

**MEETING AGENDA  
MOUNTAIN BROOK CITY COUNCIL**

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

**JUNE 10, 2024, 7 P.M.**

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**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 06102024).**

1. Approval of the minutes of the May 13, 2024, regular meeting of the City Council.
2. Approval of the minutes of the May 21, 2024, special meeting of the City Council.
3. Consideration: Resolution authorizing the City's participation in the 2024 "Back-to-School" Sales Tax Holiday.
4. Consideration: Resolution authorizing the agreement with UAB PEM and the Mountain Brook Fire Department.
5. Consideration: Resolution authorizing the consulting agreement with Cardinal Technology Consulting Services of Alabama.
6. Consideration: Resolution authorizing the agreement with Trobaugh for auditing services.
7. Consideration: Resolution authorizing the sale or disposal of surplus property.
8. Comments from residents and attendees.
9. Announcement: The next regular meeting of the City Council is June 24, 2024 at 7:00 p.m.
10. Adjourn.

**MOUNTAIN BROOK CITY COUNCIL  
PRE-MEETING DISCUSSION  
MAY 13, 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 attendees.]

The City Council of the City of Mountain Brook, Alabama met informally in-person at 6:15 p.m. on the 13<sup>th</sup> day of May, 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  
Gerald A. Garner  
Lloyd C. Shelton  
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. Bids for the Montevallo Lane and Mountain Avenue drainage project

Mark Simpson-Schoel Engineering

- 5 bids were received
- The lowest bid was CB&A Construction
- The project had three elements: 1) new storm pipe 2) Stream stabilization 3) Improve the entrance into the culvert

Virginia Smith-Council President

- Item added to the formal agenda (Resolution 2024-076)

2. TAP grant application for two-three segments of sidewalks in the City

Nathan Currie-Sain Associates

- The proposal is to assist the City in preparing an application for a TAP grant for the next fiscal year
- Scope is to look at segments to consider and put together detailed pricing for the project

Sam Gaston-City Manager

- The two segments that are up for consideration are Brookwood Road and Old Leeds Lane

Virginia Smith-Council President

- Item added to the formal agenda (Resolution 2024-073)

3. Proposal to implement traffic calming measures on Halbrog Lane and Arundel Drive

## Richard Caudle-Skipper Consultants

- The agreement has a scope of work that consists of:
  - Performing traffic counts and speed studies
  - Consulting with the City Attorney and City Staff regarding the truck route
  - Finalizing designs for speed hump installation and chicanes
  - Consulting with the City on the construction of sidewalks on Arundel Drive and Halbrook Lane
  - Preparing a temporary road closure and detour plan for construction of sidewalks

## Virginia Smith-Council President

- These steps are needed before closing the road can be considered
- If the traffic is not brought down to a satisfactory level, then the council will look into closing the road
- The City's police and fire department, as well as the City of Vestavia, are opposed to closing the road

## Billy Pritchard-Council President Pro Tempore

- These steps will objectively measure the effects of the speed bumps and chicanes

## Gerald Garner-Council Member

- Is in favor of closing the road; however, the remedial steps are needed to ensure things are done correctly

## Lloyd Shelton-Council Member

- Understands the council wants to be cautious but would like the road to be closed
- The problem is the volume of vehicles

## Richard Caudle

- A traffic count will be done after these measures are in place
- The sidewalk construction allows for the temporary closing
- Is of the opinion the speed humps and chicanes stay in place until if/when the roads are closed

## Graham Smith-Council Member

- It is feasible to start with some level of traffic calming measures before closing the road
- The Council wants to help the residents of Halbrook as best they can

## Sam Gaston-City Manager

- The City of Vestavia will extend the green light time on the lights on Crosshaven
- They also put up two "No Through Traffic" signs on their side
- They will also budget to build sidewalks from south of the Post Office up to the city limits of Mountain Brook

## Virginia Smith

- Item added to the formal agenda (Resolution 2024-074)

## 4. No Cut Through Traffic ordinance for Halbrook Lane and Arundel Drive

## Whit Colvin-City Attorney

- This ordinance backs up the signs and makes the signs enforceable
- This is for traffic that does not originate nor terminate in the area
- This is intended to apply where the City Manager determines a street has become a "cut-through" and needs to be returned to local traffic

Virginia Smith

- Item added to the formal agenda (Ordinance No. 2161)

5. Contract with Alabama Power Company to install security cameras in and around Jemison Park

Jaye Loggins-Police Chief

- Tasked with the idea of putting cameras around Jemison Park
- Coverage will be entrances and exits onto the trail and parking areas
- There is no upfront cost

Virginia Smith-Council President

- Item added to the formal agenda (Resolution 2024-075)

6. 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 6:57 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 May 13, 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 June 10, 2024

**MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK  
MAY 13, 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-1 virtual attendee.]

The City Council of the City of Mountain Brook, Alabama met in person at 7:01 p.m. on the 13<sup>th</sup> day of May, 2024 (others were allowed to listen to the meeting by way of Internet video conference-1 virtual attendee). Council President Virginia Smith called the meeting to order, and the roll was called with the following results:

Present: Virginia C. Smith, Council President  
William S. Pritchard III, Council President Pro Tempore  
Lloyd C. Shelton  
Graham L. Smith  
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. 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 April 22, 2024, regular meeting of the City Council  
Approval of the minutes of the May 6, 2024, special meeting of the City Council

|                 |   |                          |
|-----------------|---|--------------------------|
| <b>2024-070</b> | Accept the proposal submitted by Architectural Graphic & Design Specialties, Inc. for the Wayfinding signage replacement panels within Mountain Brook | Exhibit 1,<br>Appendix 1 |
| <b>2024-071</b> | Execute a contractor agreement with The Pave Team LLC for the Brookwood Forest Elementary School parking lot ramp                                     | Exhibit 2,<br>Appendix 2 |
| <b>2024-072</b> | Authorize the sale or disposal of certain surplus property  | Exhibit 3,<br>Appendix 3 |
| <b>2024-073</b> | Authorize Sain Associates to prepare an application for a TAP grant for segments of sidewalk in the City of Mountain Brook                            | Exhibit 4,<br>Appendix 4 |

- 2024-074**      Accept the professional service agreement with Skipper Consulting Inc. for the traffic calming analysis and design for Halbrook Lane and Arundel Drive      Exhibit 5, Appendix 5
- 2024-075**      Accept the proposal with Alabama Power for the installation of surveillance cameras in and around Jemison Park Trail      Exhibit 6, Appendix 6
- 2024-076**      Award the bid (B-20240415-925) to CB & A Construction for the Mountain Lane and Montevallo Lane Area Drainage Improvements project      Exhibit 7, Appendix 7

Thereupon, the foregoing minutes and resolutions (Nos. 2024-070 through 2024-076), were introduced by Council President Virginia Smith and a motion for their immediate adoption made by Council Member Lloyd 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. 2024-070 through 2024-076) were adopted by a vote of 5—0 and as evidence thereof he signed the same.

**2. CONSIDERATION OF ORDINANCE (NO. 2161) AMENDING CHAPTER 50 OF THE CITY CODE (EXHIBIT 8)**

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

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

Nays:            None

Council President Virginia Smith declared the motion carried by a vote of 5-0.

After said ordinance had been considered in full by the Council, Council President Pro Tempore Pritchard then moved for the adoption of said ordinance. The motion was seconded by Council

President Virginia Smith. Thereupon, Council President Virginia Smith called for vote with the following results:

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

Nays: None

Council President Virginia Smith declared that the ordinance (No. 2161) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

### **3. COMMENTS FROM RESIDENCES AND ATTENDEES**

(There were no public comments)

### **4. ANNOUNCEMENT**

Council President Virginia Smith announced the next regular meeting of the City Council is May 27, 2024, 7:00p.m.

