

**PRE-MEETING AGENDA
MOUNTAIN BROOK CITY COUNCIL**

**PRE-COUNCIL ROOM (A106)
56 CHURCH STREET
MOUNTAIN BROOK, AL 35213**

JUNE 24, 2024 6:15 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. Board of Equalization nominations due July 1-Sam Gaston (See attached information. This item may be added to the formal agenda.)
2. Eagle Scout project to add ¼ mile markers along several city trails and parks-Shanda Williams (See attached information. This item may be added to the formal agenda.)
3. Conditional Use for pet grooming on Cahaba Road in Mountain Brook Village-Dana Hazen (See attached information. This item may be added to the formal agenda.)
4. Irrigation and landscaping for City Hall's upper deck-Steve Boone (See attached information. This item may be added to the formal agenda.)
5. Business Licence issue and possible amendments to the Home Occupation Ordinance-Heather Richards (See attached information.)
6. Change Order for gutter repairs and replacements on the North Woodridge sidewalk project-Nathan Currie of Sain Associates (See attached information. This item may be added to the formal agenda.)
7. Change order for new Fire Station # 2-Steve Boone. (See attached information. This item may be added to the formal agenda.)
8. Executive Session

50 North Ripley Street
Montgomery, AL 36130

revenue.alabama.gov

May 21, 2024

Ms. Virginia Carruthers Smith, President
Mountain Brook City Council
P.O. Box 130009
Mountain Brook, AL 35213

Dear Ms. Smith:

Upon the passage of Act 2024-440, the Alabama Department of Revenue (ALDOR) is now required to appoint an additional member to serve on the Jefferson County Board of Equalization (BOE). This member will be selected from a pool of candidates made up of one nominee from each municipality in Jefferson County with a population over 15,000.

The City of Mountain Brook has been identified as a municipality with a population over 15,000. In accordance with Act 2024-440 your city council is required to submit the name of one individual as your nomination for appointment to the Jefferson County BOE. The individual you nominate must be competent to serve and meet all the criteria listed below:

- Reside in Jefferson County for at least 5 years.
- Own taxable real property in Jefferson County.
- Claim their homestead in Jefferson County.
- Be registered as a qualified voter in Jefferson County.
- Have a minimum of five years of experience in real estate, accounting, or finance.
- Not hold any public office or government employment.

An *Official Report* form has been attached for you to enter your nomination and must be signed by all the members of the city council. Please return the completed *Official Report* form as soon as possible, but no later than **June 10, 2024**. Forms may either be emailed or mailed to:

PropertyTaxDivision@revenue.alabama.gov

ALDOR, Property Tax Division
P.O. Box 327210
Montgomery, AL 36132-7210

If you have questions, call the Property Tax Division at 334-242-1525.

Sincerely,



Vernon Barnett
Commissioner

VB:bc
Attachments

Veronica Lewis
Veronica.lewis@
revenue.alabama.gov
- fill out & send back
- sign - City Council
- by July 1

OFFICIAL REPORT
Nomination for the Jefferson
County Board of Equalization

STATE OF ALABAMA)
JEFFERSON COUNTY) _____ City or Town

To the State Commissioner of Revenue
Montgomery, Alabama:

We, the undersigned members of the governing body of this municipality, do hereby nominate the person below for consideration as a member of the Jefferson County Board of Equalization and certify that, in our opinion, they are competent to serve under the provisions of the law.

As required by the Code of Alabama 1975, the nominee has been a resident of this county for at least five years, is an owner of taxable real property located within this county, claims their homestead in this county, is a qualified voter within this county, and has five or more years of experience in real estate, accounting, or finance.

It is understood further that no member of the Board of Equalization can hold employment or office of profit with the United States, the State of Alabama, any county or other political subdivision of said State, or with any county school board or with any municipality.

