

**MEETING AGENDA
MOUNTAIN BROOK CITY COUNCIL**

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

JUNE 24, 2024, 7 P.M.

As a matter of convenience, members of the public are invited to listen, observe and participate in public meetings by Internet video conference. Presenters and others interested in a particular matter for discussion are encouraged to attend the meeting in-person. The City is not responsible for technical issues that may occur that interfere with the virtual meeting. The City Council, at its sole discretion, may proceed with its in-person business meeting regardless of whether virtual attendees can hear and/or observe the proceedings. The City intends to make the meeting available by way of the Zoom app (re: Meeting ID 801-559-1126, password 06242024).

1. Approval of the minutes of the May 28, 2024, regular meeting of the City Council.
2. Approval of the minutes of the June 10, 2024, regular meeting of the City Council.
3. Consideration: Resolution executing a contractor agreement with Father Nature of Birmingham with respect to the Planter Installation on Cahaba Road.
4. Consideration: Resolution executing a contract with Cotton State Media LLC (DBA Focus Creative Birmingham) with respect to the social media and communications within the City.
5. Consideration: Resolution accepting the proposal with Sain Associates with respect to the survey of Overton Park.
6. Consideration: Resolution authorizing the sale or disposal of surplus property.
7. Consideration: Resolution authorizing a contractor agreement with Birmingham Stone LLC with respect to the sign at Woodclift Park sign.
8. Consideration: Resolution recommending to the ABC Board the issuance of a 140-Special Events Retail license to TRO Inc. (Trade name Otey's Fest) for its special event.
9. Comments from residents and attendees.
10. Announcement: The next regular meeting of the City Council is July 8, 2024 at 7:00 p.m.
11. Adjourn.

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
MAY 28, 2024**

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

The City Council of the City of Mountain Brook, Alabama met informally in-person at 6:15 p.m. on the 28th day of May, 2024 (others were allowed to listen to the meeting by way of Internet video conference, four virtual attendees). 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
Stewart Welch III, Mayor

Absent: Lloyd C. Shelton

Also present were City Attorney Whit Colvin, Assistant City Manager Steve Boone, and City Clerk Heather Richards.

1. AGENDA

1. Bids for sidewalk extension on North Woodridge Road from Robin Drive to Locksley Drive

Alicia Bailey-Sain Associates

- 6 bids were received
- The lowest bid was CB&A Construction

Virginia Smith-Council President

- Item added to the formal agenda (Resolution 2024-081)

2. Transfer of ROW agreement with ALDOT for the roundabout project

Alicia Bailey-Sain Associates

- This is to transfer ROW that is owned by ALDOT to the City
- This is a small triangular piece of property near the intersection of Cahaba Road, Culver Road and Lane Park Road at the SR-38 (US-280) ramp

Virginia Smith-Council President

- Item added to the formal agenda (Resolution 2024-083)

3. Village Design Review Committee reappointment

Steve Boone-Finance Director/Assistant City Manager

- This is for a reappointment Cleo Kathryn Gorman
- She filled an unexpired term, this would reappoint her to a full term

Virginia Smith

- Item added to the formal agenda (Resolution 2024-082)

4. Changing out scoreboards at the Athletic Complex

Shanda Williams-Parks and Recreation Superintendent

- The scoreboards that had “Coke” on them was removed and replaced with new scoreboards
- MBA wants a new wireless option that can only put on the “Coke” scoreboards that were removed
- As part of the contract Coke will perform all of the work and pay for the new scoreboards
- This would be to allow Coke to install the new scoreboards
- The old scoreboards will be marked as surplus

Virginia Smith

- Item added to the formal agenda (Resolution No. 2024-083)

5. Halbrook and Arundel traffic calming recommendations

Richard Caudle-Skipper Consultants

- This is for 3 speed humps on Halbrook Lane, 3 speed humps on Asbury Road, and the installation of two chicanes on Arundel Drive and Halbrook Lane
- The speed humps will probably be installed in June, the materials will need to be ordered for the chicanes

Gerald Garner-Council Member

- Inquired if the chicanes will do damage to the road if they have to be removed

Ronald Vaughn-Public Works Director

- There is minimal damage to the road
- The cost for the chicanes will be around \$15-18 thousand for the parts
- The cost for the speed humps will be around \$30-35 thousand

Virginia Smith-Council President

- If the council goes through the process of closing the road, there may be opposition
- Need to try to reduce the traffic with alternative means to justify if the road should be closed

Steward Welch-Mayor

- Received numerous emails from Vestavia residents referring to litigation if the City closed the road
- The prudent measure is to go through these traffic calming measures

Gerald Garner

- Is not in favor of the chicanes
- Cannot support almost 50' long plastic dividers in front of residents houses
- Agreeable to the speed humps but not the chicanes

Richard Caudle

- Recommendation is to install these measures over the summer and measure the impact in August when school is back in session

Virginia Smith-Council President

- Item added to the formal agenda (Resolution 2024-078)

6. Support for an application for sidewalk(s) selected by the City Council for Transportation Alternative Program (TAP) funding

Virginia Smith-Council President

- This is a TAP grant that could be used for Brookwood Road or a portion of Old Leeds Lane (not both)
- The City cannot do both because it would be over the grant amount
- The Brookwood Road sidewalk would provide a loop
- The Council committed to the Brookwood Road residents, two years ago, that they would be next for sidewalks
- In favor of selecting Brookwood Road for the TAP funding
- Would be happy to put Old Leeds Lane in line for when the City is able to do another TAP grant
- An alternate option to utilizing the TAP grant is to have the Public Works department do the work if the residents raise the funds for the materials

(The residents of Old Leeds Lane expressed their concerns for the need of a sidewalk)

Graham Smith-Council Member

- Is in favor of keeping with the plan and selecting Brookwood Road for the TAP funding

Billy Pritchard-Council President Pro Tempore

- Is in favor of keeping with the plan and selecting Brookwood Road for the TAP funding

Gerald Garner

- Is in favor of keeping with the plan and selecting Brookwood Road for the TAP funding

Virginia Smith

- Item is on the formal agenda (Resolution No. 2024-077)

7. 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 7:15 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 28, 2024, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that no formal action or votes were conducted at said work session.

City Clerk, Approved by
City Council June 24, 2024

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
MAY 28, 2024**

[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 in person at 7:17 p.m. on the 28th day of May, 2024 (others were allowed to listen to the meeting by way of Internet video conference-two virtual attendees). Council President Virginia Smith called the meeting to order, and the roll was called with the following results:

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

Absent: Lloyd C. Shelton

Also present were City Attorney Whit Colvin, Assistant City Manager Steve Boone, 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 (Council Member Garner agreed to the traffic calming measures but objected to the chicanes for 2024-078):

2024-077	Support the TAP application for the installation of sidewalk along Brookwood Road	Exhibit 1, Appendix 1
2024-078	Approve the traffic calming recommendations for Halbrook Lane and Arundel Drive (Council Member Garner objected to the use of chicanes)	Exhibit 2, Appendix 2
2024-079	Ratify the execution of a contractor agreement with Lower Bros Tennis Courts for the repair and resurface of tennis courts at the Mountain Brook High School	Exhibit 3, Appendix 3
2024-080	Execute an agreement with the City of Homewood for the lending of fire trucks and other firefighting equipment whenever the necessity arises	Exhibit 4, Appendix 4
2024-081	Award the bid (B-20240424-928) to CB&A for the North Woodridge Road sidewalk project	Exhibit 5, Appendix 5

2024-082	Reappoint Cleo Kathryn Gorman to the Village Design Review Committee, the term of which will end on May 29, 2027	Exhibit 6, Appendix 6
2024-083	Agreement with the State of Alabama Department of Transportation for the transfer of Right-of-Way on Cahaba Road	Exhibit 7, Appendix 7
2024-084	Approve the improvements to the scoreboards on Fields 3-6 at the Athletic Complex	Exhibit 8, Appendix 8

Thereupon, the foregoing resolutions (Nos. 2024-077 through 2024-084), were introduced by Council President Virginia Smith and a motion for their immediate adoption made by Council President Pro Tempore Pritchard. The resolutions were then considered by the City Council. Council President Virginia Smith seconded the motion to adopt the foregoing 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
Gerald A. Garner
- Nays: None
- Abstained: None

Council President Virginia Smith thereupon declared that said resolutions (Nos. 2024-077 through 2024-084) were adopted by a vote of 4—0 and as evidence thereof he signed the same.

2. COMMENTS FROM RESIDENCES AND ATTENDEES

(There were no public comments)

3. ANNOUNCEMENT

Council President Virginia Smith announced the next regular meeting of the City Council is June 10, 2024, 7:00p.m.

4. EXECUTIVE SESSION AND ADJOURNMENT

Council President Virginia Smith 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 Pro Tempore Pritchard. 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
Gerald A. Garner

Nays: None

There being no further matters for discussion Council President Virginia Smith adjourned the formal meeting at approximately 7:19 pm.

5. 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 28, 2024, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that a quorum was present.

City Clerk Approved by
City Council June 24, 2024

EXHIBIT 1

RESOLUTION NO. 2024-077

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby supports the TAP application for the installation of sidewalk along Brookwood Road from 3629 Brookwood Road to 3665 Brookwood Road, as authorized in Resolution 2024-073. The total estimated project cost is \$849,200.00 with 80% to be paid by the Federal government and 20% to be paid by the City and;

BE IT FURTHER RESOLVED the City hereby commits to funding mentioned above and any non-federal costs incurred.

APPENDIX 1

EXHIBIT 2

RESOLUTION NO. 2024-078

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby approves the traffic calming recommendations for Halbrook Lane and Arundel Drive.

APPENDIX 2

EXHIBIT 3

RESOLUTION NO. 2024-079

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby ratifying the execution of a contractor agreement with Lower Bros Tennis Courts with respect to the repair and resurface of six tennis courts at the Mountain Brook High School.

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
JUNE 10, 2024**

[As a convenience, members of the public were invited to listen and observe in the public meeting by Internet video conference-1 virtual attendees.]

The City Council of the City of Mountain Brook, Alabama met informally in-person at 6:30 p.m. on the 10th day of May, 2024 (others were allowed to listen to the meeting by way of Internet video conference, one virtual attendee). 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. Introduced special guest (Boy Scout)
 - Spencer Brown with Troup 63 out of Canterbury United Methodist Church
 - Working on community in service badge

2. Traffic Island Beautification project on Stoneridge Drive

Shanda Williams-Parks and Recreation Superintendent

 - There are a variety of plants that need to be replaced
 - Worked with the homeowners, Aimee Reese, and Helen Drennen (from the Park and Recreation Board) to design a more simple plan
 - A tree will be added later in the fall
 - This is a budgeted project

Virginia Smith-Council President

 - Item added to the formal agenda (Resolution 2024-091)

3. Contract with Nimrod Long Associates to design the last section of sidewalk connection on Locksley Drive

Sam Gaston-City Manager

 - Will have a pre-construction meeting with CB&A to start sidewalk projects on the south side of North Woodridge
 - Public Works will soon start on Warrington Road going north
 - This will leave around two lots that have retaining wall issues
 - This would complete the loop

- Asked Nimrod Long and Associates to prepare proposal to finish last section next year

Virginia Smith-Council President

- Item added to the formal agenda (Resolution 2024-087)

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

2. EXECUTIVE SESSION AND ADJOURNMENT

Council President Virginia Smith 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 formal 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 Gerald Garner. 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 pre-meeting at approximately 6:39 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 June 10, 2024, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that no formal action or votes were conducted at said work session.