### **5. EXECUTIVE SESSION AND ADJOURNMENT**

Council President Pro Tempore made a motion that the City Council convenes in executive session to discuss matters of pending litigation and that the City Council shall not reconvene upon conclusion of the executive session. The City Attorney certified that the subject matters were allowed to be discussed in executive pursuant to Alabama Law. The motion was seconded by Council President Virginia Smith. 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

There being no further matters for discussion Council President Virginia Smith adjourned the formal meeting at approximately 7:04 pm.

### **6. CERTIFICATION**

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the regular meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Council Chamber (Room A-108) on May 13, 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.

**MINUTES OF THE SPECIAL MEETING OF THE  
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK  
MAY 21, 2024**

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The City Council of the City of Mountain Brook, Alabama met in person at 5:00 p.m. on the 21st day of May, 2024. Council President Virginia Smith called the meeting to order, and the roll was called with the following results:

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

Absent: None

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

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

**1. PUBLIC HEARING TO CONSIDER AN ORDINANCE REZONING A PARCEL OF LAND IN THE CITY OF MOUNTAIN BROOK FROM LOCAL BUSINESS TO PLANNED UNIT DEVELOPMENT (PUD)**

Council President Smith announced that the City Council does not intend to call for a vote on the proposed ordinance at this meeting, there are still unanswered questions posed by elected officials concerning the proposed development. She then invited comments from the applicant.

Al Worthington of 251 South Oak Drive 35242 with Dominion Partners:

- It has been six months since the last public hearing before the City Council
- Since the last meeting, the development team has been working to address questions and concerns raised about the proposed development
- Building materials have been changed, more trees along Cahaba Road have been preserved, the building footprint is reduced and positioned further away from Cahaba Road
- Introduced the next speakers

Nathan Rosemann with Rosemann & Associates (Atlanta, GA) and Louis Nequette with Nequette Architecture and Design (Birmingham, AL):

- The existing roadway leading into the property shall largely remain in tact
- The building is five stories stepping down to four stories as it nears Cahaba Road
- There is a 77 foot setback from Cahaba Road and a 107 foot setback along the rear of the property
- There will be two main entries, one for the independent and another for the assisted living areas



- Pointed out changes in the scale and positioning of the building in relation to the proposed presented at the last hearing. The height has been reduced to four stories.
- The unit count is unchanged at 166 units. The building scale has been reduced by reducing the size of the residential units and common areas.
- There are 116 parking spaces in the garage with two entrances/exits on either end of the building and 170 parking spaces overall
- The building was originally planned to be five stories over one level of parking. It is now four stories over one level of parking.
- The length of the building has been reduced by over 50 feet
- More of the taller existing trees will be saved to provide screening from the Cahaba Road viewpoint and shorter understory plantings will be installed to provide additional screening.
- Presented various illustrations of the building from surrounding vantage points around the property
- The building footprint is 85 feet from the Cahaba Road pavement (formerly 67 feet)
- The construction limits have been reduced to 20 feet from the building footprint to better protect the existing trees
- The landscape plans were reviewed

Billy Hand of 141 Stonegate Drive 35242 (Dominion Partners)

- The site is 4.92 acres of which 1.62 acres is currently impervious
- Post-development, the impervious area will be 2.27 acres (about a 13% increase)
- The impervious area will be less than 46% of the total site
- The City's storm water design regulations require that post-development run-off must be no more than pre-development runoff
- There are three areas where the run-off impacts the City's infrastructure. The design includes an underground detention system beneath the garage.
- The developer is required to design a system to accommodate a 2, 5, 10, 25, 50 and 100-year storm event. For events 5 through 100-years, they are decreasing runoff compared to current conditions by more than 10%.
- 75% of the runoff is from the designed closed system
- The design is matching runoff conditions at Culver and Cahaba
- Runoff from the increased impervious area is being stored in 2,600 cubic feet of underground detention
- The stored water will be treated by an isolation row that allows sediment to drop from the water prior to discharge
- At final design, the storm water flow rate and volume will have to be tested and certified to be less than or equal to pre-development conditions
- The detention system is constructed from 36 inch diameter pipes that are five feet deep and discharges through eight inch pipes thus slowing the discharge
- Construction worker parking will be located in Office Park
- Construction traffic will also take place at the rear emergency access where it will be temporarily improved
- First responder/emergency access will be located at the rear of the building
- Proper fire vehicle turning is provided in the front and rear along with a dedicated fire lane

- Comparing other similar facilities in the Birmingham area, anticipate about 18 emergency calls monthly (216+/- annually)
- Estimate that 80 of the residents will be Mountain Brook residents, do not view these as new emergency calls but rather relocated calls
- If an emergency (911) call is placed, their wellness checks could cancel said emergency call if the situation is determined to be non-emergent [30:49]

Scott Skipper of 3644 Vann Road 35235 with Skipper Consulting:

- The last study was compared to the national averages for similar facilities
- The roads were determined to more than adequately accommodate the proposed development
- Current levels of services are “A” and “B” and will remain such post-development
- Since the last meeting, the consultants performed traffic counts at Danberry and Somerby to provide a local benchmark as opposed to the national averages. These counts were comparable to the national averages.
- Questions were raised about the mid-day peak traffic counts. Therefore, mid-day counts were performed and it was determined that the morning and evening counts were 17-20% higher than the mid-day counts. So, the morning and evening counts do provide the “worse-case” scenarios.

Mayor Welch inquired whether all of the aforementioned amenities were being retained in light of the project downsizing to which Mr. Worthington replied yes.

Mayor Welch inquired whether the understory vegetation would remain low-growth or not.

Jarod Calhoun with Nequette Architecture and Design of 2227 Second Avenue North:

- The whole purpose of the lower canopy vegetation is to remain at the pedestrian level to maximize the screening effect

In response to a question by Council member Shelton, Mr. Worthington replied that residents will be offered one parking space per unit.

In response to another question by Council member Shelton concerning the “A” and “B” intersection grades mentioned earlier, Scott Skipper replied that such grades typically refer to wait times. For example, an “A” grade represents about 10-15 seconds or less at the mainline Cahaba Road) through an intersection (Culver). 25 seconds is generally the cutoff for a grade of “B”, 35 seconds for “C”, and 55 seconds for “D”. [Times are approximate].

In response to an inquiry from Council member Pritchard, Skipper replied that the traffic counts are those of the accesses through the intersection including the lower portion of the LAH building.

In response to an inquiry from Council member Graham Smith regarding price points, Mr. Worthington replied that the rate for a second resident in a unit is typically \$2,000 to \$5,000 per month (to cover the cost of meals and other ancillary amenities). This will be the most costly for residents but only because it will cost the most to construct even considering the scaled-down size. An average rate for couples is estimated to be \$10,000 per month (rents per square foot statistics are not used in the pricing model). The rents are expected to remain intact in spite of the reduced room area.

Council President Smith then opened the floor to public comments and questions [43:31].

