

**MOUNTAIN BROOK CITY COUNCIL  
PRE-MEETING DISCUSSION  
APRIL 22, 2024**

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[As a convenience, members of the public were invited to listen and observe in the public meeting by Internet video conference-2 virtual attendees.]

The City Council of the City of Mountain Brook, Alabama met informally in-person at 6:15 p.m. on the 22<sup>nd</sup> day of April, 2024 (others were allowed to listen to the meeting by way of Internet video conference, 2 attendees). 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  
Graham L. Smith  
Lloyd C. Shelton  
Stewart Welch III, Mayor

Absent: Virginia C. Smith, Council President  
Gerald A. Garner

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

**1. AGENDA**

1. Craig Ogard to speak about issues on Halbrook Lane

Craig Ogard-3825 Halbrook Lane

- In September of 2023, residents came before the council to petition to close the street
- A petition was signed to close the street (39 of the 47 houses signed the petition)
- The quality of life (noise, walkability, and backing out of driveways) have all been affected due to the volume of traffic
- The street was not designed for this volume of traffic

Jaye Loggins-Police Chief

- Stats since 2024 (52 citations in relation to Halbrook and 44 at the intersection)

Sam Gaston-City Manager

- Met with Vestavia City officials along with Virginia Smith, Gerald Garner, and City Attorney Whit Colvin
- Vestavia is not in favor of closing off the street from a public safety standpoint
- Some other options discussed were: 1) Vestavia to extend sidewalk from where it stops south of the post office to Mountain Brook and then Mountain Brook take the sidewalk down Halbrook 2) Put up "No cut-through" traffic signs 3) Pass an ordinance to enforce the no cut-through traffic 4) Try to narrow the street in certain areas with striping 5) Contact Google to try to get them to reroute traffic back onto Crosshaven as opposed to Halbrook

Lloyd Shelton-Council Member

- The issue on Halbrook is traffic volume, the only way to address it is to close the road

Graham Smith-Council Member

- Concerned about unintended consequences
- The police and fire department stated they are uneasy with closing the road because it could lower their response times
- Vestavia is not in favor of closing the road and Mountain Brook does try to be a community partner with Vestavia
- Not opposed to closing the road; however, uneasy with closing the road without first trying some of the other options

Chris Mullins-Fire Chief

- Closing the road, closes off Vestavia (who is a close partner with Mountain Brook) that provides mutual aid to Mountain Brook
- It is not optimal for the Fire Department to close the road
- It would be a big impact on the Fire Department not having that thoroughfare
- It limits the fire department in helping one another city to city with Vestavia

Jaye Loggins-Police Chief

- It is not as big of an impact from the Law Enforcement side
- The police vehicles can get around easier than the Fire Department

Billy Pritchard-Council President Pro Tempore

- Share the same sentiments as Graham Smith and Lloyd Shelton
- If there is a consensus to move down the path of closing the road, then a plan needs to be made on steps and then shared with Vestavia

Whit Colvin-City Attorney

- The most drastic thing to do is to close the road when other options are available
- Would have to explore the legal steps to close the road
- Once a road is closed, it is vacated and the property belongs to someone else, it cannot be reopened
- If the city goes through the vacation process, it divests the road to the public and it would then belong to the adjoining property owners

Billy Pritchard-Council President Pro Tempore

- Not prepared to close the road at this meeting without giving some thought on how it can be done right
- Wants to fully understand the process and plan on closing the road in order to make an informed decision

## 2. Woodland Trail bridge over Shades Creek

Graham Smith-Council Member

- The Friends of Jemison Park presented the City with a bridge
- The Friends of Jemison Park has raised the funds for this bridge
- Once completed, the bridge will be turned over to the city to maintain

Billy Pritchard-Council President Pro Tempore

- Item added to the formal agenda (Resolution 2024-069)

## 3. Reappointment to the Board of Landscape Design

Sam Gaston-City Manager

- Brandon Plowden who has served as the chairman, wants to serve another term

Billy Pritchard-Council President Pro Tempore

- Item added to the formal agenda (Resolution 2024-068)

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

## 2. EXECUTIVE SESSION AND ADJOURNMENT

Council President Pro Tempore made a motion that the City Council convenes in executive session to discuss matters of real estate and that the City Council shall reconvene upon conclusion of the executive session to the regular council meeting. 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  
Graham L. Smith  
Lloyd C. Shelton

Nays: None

There being no further matters for discussion Council President Pro Tempore Pritchard adjourned the pre-meeting at approximately 6:47 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 April 22, 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.