City Clerk, Approved by
City Council June 24, 2024

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
JUNE 10, 2024**

[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 7:00 p.m. on the 10th day of June, 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. INTRODUCTION OF SPECIAL GUESTS (BOY SCOUTS)

Henry Retherford Troup 63 out of Canterbury United Methodist Church

- Working on Citizenship in Community badge

Pryor Roberts Troup 63 out of Canterbury United Methodist Church

- Working on Citizenship in Community badge

2. 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 May 13, 2024, regular meeting of the City Council

Approval of the minutes of the May 21, 2024, special meeting of the City Council

2024-085	2024 “Back to School” Sales Tax Holiday, July 19—21, 2021	Exhibit 1, Appendix 1
2024-086	Execute an agreement with the Fire Department and UAB PEM with respect to the change of medical directors	Exhibit 2, Appendix 2

2024-087	Accept the proposal submitted by Nimrod Long and Associates for the Locksley Drive Sidewalk Project	Exhibit 3, Appendix 3
2024-088	Execute an agreement with Cardinal Technology Consulting Services of Alabama with respect to AT&T related issues	Exhibit 4, Appendix 4
2024-089	Execute an agreement with Trobaugh and Company LLC with respect to tax and license auditing services	Exhibit 5, Appendix 5
2024-090	Authorize the sale or disposal of surplus property	Exhibit 6, Appendix 6
2024-091	Approve the beautification improvements on Stoneridge Drive traffic island	Exhibit 7, Appendix 7

Thereupon, the foregoing minutes and resolutions (Nos. 2024-085 through 2024-091), 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 Gerald Garner 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. 2024-085 through 2024-091) were adopted by a vote of 5—0 and as evidence thereof he 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 June 24, 2024, 7:00p.m.

5. ADJOURNMENT

There being no further matters for discussion Council President Virginia Smith adjourned the formal meeting at approximately 7:02 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,

RESOLUTION NO. 2024-092

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that City Council hereby authorizes the execution of a contractor agreement between the City and Father Nature of Birmingham, in the form as attached hereto as Exhibit A, with respect to the planter installation on Cahaba Road.

ADOPTED: This 24th day of June, 2024.

Council President

APPROVED: This 24th 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 24, 2024, as same appears in the minutes of record of said meeting.

City Clerk



Heather Richards <richardsh@mtnbrook.org>

Tree Island Contract

Ronald Vaughn <vaughnr@mtnbrook.org>
To: Sam Gaston <gastons@mtnbrook.org>
Cc: Heather Richards <richardsh@mtnbrook.org>

Thu, Jun 20, 2024 at 1:16 PM

Yes, the site plan is attached but it does show the handicap ramp which has been removed from the scope of work.

Ronnie Vaughn
Public Works Director
City of Mountain Brook AL
3579 East Street
Birmingham , Alabama 35243
205.802.3865 Office
205.967.2631 Fax
vaughnr@mtnbrook.org

[Quoted text hidden]

2 attachments



image001.png
14K



Scan0009Tree Island Site Plan.pdf
432K

CONTRACTOR AGREEMENT

Father Nature of Birmingham (“Contractor”) enters this Contractor Agreement (“Agreement”) with the **City of Mountain Brook, Alabama**, a municipal corporation (“City”), effective as of the date last executed by a party below (the “Effective Date”). Contractor and City may be individually referenced herein as “Party” or collectively as “Parties.”

1. **Project.** Unless otherwise stated on the attached Exhibit A - Specifications (which is incorporated by reference), Contractor, at its expense, will furnish all the labor, materials, supplies, supervision, and equipment needed to perform the work, services and operations (collectively, the “Work”) on the understated project (the Project”)

Name of Project: M.B.V. Planter Installation

Site of Project: 2805 Cahaba Road
Mountain Brook, AL 35223

2. **Scope of Work.** See Exhibit A (which includes the City Scope of Work and June 4, 2024 Contractor Proposal, hereinafter the “Contractor Proposal”) that is attached and incorporated herein.

3. **Undertaking of Parties.** Contractor agrees to perform the Work in accordance with the terms, conditions and specifications in this Agreement and on Exhibit A. City agrees to compensate Contractor and perform its other responsibilities set forth in the Contract Documents.

4. **Term/Termination.** The term of this Agreement shall commence on the Effective Date and thereafter continue in effect for six (6) months (the “Term”). The period in which Contractor will complete the Project is set forth on Exhibit A.

Notwithstanding the provision immediately above or any other language herein, City may terminate this Agreement before the expiration of its Term at the time designated in a written notice to Contractor if each of the following have occurred: (a) Contractor has defaulted on a material obligation to the City hereunder (a “Default”); and (b) following the City’s provision of written notice of Default to Contractor, the Contractor fails to correct or remedy that Default within fifteen (15) days after receipt of that notice. The failure of the Contractor to timely perform the Work shall be considered an event of Default. This remedy is in addition to any other provided in the Agreement or available to City under law or in equity.

Contractor’s obligations herein shall survive the termination or expiration of the Term for these periods: Section 6(f) (Warranty on workmanship and materials) for one year following Project acceptance; other warranties in Section 6 for a period of one year, and Section 7(c) (Indemnification) for a period of two (2) years.

5. Contract Price/Invoice/Certification. Unless otherwise stated in the Special Conditions on Exhibit A or agreed in a writing signed by the parties, City will pay Contractor the lump sum amount of Twenty-Four Thousand Two Hundred and Ninety-Three dollars (\$24,293.44) as compensation for performing the Work (the “Contract Price”). Unless agreed in a writing signed by duly authorized representatives of both parties, the total amount payable to the Contractor for the Work shall not exceed the Contract Price (and agreed sum(s) payable for any Additional Operations contemplated on Exhibit A). In no event will the total amount paid to Contractor for its Work (including the Contract Price or any amount paid for Additional Operations) exceed \$100,000.00.

The City will pay the Contract Price on this Project on the following schedule:

- (a) Pay in full one lump sum payment at the completion of the project.

Within ten (10) days following the successful completion of the Project, Contractor will submit to City Project Representative an invoice for the Contract Price (as adjusted by any mutually agreed change orders signed by both parties). With such invoice Contractor shall submit records reasonably supporting its payment. Within five (5) days following receipt of that invoice, City Project Representative will review same, consult with Contractor and make any mutually agreed modifications to it, certify that the invoice is due to be paid, and forward that certified invoice to the City Clerk. The City Clerk will remit to the Contractor the amount certified for payment within twenty (20) days after it receives that certification.

6. Warranties of Contractor. The Contractor warrants each of the following with respect to its Work:

- (a) that it expeditiously will perform its Work in a good and workmanlike manner that is consistent with level of skill and care that would be provided by other contractors performing operations under the same or similar conditions, and in accordance with the Project schedule;
- (b) that it, and all of its employees or any subcontractors (if authorized), will complete the Work in compliance with all codes, laws and regulations that are applicable to the Project;
- (c) that before commencing the Work, at its own expense, the Contractor will obtain all licenses, permits or other governmental authorizations needed to complete the Project, including without limitation, a business license and building permit issued by the City (collectively, “Licensing”). Contractor further agrees to maintain that Licensing throughout the performance of the Project;
- (d) that it has inspected the Site and any other locations at which it will perform the Work, and, based on that inspection and its expertise, that

it has determined that each of those locations is reasonably suitable for Contractor to complete the Work;

- (e) that the Contractor shall be responsible to remove and properly dispose of any debris related to its completion of the Project, and that it will leave each location where the Work is performed in reasonably clean condition;
- (f) that the Work will be free of any material defects in workmanship and materials for a period of one (1) year that shall commence on the date of acceptance of the Project; and
- (g) that all actions required to be taken by or on behalf of the Contractor to enter or execute this Agreement, and to perform its obligations and agreements hereunder, have been duly taken, and the person signing below on behalf of Contractor is authorized to execute this Agreement.

7. Insurance/Safety/Indemnification.

(a) Insurance. For the duration of this Agreement and for limits not less than stated below, Contractor, at its sole expense, shall maintain the following insurance with a company(ies) lawfully authorized to do business in Alabama and reasonably acceptable to City:

(i) Comprehensive General Liability: Seven Hundred Fifty Thousand Dollars (\$750,000.00), combined single limit and aggregate for bodily injury and property damage. This Comprehensive General Liability policy shall include coverage for premises/operations, products/completed operations, assumed contractual obligations, independent contractors, and broad form property damage;

(ii) Automobile Liability: Automobile Liability covering owned and rented vehicles operated with policy limits of not less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) combined single limit and aggregate for bodily injury and property damage;

(iii) Workers Compensation/Employer's Liability: Workers' Compensation as required by statute and Employer's Liability with limits of Five Hundred Thousand Dollars (\$500,000) per occurrence.

The Contractor may satisfy its insurance obligations hereunder through a combination of primary, umbrella and excess policies. Before the execution of this Agreement, the Contractor shall provide City a certificate(s) of insurance evidencing compliance with the requirements in this section. The certificate shall name City as an additional insured on the Comprehensive General Liability, Automobile Liability, and any applicable umbrella and excess policies.

The City will not furnish any type, form, coverage or amount of insurance in connection with the Project.

(b). Safety. Contractor agrees that it (a) has the sole responsibility to identify any condition or hazard at the Site or other locations on City property that will prevent it from safely performing the Work, and (b) is exclusively responsible for performing the Work in a safe manner that does not put at risk the safety of persons or endanger property. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) its employees and all other persons who may be affected by the Work; (ii) all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the Site, or under the care, custody or control of the Contractor or any of its representatives; and (iii) other property at the Work Site or adjacent thereto.

(c). Indemnification. Contractor agrees to defend, indemnify, and hold harmless City and its agents, employees and officials (hereinafter collectively, the "Indemnitees") from and against all demands, actions, liabilities, expenses (including reasonable attorney's fees) or claims for damages by any third parties (including any employee, subcontractor or representative of the Contractor, hereafter a "Contractor Representative") that arise out of, relate to or are caused by any negligent act, omission or conduct by Contractor or any Contractor Representative in performing or failing to perform the Work or its (or their) responsibilities under this Agreement; provided that nothing herein shall obligate the Contractor to indemnify any of the Indemnitees for any claims resulting from the negligent conduct or the willful misconduct of the Indemnitees.

The City will not indemnify Contractor (or any of its representatives or authorized subcontractors) for any claims that relate to or arise out of the Project.

(d). Limitation of Liability. In no event may Contractor recover from the City any special, incidental, consequential or any other indirect damages whatsoever of any description (including, without limitation, damages for lost profits, lost advantage, lost opportunity, loss of savings or revenues or for increased cost of operations) or amount arising from the City's breach of its obligations hereunder.

8. Project Representative. Each Party shall appoint and indicate on Exhibit A its representative who shall coordinate with the other Party on all matters related to the performance of the Work and the administration of this Agreement (the "Project Representative"). Any notice required hereunder shall be sufficiently given when sent to the appropriate Project Representative 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 the party to be in receipt thereof.