Amanda Loper of 3789 Montrose Drive:

- Is an architect and has done similar work for Mr. Nequette
- Supports the development as she feels it satisfies a need for more senior housing in the City
- By providing for a community for the elderly residents of the City, single-family homes may be made available for younger families thereby allowing others to enjoy the benefits of the School System

Ann Sanders of 4616 Pine Mountain Road (owner of [continuous] Mountain Brook Plaza) [45:13]:

- Voiced her support for the project
- Feels this development will be beneficially for her commercial property
- Feels the City will benefit from having a senior living facility

Charlie Perry of 2501 Canterbury Road [46:26]:

- If approved, this development will change regulations that have been in place a long time
- Read recently that the average home price in the City was \$1.9 million totaling \$12 billion worth of real estate
- People live here for the neighborhoods
- Presented a photo of [2 p.m.] bumper-to-bumper traffic along Montevallo Road on a typical day. Believes this development will only worsen the traffic in the area.
- Based on personal experience, some residents may have private sitters coming to the facility. Questions the validity of the traffic counts considering residents, sitters, employees, visitors and deliveries.
- Suggested a different ingress/egress to U.S. Highway 280 to minimize the impact of traffic along Cahaba Road
- The City Council should be basing its decision on “the best interests” of the community at large.
- Showed a short video clip of the Watkins Creek flooding and questioned whether flooding would be adversely affected
- Showed a photo of him wading through his flooded backyard. He has lived in his home for 38 years and it has never flooded but flooding has gotten worse since the Evans redevelopment.

Victor Hansen of 2328 Chester Road:

- Asked where ambulances will access the building

Fire Chief Chris Mullins:

- His research shows that nationwide emergency medical service calls are increasing up to 30% due to senior living communities
- Locally, there appears to be 1.3 to 1.5 calls per resident per year for similar facilities
- Using those statistics, we can expect 218 to 250 calls annually
- Wants to know what Dominion’s policy is for resident “lift assists” and whether or not they are relying on local fire departments to assist with non-emergent lift assist calls
- Getting back to the question at hand, emergency access will be at the rear of the building with covered parking. The developer has been most accommodating to the department’s suggestions with respect to emergency medical access.

- Clarified that the fire department will be coming to the scene with lights and sirens for all 911 calls. This protocol is independent of any senior living facility policies or desires.

Council member Garner inquired about security measures for residents that get off grounds.

AI Worthington:

- Residents may be tracked by their fobs with a GPS tracker
- Does not recall such an occurrence with other facilities
- Dominion does not have a “no lift policy”
- They did sell 18 facilities since 2018
- Staff does analyze each situation. If they cannot determine whether lifting is safe, they will call 911.
- Dominion has used two different operating companies and neither have such a policy
- Does not recall in eighteen ever hearing a siren at any other retirement facilities
- Most senior housing communities do not offer 24-hour nursing care
- Dominion does have 24-hour nursing staff on site at the assisted living wing
- Believes the number of emergency calls is correlated to the type and quality of the operator. Views Dominion’s facilities as best in class.
- In response to Council member Shelton’s question, affirmed that once sold, the buyer generally maintains the amenities and often retains the prior operator

Council President Pro Tempore Pritchard

- Asked whether the rental agreements will carry forward for future sales to which Mr. Worthington stated he could not say but feels confident that the buyer will maintain the level of service

AI Worthington:

- Alabama is one of the most difficult states in terms of senior housing operations
- The State’s nursing home lobby defines the rules operators must follow
- For example, a resident in Georgia may be 10 times worse than an Alabama resident but in Georgia they may remain in the senior living facility whereas in Alabama the resident would be required to move to a skilled nursing facility
- If a resident falls twice in a 30-day period, they must be monitored
- The [Alabama lobby’s] goal is to get the senior community residents into the nursing home
- This facility has no nursing component

Ben Watson with Live Oak Engineering 2509 7<sup>th</sup> Avenue South regarding the flooding concerns raised earlier:

- Rainwater will be stored underground and discharged at a slower rate than without the underground detention
- Watkins Branch will have less runoff from this property at any instantaneous moment
- This will be a passive system consisting of about 800 feet of 36 inch pipe
- For every 10 CFS of water coming into the system, 6 CFS are being stored every second and discharged at the rate of 4 CFS every second
- In response to an inquiry by Council member Graham Smith, Watkins replied that there is about one square mile of drainage flowing into Watkins Branch below the development. At its peak,

there is about 988 cubic feet of water flowing through the creek every second. In a 100-year event completely un-detained, the site drains about 22 cubic feet per second. They proposed system will lower the runoff to 18 cubic feet per second. There is no appreciable benefit to designing a system beyond a 100-year event. The proposed design exceeds the requirements of the City Code.

- Watson has worked with Schoel Engineering, has done 40-50 residential detention systems in Mountain Brook and will stamp his design asserting no adverse impact from the development which will be reviewed and stamped by Schoel to certify to its accuracy

Charlie Perry:

- We had the same discussion with the Evans development which included a detention pond on the Shades Valley property
- Flooding is worse today than pre-development
- Questions whether the City's regulations are strict enough or whether mistakes occurred

Pam Baugh of 2605 Canterbury Road:

- So much development has occurred over the past year causing tremendous pressures
- Urged the Council to look at the overall picture
- It is difficult to live in the Village where we anticipate the roundabouts are experiencing inconvenience from the sewer upgrades combined with all of the other recent developments
- We need to stop and get over what has already transpired and scheduled

Fred Rennecker of 5211 Lane Park Court

- Hopes to enjoy this project

Helen Catherine Smith of 2926 Canterbury Road

- Thinks this is a project that the City needs
- How do you know you are not damaging tree roots that will eventually kill them?
- Where will employees access the property and park?

Nathan Rosemann:

- Each tree has a diameter of breast height (DBH). The DBH determines how large of a diameter must be undisturbed around each tree to ensure not damage to the roots
- A 10 inch tree will have a 12 foot critical root zone. Within that area there shall be not materials stored and no surface disturbance
- Trees will be assessed for health, pruned, if necessary, prior to construction and irrigated.
- The maximum number of employees on site at any time is 45
- There are 116 spaces underground of which 102 are reserved for residents with some excess [resident] capacity anticipated, visitor parking is available at the front entrance. Employees are generally expected to park in the rear of the building.
- The parking lights will be screened

Lynn Russell of 50 Fairway Drive:

- With 102 independent living residents, 30 memory care and 32 assisted living understands there could be up to 102 senior motorists. Questions the safety of such seniors entering Cahaba Road considering the traffic.
- Would prefer to see the residents access from U. S. Highway 280

Ann Thomas of 3700 Country Club Drive:

- Asked about employee shifts and traffic impact

Withers Poellnitz with Dominion Partners of 15 West Montcrest Drive:

- The facility is staffed 24-7
- Shift workers generally arrive between 6-7 a.m., 2 p.m. and 10 p.m. 12-15 office staff generally work 8 a.m. to 5 p.m.
- The peak of 45 employees occurs at mid-day
- Employees generally eat on site with deeply discounted meal eaten in the employee break room

Victor Hanson:

- Based on personal experience, parking has been an issue. Asked the City to inquire about private sitters which increase the demand for parking.
- Believes the Ladd's are not allowing traffic to flow through its development because they may be considering a future development that dwarfs this proposal.

[The Ladd's have not approached the City for any development proposal in over 20 years.]

Ladd Tucker of 6 Office Park, Suite 111:

- Lives and works in close proximity to the proposed development
- Believes this proposal is the least invasive
- Believes senior living is much needed
- The building is currently 65% occupied and has not been increased in anticipation of this development
- If the occupancy of the existing building were increased, traffic would be worse than the proposed development
- The current building occupant has about 50 employees and probably 100 patients per day. Believes the proposed development represents a much less intensive use than today
- We have considered razing Office Park and redeveloping but the site work is prohibitively expensive.
- 12 Office Park Circle was recently redeveloped made possible by using historical tax credits. It is expected that other buildings will be redeveloped in a similar manner.
- There is no plan to redevelop the property other than 8 Office Park Circle where the City leased about 10-12 years ago.
- Long ago a grocery store was considered for the subject site which would be way more intensive than the current proposal'
- The family is vested in the community and wants this property to be developed in the right way.