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City Clerk, Approved by  
City Council May 13, 2024

**MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK  
APRIL 22, 2024**

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

The City Council of the City of Mountain Brook, Alabama met in person at 7:00 p.m. on the 22<sup>nd</sup> day of April, 2024 (others were allowed to listen to the meeting by way of Internet video conference-no one did). 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  
Graham L. Smith  
Stewart Welch III, Mayor

Absent: Virginia C. Smith, Council President  
Gerald A. Garner

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. RECOGNITION OF SPECIAL GUESTS (BOY SCOUTS)**

Several members of Troup 63 out of Canterbury United Methodist Church

- Working on Citizenship in the Community Badge

**2. EXPRESSION OF GRATITUDE TO BRIAN LUCAS FOR HIS DEDICATED SERVICE TO THE CITY ON THE PARKS AND RECREATION BOARD**

Stewart Welch-Mayor

- Presented the Expression of Gratitude to Brian Lucas

**3. POLICE WEEK PROCLAMATION**

Stewart Welch-Mayor

- Presented the Police Week Proclamation to Police Chief, Jaye Loggins

**4. SMALL BUSINESS WEEK PROCLAMATION**

Stewart Welch-Mayor

- Presented the Small Business Week Proclamation to Chamber Director, Emily Jensen

**5. MOUNTAIN BROOK CHAMBER OF COMMERCE ANNUAL REPORT**

Emily Jensen

- Thanked the city for the partnership with the City

- 2023 was a great year for the Chamber of Commerce
- Completed strategic plan
- Updated website
- Implemented the Chamber Connect program
- Implemented a Chamber Ambassador program
- Created a plastic gift card for Village Gold

**6. 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 April 8, 2024, regular meeting of the City Council

<b>2024-063</b>	Expression of Gratitude to Brian Lucas for his service on the Parks and Recreation Board	Exhibit 1
<b>2024-064</b>	Police Week Proclamation	Exhibit 2
<b>2024-065</b>	Small Business Week Proclamation	Exhibit 3
<b>2024-066</b>	Authorize the sale or disposal of certain surplus property	Exhibit 4, Appendix 1
<b>2024-067</b>	Recommend to the State of Alabama Alcoholic Beverage Control Board (ABC) the issuance of a 020-Restaurant Liquor license to De La Huerta LLC (trade name: Fridas Cosina and Cantina)	Exhibit 5, Appendix 2
<b>2024-068</b>	Reappoint Branden Plowden to the Board of Landscape Design	Exhibit 6, Appendix 3
<b>2024-069</b>	Execute a contract agreement with The Friends of Jemison Park with respect to the Woodland Bridge Connector at Jemison Park	Exhibit 7, Appendix 4

Thereupon, the foregoing minutes, proclamations and resolutions (Nos. 2024-063 through 2024-069), were introduced by Council President Pro Tempore Pritchard and a motion for their immediate adoption made by Council Member Lloyd Shelton. The minutes, proclamation and resolutions were then considered by the City Council. Council Member Graham Smith seconded the motion to adopt the foregoing minutes and resolutions. Then, upon the question being put and the roll called, the vote was recorded as follows:

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

Nays: None

Abstained: None

Council President Pro Tempore Pritchard thereupon declared that said minutes, proclamations and resolutions (Nos. 2024-063 through 2024-069) were adopted by a vote of 3—0 and as evidence thereof he signed the same.

**7. FIRST READING OF ORDINANCE AMENDING CHAPTER 38 OF THE CITY CODE OF MOUNTAIN BROOK (EXHIBIT 8)**

Billy Pritchard-Council President Pro Tempore

- There is a case currently in the Supreme Court regarding an Ordinance in Oregon that precludes camping on streets or city property (with homeless population)
- The best course of action is to get some enlightenment from Supreme Court of constitutionality of provisions in this ordinance concerning entitlements residents have to city property before moving forward

**8. COMMENTS FROM RESIDENCES AND ATTENDEES**

(There were no public comments)

**9. ANNOUNCEMENT**

Council President Pro Tempore Pritchard announced the next regular meeting of the City Council is May 13, 2024, 7:00p.m.

**10. ADJOURNMENT**

There being no further matters for discussion Council President Pro Tempore Pritchard adjourned the formal meeting at approximately 7:24 pm.

**11. 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 April 22, 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.

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City Clerk Approved by  
City Council May 13, 2024

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**EXHIBIT 1**

**PROCLAMATION NO. 2024-063**

**EXPRESSION OF GRATITUDE TO BRIAN LUCAS FOR HIS DEDICATED SERVICES TO THE CITY ON THE PARKS AND RECREATION BOARD**

**WHEREAS**, Brian Lucas served with dedicated distinction on the Mountain Brook Parks and Recreation Board from March 24, 2014 through April 8, 2024 and as Chairman for over eight years; and

**WHEREAS**, Brian Lucas used his time, talent, and influence to provide input and guidance to the Mountain Brook Parks and Recreation Department for future planning for numerous projects, including the renovations to the Athletic Complex at Mountain Brook High School and Mountain

Brook Junior High and the conversion to artificial turf fields; the renovations and addition of LED lights at Mountain Brook Elementary and Cherokee Bend Elementary; the renovations to make Jemison Park more accessible to all; the installation of water fountains at several of our fields, parks, and trails; and adding public restrooms at all our sports fields including the first one at Mountain Brook Elementary affectionately called “Lucas Loo”; and

**WHEREAS**, Brian Lucas has been a selfless servant of the youth in Mountain Brook by coaching, mentoring, and advocating for them through Mountain Brook Athletics and Mountain Brook Lacrosse; and also played an instrumental part in re-organizing the unique partnership between the city, the Mountain Brook Board of Education, and the recreational programs; and mentoring members of Leadership Mountain Brook and Boy Scouts of America on their projects in the parks, two of which are popular dog parks; and

**WHEREAS**, In Brian Lucas’s tenure on the Parks and Recreation Board he consistently exhibited a dedication to the natural integrity of Mountain Brook’s green spaces that resulted in the continued enrichment of the quality of life for residents and visitors; and

Now, therefore, be it resolved that the City Council and Mayor, on behalf of the residents of Mountain Brook, do publicly thank Brian Lucas, for his many years of exemplary service and wish him well in future endeavors.