9. Miscellaneous Provisions.

a. This Agreement which is comprised of this instrument, the City Scope of Work and the June 4, 2024 Contractor Proposal (collectively, the “Contract Documents”) sets forth the entire understanding between the Parties concerning the matters herein, and all oral representations, prior negotiations, understandings, agreements, conditions, and terms discussed between them prior to acceptance and signing of this Agreement are deemed to have merged herein. In the event of any conflict or inconsistency between provisions in the various Contract Documents, the provision(s) in the document in the order below shall control and take precedence: (1) this Agreement; (2) the City Scope of Work; and (3) the Contractor Proposal.

b. This Agreement may be executed in counterparts each of which when executed by the Parties shall be deemed to be a complete original. An electronic or facsimile copy of the executed contract or counterpart shall be deemed, and shall have the same legal force and effect as, an original document.

c. Any forbearance or delay on the part of City in enforcing any of its rights under this Agreement shall not be construed as a waiver of such rights. No terms of this Agreement shall be waived unless expressly waived in writing.

d. Contractor may not assign its rights, obligations or the benefits of this Agreement to any third party without the written consent of City, which consent may be withheld for any reason.

e. This Agreement is made only for the benefit of the Parties. It is not intended, nor shall it be construed, to grant or bestow any benefit, right or privilege to any third party.

f. Contractor is an independent contractor of City. This Agreement does not create any partnership, joint venture or principal-agent relationship between the Parties. Further, City retains no control or authority with respect to its means and methods in which Contractor (or any of its employees or representatives) performs the Work.

g. Contractor represents and warrants to the City that: (i) it does not knowingly employ, hire for employment, or continue to employ, in Alabama, an “unauthorized alien,” as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, *et seq.*, Code of Alabama 1975, as amended (the “Act”); (ii) it will enroll in the E-Verify program prior to performing any work on the Project in Alabama and shall provide documentation establishing that it is enrolled in the E-Verify program. During the performance of this Agreement, the Contractor shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations; (iii) it will comply with all applicable provisions of the Act with respect to subcontractors, if any, that it engages on the Project by entering into an agreement with or by obtaining an affidavit from such subcontractors providing work on the Project in Alabama that such subcontractors are in compliance with the Act with respect to their participation in the E-verify program. Contractor further represents and warrants that it shall not hire, retain or contract with any subcontractor to work on the Project in Alabama which it knows is not

in compliance with the Act; and (iv) by signing this Agreement, it affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if Contractor is found to be in violation of this provision, it shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

h. Neither this Agreement nor any of the provisions herein (including, without limitation, those concerning the Scope, Project Schedule and Contract Price) may be amended or modified except in accordance with the terms of a written instrument (or change order) signed by both Parties.

i. Neither Party shall be liable to the other for any failure to perform its respective obligations (including payment obligations) under this Agreement during any period in which its performance is delayed by circumstances beyond its reasonable control, such as fire, flood, war, embargo, strike, riot, or the intervention of any governmental authority (a "Force Majeure Event"). However, the delayed Party must promptly provide the other with written notice of the Force Majeure Event, the delayed Party's time for performance will be excused only for the duration of that Event, and, if that Event lasts longer than 30 days, then the other Party may immediately terminate, in whole or in part, this Agreement by giving written notice to the delayed Party.

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

(Signature Page Follows)

Whereas, the undersigned, duly authorized representatives of the Parties execute this Agreement on behalf of their respective organization on the date(s) shown below.

CITY OF MOUNTAIN BROOK, ALABAMA

By: _____

Its: Mayor

Date: _____

Father Nature of Birmingham (CONTRACTOR.)

By: _____

Its: _____

Date: _____

EXHIBIT A – SPECIFICATIONS

1. Scope of Work.

See attached City Scope of Work and June 4, 2024 Contractor Proposal.

If Contractor desires or is required to perform services on the Project that fall outside the Scope (“Additional Operations”), the Contractor shall advise the City Project Representative of the need for Additional Operations before undertaking those services, the parties shall reach agreement on the expense of any Additional Operations and the City Project Representative shall approve any such Additional Operations before the Contractor performs same. No compensation for Additional Operations will be paid unless those Operations are approved in advance. *See Proposal for scope of work.*

2. Project Schedule. Weather permitting, Contractor expects to complete the Work within an approximate 3 week period after execution of the Agreement and the City provides it a Notice to Proceed.

3. Project Representatives.

City Project Representative:
Jerry Weiss
3579 East Street
Birmingham, AL 35243
Weissj@mtnbrook.org
Day Tel #: 205-802-3874

Contractor Project Representative:
Andrew McCurry
1234 Sesame Street
Birmingham, AL 35210
andrew@fathernaturelandscapes.com
Day Tel #:205-427-4950

4. Special Conditions.

Contractor is responsible for all traffic and pedestrian movements around project. If the conditions to close the road for any period of time is need Jerry Weiss will be contacted prior to closing.

Proposal

Father Nature Landscapes of Birmingham

Client Name: City of Mountain Brook

Project Name: Realty South

Jobsite Address: Canterbury Road Mountain Brook, Alabama 35223

Billing Address: 56 Church Street Mountain Brook, AL 35213

Estimate ID: EST4010285

Date: Jun 04, 2024

Median Planting Beds

\$24,293.44

Remove the asphalt, form, pour and finish new curbs around the two new beds; excavate and haul away base and binder; add topsoil and 2 5" Overcup Oaks; groundcover to be Asiatic Jasmine and mulched with shredded pine bark; a gap will be left between the new planting bed and the existing curb so that water will not be hindered to continue moving to the existing storm sewer drain

Topsoil Mix - Yd3	Topdressing Mix	24 EA	\$81.59	\$1,958.16
Oak; Overcup - 5"		2 EA	\$1,382.86	\$2,765.72
Lumber Package		1	\$314.29	\$314.29
Concrete - Ready Mix (add delivery)		4 CY	\$316.25	\$1,265.00
Jasmine; Asiatic - #1	Trachelospermum asiaticum	120 EA	\$6.88	\$825.60
Tree Stake-T bar - T bar tree stake; 4'		8 each	\$6.31	\$50.48
Stake-T Post Cap - T-Post protective cap		8 25/bag	\$19.86	\$158.88
Tree Guying Material - Arbor Tie		40 each	\$23.49	\$939.60
Mulch - Mini Nuggets	Mini Nuggets; per bag	20 Bag	\$7.59	\$151.80
			Subtotal	\$24,293.44
			Taxes	\$0.00
			Estimate Total	\$24,293.44

Note: We DO accept credit cards but must charge a 3% fee on projects over \$5,000.00 to help cover the associated expense.

Re-defining your experience of Outdoor Living!

Estimate authorized by: _____
Company Representative

Estimate approved by: _____
Customer Representative

Contractor Initials: _____ Customer Initials: _____

Signature Date: _____

Signature Date: _____

Contractor Initials: _____ Customer Initials: _____

RESOLUTION NO. 2024-093

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 social media and communications contract between the City and Cotton State Media LLC (DBA Focus Creative Birmingham), in the form as attached hereto as Exhibit A, with respect to the social media management, communications consulting, videography, photography, and graphic design services for Mountain Brook.

ADOPTED: This 24th day of June 2024.

Council President

APPROVED: This 24th 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 24, 2024 as same appears in the minutes of record of said meeting.

City Clerk

Mountain Brook Social Media & Communications Contract

This Social Media Management, Communications Consulting, and Graphic Design AGREEMENT (the “Agreement”) is made as of this ____ day of _____, 2024 (the “Effective Date”), by and between The City of Mountain Brook (“The City”), with offices at _____, and Cotton State Media LLC (DBA Focus Creative Birmingham) (“Consultant”), with a mailing address at 2820 18th Street South Suite 200, Homewood, AL 35209. The City and Consultant are referred to herein as a “Party” and together as the “Parties”.

RECITALS

WHEREAS, The City desires to engage Consultant as an independent contractor to perform social media management, communications consulting, videography, photography, and graphic design services (“Services”);

WHEREAS, Consultant is agreeable to providing such services; and

NOW, THEREFORE, in consideration of these mutual covenants and agreements, the sufficiency of which is hereby acknowledged, the parties, each intending to be legally bound, covenant and agree as follows:

1. SERVICES

1.1. Consultant agrees to perform such consulting and advisory services to and for Company as may be reasonably requested from time to time by Company, including, but not limited to, the services and duties listed on the attached Exhibit A and such other services as may be agreed upon from time to time (the “Services”).

1.2. During the term of this Agreement, Consultant may provide services to other parties provided such services do not conflict with the interests of The City for which Consultant is performing Services under the terms of this Agreement.

1.3. Consultant shall act as an independent contractor in performing the Services described in this Agreement. Nothing contained herein shall be deemed to make Consultant the agent, employee, joint venturer, or partner of The City, or to be deemed to provide Consultant with the power or authority to act for or on behalf of The City, or to bind The City to any contract, agreement, or arrangement with any other person, except as specifically set forth herein. For the avoidance of confusion, however, during the term of the Agreement, Consultant may represent publicly that it is affiliated with The City, and The

City may represent publicly that it is affiliated with Consultant.

2. COMPENSATION, EXPENSES, INVOICING, TAXES, AND BENEFITS

2.1. In exchange for performance of the Services, Consultant will receive a monthly retainer equivalent to \$5,000 (five thousand dollars) per month (the "Retainer Fee"). Should this Agreement be effective for any part of a month, less than a whole, the retainer shall be prorated proportionally. Additionally, reasonable business expenses incurred by Consultant in the performance of the Services shall be reimbursed by The City.

2.2. During the Term of this Agreement, Consultant will invoice The City on a monthly basis for both the Retainer Fee and for any reimbursable costs and expenses.

2.3. Consultant's monthly invoices are payable by The City within 15 days after receipt.

2.4. The City will provide Consultant with a 1099 tax form, if applicable, for the Consultant's filing.

2.5. Consultant is solely responsible for the payment of Consultant's federal, state, and local taxes, and for any filings required in connection with such taxes. The City is not responsible for the payment of, or withholding of, federal, state, or local income taxes, payroll taxes, social security taxes, health insurance, unemployment insurance, workers compensation insurance, and any other similar personnel costs in connection with the Services performed under this Agreement. Under no circumstances will Consultant or any of Consultant's employees or subcontractors or representatives be entitled to any form of fringe benefit or employee benefit from The City, including, but not limited to, any pension, deferred compensation, 401(k), retirement, disability, health insurance or life insurance benefit or coverage, and Consultant, Consultant's employees, representatives, agents and subcontractors expressly and irrevocably waive any such claim or entitlement.

3. TERM OF ENGAGEMENT

3.1. This Agreement shall be for the period commencing on the Effective Date and continuing for a period of twelve (12) months, unless terminated in accordance with this Section 3.

3.2. Either party shall have the right to terminate this Agreement upon sixty (60) days prior written notice to the other.

3.3. If this Agreement is terminated for any reason, The City will be obligated to pay Consultant for all Services performed under this Agreement through the date of termination.

4. CONFIDENTIALITY

4.1. Consultant and The City mutually acknowledge that each Party may have access to written, computerized, oral, and other confidential information, which is highly proprietary to the other Party, and the disclosure of which, beyond each Party and its employees and consultants, is not authorized. Except as necessary to perform the Services hereunder, each Party agrees that it will not disclose or use any confidential information, in any form, for any purpose, except with the other Party's express, written, prior approval or with the express written, prior approval of such designee as the other Party may choose. This provision does not apply to information already in the public domain at the time of the disclosure or use through no fault of the first Party, or disclosure required by law or court order.