Council member Pritchard pointed out that the Ladd's would not need the approval of the City Council to build a grocery store on the site.

There being no further questions, comments or discussion, Council President Smith closed the public hearing and announced that consideration of the proposed ordinance shall be continued to a later date the time and place to be announced in accordance with Alabama law. She then adjourned the meeting of the City Council.

**2. CERTIFICATION**

I, Steven Boone, Acting City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the special meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall (Room A-108) on May 21, 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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Acting City Clerk  
Approved by City Council June 10, 2024

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**RESOLUTION NO. 2024-085**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that beginning at 12:01 a.m. on Friday, July 19, 2024, and ending at twelve midnight on Sunday, July 21, 2024, the City of Mountain Brook will exempt certain school supplies, computers, and clothing from municipal sales or use tax. Said sales and use tax exemption shall conform with respect to the time period, terms and conditions, and definitions as provided for the “Back-to-School” Sales Tax Holiday.

**BE IT FURTHER RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Clerk is hereby instructed to send a certified copy of this resolution to the Alabama Department of Revenue, Attention: Pamela Spears, Sales, Use & Business Tax Division, Post Office Box 327900, Montgomery, Alabama 36132-7900, ([pspears@revenue.alabama.gov](mailto:pspears@revenue.alabama.gov)), or fax (334) 242-8916 as required by Sales Tax Holiday Rule 810-6-3-.65 and Code of Alabama 1975, §11-51-210(e).

**ADOPTED:** This 10th day of June, 2024.

\_\_\_\_\_  
Council President

**APPROVED:** This 10th day of June, 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 June 10, 2024, as same appears in the minutes of record of said meeting.

\_\_\_\_\_  
City Clerk





Heather Richards <richardsh@mtnbrook.org>

**Fwd: REMINDER 2024 Back-to-School Sales Tax Holiday**

1 message

Jack Bankston <bankstonj@mtnbrook.org>  
To: Heather Richards <richardsh@mtnbrook.org>

Fri, May 10, 2024 at 6:38 AM

I will need a resolution for this. We usually participate.

Jack L Bankston  
Senior Revenue Examiner  
City of Mountain Brook  
205-802-3808 Direct line  
[bankstonj@mtnbrook.org](mailto:bankstonj@mtnbrook.org)

----- Forwarded message -----

From: **Spears, Pamela** <[Pamela.Spears@revenue.alabama.gov](mailto:Pamela.Spears@revenue.alabama.gov)>  
Date: Thu, May 9, 2024 at 3:47 PM  
Subject: REMINDER 2024 Back-to-School Sales Tax Holiday  
To: [bankstonj@mtnbrook.org](mailto:bankstonj@mtnbrook.org) <[bankstonj@mtnbrook.org](mailto:bankstonj@mtnbrook.org)>

May 10, 2024

Locality Code 9135

**REMINDER**

**REMINDER**

**2024 “Back-to-School” Sales Tax Holiday**

**July 19-21, 2024**

**Deadline to notify ADOR: June 19, 2024**

The 2024 “Back-to-School” Sales Tax Holiday begins at 12:01 a.m. on Friday, July 19, 2024, and ends at twelve midnight on Sunday, July 21, 2024. As required by Rule 810-6-3-.65, a participating county or municipality shall submit a certified copy of their adopted resolution or ordinance providing for the Sales Tax Holiday, and any subsequent amendments thereof, to the Alabama Department of Revenue before June 19, 2024. The Department will compile this information into a list of all counties and municipalities participating in the “Back-to-School” Sales Tax Holiday and issue a current publication of the list on its website at: <https://revenue.alabama.gov/sales-use/sales-tax-holidays/>. Notification of participation in the sales tax holiday may not be included in the published list if received after June 19, 2024.

**Retail businesses and the public need to know whether or not your locality will participate in the 2024 “Back-to-School” Sales Tax Holiday. Please put it on your calendar to discuss and vote on this matter soon and notify the ADOR of the decision.**

**IMPORTANT**

**RESPONSE REQUIRED**

**IMPORTANT**

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

**Not Participating?** Send an email, fax or letter (with signature line) stating: "The (City/Town/County) of \_\_\_\_\_ will not be participating in the 2024 Back-to-School Sales tax holiday." It is important that you inform us of that fact, otherwise, retailers and the public wonder if you are participating and forgot to notify the Department of Revenue.

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

**Notification can be faxed, mailed or emailed:**

**FAX:** 334-242-8916

**MAIL:** ALABAMA DEPARTMENT OF REVENUE

**ATTN:** Pamela Spears

**EMAIL:** [localtaxunit@revenue.alabama.gov](mailto:localtaxunit@revenue.alabama.gov)

Sales & Use Tax Division

[pspears@revenue.alabama.gov](mailto:pspears@revenue.alabama.gov)

Post Office Box 327900

Montgomery, AL 36132-7900

**QUESTIONS:** 334-242-1443

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 [image001.emz](#)  
2K

**RESOLUTION NO. 2024-086**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the Mountain Brook Fire Chief of the City is hereby authorized and directed, for and on behalf of the City, to execute an Agreement for the change in medical directors between the Mountain Brook Fire Department and UAB PEM, in the form as attached hereto as Exhibit A

**ADOPTED:** This 10th day of June 2024.

\_\_\_\_\_  
Council President

**APPROVED:** This 10th day of June 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 June 10, 2024, as same appears in the minutes of record of said meeting.

\_\_\_\_\_  
City Clerk



Heather Richards <richardsh@mtnbrook.org>

---

## Medical Director Agreement (Dr. Shea Duerring)

3 messages

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**Stacey Cole** <coles@mtnbrook.org>

Fri, May 24, 2024 at 4:09 PM

To: Heather Richards <richardsh@mtnbrook.org>

Cc: Christopher Mullins <mullinsc@mtnbrook.org>

Heather,

If approved by the council, the fire department will change medical directors in July. Could you please put the attached agreement on the next City Council's agenda for approval?

Thanks,

**Stacey L. Cole**

**Deputy Chief / Emergency Operations**

**Mountain Brook Fire Department**

**Office: (205) 802-3831**

**Cell: (205) 438-2569**

**Email: [Coles@mtnbrook.org](mailto:Coles@mtnbrook.org)**

**Notice of Confidentiality:** This transmission contains information that may be confidential and may also be privileged. Unless you are the intended recipient of the message (or authorized to receive it for the intended recipient), you may not copy, forward, or otherwise use it, or disclose its contents to anyone else. Please be aware that email communication can be intercepted in transmission or misdirected. If you have received this transmission in error, please notify me immediately at [coles@mtnbrook.org](mailto:coles@mtnbrook.org) and delete it from your system.



**UAB-MBFD Agreement .doc**

46K

---

**Stacey Cole** <coles@mtnbrook.org>

Fri, May 24, 2024 at 4:10 PM

To: Heather Richards <richardsh@mtnbrook.org>

Whit Colvin has already signed off on the agreement.

[Quoted text hidden]

---

**Heather Richards** <richardsh@mtnbrook.org>

Tue, May 28, 2024 at 11:49 AM

To: Stacey Cole <coles@mtnbrook.org>

Received. I will add it to the June 10th Agenda.