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## EXHIBIT 2

### PROCLAMATION NO. 2024-064

**WHEREAS**, in 1963 the Congress of the United States and President John F. Kennedy proclaimed May 15 as National 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

**WHEREAS**, there are approximately 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Mountain Brook Police Department; and

**WHEREAS**, since the first recorded death in 1786, more than 24,000 law enforcement officers in the United States have made the ultimate sacrifice and died or been killed in the line of duty, including Sergeant Freddie Jackson Harp, Officer George Todd Herring, and Officer Theron Houlditch of the Mountain Brook Police Department; and

**WHEREAS**, the members of the Mountain Brook Police Department play an essential role in safeguarding the rights and freedoms of the citizens of Mountain Brook; and

**WHEREAS**, it is important that all citizens know and understand the problems, duties and responsibilities of their law enforcement agencies, and that members of the Mountain Brook Police

Department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and

**WHEREAS**, the men and women of the Mountain Brook Police Department unceasingly provide a public service in a professional and courteous manner;

**NOW, THEREFORE BE IT RESOLVED**, I Mayor Stewart H. Welch III of the City of Mountain Brook, Alabama, do hereby proclaim the week of May 12th through 18th, 2024, as National Police Week and call upon all citizens of Mountain Brook to observe the 15th day of May 2024, as National Peace Officer's Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to the City of Mountain Brook and also, honor those survivors of our fallen heroes.

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### EXHIBIT 3

#### PROCLAMATION NO. 2024-065

**WHEREAS**, the government of Mountain Brook, celebrates our local small businesses and the contributions they make to our local economy and community; and

**WHEREAS**, according to the United States Small Business Administration, there are 32.5 million small businesses in the United States, small businesses represent 99.7% of firms with paid employees, small businesses are responsible for 62% of net new jobs created since 1995, and small businesses employ 46.8% of the employees in the private sector in the United States; and

**WHEREAS**, In 1963, after the proclamation from President John F. Kennedy, the first National Small Business Week was celebrated to honor the top entrepreneurs in every state with awards and special recognition; and

**WHEREAS**, after this inaugural celebration, the week became an annual practice to encourage other small business owners and enable them to learn from the success stories of the top performers; and

**WHEREAS**, since 1963, the U.S. Small Business Administration has worked to assist and counsel small businesses to flourish in the land of opportunity which led to an annual increase in the number of small businesses in the country; and

**WHEREAS**, according to statistical data, more than half of Americans either own or work for a small business, and they create about two out of every three new jobs in the U.S. each year; and

**WHEREAS**, Mountain Brook supports our local businesses that create jobs, boost our local economy, and preserve our communities; and

**NOW, THEREFORE**, I, Stewart H. Welch III, Mayor of Mountain Brook, Alabama do hereby proclaim, April 28 – May 4, 2024, as

#### **“SMALL BUSINESS WEEK”**

and urge the residents of our community, and communities across the country, to support small businesses and merchants during Small Business Week and throughout the year.



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**EXHIBIT 4****RESOLUTION NO. 2024-066**

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

Section 2. That the City Manager, or his designated representative, is hereby authorized and directed to sell said property by way of public Internet auction or to dispose of said items not sold.

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**APPENDIX 1**

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**EXHIBIT 5****RESOLUTION NO. 2024-067**

**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 De La Huerta LLC, (trade name: Fridas Cosina and Cantina), 2031 Cahaba Road Suite A1, Mountain Brook, AL 35223.

**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.

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**APPENDIX 2**

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**EXHIBIT 6****RESOLUTION NO. 2024-068**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that Branden Plowden is hereby appointed to the Board of Landscape Design, to serve without compensation, with the term of office to end April 27, 2027.

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**APPENDIX 3**

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**EXHIBIT 7**

**RESOLUTION NO. 2024-069**

**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 a contract agreement, in the form attached hereto as Exhibit A, between the City and The Friends of Jemison Park with respect to the Woodland Trail Bridge Connector at Jemison Park.

**APPENDIX 4****EXHIBIT 8****ORDINANCE**

WHEREAS, the City of Mountain Brook, Alabama (the "City") operates certain public parks for recreational use by the public; and

WHEREAS, the Park and Recreation Board of the City of Mountain Brook promulgates rules and regulations for ordinary use of those parks; and

WHEREAS, the City Council of the City of Mountain Brook (the "City Council") has determined that it is in the public interest, and in the interest of the students, athletic participants and community members that use the City's parks that the parks should be closed for nighttime use, except as might be permitted in conjunction with authorized and approved events and overnight use of the parks should be prohibited altogether; and

WHEREAS, the adoption of the City's Park Use ordinance to establish a closing time for all parks, to prohibit post-closing activities in the parks, except as may be undertaken in conjunction with authorized events, and to prohibit any overnight use in the enumerated areas will promote the public safety, health and general welfare of its students, athletic participants and coaches, employees, community members and all other persons who use such areas.