4.2. Each Party will assume that all information it will receive in the course of Services under this Agreement is confidential, unless such information clearly is in the public domain.

4.3. Each Party (and its employees, agents, or independent contractors) will not, during or after the Term of this Agreement, directly or indirectly, use, disseminate, or disclose to any person, firm or other business entity for any purpose whatsoever, any information which was disclosed to it as a consequence of or through Services under this Agreement.

4.4. Immediately upon the termination of this Agreement, Consultant will deliver to The City (without retaining any copies thereof), any and all documents, files (electronic or otherwise), work products, statements or other written information, or other property obtained from The City that contain, are based upon, or are generated from confidential information.

5. INDEMNIFICATION

5.1. The City agrees to indemnify Consultant and hold it harmless from any cost or expenses, including attorney fees, and any and all liability or loss resulting from or arising in any way out of the performance of Services under this Agreement, *provided that* the actions taken by Consultant and resulting in such cost, expense, liability, or loss (i) were authorized by The City *and* (ii) adhered to all of the policies and procedures instituted by The City and provided to Consultant in advance of the date on which Consultant took such actions leading to or resulting in said cost, expense, liability, or loss.

6. INTELLECTUAL PROPERTY

6.1. To the extent that any work product delivered to The City pursuant to this Agreement includes material subject to copyright, Consultant agrees that the work product is created as a “work for hire” as that term is defined under United States copyright law, and that as a result, The City shall own all copyrights in the work product. The Company reserves the right to use the photographs/images/graphics for advertising and promotional purposes or otherwise.

6.2. To the extent that such work product does not qualify as a work for hire under applicable law, and to the extent that such work product includes material subject to copyright, trademark, patent, trade secret, or other proprietary right protection, Consultant hereby assigns to The City, its successors and assigns, all right, title and interest in and to the work product, including all copyrights, trademarks, patents, trade secrets, and other proprietary rights therein (including renewals thereof). Consultant shall execute and deliver such instruments and take such other action as may be required and requested by The City to carry out the assignment contemplated by this paragraph.

6.3. Any documents, files, images, audio, video, magnetically or optically encoded media, or any other materials created by Consultant pursuant to this Agreement shall be the exclusive property of The City and subject to the terms of this Agreement.

7. GENERAL PROVISIONS

7.1. The rights and obligations under this Agreement may not be assigned or delegated, in whole or in part, by Consultant or The City without prior written consent.

7.2. All rights of the parties under this Agreement shall survive the conclusion or termination of this Agreement.

7.3. Except as provided in the paragraph immediately below, the parties agree that any action or proceeding arising out of or relating to this Agreement and all claims in respect of the action or proceedings may be heard and determined in a court with jurisdiction sitting in the State of Alabama. This Agreement shall be governed and construed in accordance with and pursuant to the laws of the State of Alabama without giving effect to any choice of conflict of law provision or rule (whether of the State of Alabama or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Alabama.

7.4. If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be valid.

7.5. The failure of either party hereto at any time to require performance by the other party of any provision of this Agreement shall in no way affect the right of such party thereafter to enforce the same, nor shall any waiver of any breach of any provision hereof by the other party be taken or held to be a waiver by such party of any succeeding breach of such provisions, or as a waiver of the provision itself.

7.6. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

7.7. Except as specified otherwise, each party shall bear its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby.

7.8. The provisions of this Agreement were negotiated by the parties hereto and said agreement shall be deemed to have been drafted jointly by all of the parties hereto and it shall not be deemed to be the work of either party, nor shall it be interpreted against either party as the drafter. If any action is brought to enforce, or to construe or determine the validity of, any term or provision of this Agreement, the substantially prevailing party shall be entitled to reasonable attorneys' fees and costs of the action.

7.9. All notices required or permitted under this Agreement shall be in writing and shall be deemed effective upon electronic mail (with confirmation of receipt), or personal delivery or upon deposit in the United States Post Office, by registered or certified mail, postage prepaid, addressed to the other Party as set forth in the opening paragraph.

7.10. This Agreement supersedes all prior oral or written proposals, communications or other agreements related to the subject matter of this Agreement. This Agreement constitutes the entire understanding between Consultant and The City with regard to the subject matter of this Agreement and no amendment or change shall be binding upon the parties unless in writing and signed by both parties.

7.11. Time is of the essence with respect to each and every provision of this Agreement.

7.12. Each exhibit and schedule hereto shall be attached hereto and shall be considered a part hereof as if set forth in the body hereof in full.

7.14. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereby have executed this Agreement as of the Effective Date.

Consultant:

Cotton State Media LLC (DBA Focus Creative Birmingham)

By: _____

Name:STUART FRANCO

Its: Owner

City of Mountain Brook

By: _____

Name: _____

Its: _____

EXHIBIT A

SERVICES

The Consultant agrees to provide the following Services:

1. Social Media

- a. Management of two social media platforms Facebook, and Instagram for the City of Mountain Brook.
- b. Build engaging graphics and social media content which will highlight the people of the city. At the end of each month, Consultant will propose content calendars for the city's approval. Once approved, Consultant will ensure that at least three posts are made per week on these social media platforms. These will exclude City Council Meetings, AmWaste announcements, and any road closure /construction updates. Consultant will provide the City a template or generic graphic to use for these topics.
- c. Consultant will provide one video per month that will highlight a city related topic. Any additional video content produced at the City's request will be subject to standard rates set by Consultant.

2. Marketing and Public Relations

- a. Create press releases and work with media in the area to create more engaging content about the city.
- b. Consultant will remain on retainer for crisis communications. If there is a need for a Consultant to attend a City meeting, City will provide adequate notice no less than seven days in advance.

RESOLUTION NO. 2024-094

BE IT RESOLVED by the City Council of the City of Mountain Brook that the City Council hereby accepts the proposal submitted by Sain Associates, in the form as attached hereto as Exhibit A, with respect to the survey of Overton Park

ADOPTED: This 24th day of June, 2024.

Council President

APPROVED: This 24th 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 24, 2024, as same appears in the minutes of record of said meeting.

City Clerk

Overton Park

Sain will provide a topographic survey of Jefferson County Parcel ID Nos. 28-00-15-2-009-022.000, 28-00-15-2-009-023.000, 28-00-15-3-002-001.000, 28-00-15-2-009-024.000, 28-00-15-2-009-025.000, and 28-00-15-3-001-001.000 and as shown on the attached Exhibit A. Sain will attempt to locate property corners while conducting the topographic survey and will plot the deeds and plats to show the approximate property line, however this will not constitute a boundary survey. Contours will be shown at 1-foot intervals and spot elevations will be shown in flat areas. Visible drainage and sanitary structures will be shown indicating top and invert elevations as well as type and size of pipes. Finished Floor elevations will be shown at all building ingress/egress locations. Visible improvements will be shown including buildings, walls, fences, sidewalks, curbs, parking areas, paved areas, and landscaped areas. The playground will be outlined but will not locate individual playground equipment. Landscaped areas and tree lines will be shown on survey, and individual shrubs will NOT be shown on survey. Trees marked prior to our arrival will be located and labeled with the size. Overhead utilities, utility poles, transformers, meter boxes, guy wires, and other visible utility features will be located and shown on the survey. A utility locate request will be made to the Alabama 811 Call system to have underground utilities within the project corridor identified and marked. Once or if the underground utilities have been marked, we will gather field locations on the marked underground utilities. Please note that utility locators often refuse to mark underground utilities lying outside the limits of public Right-of-Way. In addition, utility locators often refuse to mark underground utilities for surveys. If after seven days, the underground utilities have not been marked a second and final ticket request will be made. If the underground utilities are not marked within seven days of the second ticket request a note will be shown on the survey listing the 811 tickets locate number and the unmarked area that the ticket covers. Survey improvements and topographic information will be shown ten (10) feet beyond the property lines and will extend to the easterly back of curb of Locksley Drive and the Northerly back of curb of Overton Road. Sain will attempt to get permission from the adjacent owners while in the field. However, we will not make multiple attempts, send letters, call, or otherwise attempt contact to get this permission. If we cannot obtain their permission, we will contact you for assistance or will not show this information on the survey. The survey will be performed in accordance with the Standards of Practice for Land Surveying in the State of Alabama.

Exclusions

The following services are excluded from this proposal but can be provided if deemed necessary and requested by you: Boundary Surveys, ALTA/NSPS Land Title Surveys, any platting, construction staking, zoning review, or any additional work not stated in the scope of work above.

Estimated Fee..... \$10,000

EXHIBIT A



RESOLUTION NO. 2024-095

**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 24th day of June, 2024.

Council President

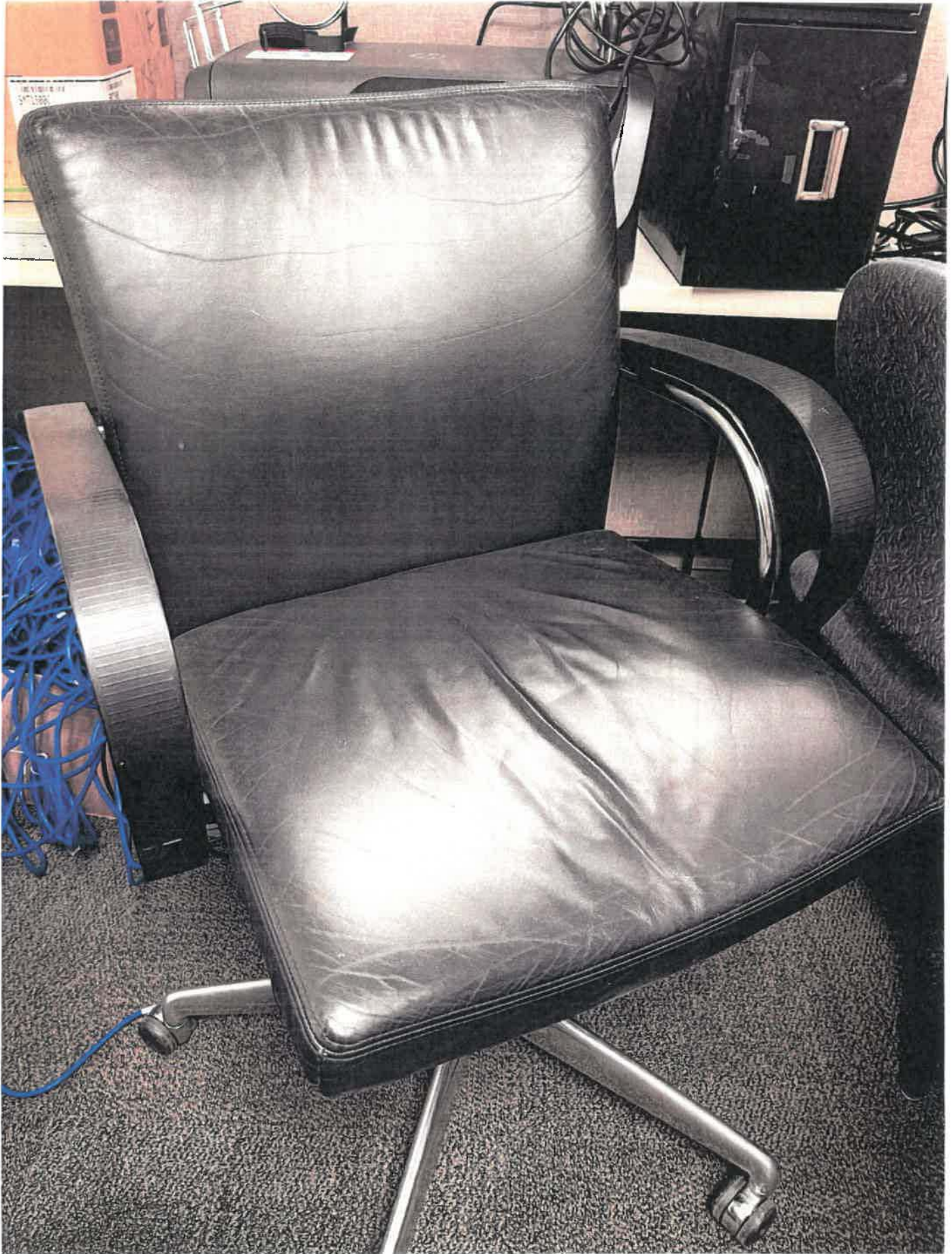
APPROVED: This 24th day of June, 2024.