**Heather Richards**

City Clerk

City of Mountain Brook

P.O. Box 130009

Mountain Brook, AL 35213

**Direct** - 205-802-3823

**Facsimile** - 205-874-0611

[Quoted text hidden]

# AGREEMENT

This Agreement is entered into by and between Mountain Brook Fire Department, hereinafter referred to as “Client”, and The University of Alabama Health Services Foundation, P.C on behalf of UAB Division of Pediatric Emergency Medicine hereinafter referred to as “UAB PEM”, for the purposes as hereinafter set forth, effective as of 07/01/2024.

## DUTIES OF UAB PEM

UAB PEM agrees to provide Dr. Shea A. Duerring to serve as medical director as follows:

- A. Dr. Duerring will perform the following duties.
  - Conduct Medical Chart Review
  - Assist with annual In-Service Education.
  - Assist with Annual Skills Evaluation
  - Provide Offline Medical Control
  - Provide real time, online medical control on selected days as needed.
  - Provide response for on scene medical direction and provide advanced field care as needed
- B. Dr. Duerring will be granted availability for direct observation of patient care by all providers as requested by and deemed necessary by Dr Duerring.
- C. Dr Duerring will have no hiring or firing responsibilities but will have the ability to remove/suspend from patient care responsibilities any provider within the organization as deemed necessary in the interest of patient safety.
- D. Dr. Duerring will be granted the availability for direct patient care in the pre-hospital setting, with access to appropriate safety gear.

**WHEREAS**, UAB PEM can provide such services through the consulting services of its employee, Shea A. Duerring MD

**NOW, THEREFORE, IN CONSIDERATION OF THESE PREMISES**, and in further consideration of the terms and covenants herein contained, the parties do agree as follows:

1. **ENGAGEMENT**: Client hereby engages and retains UAB PEM to perform, and UAB PEM shall perform, such services as set forth above. In the event Client wishes to have UAB PEM render services not specified by this Agreement, a separate mutually acceptable written agreement shall be made to cover such services.
2. **PRINCIPAL EMERGENCY MEDICINES**: It is contemplated and agreed that Shea A. Duerring MD perform the duties and obligations pursuant to this Agreement.
3. **DELEGATION OF DUTIES**, it is expressly understood that the services to be performed by UAB PEM hereunder, unless otherwise specified herein, shall not without the prior written consent of Client, be delegated to or performed by any person or entity other than Shea A. Duerring, MD. UAB PEM shall be responsible to Client for the professional, responsible, and timely performance of all services performed Shea A. Duerring MD pursuant to this Agreement.

4. **COMPENSATION AND PAYMENT**, Compensation will be in the form \$458.33 billed and paid per month by the client.
5. **CLIENT SUPPORT AND SERVICES**, Client agrees to cooperate fully with UAB PEM in the performance of its obligations hereunder, in identifying and making available to UAB PEM those parties affiliated with Client who are necessary to the project undertaking; in providing all relevant information and other necessary inputs in a timely manner; in distributing information and materials provided by UAB PEM in a timely manner; and in all other reasonable ways.
6. **CONFIDENTIALITY**, Parties agree not to divulge, communicate, use to the detriment of the other party or for the benefit of any other business, firm, person, partnership, or corporation or otherwise misuse any of the other parties' confidential information, data, trade secrets, records, supply lists, pricing policies and records, inventory record, personal information, and such other information normally understood to be confidential or otherwise designated as such by the other party, which may be acquired, obtained, or become privy to in the performance of services pursuant to this Agreement. Notwithstanding, the provisions of this Paragraph 6 in no way limit the parties' ability to satisfy any governmentally required disclosure or to respond to subpoena or legal process, and do not apply to information of the disclosing party that (a) was previously known to the receiving party; (b) is independently developed by the receiving party; (c) is disclosed to the receiving party by a party which is not a party to this agreement; or (d) is available to the public.
7. **TERM OF AGREEMENT**, This Agreement shall become effective **07/01/2024** The Client will review the progress of the agreement biannually. UAB PEM shall not incur any expense without prior written approval of Client after the written notice of termination is given. Notice of termination shall be deemed to have been given on the date of delivery of first attempted delivery of the letter giving such notice, which shall be mailed to the other party by registered or certified mail.
8. **BENEFIT**, This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives, successors, and assigns.
9. **PARAGRAPH HEADINGS**, The Paragraph Headings contained in this Agreement are for convenience only and shall in no manner be construed as part of this Agreement.
10. **REPRESENTATION**, none of the parties are authorized or empowered to act as an agent for any other purpose unless expressly authorized in writing to do so and shall not, on behalf of the other, enter any contract, warranty, or representation as to any matter. None of the parties shall be bound by the acts or conduct of any other.
11. **ENTIRE AGREEMENT**, the parties agree that this written Agreement and any attachments incorporated herein by reference constitute the entire agreement between the parties and that neither party shall be responsible for any terms or conditions not expressly stated herein. Any additions or deletions to this Agreement shall be void and unenforceable unless in writing and signed by both parties.
12. **AUTHORIZED REPRESENTATIVES**, the persons signing this Agreement on behalf of Client and UAB PEM expressly warrant that they do so as the authorized agents or representatives of Client and UAB PEM.

13. **NOTICE**, all notices given hereunder will be in writing and served by registered or certified mail, return receipt requested, postage prepaid, to the following parties:

Client: Mountain Brook Fire Department  
102 Tibbett Street  
Mountain Brook, Alabama 35213

UAB PEM: UAB Division of Pediatric Emergency Medicine  
Shea A. Duerring, MD  
1600 5<sup>th</sup> Ave. S.  
CPP1, Suite 110  
Birmingham, AL 35233-0011

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officer, effective the date first above written.

**PEDIATRIC EMERGENCY MEDICINE**

**CLIENT**

The University of Alabama Health Services  
Foundation, P.C  
On Behalf of UAB Division of Pediatric Emergency Medicine

Mountain Brook Fire Department

By: \_\_\_\_\_  
Jason Daniel M.B.A.  
Vice President  
The University of Alabama Health Services  
Foundation, P.C.  
Senior Executive Administrator SOM  
500 22<sup>nd</sup> Street South, Suite 504  
Birmingham, AL 35233

By: \_\_\_\_\_  
Chris J. Mullins  
Fire Chief  
Mountain Brook Fire Department  
102 Tibbett Street  
Mountain Brook, Alabama 35213

Telephone: 205-731-9600

Telephone: (205) 802-3838

FEIN: 63-6001325

Social Security or FEIN:  
63-0649108

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**RESOLUTION NO. 2024-088**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes either the Mayor or City Manager to execute a consulting agreement with Cardinal Technology Consulting Services of Alabama, in the form as attached hereto as Exhibit A, with respect to AT&T related issues.

**ADOPTED:** This 10th day of June, 2024.

\_\_\_\_\_  
Council President

**APPROVED:** This 10th day of June, 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 June 10, 2024, as same appears in the minutes of record of said meeting.