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

Section 1. Chapter 38 of the City Code shall be amended as by adding the following section:

"Sec. 38-2 – Prohibited activities in public parks.

(a) All Parks, as defined herein, shall close thirty minutes after sunset, except for events scheduled or authorized by the Recreation Board of the City of Mountain Brook or the Director of Parks and Recreation. No camping or overnight use of any Park shall be permitted at any time. It shall be unlawful for any individual to be in or upon the premises of any Park after the Park closes, unless the individual is participating in an event authorized as set forth above.

(b) For the purposes of this Chapter, "Parks" shall be defined as follows: Alabama Veteran's Memorial Park, Cahaba River Walk, Canterbury Park, Crestline Tot Lot, Irondale Furnace, Jemison Park, Mountain Brook Athletic Complex, Mountain Brook Presbyterian Church Trails, Nature Trail (Overbrook Road), Overton Park, Rathmell Sports Park and Watkins Trace Trail, all public property surrounding such parks whether posted or designated as a Park or not, and any other public place in the City designated as a park by the City Council.

(c) It shall be unlawful to violate any of the terms and provisions of this section. Any person, firm or corporation violating any of the said terms and provisions of this section shall, upon

conviction, be punished in accordance with Code of Ala. 1975, § 11-45-9 for a misdemeanor violation for each such offense. Each day any violation of this section shall continue shall constitute a separate offense.”

Section 2. 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 3. 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. 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 5. This ordinance shall be effective immediately after adoption and publication as provided by law.

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Heather Richards <richardsh@mtnbrook.org>

MINUTE BOOK 93



Heather Richards <richardsh@mtnbrook.org>

**Monitors for Bid**  
1 message

Michael Aycock <aycockm@mtnbrook.org> Wed, Apr 10, 2024 at 1:30 PM  
To: Heather Richards <richardsh@mtnbrook.org>, it personnel <itpersonnel@mtnbrook.org>

Good afternoon,  
Here are (2) monitors that will need to go out for bid:  
(1) HP/Compaq LA2205wg 22" Monitor s/n 3CQ116BT50  
(1) HP/Compaq LA2205wg 22" Monitor s/n 3CQ116BT4R  
Pictures are attached.  
Thanks,

**Mike Aycock**  
Information Technology  
City of Mountain Brook  
[p] 205.864.4544  
[e] [aycockm@mtnbrook.org](mailto:aycockm@mtnbrook.org)  
[a] 56 Church Street, Mountain Brook, AL 35213



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**Additional Auction Items**  
1 message

Michael Aycock <aycockm@mtnbrook.org> Tue, Apr 9, 2024 at 8:17 AM  
To: Heather Richards <richardsh@mtnbrook.org>  
Cc: it personnel <itpersonnel@mtnbrook.org>

Good morning,  
Here are (4) more items for auction.

1. HP Laserjet Pro 200 Printer (Color) s/n CND1H24790
2. Fujitsu FI-6110 Scanner s/n 018890
3. Vizio 42" TV Model E420i-A1 s/n LTYWNRDP0650220
4. Vizio 42" TV Model E420i-A1 s/n LTYWNRDP0650272

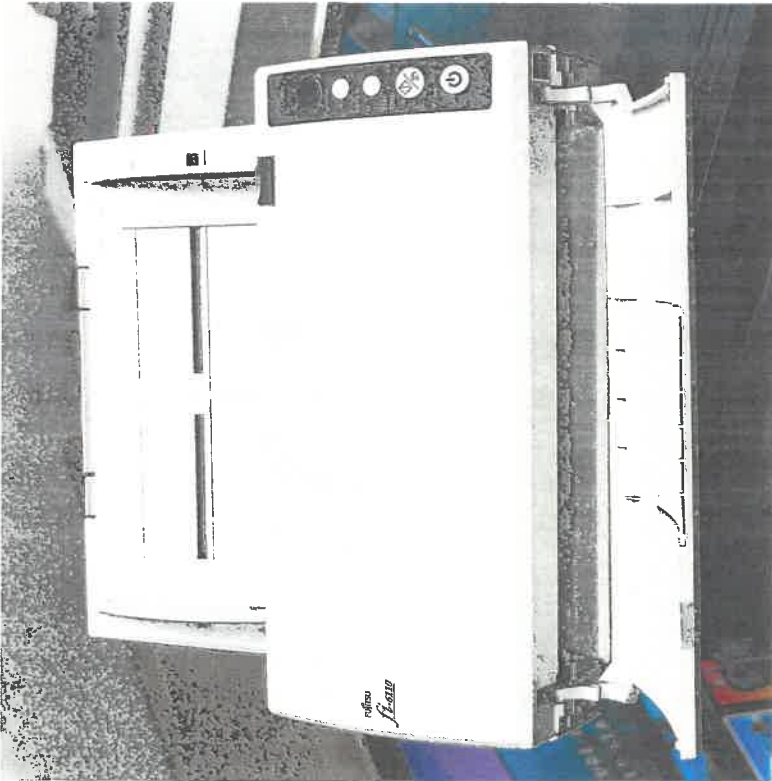
Thank you so much.  
Have a wonderful day

