the proposed amendment.

Sec. 129-436. Time limit.

- (a) If the city council denies an application for an amendment to this chapter, another application for the same amendment to this chapter ("subsequent application") shall not be considered by the planning commission or the city council until ~~six (6) months~~ **two one years have** elapsed from the date on which the application was denied by the city council ~~or~~, If the application is withdrawn by the applicant prior to the city council making a decision with respect to such application, but after the planning commission made a recommendation to the city council with respect to such application, ~~until two years have elapsed from the date on which the planning commission made its recommendation.~~

another application for the same amendment to this chapter may be made to the planning commission at any time.

Notwithstanding the foregoing, within less than ~~six (6) months~~ ~~two years~~ from the date on which an application for an amendment to this chapter was denied by the city council ~~or, if the application is withdrawn by the applicant prior to the city council making a decision with respect to such application, but after the planning commission made a recommendation to the city council with respect to such application, within less than two one years from the date on which the planning commission made such recommendation,~~ the city council, by a resolution adopted by its members, may request the planning commission to make a recommendation to the city council with respect to, a subsequent application and, after receiving such recommendation from the planning commission, consider the subsequent application.

- (b) If the city council denies an application for a change in the zoning classification of a parcel, another application for the same change in the zoning classification of the parcel or any part of such parcel shall not be considered by the planning commission or the city council until ~~six (6) months~~ ~~two years~~ **have** elapsed from the date on which the application is denied by the city council or, if the application is withdrawn by the applicant prior to the city council making a decision with respect to such application, but after the planning commission made a recommendation to the city council with respect to such application, until ~~two~~ **six (6) months** ~~years~~ **have** elapsed from the date on which the planning commission made its recommendation.
- (c) Notwithstanding the provisions of subsection (b) above, if the decision of the city council to grant an application for a change in the zoning classification of a parcel is challenged in the Jefferson County Circuit Court ("circuit court") and if the final judicial determination is that such application will not be granted, regardless of whether such decision is made by the circuit court or by an appellate court to which the decision of the circuit court is appealed, another application for the same change in the zoning classification of the parcel or any part of such parcel shall not be considered by the planning commission or the city council until ~~two one years~~ **have** elapsed from: (i) the date on which the decision or order of the court, whether it be the circuit court or an appellate court, is final and the time for appeal, or further appeal, has expired; or (ii) the date on which such legal proceeding is dismissed if it is dismissed prior to a final judicial determination being made with respect to such application.
- (d) Notwithstanding the provisions of subsection (b) above, if the decision of the city council to deny an application for a change in the zoning classification of a parcel is challenged in the circuit court and if the final judicial determination is that such application will not be granted, regardless of whether such decision is made by the circuit court or by an appellate court to which the decision of the circuit court is appealed, another application for the same change in the zoning classification of the parcel, or any part of such parcel, shall not be considered by the planning commission or the city council until five years have elapsed from: (i) the date on which the decision or order of the court, whether it be the circuit court or an appellate court, is final and the time for appeal, or further appeal,

has expired; or (ii) the date on which such legal proceeding is dismissed if it is dismissed prior to a final judicial determination being made with respect to such application.

- (e) Notwithstanding the provisions of subsections (b), (c) and (d) above, the city council may consider an application for a proposed change in the zoning classification of a parcel, or any part of the parcel, which, under subsection (b), subsection (c) or subsection (d) above was not to have been considered within the respective ~~six (6) month one-year~~ periods referred to in said subsections (b), ~~and (c)~~ **within the one year period referred to in subsection (c), or** within the five year period referred to in ~~said~~ subsection (d), after receiving from the planning commission a recommendation with respect to such proposed rezoning of the parcel; provided, that prior to the consideration of the proposed change in the zoning classification of such parcel, or any part of such parcel, by the planning commission: (i) the city council determines that, because of reasons which would be proper for the city council to consider with respect to the proposed change in the zoning classification of the parcel, or such part of the parcel, it would be appropriate for the city council to consider changing the zoning classification of the parcel, or such part of the parcel, at such time; and (ii) the city council adopts a resolution providing that it has made such determination.
- (f) If an application for a change in the zoning classification of a parcel is filed with the ~~city clerk zoning officer~~ and: (i) at any time prior to the city council's consideration of the application at a meeting of the city council, the city council determines that the application is one which, under subsection (d) above, is not to be considered by the planning commission or the city council until the expiration of the ~~one~~ five year period referred to in said subsection (d); (ii) the city council does not make the determination and adopt the resolution referred to in subsection (e) above; and (iii) ~~two one years have~~ **has** elapsed from the date on which the decision or order of the court referred to in subsection (d) above is final and time for appeal, or further appeal, has expired or ~~two one years have~~ **has** elapsed from the date on which the legal proceeding referred to in subsection (d) above is dismissed if it is dismissed prior to a final judicial determination being made with respect to the application which was the basis for such legal proceeding, the city council may, by a resolution adopted by its members, agree to consider the application on the conditions that the applicant agree in writing that: (i) if the city council denies the application to change the zoning classification of the parcel and the applicant challenges such decision of the city council in the circuit court, the applicant shall be obligated to reimburse the city for the costs incurred by the city in defending such challenge (including, without limitation, attorneys' fees, court costs and fees and expenses of expert witnesses) (collectively, "costs") if the final court order with respect to such decision of the city council, whether it be the order of the circuit court or a decision of an appellate court, shall uphold the city council's decision to deny the application to change the zoning classification of the parcel; and (ii) that the applicant post a bond in an amount which the city council determines will be sufficient to reimburse the city for the costs ("bond"). "

Section 2. Repealer. All ordinances or parts of ordinances heretofore adopted by the City Council of the City of Mountain Brook, Alabama that are inconsistent with the provisions of

this ordinance are hereby expressly repealed.

Section 3. Severability. 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 4. Effective Date. This ordinance shall become effective immediately upon adoption and publication as provided by law.