\_\_\_\_\_  
City Clerk





City of  
Mountain Brook

Steve Boone <boones@mtnbrook.org>

---

## Re: Cardinal Technology Consulting Agreement

1 message

---

**Gilbert Aban** <abang@mtnbrook.org>  
To: Steve Boone <boones@mtnbrook.org>  
Cc: it personnel <itpersonnel@mtnbrook.org>

Mon, Apr 22, 2024 at 4:33 PM

Evaluate and develop existing accounts, contracts, and service inventory to create an easily managed roadmap for adds/moves or changes and simplify billing with an emphasis on fewer billing issues

**They will do a deep dive on our current inventory and provide documentation of locations/services/number of lines and uses.**

Research/Rectify non-returned router fee on account 831-000-7341-732

**This was the router that was found with their help. We were being billed for the cost of the router but now we can send it back and not get billed for it.**

Design and Implement new WAN Solution to ASEoD, to include pre-planning with IT Staff and the project management

**ATT is moving away from copper services and they are offering to replace our existing ASE classic to ASE on demand (ASEOD). These services provide connection to our WAN sites like PR, PW, S2, S3. Supposedly this will lower the cost by about an estimated \$300 a month or we can use the money to upgrade to faster connections. They will help in on ordering circuits, manage the orders and make sure billing is correct**

Consolidation of long distance and POTS accounts. Evaluate where copper services might be eliminated or replaced with fiber or wireless services

**At first glance they noticed that we have POTS lines and copper services. With the deep dive they can tell us more if we can move to fiber or wireless solutions and maybe decrease costs.**

Rebuild AT&T Business Center Portal to separate City of Mountain Brook billing accounts and manage the WAN

**The ATT business center portal has always been problematic. We rely on this site to check on our bills/invoices. Sometimes the site will not show the invoices and we have to call ATT to send us a digital copy. When we get ASEOD they might be able to use this new site to set up a new city of mountain brook profile that will show only our bills instead of all of alabama.**

Revisit AT&T Reactive DDoS and Enterprise Traffic Protector, to include security consult with IT Staff

**These are security services for our internet access. They want to see if we still need this or move to better security solutions that match our needs**

Post-Implementation contract and billing review, with quarterly reconciliation/stewardship report;

**will meet quarterly to discuss new problems. They will provide detailed reports for all accounts, billing and contracts.**

**They can provide us with another set of eyes with specific ATT knowledge. Maybe there are things we do not know that they can help us with. The projects and other issues they can work on will free up IT time to focus on IT day to day activities.**

Thank you,

**Avoid Malware and Scams -Always stop, look, and think before you **click!****

1. Don't click on suspicious e-mail attachments: Most viruses and worms arrive on your PC in the form of e-mail attachments.
2. *Be cautious of the return address: Though an e-mail message may claim it's from your bank, your ISP, or even your boss, that doesn't mean it is.*
3. *Be cautious of the message: To persuade you to launch a virus-laden mail attachment or provide your personal information, virus authors must earn your trust.*
4. *Be cautious of the link: A link in an e-mail message that claims to point to a bank (ex.) web site may not really go there.*

**\*\*\* If you suspect or detect any suspicious activity please notify us immediately. \*\*\***

On Mon, Apr 22, 2024 at 2:13 PM Steve Boone <boones@mtnbrook.org> wrote:  
[Explain what all they will be doing under the proposed contract.](#)

On Mon, Apr 22, 2024 at 1:50 PM Gilbert Aban <abang@mtnbrook.org> wrote:  
In addition they just helped us track a router (1,035.61) that we were supposed to send back and in dealing with ATT could not provide us with information as to model , serial number, tracking number etc.

Thank you,

**Avoid Malware and Scams -Always stop, look, and think before you **click!****

1. Don't click on suspicious e-mail attachments: Most viruses and worms arrive on your PC in the form of e-mail attachments.
2. *Be cautious of the return address: Though an e-mail message may claim it's from your bank, your ISP, or even your boss, that doesn't mean it is.*
3. *Be cautious of the message: To persuade you to launch a virus-laden mail attachment or provide your personal information, virus authors must earn your trust.*
4. *Be cautious of the link: A link in an e-mail message that claims to point to a bank (ex.) web site may not really go there.*

**\*\*\* If you suspect or detect any suspicious activity please notify us immediately. \*\*\***

On Mon, Apr 22, 2024 at 11:30 AM Steve Boone <boones@mtnbrook.org> wrote:  
[Look over this agreement. Are you satisfied these services are worth \\$12,000? Contract specifies 4/18/2024. She probably means 4/18/2025?](#)

----- Forwarded message -----

From: Chris Authement <chris@cardinaltechconsulting.com>  
Date: Mon, Apr 22, 2024 at 11:09 AM  
Subject: Re: Cardinal Technology Consulting Agreement  
To: Annette Authement <annette@cardinaltechconsulting.com>, Steve Boone <boones@mtnbrook.org>  
Cc: Sam Gaston <gastons@mtnbrook.org>

Hi All - it seems we are having some technical issues, but you should be able to view this attachment now.

Please confirm once you're able to review.

Thanks,  
Chris

**From:** Annette Authement <[annette@cardinaltechconsulting.com](mailto:annette@cardinaltechconsulting.com)>  
**Sent:** Monday, April 22, 2024 10:59 AM  
**To:** Steve Boone <[boones@mtnbrook.org](mailto:boones@mtnbrook.org)>  
**Cc:** Sam Gaston <[gastons@mtnbrook.org](mailto:gastons@mtnbrook.org)>; Chris Authement <[chris@cardinaltechconsulting.com](mailto:chris@cardinaltechconsulting.com)>  
**Subject:** Re: Cardinal Technology Consulting Agreement

I apologize but let me go back to the original and re-download and I'll send it again. It's good on my side. Thanks for letting me know!  
Annette

Get [Outlook for iOS](#)

**From:** Steve Boone <[boones@mtnbrook.org](mailto:boones@mtnbrook.org)>  
**Sent:** Monday, April 22, 2024 10:55:37 AM  
**To:** Annette Authement <[annette@cardinaltechconsulting.com](mailto:annette@cardinaltechconsulting.com)>  
**Cc:** Sam Gaston <[gastons@mtnbrook.org](mailto:gastons@mtnbrook.org)>; Chris Authement <[chris@cardinaltechconsulting.com](mailto:chris@cardinaltechconsulting.com)>  
**Subject:** Re: Cardinal Technology Consulting Agreement

This document is blank.

On Mon, Apr 22, 2024 at 10:44 AM Annette Authement <[annette@cardinaltechconsulting.com](mailto:annette@cardinaltechconsulting.com)> wrote:

Gentlemen,

The attached is what Cardinal Technology would like to propose as a consulting agreement to work with the City of Mountain Brook on the objectives mentioned in the contract. After reviewing the bills, we feel certain that we would be of value to you and your IT team, for bill analysis and cost management, managing the ordering and install and bill reviews of any new projects and as a trusted resource to your IT department. We will work to make sure you know what is happening in the world of technology that will help the City of Mountain Brook remain a premiere city to live and work in.

I have already tracked down the router tracking number and the serial number/make/model, etc. that Gilbert needs . Hopefully, he can find it still there and if not, we could take that to AT&T to work with to find a resolution.

Please let me know what questions you may have.

Best Regards,

Annette Authement

205.531.9311



CARDINAL  
Tech Consulting



# CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") is dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

## CLIENT

City of Mountain Brook  
56 Church Street, Mountain Brook, Al  
35213  
(the "Client")

## CONSULTANT

Cardinal Technology Consulting Services  
of Alabama  
848 Griffin Park View, Birmingham, Al  
35242  
(the "Consultant")

## BACKGROUND

- A. The Client is of the opinion that the Consultant has the necessary qualifications, experience and abilities to provide consulting services to the Client.
- B. The Consultant is agreeable to providing such consulting services to the Client on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Consultant (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

## SERVICES PROVIDED

1. The Client hereby agrees to engage the Consultant to provide the Client with the following consulting services (the "Services"):
  - Evaluate and develop existing accounts, contracts, and service inventory to create an easily managed roadmap for adds/moves or changes and simplify billing with an emphasis on fewer billing issues

Research/Rectify non-returned router fee on account 831-000-7341-732

Design and Implement new WAN Solution to ASEoD, to include pre-planning with IT Staff and the project management

Consolidation of long distance and POTS accounts. Evaluate where copper services

might be eliminated or replaced with fiber or wireless services

Rebuild AT&T Business Center Portal to separate City of Mountain Brook billing accounts and manage the WAN

Revisit AT&T Reactive DDoS and Enterprise Traffic Protector, to include security consult with IT Staff

Post-Implementation contract and billing review, with quarterly reconciliation/ stewardship report; and

- Cardinal Technology Consulting is local to the city of Mountain Brook and available to come in to work directly with your team as well as manage the day to day business for your AT&T services.