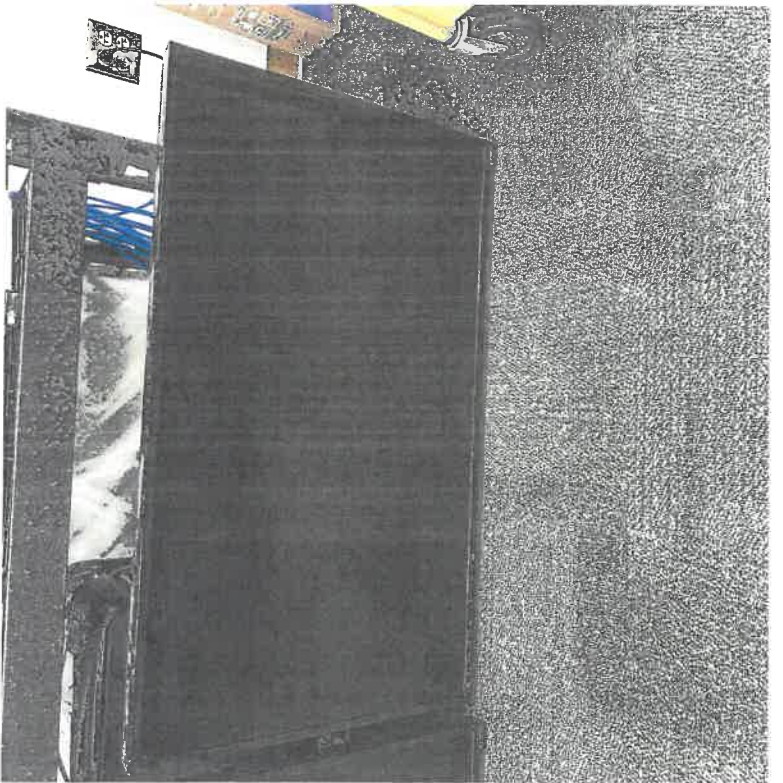
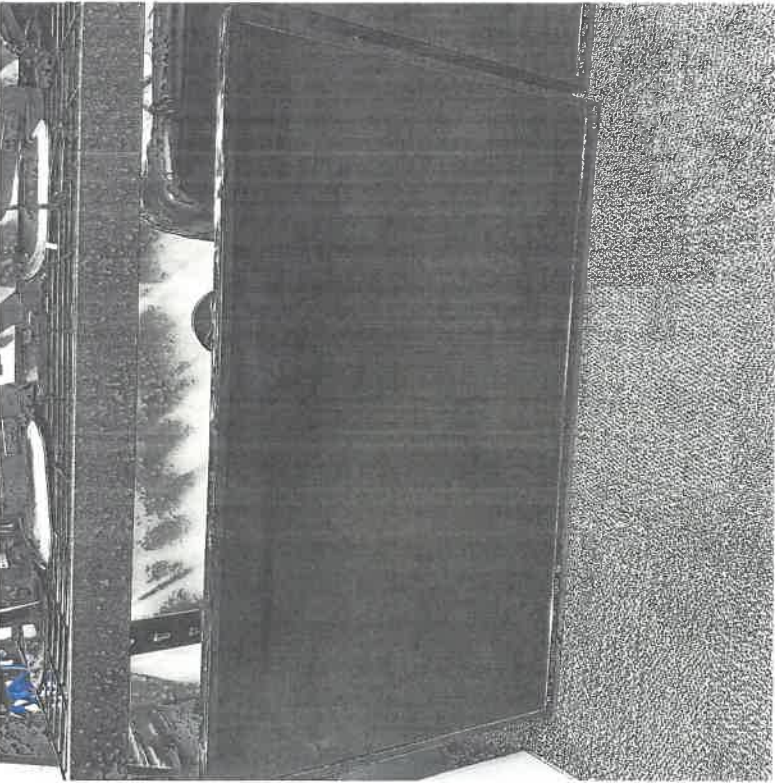
**Mike Aycock**  
Information Technology  
City of Mountain Brook  
[p] 205.864.4544  
[e] [aycockm@mtnbrook.org](mailto:aycockm@mtnbrook.org)  
[a] 56 Church Street, Mountain Brook, AL 35213



APPENDIX 1

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CITY OF MOUNTAIN BROOK  
 P. O. Box 130003  
 Mountain Brook, Alabama 35222  
 Telephone: 205.802.2400  
 Facsimile: 205.879.6913  
 www.mtnbrook.org

MINUTE BOOK



STATE OF ALABAMA  
 ALCOHOLIC BEVERAGE CONTROL BOARD  
 ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240405110540935

April 23, 2024

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 April 22, 2024, City Council meeting recommending the issuance of 020 - Restaurant Retail Liquor license as follows:

De La Huerta, LLC  
 Trade name: Fridas Cosina and Cantina  
 2031 Cahaba Road, Suite A1  
 Mountain Brook, AL 35223