Under all the conditions stated above, we nominate the following person:

Name (As usually signed): _____
Exact Mailing Address: _____
Telephone Number: _____

Signatures of **ALL** members of the
governing body of the above
municipality:

Date: _____, 2024



ACT #2024 - 440

1 HB379
2 V1GWLVL-2
3 By Representatives Faulkner, Carns, Sellers, Tillman, Hendrix,
4 Hollis, Rafferty, Garrett, Hulsey, Shaw, DuBose, Givan
5 RFD: Boards, Agencies and Commissions
6 First Read: 21-Mar-24





1 Enrolled, An Act,

2 Relating to county boards of equalization; to amend
3 Section 40-3-2, Code of Alabama 1975; to provide for the
4 appointment of additional board members in certain counties;
5 to provide further for the qualifications and to revise the
6 nomination procedure for board members in certain counties; to
7 provide further for the decisions of certain boards; and to
8 provide for the employment of county appraisal staff in
9 certain counties.

10 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

11 Section 1. Section 40-3-2, Code of Alabama 1975, is
12 amended to read as follows:

13 "§40-3-2

14 (a) This subsection shall apply to every county in the
15 state except a county subject to subsection (b). During the
16 month of August, 1943, and during the month of August of each
17 fourth year thereafter, the county commission of each county,
18 the county board of education, and the governing body of the
19 largest municipality in each county shall each submit in
20 writing to the state Commissioner of Revenue the names of
21 three persons, and the governing body of each other
22 incorporated municipality within the county shall, in like
23 manner, submit the name of one person, all of whom are
24 residents of the county, who are each owners of taxable real
25 property that is located within the county, who are each
26 qualified electors in the county and who are, in the opinion
27 of the nominating body, persons competent to serve as members
28 of the county board of equalization. In those counties where



29 there is no incorporated municipality, the commission of the
30 county shall nominate six persons as competent persons for
31 appointment to membership on the board of equalization. From
32 each group of three nominees submitted by the county governing
33 bodies and the county board of education and from the total
34 group of nominees submitted by the governing bodies of the
35 municipalities, the Commissioner of Revenue, within 30 days
36 after receipt of the lists of nominees, with the approval of
37 the Governor shall appoint one person to membership on the
38 county board of equalization so that the membership of the
39 board shall be composed of three members, one of whom was
40 nominated by the governing body of the county, one by the
41 county board of education, and one by the governing body of
42 the incorporated municipalities in the county, except,
43 however, that in those counties having no incorporated
44 municipality, two of the three members of the board shall be
45 selected from the six nominees of the county governing body;
46 provided, that the Commissioner of Revenue may reject any
47 group of nominees, in which event the body nominating them
48 shall submit additional names, one of whom shall be appointed
49 by the Commissioner of Revenue with the approval of the
50 Governor. The members of the several county boards of
51 equalization appointed from the nominees as in this section
52 provided shall hold office for four years beginning October 1,
53 1943, and every fourth year thereafter. In all counties having
54 a population of 400,000 or more persons according to the 1940
55 federal census or any subsequent census, where there is now or
56 hereafter may be a countywide civil service system, all



57 nominees must take an examination and qualify by a civil
58 service examination to be conducted by the civil service
59 system, except any member of any board of equalization now
60 duly appointed as a member of the board of equalization shall
61 be deemed qualified for appointment. In the event the names
62 submitted by either the county commission of the county, the
63 county board of education, and the governing body of the
64 largest municipality in the county having a countywide civil
65 service system have already been submitted by either of the
66 nominating parties, the Commissioner of Revenue shall so
67 notify the nominating bodies, and the nominating bodies shall
68 forthwith submit the names of another person or persons
69 qualified under the civil service examination not theretofore
70 nominated by the other nominating bodies. In the event that
71 any nominating body fails to timely submit a list of
72 nominations for appointments to the county's board of
73 equalization, the Commissioner of Revenue may appoint members
74 derived from the remaining nominees previously submitted by
75 other nominating bodies.

76 (b) (1) Notwithstanding any other provisions of this
77 section, this ~~This~~ subsection shall apply to any county of this
78 state which has a population of 600,000 or more according to
79 the last or any subsequent federal census. On October 1, 1975,
80 the office of chairmanship of the board is created. The
81 chairman shall be the executive officer of the board and shall
82 supervise the assignment of duties to members and employees.
83 The provisions of the Merit System law, including the
84 provisions thereof governing appointment and compensation of



85 persons subject to the Merit System law, shall apply to the
86 chairmanship and to the chairman, until July 1, 2024.