2. The Services will also include any other consulting tasks which the Parties may agree on. The Consultant hereby agrees to provide such Services to the Client.

## **TERM OF AGREEMENT**

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until \_\_\_\_\_ subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.
4. In the event that either Party wishes to terminate this Agreement prior to \_\_\_\_\_, that Party will be required to provide 10 days' written notice to the other Party.

## **PERFORMANCE**

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

## **CURRENCY**

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

## **COMPENSATION**

7. The Consultant will charge the Client a flat fee of \$12,000.00 for the Services (the "Compensation").
8. The Client will be invoiced as follows:
  - Payment in full is expected within 30 days of a signed contract to retain Cardinal Technology Consultants.

9. Invoices submitted by the Consultant to the Client are due within 30 days of receipt.

### **REIMBURSEMENT OF EXPENSES**

10. The Consultant will be reimbursed from time to time for reasonable and necessary expenses incurred by the Consultant in connection with providing the Services.

11. All expenses must be pre-approved by the Client.

### **CONFIDENTIALITY**

12. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

13. The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

14. All written and oral information and material disclosed or provided by the Client to the Consultant under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.

### **OWNERSHIP OF INTELLECTUAL PROPERTY**

15. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.

16. The Consultant may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Consultant will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

### **RETURN OF PROPERTY**

17. Upon the expiration or termination of this Agreement, the Consultant will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

### **CAPACITY//INDEPENDENT CONTRACTOR**

18. In providing the Services under this Agreement it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Consultant during the Term. The Consultant is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Consultant under this Agreement.

#### **RIGHT OF SUBSTITUTION**

19. Except as otherwise provided in this Agreement, the Consultant may, at the Consultant's absolute discretion, engage a third party sub-contractor to perform some or all of the obligations of the Consultant under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.

20. In the event that the Consultant hires a sub-contractor:

- the Consultant will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Consultant.
- for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Consultant.

#### **AUTONOMY**

21. Except as otherwise provided in this Agreement, the Consultant will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Consultant will work autonomously and not at the direction of the Client. However, the Consultant will be responsive to the reasonable needs and concerns of the Client.

#### **EQUIPMENT**

22. Except as otherwise provided in this Agreement, the Consultant will provide at the Consultant's own expense, any and all equipment, software, materials and any other supplies necessary to deliver the Services in accordance with the Agreement.

#### **NO EXCLUSIVITY**

23. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

#### **NOTICE**

24. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

- a. City of Mountain Brook  
56 Church Street, Mountain Brook, AL 35213
- b. Cardinal Technology Consulting Services of Alabama  
848 Griffin Park View, Birmingham, AL 35242

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

## **INDEMNIFICATION**

25. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

## **MODIFICATION OF AGREEMENT**

26. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

## **TIME OF THE ESSENCE**

27. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

## **ASSIGNMENT**

28. The Consultant will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

## **ENTIRE AGREEMENT**

29. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.



**ENUREMENT**

30. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

**TITLES/HEADINGS**

31. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

**GENDER**

32. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

**GOVERNING LAW**

33. This Agreement will be governed by and construed in accordance with the laws of the State of Alabama.

**SEVERABILITY**

34. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**WAIVER**

35. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

**IN WITNESS WHEREOF** the Parties have duly affixed their signatures under hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

City of Mountain Brook

Per: \_\_\_\_\_ (Seal)

Officer's Name: \_\_\_\_\_

Cardinal Technology Consulting Services of  
Alabama

Per: \_\_\_\_\_ (Seal)

Officer's Name: \_\_\_\_\_

**RESOLUTION NO. 2024-089**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the execution of an agreement between the City and Trobaugh and Company, LLC, in the form as attached hereto as Exhibit A subject to such minor changes as may be determined appropriate as evidenced by the execution of the agreement, with respect to tax and license auditing services.

**ADOPTED:** This 10th day of June, 2024.

\_\_\_\_\_  
Council President

**APPROVED:** This 10th day of June, 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 June 10, 2024, as same appears in the minutes of record of said meeting.

\_\_\_\_\_  
City Clerk

STATE OF ALABAMA)  
JEFFERSON COUNTY)

AGREEMENT

**This Agreement** made and entered in on 1st day of August 2024, by and between the City of Mountain Brook, Alabama, a municipal corporation ("the City") and Trobaugh and Company, LLC. ("Trobaugh").

**Whereas**, City is in need of an agent capable of performing certain auditing services; and

**Whereas**, Trobaugh has met, or will meet, the requirements under the Local Tax Procedures Act of 1998, and contained in *Code of Alabama 1975* (<sup>11</sup>Act") and is capable of performing certain auditing services, such as the verification of records relating to contracts, subcontracts, purchase invoices, sales invoices, leases and other data pertaining to certain fees and taxes which may be payable to City, including, business licenses, occupational taxes, sales taxes, use taxes, lease rental taxes, lodging taxes and other taxes, building permits and franchise fees; and

**Whereas**, the City and Trobaugh desire to enter into a contract under which Trobaugh shall provide to City the services set forth herein.

**Now, therefore**, in consideration of the premises and agreements hereinafter set forth, City and Trobaugh agree as follows:

**1. Services.** During the term of this Agreement, Trobaugh agrees to perform the following services for City:

The examination and verification of records, contracts, subcontracts, purchase invoices, sales invoices, leases and other data pertaining to operations which might require a party to obtain a business license, a building permit or other permit from City, require a party to pay a franchise fee to City and/or require a party to pay one or more of the following taxes to City: occupational tax, sales tax, use tax, lease/rental tax, lodging tax and any other tax which may be payable to City. Before a preliminary assessment is made against a taxpayer, Trobaugh may, at its discretion, notify the taxpayer that it has a ten (10) day review period, and Trobaugh shall furnish the taxpayer the information required under the Taxpayers' Bill of Right and Uniform Revenue Procedures Act (§ 40-2A-1 et seq., *Code of Alabama, 1975*). If the statute of limitations rule or other compelling condition exists, Trobaugh will notify the City and request the City file the appropriate assessment to protect the City. Trobaugh will, after the ten (10) day review period, if used, will enter a preliminary assessment against the taxpayer if payment has not been received. If, after the thirty (30) day preliminary assessment period, payment has not received, Trobaugh will deliver the taxpayer audit to the City for final assessment against the taxpayer.

**2. Conditions of Work.** Trobaugh may employ a broad range of methods of work with prior approval of and coordination with the Revenue Officer of City so long as such methods are consistent with established and acceptable business practices for professional auditors and do not result in discredit or liability upon the City. Trobaugh shall demonstrate a high degree of consistency and regularity with respect to contacts made with taxpayers in performing its duties pursuant to this Agreement.

**3. Fee for Services.**

(a) The City shall pay Trobaugh Ninety Dollars (\$90.00) per hour for services rendered by Trobaugh pursuant to this Agreement.

(b) Trobaugh shall pay all local travel and other expenses incurred in the performance of all audits performed by Trobaugh or anyone in its employment. Trobaugh shall be reimbursed for its expenses in connection with out-of-town travel, to the extent allowed under *Code of Alabama 1975*, §40-2A-6(d), which sums shall be payable by taxpayer.