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

Sincerely,

*Heather Richards*

Heather Richards  
 City Clerk

Enclosure

c: Maribel Perez  
 perezm0510@gmail.com

Type License: 020 - RESTAURANT RETAIL LIQUOR State: \$300.00 County: \$300.00  
 Type License: State: County:  
 Trade Name: FRIDAS COSINA AND CANTINA Filing Fee: \$50.00  
 Applicant: DE LA HUERTA LLC Transfer Fee:  
 Location Address: 2031 CAHABA RD STE A1 MOUNTAIN BROOK, AL 35223  
 Mailing Address: 131 HIGHLAND DR HUEYTOWN, AL 35023  
 County: JEFFERSON Tobacco sales: NO Tobacco Vending Machines:  
 Product Type: Type Ownership: LLC  
 Book, Page, or Document info: 001 103 158  
 Do you sell Draft Beer?:  
 Date Incorporated: 10/10/2023 State incorporated: AL County Incorporated: JEFFERSON  
 Date of Authority: 10/10/2023  
 Federal Tax ID: 933836836 Alabama State Sales Tax ID: R012022067

Name:	Title:	Date and Place of Birth:	Residence Address:
MARIBEL PEREZ 25578475 - TX	OWNER	02/20/1981 SALINAS CA	131 HIGHLAND DR HUEYTOWN, AL 35023
MIGUEL ALEJANDRO HUERTA GARCIA 25578473 - TX	OWNER	01/11/1978 MEXICO	131 HIGHLAND DR HUEYTOWN, AL 35023

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

APPENDIX 2

Contact Person: MARIBEL PEREZ Home Phone: 832-457-6810  
 Business Phone: 832-457-6810 Cell Phone: 832-457-6810  
 Fax: E-mail: PEREZM0510@GMAIL.COM

PREVIOUS LICENSE INFORMATION: Previous License Number(s)  
 Trade Name: BOBBY CARLS TABLE License 1: 011261037  
 Applicant: JOCO HOSPITALITY LLC License 2:



STATE OF ALABAMA  
 ALCOHOLIC BEVERAGE CONTROL BOARD  
 ALCOHOL LICENSE APPLICATION

Confirmation Number: 20240405110540935



STATE OF ALABAMA  
 ALCOHOLIC BEVERAGE CONTROL BOARD  
 ALCOHOL LICENSE APPLICATION

Confirmation Number: 20240405110540935



If applicant is leasing the property, is a copy of the lease agreement attached? YES  
 Name of Property owner/essor and phone number: ENGLISH VILLAGE LLC 205-640-0102  
 What is lessors primary business? RENTAL PROPERTIES  
 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

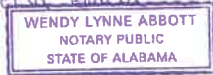
Will the business be operated primarily as a package store? NO  
 Building Dimensions Square Footage: 2533 Display Square Footage:  
 Building seating capacity: 75 Does licensed premises include a patio area? YES  
 License Structure: SHOPPING CENTER License code: OTHER  
 Number of licenses in the vicinity: 0 Nearest: 0  
 Nearest school: Nearest church: Nearest residence: 0 miles  
 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)? YES

Name:	Violation & Date:	Arresting Agency:	Disposition:
ARRESTS OVER 10 YEARS AGO - SEE BACKGROUND CHECKS	ARRESTS OVER 10 YEARS AGO - SEE BACKGROUND CHECKS	ARRESTS OVER 10 YEARS AGO - SEE BACKGROUND CHECKS	ARRESTS OVER 10 YEARS AGO - SEE BACKGROUND CHECKS

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.  
 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.  
 In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.  
 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), if a 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): Miguel Alejandro Huerta Garcia  
 Signature of Applicant: *Miguel Huerta*  
 Notary Name (print): Wendy Abbott  
 Notary Signature: *Wendy Abbott* Commission expires: 7/29/26



Application Taken: 04/23/24 App. Inv. Completed: Forwarded to District Office:  
 Submitted to Local Government: Received from Local Government:  
 Received in District Office: Reviewed by Supervisor: Forwarded to Central Office:



**STATE OF ALABAMA**  
**ALCOHOLIC BEVERAGE CONTROL BOARD**  
**ALCOHOL LICENSE APPLICATION**  
**Confirmation Number: 20240405110540935**



BOOK 94

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival  
**Participants Licenses ONLY**

**Private Club**

Does the club charge and collect dues from elected members?  
 Number of paid up members:  
 Are meetings regularly held?  
 How often?  
 Is business conducted through officers regularly elected?  
 Are members admitted by written application, investigation, and ballot?  
 Has Agent verified membership applications for each member listed?  
 Has at least 10% of members listed been confirmed and highlighted? **Agent's Initials:**  
 For what purpose is the club organized?  
 Does the property used, as well as the advantages, belong to all the members?  
 Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

**Special Retail**

Is it for 30 days or less?  
 More than 30 days?