87 Until July 1, 2024, ~~the~~ governing body of the county
88 shall appoint the chairman subject to the Merit System law.
89 ~~Any person who is serving as chairman on October 1, 1975, and~~
90 ~~who has so served for at least 24 consecutive months~~
91 ~~immediately prior to such date shall be deemed to have been~~
92 ~~appointed under the provisions of this subsection and to have~~
93 ~~acquired permanent civil service status as chairman. Any~~
94 ~~person serving as chairman on October 1, 1975, and who has~~
95 ~~served as chairman for more than 12 months and for less than~~
96 ~~24 months immediately preceding October 1, 1975, shall be~~
97 ~~deemed to have been appointed under this subsection and to be~~
98 ~~serving his or her probationary period under the Merit System~~
99 ~~law. Any person serving as chairman on October 1, 1975, who~~
100 ~~has served for less than 12 consecutive months immediately~~
101 ~~prior to the date shall be deemed to be a temporary appointee~~
102 ~~under the Merit System law and shall be required to take and~~
103 ~~pass an appropriate examination or be replaced by another~~
104 ~~applicant who has taken and passed such examination.~~

105 After October 1, 1975, the associate members of the
106 board shall serve the remainder of the term for which they
107 were appointed under subsection (a) to serve. Upon the
108 expiration of the term of office mentioned in the prior
109 sentence, the associate members of the board shall be
110 appointed in the manner hereinafter provided for in this
111 subsection.

112 The county board of education and the governing body of



113 the largest municipality in the county shall each submit in
114 writing to the state Commissioner of Revenue the names of
115 three persons, and the governing body of each other
116 municipality within the county shall, in like manner, submit
117 the name of one person, all of whom are residents of the
118 county, who are each owners of taxable property which is
119 located within this state, who are qualified electors in the
120 county and who are, in the opinion of the nominating board,
121 persons competent to serve as members of the board.

122 Within 30 days after the receipt of the list of
123 nominees, the state Commissioner of Revenue, with the approval
124 of the Governor, shall nominate an associate member of the
125 board from the nominees of the county board of education and
126 one associate member of the board from the nominees of the
127 governing bodies of the municipalities of the county. The
128 Commissioner of Revenue may reject any group of nominees, in
129 which event the body nominating them shall submit additional
130 names, one of whom shall be appointed by the Commissioner of
131 Revenue with the approval of the Governor. The associate
132 members of the board appointed from the nominees as provided
133 for in this subsection shall hold office for the four-year
134 terms provided for in subsection (a).

135 ~~In all counties having a population of 400,000 or more~~
136 ~~persons according to the 1940 federal census or any subsequent~~
137 ~~federal census, where there is now or hereafter may be a~~
138 ~~countywide civil service system, all nominees for the~~
139 ~~associate members must take an examination and qualify by~~
140 ~~civil service examination to be conducted by the civil service~~



141 ~~system, except any person serving as an associate member on~~
142 ~~any board of equalization on October 1, 1975, shall be deemed~~
143 ~~qualified for appointment. In the event the names submitted by~~
144 ~~either the county board of education, and the governing body~~
145 ~~of the largest municipality in the county having a countywide~~
146 ~~civil service system have already been submitted by either of~~
147 ~~the nominating parties, the Commissioner of Revenue shall so~~
148 ~~notify the nominating bodies, and the nominating bodies shall~~
149 ~~forthwith submit the names of another person or persons~~
150 ~~qualified under the civil service examination not nominated by~~
151 ~~the other nominating bodies.~~

152 (2) Notwithstanding any other provisions of this
153 subsection, the associate members of the board serving on the
154 effective date of this act shall serve the remainder of the
155 term for which they were appointed to serve.

156 (3)a. Notwithstanding any other provisions of this
157 subsection, beginning July 1, 2024, the board of equalization
158 shall be constituted as provided by this subdivision and shall
159 be comprised of five members, designated respectively as
160 member number one, member number two, member number three,
161 member number four, and member number five.