Mayor

CERTIFICATION

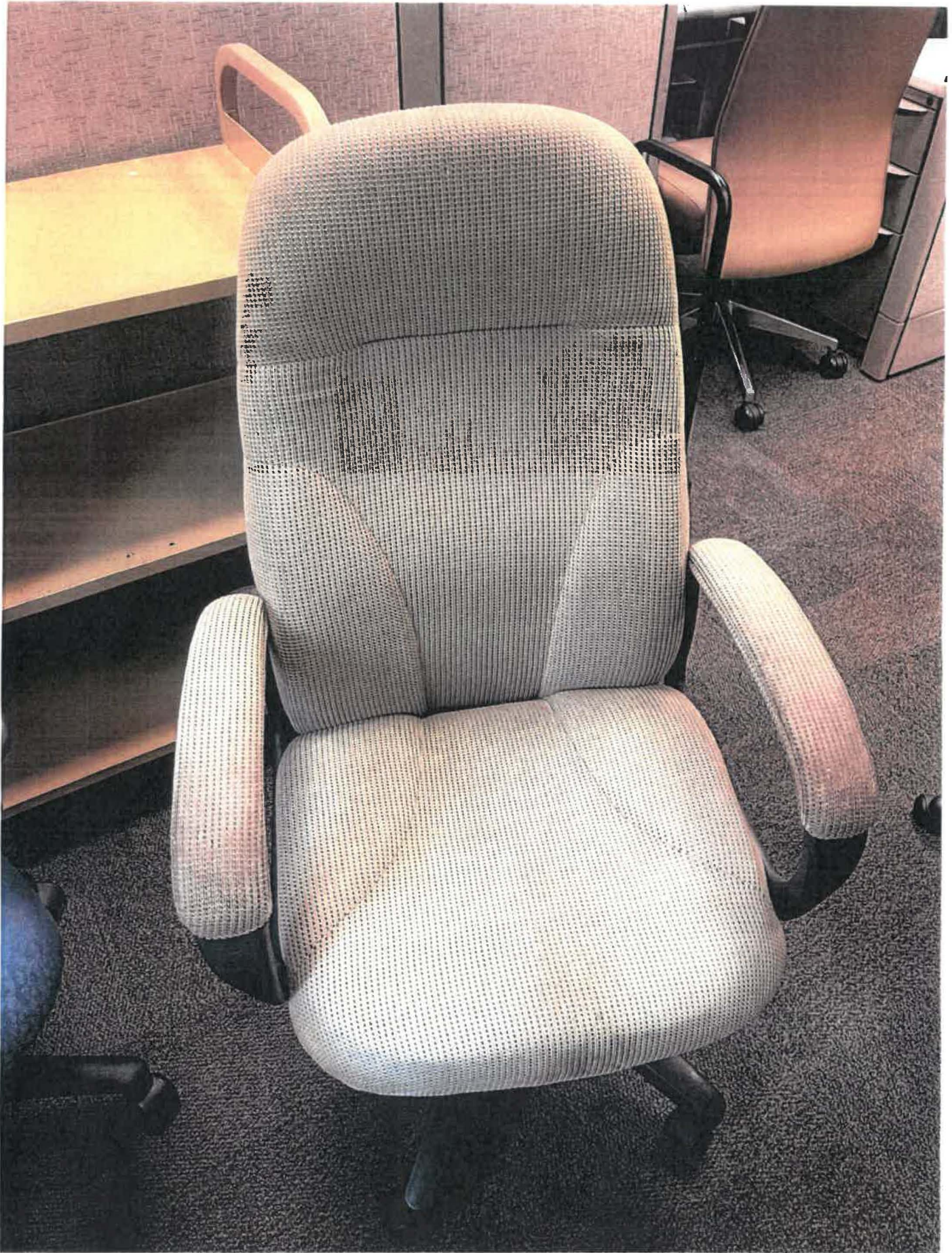
I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on June 24, 2024, as same appears in the minutes of record of said meeting.

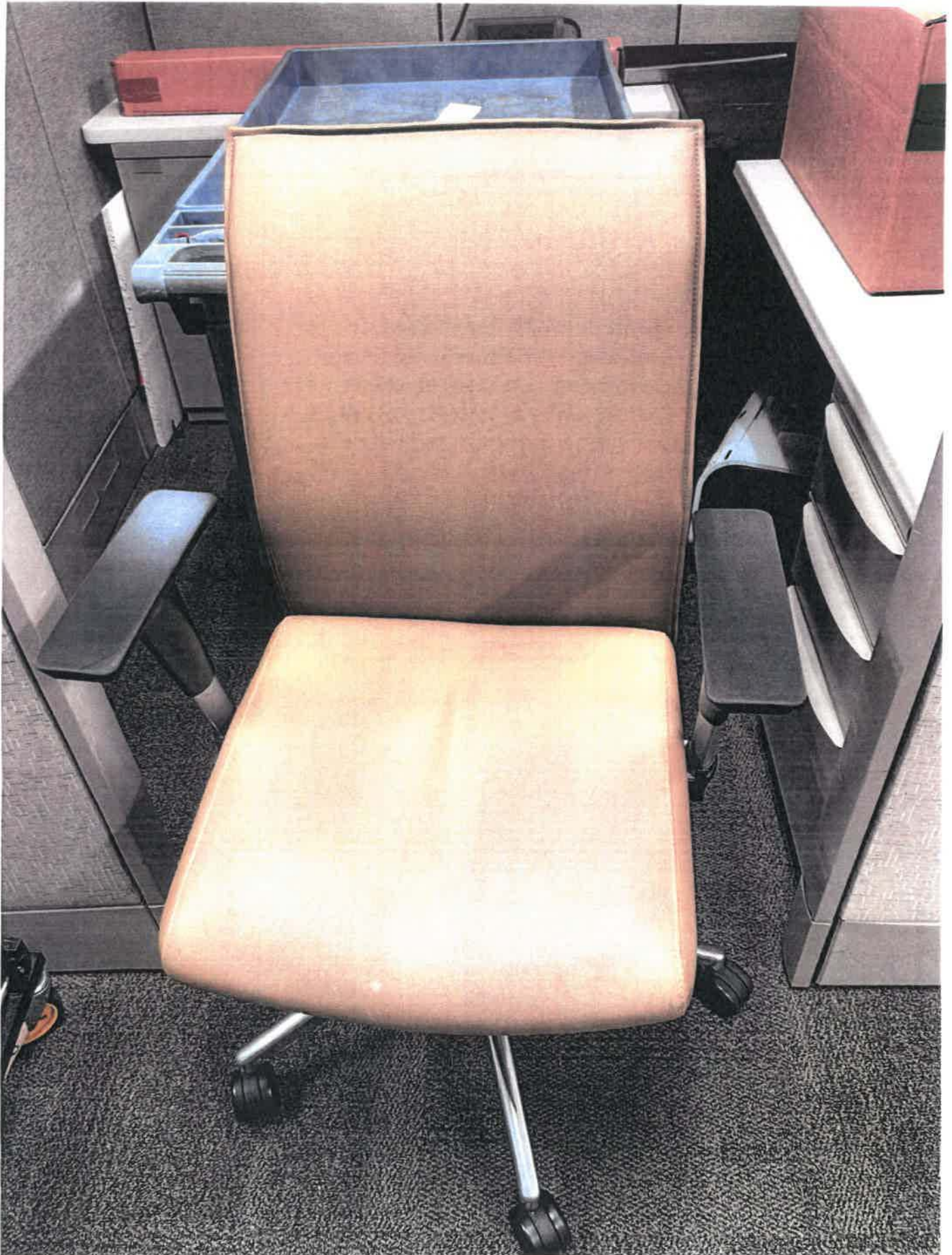
City Clerk











Date: June 19, 2024

To: Council Members

From: Shanda Williams, Parks and Recreation

Subject: Surplus Trilogy Locks

We have (3) Alarm Lock Trilogy keypad locks that we no longer need. We originally had them on our restroom doors, but they are not designed to work like we need them to. We have removed them and are using a different style lock.

When these were removed a couple of years ago, they were working. As far as I know all the parts are still together along with instruction manuals.





DL-WINDOWS™
V4.0 USER'S GUIDE

DL-WINDOWS™ is a registered trademark of Alarm Lock. All other trademarks are the property of their respective owners. © ALARM LOCK 2014 09232 02/15

Downloading Software for the Trilogy® Line of Standalone Access Control Systems

DL-WINDOWS™ is a registered trademark of Alarm Lock. All other trademarks are the property of their respective owners. © ALARM LOCK 2014 09232 02/15

Trilogy
DL4100 / DL4500 Series
Programming Instructions

ALARM LOCK
DL-WINDOWS™ is a registered trademark of Alarm Lock. All other trademarks are the property of their respective owners. © ALARM LOCK 2014 1011848 12/04

Alarm Lock Trilogy Series of Standalone Access Control Systems

© ALARM LOCK 2014

RESOLUTION NO. 2024-096

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that City Council hereby authorizes the execution of a contractor agreement between the City and Birmingham Stone LLC, in the form as attached hereto as Exhibit A, with respect to the Woodclift Park Stone Sign.

ADOPTED: This 24th day of June, 2024.

Council President

APPROVED: This 24th 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 24, 2024, as same appears in the minutes of record of said meeting.

City Clerk

CONTRACTOR AGREEMENT

BIRMINGHAM STONE, LLC an Alabama limited liability company (hereinafter the “Contractor”) enters this Contractor Agreement (“Agreement”) with the **CITY OF MOUNTAIN BROOK, ALABAMA**, a municipal corporation (“City”), effective as of the date last executed by a party below (the “Effective Date”). Contractor and City may be individually referenced herein as “Party” or collectively as “Parties.”

1. **Project.** Unless otherwise stated on the attached Exhibit A - Specifications (which is incorporated by reference), Contractor, at its expense, will furnish all the labor, materials, supplies, supervision, and equipment needed to perform the work, services and operations (collectively, the “Work”) at the site designated below (the “Site”) on the understated project (the “Project”):

Name of Project: Woodclift Park Stone Sign

Site of Project: 3100 Block of Woodclift Circle, Mtn Brook 35243

2. **Scope of Work.** The Scope of Work is set forth on Exhibit A (which includes the May 21, 2024 Contractor Proposal and the Project Plans) that is attached and incorporated herein.