(c) All revenue generated by audits shall be received by Trobaugh in the form of a check made payable to the City of Mountain Brook and shall be turned over to City as soon as possible, but in no event later than twenty-one (21) days after receipt by Trobaugh.

(d) Trobaugh shall submit invoices for its services to City. Payment shall be due and payable within thirty (30) days of the receipt of each invoice.

(e) Trobaugh shall commence work on an audit or project as soon as possible for City and will act in accordance with §40-2A-13, *Code of Alabama, 1975* which states "A private examining or collecting firm representing more than one self-administered municipality or more than one self-administered county on the date of the first contact with a taxpayer shall examine the taxpayer's books and records for all such self-administered municipalities and counties simultaneously....".

**4. Term.** The term of this Agreement shall commence as of the 1st day of August 2024 and expire on 31st day of July 2027. Provided, that either the City or Trobaugh may terminate this Agreement at any time, without the payment of penalty, fee or other charge, by giving the other party hereto at least sixty (60) days' prior written notice of termination.

**5. Primary Auditor:** During the term of this agreement, the City agrees that Trobaugh shall be its primary auditor for business licenses, building permits, franchises, occupational taxes, lease/rental taxes, lodging taxes, sales taxes, sellers use taxes and use taxes. The City reserves the right to use in-house auditors and/or other auditors from time to time. Trobaugh & Company, LLC reserves the right to use other private auditing firm[s] as necessary in conjunction with Trobaugh & Company, LLC's efforts in auditing taxpayers. Examples: [1] Statue of limitations. [2] Time constraints of Trobaugh & Company, LLC auditors. [3] Other compelling condition exists.

**6. Assignment.** Trobaugh may not assign its rights or obligations under this Agreement without the prior written approval of the Mayor of City, or the City Manager of City.

**7. Binding Effect.** This agreement shall be binding upon the parties hereto and their respective successors and assigns.

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

**9. Entire Agreement.** This agreement contains the entire understanding of the City and Trobaugh and supersedes all previous verbal and written agreements and may only be modified by a document signed on behalf of Trobaugh and on behalf of the City, by its Mayor.

**IN WITNESS WHEREOF,** City of Mountain Brook has caused this Agreement to be executed by its duly authorized Mayor and Trobaugh and Company has caused this Agreement to be executed by its duly authorized corporate officers, all as of August XX, 2024.

Attest:

City of Mountain Brook

By: \_\_\_\_\_  
Heather Richards, Its City Clerk

By: \_\_\_\_\_  
Stewart H. Welch, III, Its Mayor

Trobaugh & Company, LLC

By: \_\_\_\_\_  
John D. Trobaugh, Its Managing Member

**RESOLUTION NO. 2024-090**

**A RESOLUTION AUTHORIZING THE SALE OR DISPOSAL  
OF CERTAIN SURPLUS PROPERTY**

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

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

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

Section 1. It is hereby established and declared that the following 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.

**ADOPTED:** This 10th day of June, 2024.

\_\_\_\_\_  
Council President

**APPROVED:** This 10th day of June, 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 June 10, 2024, as same appears in the minutes of record of said meeting.

\_\_\_\_\_  
City Clerk

## Surplus

### Trash Bins – 3

The large bin is 36" high, 24" wide, and 28" deep  
The smaller two bins are 30" high and 20 1/2" wide





Quantity 1



A black APC surge protector is shown lying on a light-colored, textured floor. The device has a power cord plugged into its bottom port. The APC logo is visible in red on the front panel. The text "quantity 1" is overlaid in yellow in the center of the image.

quantity 1

A black, rectangular multi-outlet power strip is shown resting on a light-colored concrete floor. The power strip has several electrical outlets on its top surface. On the left side, there is a red power switch and a small circular indicator light with a green and yellow LED. A black power cord is plugged into the left side of the device. To the left of the power strip, a portion of a brown cardboard box is visible. The text "Quantity 1" is overlaid in yellow on the power strip.

Quantity 1





Quantity 1

A hand is holding a black ESP8266 development board. The board has a white label at the top with the text "ESP8266" and "WIFI" visible. The ESP8266 logo is printed in red on the board. A power cable is plugged into the top of the board. The background consists of yellow cardboard boxes.

Quantity 1

A black electronic device, possibly a power supply or a small computer component, is shown on a wooden surface. The device has a red 'X30' logo on its top surface. It features a power cord with a standard three-pronged plug. The device is surrounded by other cables and components, suggesting it is part of a larger system. The text 'Quantity 1' is overlaid in yellow on the device.

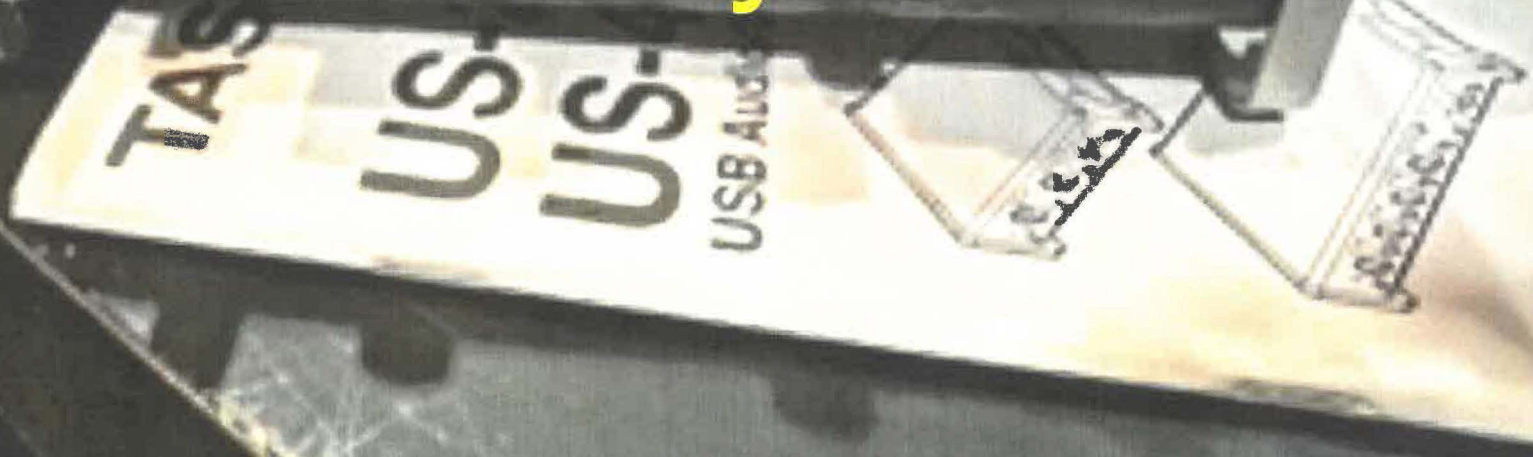
Quantity 1

A photograph of an open cardboard box containing ten black wired computer mice. The mice are packed closely together, and their black cables are tangled and draped over the top of the box. The box is placed on a light-colored wooden surface. A yellow text overlay is centered over the mice.

Quantity 10



Quantity 1







Quantity 2

 JOYD

Quantity 5

JR-02  
Small Guitar  
Amplifier



JOYD  
JR-02



Quantity 1



Quantity 3

A photograph showing two microphones inside a black, zippered carrying case. The case is laid flat on a light-colored, textured surface. The microphone on the left has a silver mesh grille, while the one on the right is black with a black grille. A black cable with a gold-colored connector is visible in the upper left corner. A yellow text overlay is centered over the microphones.

Quantity 2



Quantity 1