Franchisee or Concessionaire of above?  
 Other valid responsible organization:  
 Explanation:

**Special Events / Special Retail (7 days or less)**

Starting Date: Ending Date:  
 Special terms and conditions for special event/special retail:

**Wine Festival / Wine Festival Participant Licenses (5 Days or Less)**

Starting Date: Ending Date:  
 Special terms and conditions for special event/special retail:

**Other Explanations**

License Covers: STE A1

Receipt Confirmation Page

Receipt Confirmation Number: 20240405110540935  
 Application Payment Confirmation Number: 99144266265

Application Fee for License 020		\$20.00
<b>License Payment Confirmation Number:</b>		
License Fee	Quality Fee	Other Fee
020 - RESTAURANT RETAIL LIQUOR	\$300.00	\$300.00
		\$0.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 020 - RESTAURANT RETAIL LIQUOR  
 License Type 2:  
 License County: JEFFERSON  
 Business Type: LLC  
 Trade Name: FRIDAS COSINA AND GANTINA  
 Applicant Name: DE LA HUERTA LLC  
 Location Address: 2031 CAHABA RD STE A1  
 MOUNTAIN BROOK, AL 35223  
 Mailing Address: 131 HIGHLAND DR  
 HUEYTOWN, AL 35023  
 Contact Person: MARIBEL PEREZ  
 Contact Home Phone: 832-457-6810  
 Contact Business Phone: 832-457-6810  
 Contact Fax:  
 Contact Call Phone: 832-457-6810  
 Contact Email Address:  
 Contact Web Address:  
 Contact Relationship to Applicant: OWNER

APPENDIX 2



Tyler Slaten  
Senior Planner  
56 Church Street  
Mountain Brook, Alabama 35213  
Telephone: 205.802-3811  
Fax: 205.879-6913  
slaten@mtmbrook.org  
www.mtmbrook.org

**MINUTE BOOK 93**

DATE: April 22, 2024

TO: Mayor, City Council & City Manager

FROM: Tyler Slaten, City Planner

RE: Board of Landscape Design Term Appointment

Brandon Plowden's BLD term expired on April 13, 2024; Mr. Plowden has expressed a wish to continue to serve on BLD, and the BLD members have unanimously recommended that he renew for another term. The city does not have any other active applicants for the Board of Landscape Design at this time.



JEMISON PARK IMPROVEMENT PROJECT CONTRACT  
WOODLAND TRAIL BRIDGE CONNECTOR

MINUTE BOOK 94

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Friends; provided, however, that the Friends shall have a reasonable opportunity to cure or correct any deficiency in performance that is the basis of the proposed termination for cause. This termination remedy is in addition to any other remedy or right provided to the City in the Contract or that may be available by law;

This Jemison Park Improvement Project Contract (the "Contract") is made by and between The Friends of Jemison Park ("Friends") and the City of Mountain Brook, Alabama (the "City"), effective as of the date last signed below by a party (the "Effective Date").

WHEREAS, the Friends of Jemison Park is a non-profit organization formed and dedicated to support Robert Jemison Jr. Park ("Park"), a preserved area located in the City that provides a mature treescape, a buffer to Shades Creek, a "gateway" into the City and recreational opportunities through the use of its sidewalks and trails;

WHEREAS, Friends has engaged in numerous improvement projects in Jemison Park and has, through its fundraising efforts, assisted with removal of invasive and non-native vegetation, conducted stream bank improvements, helped with the establishment of native trees and other vegetation and committed substantial funds toward a comprehensive improvement and rehabilitation project;

WHEREAS, the City, with the financial assistance of Friends, has recently constructed comprehensive improvements to the Park, including but not limited to improved sidewalks and accessible trails, the construction of new trails, flood mitigation measures and other improvements; and

WHEREAS, Friends has requested permission to have constructed a bridge and related improvements, which will provide a safe and convenient means of connection between pedestrian ways on both sides of Shades Creek along the Woodland Trail (the "Woodland Trail Bridge Connector") as set forth on and in Exhibits A and B to this agreement (the "Project"); and

WHEREAS, the City has determined that it is in the public interest to permit Friends to proceed with the Project and to enter into this contract with Friends to set forth the terms, conditions and expectations attendant to such appropriation.

NOW, THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the Friends and City agree as follows:

1. **Services.** Friends shall have completed on its behalf the work in accordance with the Scope of Work and the Project Plans and specifications set forth in and in accordance with the terms, conditions, plans and specifications in Exhibits A and B (the "Services").

2. **Compensation.** No compensation shall be due to Friends by the City and the Project will be solely funded by Friends.

3. **Term.** The term shall begin when this Contract is executed by the City and will extend for one-hundred eighty (180) days (the "Term") from May 15, 2024 (the "Project Beginning Date"), during which time the Services must be completed, unless said term is extended by the City upon good cause shown by Friends. Notwithstanding any other provision herein, the Contract may be terminated before the expiration of its Term on the occurrence of any of the following:

- (a) Termination for Cause by City. If Friends fails to perform any material obligation in the Specifications or this Contract (a "Default"), the City may terminate the Contract for cause on seven (7) days' advance written notice to

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Friends shall require the Contractor(s) hired to perform the Services to procure and maintain policies of insurance with the following requirements and shall have City named as additional insured on all such policies:

Insurance	Amount
Workers' compensation	statutory
General liability	\$1,000,000
Auto liability	\$1,000,000

Friends shall provide the Contractor's Certificate of Insurance showing such coverages and that the City is named as an additional insured prior to the inception of work.

7. **Representations of Friends.** As further inducement to enter this Contract, Friends represents and warrants each of the following to the City:

- (a) that it will have the Services performed in a good and workmanlike manner; and
- (b) that all actions required to be taken by it or on its behalf to execute the Contract, and to perform its obligations and agreements hereunder, have been duly taken.