3. **Undertaking of Parties.** Contractor agrees to perform the Work in accordance with the terms, conditions and specification in this Agreement and on Exhibit A. City agrees to compensate Contractor as set forth herein and perform its other responsibilities set forth in the Contract Documents.

4. **Term/Termination.** The term of this Agreement shall commence on the Effective Date and thereafter continue in effect up to three (3) months (the “Term”). The period in which the Contractor will complete the Project is set forth on Exhibit A.

Notwithstanding the provision immediately above or any other language herein, City may terminate this Agreement before the expiration of its Term at the time designated in a written notice to Contractor if each of the following have occurred: (a) Contractor has defaulted on a material obligation to the City hereunder (a “Default”); and (b) following the City’s provision of written notice of Default to Contractor, the Contractor fails to correct or remedy that Default within fifteen (15) days after receipt of that notice. The failure of the Contractor to timely perform the Work shall be considered an event of Default. This remedy is in addition to any other provided in the Agreement or available to City under law or in equity.

5. **Contract Price/Invoice/Certification.** Unless otherwise stated in the Special Conditions on Exhibit A or agreed in a writing signed by the Parties, City will pay Contractor the lump sum amount of **Eleven Thousand, Five Hundred Twenty-five Dollars and Zero Cents (\$11,525.00)** as compensation for performing the Work (the “Contract Price”). Unless agreed in a writing or amendment to this Agreement that is signed by duly authorized representatives of both Parties, the total amount payable to the Contractor for the Work shall not exceed the Contract Price.

The City will pay the Contract Price on this Project as follows:

Within ten (10) days following the successful completion of the Project, Contractor will submit to City Project Representative an invoice for the Contract Price (as adjusted by any mutually agreed change orders signed by both parties). With such invoice Contractor shall submit records reasonably supporting its payment. Within five (5) days following receipt of that invoice, City Project Representative will review same, consult with Contractor and make any mutually agreed modifications to it, certify that the invoice is due to be paid, and forward that certified invoice to the City Clerk. The City Clerk will remit to the Contractor the amount certified for payment within twenty (20) days after it receives that certification.

6. Warranties of Contractor. The Contractor warrants each of the following with respect to its Work:

- (a) that it expeditiously will perform its Work in a good and workmanlike manner that is consistent with level of skill and care that would be provided by other contractors performing operations under the same or similar conditions, and in accordance with the Project schedule;
- (b) that it, and all of its employees or any subcontractors (if authorized), will complete the Work in compliance with all codes, laws and regulations that are applicable to the Project;
- (c) that before commencing the Work, at its own expense, the Contractor will obtain all licenses, permits or other governmental authorizations needed to complete the Project, including without limitation, a business license and building permit issued by the City (collectively, "Licensing"). Contractor further agrees to maintain that Licensing throughout the performance of the Project;
- (d) that it has inspected the Site and any other locations at which it will perform the Work, and, based on that inspection and its expertise, that it has determined that each of those locations is reasonably suitable for Contractor to complete the Work;
- (e) that the Contractor shall be responsible to remove and properly dispose of any debris related to its completion of the Project, and that it will leave each location where the Work is performed in reasonably clean condition;
- (f) that the Work will be free of any material defects in workmanship and materials for a period of one (1) year that shall commence on the date of completion of the Project; and
- (g) that all actions required to be taken by or on behalf of the Contractor to enter or execute this Agreement, and to perform its obligations and agreements hereunder, have been duly taken, and the person signing below on behalf of Contractor is authorized to execute this Agreement.

7. Insurance/Safety/Indemnification.

(a) *Insurance.* For the duration of this Agreement and for limits not less than stated below, Contractor, at its sole expense, shall maintain the following insurance with a company(ies) lawfully authorized to do business in Alabama and reasonably acceptable to City:

(i) Comprehensive General Liability: Seven Hundred Fifty Thousand Dollars (\$750,000.00), combined single limit and aggregate for bodily injury and property damage. This Comprehensive General Liability policy shall include coverage for premises/operations, products/completed operations, assumed contractual obligations, independent contractors, and broad form property damage;

(ii) Automobile Liability: Automobile Liability covering owned and rented vehicles operated with policy limits of not less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) combined single limit and aggregate for bodily injury and property damage;

(iii) Workers Compensation/Employer's Liability: Workers' Compensation as required by statute and Employer's Liability with limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence.

The Contractor may satisfy its insurance obligations hereunder through a combination of primary, umbrella and excess policies. Before the execution of this Agreement, the Contractor shall provide City a certificate(s) of insurance evidencing compliance with the requirements in this section. The certificate shall name City as an additional insured on the Comprehensive General Liability, Automobile Liability, and any applicable umbrella and excess policies.

(b). *Safety.* Contractor agrees that it (a) has the sole responsibility to identify any condition or hazard at the Site or other locations on City property that will prevent it from safely performing the Work, and (b) is exclusively responsible for performing the Work in a safe manner that does not put at risk the safety of persons or endanger property. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) its employees and all other persons who may be affected by the Work; (ii) all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the Site, or under the care, custody or control of the Contractor or any of its representatives; and (iii) other property at the Work Site or adjacent thereto.

(c). *Indemnification.* Contractor agrees to defend, indemnify, and hold harmless City and its agents, employees and officials (hereinafter collectively, the "Indemnitees") from and against all demands, actions, liabilities, expenses (including reasonable attorney's fees) or claims for damages by any third parties (including any employee, subcontractor or representative of the Contractor, hereafter a "Contractor Representative") that arise out of, relate to or are caused by any negligent act, omission or conduct by Contractor or any Contractor Representative in performing or failing to perform the Work or its (or their)

responsibilities under this Agreement; provided that nothing herein shall obligate the Contractor to indemnify any of the Indemnitees for any claims resulting from the negligent conduct or the willful misconduct of the Indemnitees.

(d). *Limitation of Liability.* In no event may Contractor recover from the City any special, incidental, consequential or any other indirect damages whatsoever of any description (including, without limitation, damages for lost profits, lost advantage, lost opportunity, loss of savings or revenues or for increased cost of operations) or amount arising from the City's breach of its obligations hereunder.

8. Project Representative. Each Party shall appoint and indicate on Exhibit A its representative who shall coordinate with the other Party on all matters related to the performance of the Work and the administration of this Agreement (the "Project Representative"). Any notice required hereunder shall be sufficiently given when sent to the appropriate Project Representative 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 the party to be in receipt thereof.

9. Miscellaneous Provisions.

a. This Agreement which is comprised of this instrument, the April 16, 2024 Contractor Proposal and the Project Plans (collectively, the "Contract Documents") sets forth the entire understanding between the Parties concerning the matters herein, and all oral representations, prior negotiations, understandings, agreements, conditions, and terms discussed between them prior to acceptance and signing of this Agreement are deemed to have merged herein.

b. This Agreement may be executed in counterparts each of which when executed by the parties shall be deemed to be a complete original. An electronic or facsimile copy of the executed contract or counterpart shall be deemed, and shall have the same legal force and effect as, an original document.

c. Any forbearance or delay on the part of City in enforcing any of its rights under this Agreement shall not be construed as a waiver of such rights. No terms of this Agreement shall be waived unless expressly waived in writing.

d. Contractor may not assign its rights, obligations or the benefits of this Agreement to any third party without the written consent of City, which consent may be withheld for any reason.

e. This Agreement is made only for the benefit of the Parties. It is not intended, nor shall it be construed, to grant or bestow any benefit, right or privilege to any third party.

f. Contractor is an independent contractor of City. This Agreement does not create any partnership, joint venture or principal-agent relationship between the Parties. Further, City retains no control or authority with respect to its means and methods in which Contractor (or any of its employees or representatives) performs the Work.

g. Contractor represents and warrants to the City that: (i) it does not knowingly employ, hire for employment, or continue to employ, in Alabama, an “unauthorized alien,” as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, *et seq.*, Code of Alabama 1975, as amended (the “Act”); (ii) it will enroll in the E-Verify program prior to performing any work on the Project in Alabama and shall provide documentation establishing that it is enrolled in the E-Verify program. During the performance of this Agreement, the Contractor shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations; (iii) it will comply with all applicable provisions of the Act with respect to subcontractors, if any, that it engages on the Project by entering into an agreement with or by obtaining an affidavit from such subcontractors providing work on the Project in Alabama that such subcontractors are in compliance with the Act with respect to their participation in the E-verify program. Contractor further represents and warrants that it shall not hire, retain or contract with any subcontractor to work on the Project in Alabama which it knows is not in compliance with the Act; and (iv) by signing this Agreement, it affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if Contractor is found to be in violation of this provision, it shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

h. Neither this Agreement nor any of the provisions herein (including, without limitation, those concerning the Project Schedule and Contract Price) may be amended or modified except in accordance with the terms of a written instrument (or change order) signed by both Parties.

i. Neither Party shall be liable to the other for any failure to perform its respective obligations (including payment obligations) under this Agreement during any period in which its performance is delayed by circumstances beyond its reasonable control, such as fire, flood, war, embargo, strike, riot, or the intervention of any governmental authority (a "Force Majeure Event"). However, the delayed Party must promptly provide the other with written notice of the Force Majeure Event, the delayed Party's time for performance will be excused only for the duration of that Event, and, if that Event lasts longer than 30 days, then the other Party may immediately terminate, in whole or in part, this Agreement by giving written notice to the delayed Party.

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

(Signature Page Follows)

Whereas, the undersigned, duly authorized representatives of the Parties execute this Agreement on behalf of their respective organization on the date(s) shown below.

CITY OF MOUNTAIN BROOK, ALABAMA

By: _____

Its: _____

Date: _____

BIRMINGHAM STONE, LLC

By: _____

Its: _____

Date: _____

Project: Building Woodclift Park Stone Sign

EXHIBIT A – SPECIFICATIONS

1. Scope of Work.

Contractor will construct and install a monument sign pursuant to and in accordance with the Project Plans and specifications and the May 21, 2024 Contractor Proposal, attached hereto and made a part hereof.

If Contractor desires or is required to perform services on the Project that fall outside the Scope (“Additional Operations”), the Contractor shall advise the City Project Representative of the need for Additional Operations before undertaking those services, the parties shall reach agreement on the expense of any Additional Operations and the City Project Representative shall approve any such Additional Operations before the Contractor performs same.

2. Project Schedule. The Contractor will complete this project by September 15, 2024 unless an extension is requested in writing by the Contractor and approved in writing by the City.

3. Project Representatives.

City Project Representative:
Shanda Williams
3698 Bethune Drive
Mountain Brook, AL 35223
Email: williamssh@mtnbrook.org
Day Tel #: 205-802-3879

Contractor Project Representative:
Schuyler Redpath
9 Office Park Circle, Suite 9
Birmingham, AL 35223
Email: schuyler@bhamstone.com
Day Tel #: 205-259-3926

Architect Project Representative:
Dale Brasher, Brasher Design Studio
PO Box 530307
Mountain Brook, AL 35253
Email: dale@brasherdesignstudio.com
Day Tel #: 205-495-5433

4. Special Conditions:

Birmingham Stone will supply all materials and labor to construct a column stone sign to the specifications provided by Brasher Design Studio (attached).