8. **Subcontracting.** Friends and City acknowledge and understand that the Services will be performed by one or more Contractors selected by Friends and City gives its consent for Friends to enter into subcontractor agreement(s) for the work. Friends agrees to procure and provide to City waivers as to all materialmen, subcontractor or other liens related to the Project and to be solely responsible for satisfaction of same.

9. **Miscellaneous Provisions.**

(a) During the Term of this Contract, Friends agrees to comply (and require its subcontractors to comply) with all regulations and laws concerning the performance of its Services or work, including, but not limited to, laws concerning the safety, inspection, maintenance, and operation of its equipment and employment laws concerning its workers.

(b) Friends is an independent contractor of the City. This Contract does not create any partnership, joint venture or principal-agent relationship between the Friends and the City.

(c) Friends may not assign this Contract, or any of its rights, obligations or the benefits hereunder, to any other party without prior written approval of the City, which approval may be withheld for any reason.

(d) The Contract is made only for the benefit of the City and the Friends. It is not intended, nor shall it be construed, to grant or bestow any benefit, right or privilege to any third party.

(e) This Contract comprises the entire agreement between the parties. These terms herein supersede all prior negotiations, representations or agreements, either written or oral, concerning the subjects herein, and any such prior understandings concerning those matters are of no effect and are merged into this Contract.

(f) This Contract may be amended or modified only by written instrument signed by both parties.

(b) Termination for Cause by Friends. If the City does not perform a material obligation in this Contract, the Friends may terminate the Contract for cause on thirty (30) days' advance written notice to the City; provided that the City shall have a reasonable opportunity to cure or correct any deficiency in performance that is the basis of the proposed termination for cause; and

4. **Contract Representatives.** Each party shall appoint a representative(s) who shall coordinate with the other party on matters pertinent to the performance of the Services and the administration of this Contract (the "Contract Representative(s)").

The City's Contract Representative is:

Sam Gaston  
City Manager  
56 Church Street  
Mountain Brook, Alabama 35213  
Tel No: (205) 802-3803

Friends's Contract Representative(s) are:

Sally Worthen  
Nimrod Long  
Friends of Jemison Park  
P.O. Box 530813  
Mountain Brook, Alabama 35253  
Tel No.: (205) 215-8621

The Contract Representatives designated above shall have the authority to act on behalf of its respective parties to transmit instructions, receive information and administer the Contract consistent with its terms and conditions. Either party may designate a Contract Representative other than the person named above upon provision of written notice to the other.

4. **Notices.** Any notice required hereunder shall be sufficiently given when given in writing and sent to the appropriate Contract Representatives via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or by personally delivering such notice to that party.

5. **Dispute Resolution.** The Contract Representatives of the parties will use their good faith efforts to resolve any dispute or claim between them arising from the performance or failure to perform their respective obligations under this Agreement (a "Dispute"). In the event that those Representatives are unable to amicably resolve a Dispute, either party may request that the Dispute be mediated.

6. **Insurance Requirements.**

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(g) This Contract may be executed in counterparts each of which when executed by the parties shall be deemed to be a complete original. Copies of this Contract showing the signatures of the respective parties, whether produced by photographic, digital, computer, or other reproduction, may be used for all purposes as originals, and shall have the same legal force and effect as an original document.

(h) If any provision of this Contract is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of it shall remain in full force and effect.

(i) The meaning, legal effect, and enforcement of terms and provisions of the Contract 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.

(j) Friends represents and warrants that (a) it does not knowingly employ, hire for employment, or continue to employ an "unauthorized alien," as defined by the *Beason-Hammon Alabama Taxpayer and Citizen Protection Act*, Act No. 2011-535 (H. B. 56), as amended from time to time (the "Act") and that, during the performance of the services and Project, it shall participate in the E-Verify program if it is so required under the terms of the Act; (b) it will comply with all applicable provisions of the Act with respect to its consultants and subcontractors by entering into an agreement with or by obtaining an affidavit from them providing that they are in compliance with the Act with respect to their participation in the E-Verify program; and (c) it shall not hire, retain or contract with any consultant or subcontractor that it knows is not in compliance with the Act. Friends further agrees and warrants that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, in its hiring and employment practices, and that if it receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the City and shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If Friends violates any term of this paragraph, this Agreement will be subject to immediate termination by City. To the fullest extent permitted by law, Friends shall defend, indemnify and hold harmless City from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Friends' failure to fulfill its obligations contained in this provision. Such indemnification obligation will terminate when the Project is complete.

(k) Upon reasonable advance notice from the City, Friends, at its expense, agrees to produce records maintained by it with respect to the Services performed by it under this Contract and otherwise participate in an audit designed by the City to evaluate whether the Friends is properly completing, accounting and performing the Services and transactions that are contemplated hereunder. To facilitate any such audit, the Friends agrees that, for a period of no less than (2) years following the performance of Services or the expiration (or earlier termination) of this Contract, it will maintain its reports, logs and records concerning its performance of Services or work, and the accounting, billing or other financial records that the Friends generates regarding same.

In Witness Whereof, the undersigned, duly authorized representatives of the parties have executed this Contract on behalf of their respective organization.

ATTEST  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

FRIENDS OF JEMISON PARK  
By: \_\_\_\_\_  
Its: April 22, 2024

APPENDIX 4