WOODCLIFT PARK SIGN

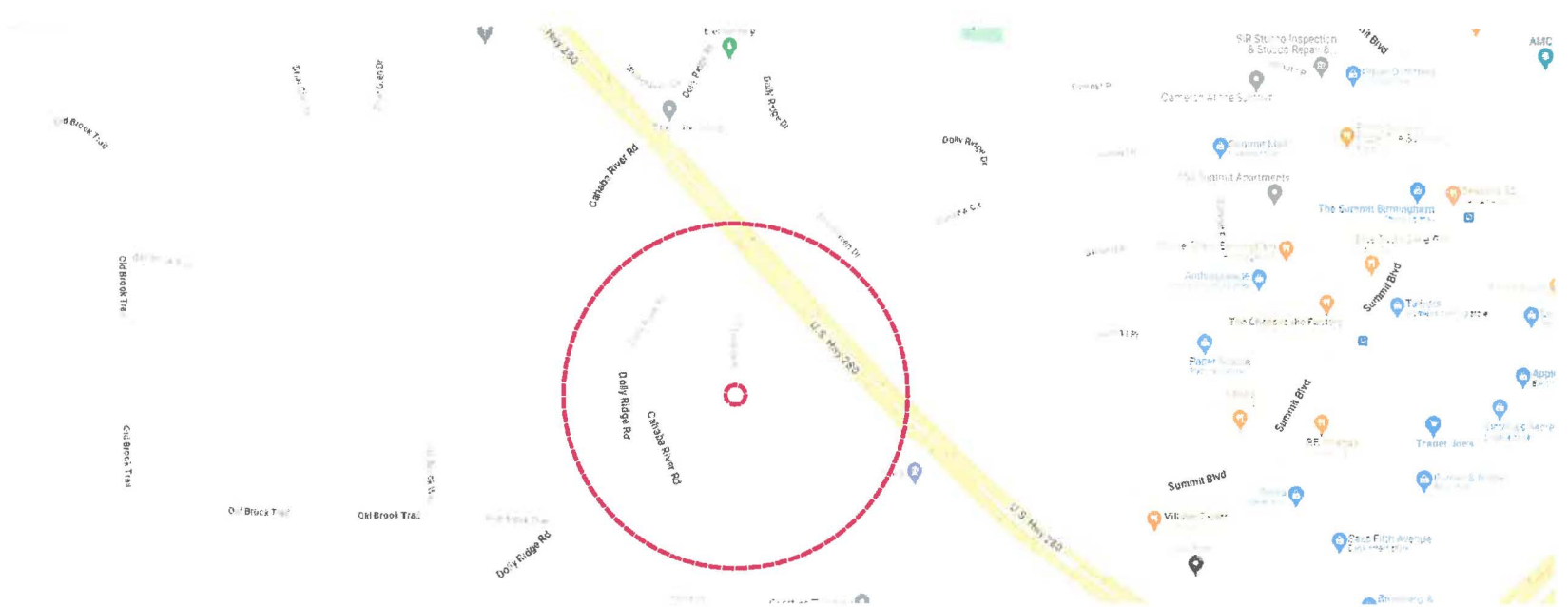
WOODCLIFT PARK SIGN

WOODCLIFT ROAD, MOUNTAIN BROOK, AL

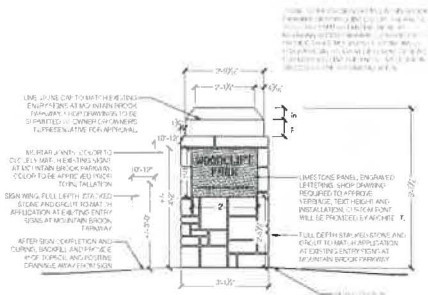


SUBMITTAL	DATE
For Review	6/20/23
For Review	8/17/23
100% SET	10/02/23
IFC SET	05/09/24

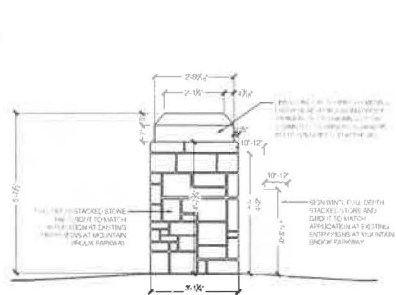
TITLE SHEET
T1.00



Mountain Brook, Alabama



01 FRONT ELEVATION
1/2" = 1'



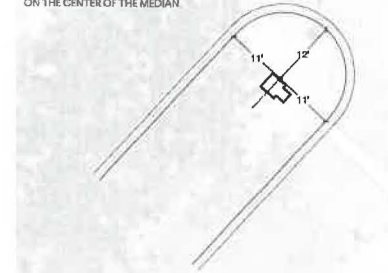
04 BACK ELEVATION
1/2" = 1'



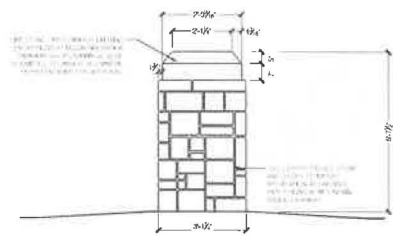
07 SIGN CONCEPTUAL MODEL
NOT TO SCALE

CONTRACTOR TO STAKE OUT LOCATION FOR APPROVAL OF OWNER & ARCHITECT PRIOR TO CONSTRUCTION

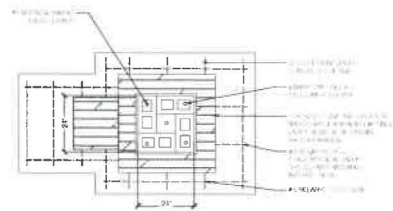
CENTER MAIN COLUMN OF SIGN ON THE CENTER OF THE MEDIAN



09 SITE PLAN: SIGN LAYOUT
SCALE: 1" = 100'



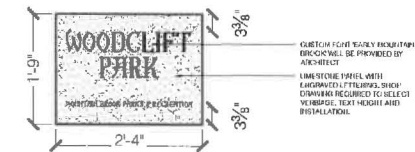
02 SIDE ELEVATION
1/2" = 1'



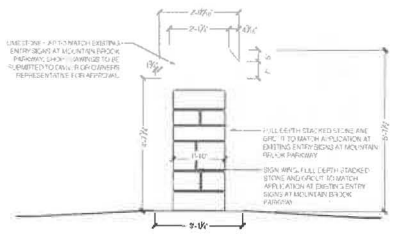
05 TOP PLAN SECTION
1/2" = 1'



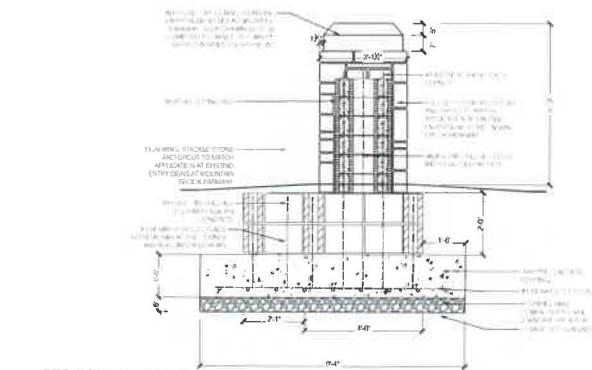
08 SIGN @ MOUNTAIN BROOK PARKWAY
NOT TO SCALE



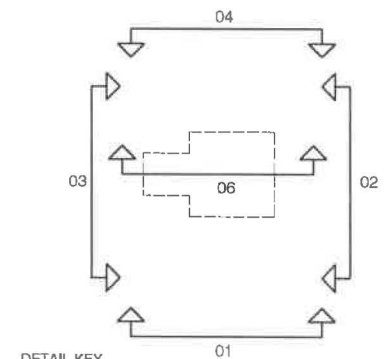
10 LIMESTONE PANEL
N/S



03 SIDE ELEVATION
1/2" = 1'



06 SECTION ELEVATION
1/2" = 1'



DETAIL KEY

SIGN NOTES:

1. SIGN LAYOUT TO BE STAKED OUT ON SITE AND FIELD APPROVED PRIOR TO BEGINNING CONSTRUCTION.
2. STONE TYPE TO BE APPROVED BY OWNER/ARCHITECT PRIOR TO ORDER AND INSTALLATION. OWNER/ARCHITECT VISIT TO STONE YARD MAY BE REQUIRED AND/OR SAMPLES DELIVERED TO OWNER.
3. MORTAR COLOR TO BE APPROVED BY OWNER/ARCHITECT PRIOR TO ORDER AND INSTALLATION.
4. SHOP DRAWINGS FOR LIMESTONE CAP AND SIGN PANEL MUST BE SUBMITTED FOR APPROVAL PRIOR TO ORDER AND INSTALLATION. SHOP DRAWINGS MUST INCLUDE 3 FONT OPTIONS FOR VERBIAGE.
5. SIGN ELEVATION TO BE 6" ABOVE CURB. SLOPE GRADE AWAY FROM SIGN. PROVIDE 4" DEPTH OF TOPSOIL.

WOODCLIFT PARK SIGN
WOODCLIFT ROAD, MOUNTAIN BROOK, AL

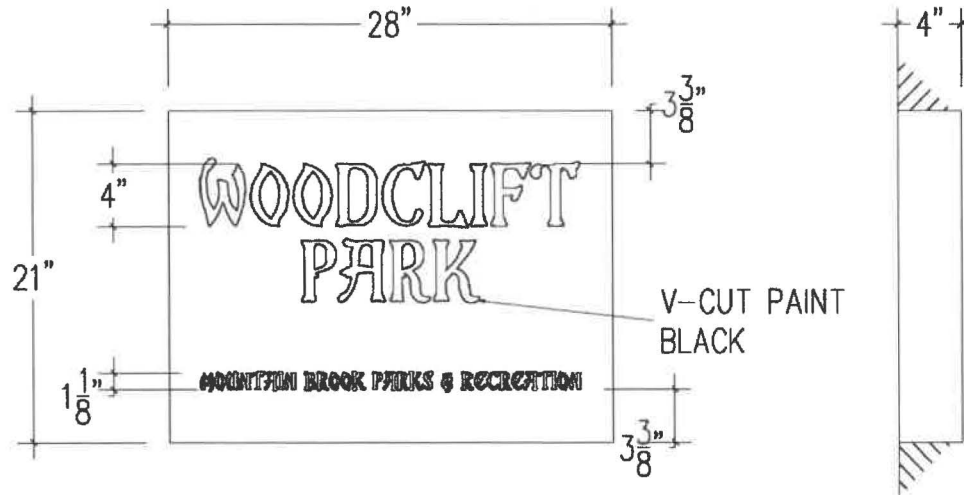


SUBMITTAL	DATE
For Review	6/20/23
For Review	8/17/23
100% SET	10/02/23
IFC SET	09/08/24

SIGN DETAILS
SD1.00

Job Number: BS4154	Material: GRAY Limestone	Finish: SMOOTH		Page: 1 OF 2
------------------------------	--	--------------------------	--	------------------------

Section Pattern: -	Truck # 1
-----------------------	---------------------



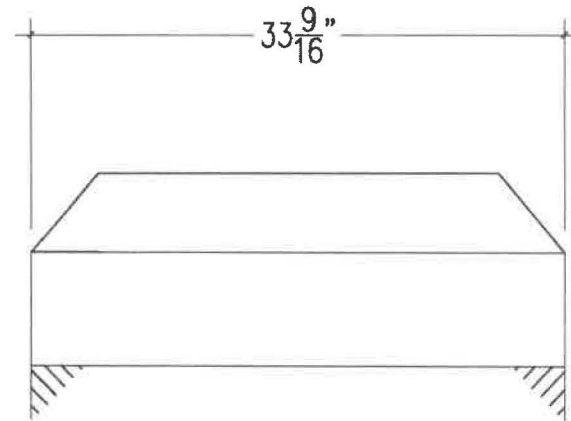
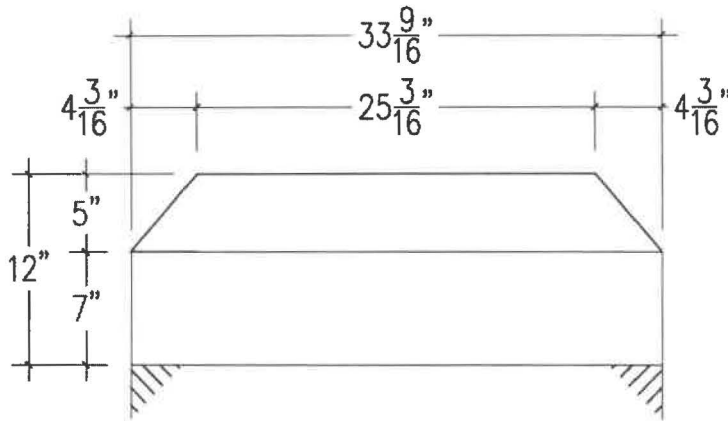
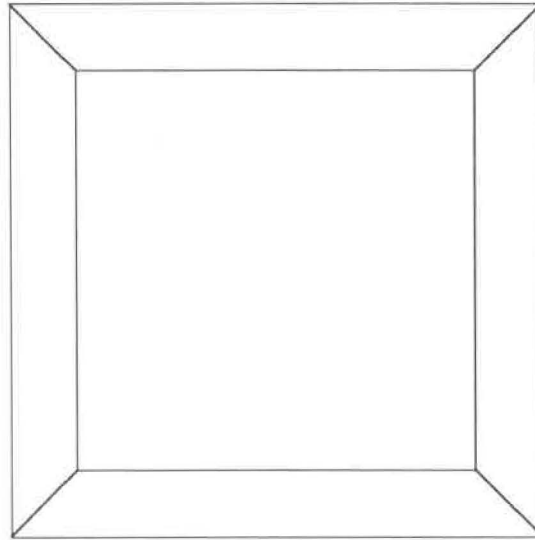
Total Pieces: 1							
---------------------------	--	--	--	--	--	--	--

Note:

Stone Mark	Piece Count	Length	Depth	Height	Unit Cube	Total Cube
A1	1	28"	4"	21"	1.36	1.36

Job Number: BS4154	Material: GRAY Limestone	Finish: SMOOTH		Page: 2 OF 2
------------------------------	--	--------------------------	--	------------------------

Section Pattern:	Truck # 1
------------------	---------------------



Total Pieces: 1

Total Cube: 7.82

Note:

Stone Mark	Piece Count	Length	Depth	Height	Unit Cube	Total Cube
A2	1	33 9/16"	33 9/16"	12"	7.82	7.82



Proposal

Date
05/21/24
Proposal No.
3312

Contractor / Contact Name	Project	Expires
Mountain Brook Parks & Rec	Woodcliff	

Description	Qty.	Cost	Total	Units
Concrete Footer	1	1,220.00	1,220.00	PER
CMU, 8"x8"x16"	1	640.00	640.00	PER
Stone Veneer to Match	1	4,150.00	4,150.00	PER
Stone Veneer Oversized Pieces	1	1,550.00	1,550.00	PER
Limestone Cap	1	1,815.00	1,815.00	PER
Limestone Sign	1	2,150.00	2,150.00	PER

Total	\$11,525.00
--------------	--------------------

If this quote meets your needs, please sign/date and e-mail or fax back to our office. Doing so will show approval of Price, Qualifications and will constitute an order. From the approved quote we will send you an invoice as the job progresses. In some instances, a deposit may be required for custom material. All invoices are due upon receipt. Any unpaid balance over 30 days past due shall bear interest at 1.5% per month. If there are any changes to the original signed quote, a change order will be issued.

Contractor/ Contact

Date

Birmingham Stone representative

RESOLUTION NO. 2024-097

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 140 – Special Events Retail license to TRO, Inc., (trade name: Oteys Fest), 224 Country Club Park (parking lot), Mountain Brook, AL 35213.

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

ADOPTED: This 24th day of June, 2024.

Council President

APPROVED: This 24th 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 24, 2024, as same appears in the minutes of record of said meeting.

City Clerk



CITY OF MOUNTAIN BROOK

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

June 25, 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 June 24, 2024, City Council meeting recommending the issuance of 140 – Special Events Retail Liquor license as follows:

TRO Inc.
Trade name: Oteys Fest
224 Country Club Park (parking lot)
Mountain Brook, AL 35213

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

Sincerely,

Heather Richards
City Clerk

Enclosure

c: Janna Bearden
janna@willcohospitality.com



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240617092911719

Type License: 140 - SPECIAL EVENTS RETAIL **State:** \$150.00 **County:** \$150.00
Type License: **State:** **County:**
Trade Name: OTEYS FEST **Filing Fee:** \$50.00
Applicant: TRO INC **Transfer Fee:**
Location Address: 224 COUNTRY CLUB PARK MOUNTAIN BROOK, AL 35213
Mailing Address: 300 OFFICE PARK DR; SUITE 206 MOUNTAIN BROOK, AL 35213
County: JEFFERSON **Tobacco sales:** NO **Tobacco Vending Machines:**
Product Type: **Type Ownership:** CORPORATION
Book, Page, or Document info: 9614/9524
Do you sell Draft Beer?:
Date Incorporated: 12/27/1996 **State incorporated:** AL **County Incorporated:** JEFFERSON
Date of Authority:
Federal Tax ID: 72-1344791 **Alabama State Sales Tax ID:** 3700 54984

Name:	Title:	Date and Place of Birth:	Residence Address:
WILLIAM FRANKLIN HAVER JR 5978074 - AL	MEMBER	06/24/1975 BIRMINGHAM, AL	4436 FREDERICKSBURG DR MOUNTAIN BROOK, AL 35213

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? YES
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: JANNA BEARDEN
Business Phone: 205-601-9935
Fax:

Home Phone: 205-337-6055
Cell Phone: 205-337-6055
E-mail: JANNA@WILCOHOSPITALITY.COM

PREVIOUS LICENSE INFORMATION:
Trade Name: OTEYS FEST
Applicant: TRO INC

Previous License Number(s)
License 1: 011960637
License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240617092911719

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
 Name of Property owner/lessor and phone number: **SCOTT & SCOTT, INC 205-326-2222**
 What is lessors primary business? **REAL ESTATE**
 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? **NO**
 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: **99999** Display Square Footage:
 Building seating capacity: **0** Does Licensed premises include a patio area? **YES**
 License Structure: **SHOPPING CENTER** License covers: **OTHER**
 Number of licenses in the vicinity: Nearest:
 Nearest school: Nearest church: Nearest residence: **0 blocks**
 Location is within: **CITY LIMITS** Police protection: **CITY**

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? **NO**

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240617092911719

**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: 07/27/2024 Ending Date: 07/27/2024

Special terms and conditions for special event/special retail:

LICENSE IS VALID FOR DAY OF EVENT ONLY. THIS IS A NON-RENEWABLE LICENSE. NO ALCOHOL IS TO LEAVE THE LICENSED PREMISES.

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

Are any applicants, whether individual, member of a partnership or association, or officers and directors of corporation or the 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?: TACO MAMA AND OTEY'S LOCATIONS THROUGHOUT ALABAMA.

Does anyone involved with this license application have any monetary interest in any other ABC licensed/permitted establishment?: TACO MAMA AND OTEY'S LOCATIONS THROUGHOUT ALABAMA.

License Covers: GRASSY AREA NEXT TO OTEY'S RESTAURANT PARKING LOT

Are there any special restrictions, instructions, and/or conditions for this license?: LICENSE IS VALID FOR DAY OF EVENT ONLY. THIS IS A NON-RENEWABLE LICENSE. NO ALCOHOL IS TO LEAVE THE LICENSED PREMISES.



STATE OF ALABAMA

ALCOHOLIC BEVERAGE CONTROL BOARD

ALCOHOL LICENSE APPLICATION



Confirmation Number: 20240617092911719

Initial each

Signature page

BSM
BSM

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.

BSM

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.

BSM

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

N/A

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

N/A

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

BSM

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

BSM

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.

BSM

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): Brad McGiboney, legal counsel for TRD, Inc.

Signature of Applicant: *Brad McGiboney*

Notary Name (print): Shane M. Hopson

Notary Signature: *Shane M. Hopson*

Commission expires: 1/24/28



Application Taken:

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: 20240617092911719

**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: 07/27/2024 Ending Date: 07/27/2024

Special terms and conditions for special event/special retail:

LICENSE IS VALID FOR DAY OF EVENT ONLY. THIS IS A NON-RENEWABLE LICENSE. NO ALCOHOL IS TO LEAVE THE LICENSED PREMISES.

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

Are any applicants, whether individual, member of a partnership or association, or officers and directors of corporation or the 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?: TACO MAMA AND OTEY'S LOCATIONS THROUGHOUT ALABAMA.

Does anyone involved with this license application have any monetary interest in any other ABC licensed/permitted establishment?: TACO MAMA AND OTEY'S LOCATIONS THROUGHOUT ALABAMA.

License Covers: GRASSY AREA NEXT TO OTEY'S RESTAURANT PARKING LOT

Are there any special restrictions, instructions, and/or conditions for this license?: LICENSE IS VALID FOR DAY OF EVENT ONLY. THIS IS A NON-RENEWABLE LICENSE. NO ALCOHOL IS TO LEAVE THE LICENSED PREMISES.

Receipt Confirmation Page

Receipt Confirmation Number: **20240617092911719**
Application Payment Confirmation Number: **100974326**

Payment Summary	
Payment Item	Fee
Application Fee for License 140	\$50.00
Total Amount to be Charged	\$50.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	County Fee	State Fee	Total Fee
140 - SPECIAL EVENTS RETAIL	\$150.00	\$150.00	\$300.00
			\$0.00
Total Amount to be Charged	\$150.00	\$150.00	\$300.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 140 - SPECIAL EVENTS RETAIL
License Type 2:
License County: JEFFERSON
Business Type: CORPORATION
Trade Name: OTEYS FEST
Applicant Name: TRO INC
Location Address: 224 COUNTRY CLUB PARK
MOUNTAIN BROOK , AL 35213
Mailing Address: 300 OFFICE PARK DR; SUITE 206
MOUNTAIN BROOK, AL 35213
Contact Person: JANNA BEARDEN
Contact Home Phone: 205-337-6055
Contact Business Phone: 205-601-9935
Contact Fax:
Contact Cell Phone: 205-337-6055
Contact Email Address:
Contact Web Address:
Contact Relationship to Applicant: GENERAL MANAGER