162 b. All board members must be residents of, own real
163 property in, and claim their homestead in the respective
164 county for which board they are appointed. Except as provided
165 in subparagraph e. 1., each board member shall have a minimum
166 of five years of experience in real estate, accounting, or
167 finance.

168 c. Except as provided in this subdivision regarding the



169 initial terms of office, each board member shall serve for a
170 term of four years. No board member shall be appointed to more
171 than two consecutive terms. Vacancies in unexpired terms shall
172 be filled by the appropriate appointing authority within 30
173 days of the vacancy, as provided by this subdivision.

174 d. Notwithstanding any other provision of this
175 subdivision, if the state Commissioner of Revenue does not
176 receive at least three names of qualified nominees, pursuant
177 to subparagraph e. 2s through 4., the commissioner, upon
178 approval of the Governor, may appoint an individual to the
179 board who meets the qualifications provided by this
180 subdivision.

181 e.1. Member Number One.

182 This member shall be appointed by the governing body of
183 the county and shall serve as the chairman and the executive
184 officer of the board. This member shall have a minimum of 10
185 years of experience in an executive capacity in real estate,
186 accounting, finance, or banking. The initial term shall begin
187 on July 1, 2024.

188 2. Member Number Two.

189 (i) Except as provided in (ii), this member shall be
190 appointed by the state Revenue Commissioner, upon approval by
191 the Governor, from a list consisting of three names submitted
192 by the county board of education, three names submitted by the
193 largest municipality in the county, and one name from each
194 municipality in the county with a population over 15,000.

195 (ii) The individual serving on the board as an
196 associate member nominated by the county board of education on



197 the effective date of this act shall hold this office for the
198 remainder of their current term provided under subdivision
199 (1).

200 3. Member Number Three.

201 (i) Except as provided in (ii), this member shall be
202 appointed by the state Revenue Commissioner, upon approval by
203 the Governor, from a list consisting of three names submitted
204 by the county board of education, three names submitted by the
205 largest municipality in the county, and one name from each
206 municipality in the county with a population over 15,000.

207 (ii) The individual serving on the board as an
208 associate member nominated by a municipality in the county on
209 the effective date of this act shall hold this office for the
210 remainder of their current term provided under subdivision
211 (1).

212 4. Member Number Four.

213 (i) This member shall be appointed by the state Revenue
214 Commissioner, upon approval by the Governor, from a list
215 consisting of one name submitted by each municipality in the
216 county with a population over 15,000.

217 (ii) The initial term of office shall be three years
218 and shall begin on July 1, 2024.

219 5. Member Number Five.

220 (i) This member shall be appointed by the county
221 commission.

222 (ii) The initial term of office shall be two years and
223 shall begin on July 1, 2024.

224 (4) The board shall act independently from any county



225 department or office of equalization and shall preside over
226 all real and personal property protests consistent with this
227 chapter. The board shall have the authority to adopt rules for
228 the conduct and perfection of protests in the county, subject
229 to the approval of the Alabama Department of Revenue.

230 (5)a. There shall be an at-will employee that serves as
231 the head of the county department or office of equalization,
232 who shall supervise the assignment of duties to employees
233 consistent with, ratifying, curative to, and in furtherance of
234 any other laws applicable to the county. The at-will
235 department head shall supervise the employees of the county
236 department of equalization, including the appraisal and
237 reappraisal staff.

238 b. If there is an at-will employee that serves as the
239 department head on the effective date of this act, that
240 individual shall continue in that capacity, subject to and
241 consistent with the foregoing."

242 Section 2. The provisions of this act are severable. If
243 any part of this act is declared unconstitutional or invalid,
244 that declaration shall not affect the part which remains.

245 Section 3. This act shall become effective immediately.



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Speaker of the House of Representatives

President and Presiding Officer of the Senate

House of Representatives

I hereby certify that the within Act originated in and was passed by the House 16-Apr-24.

John Treadwell
Clerk

Senate

08-May-24

Passed

APPROVED

5-17-2024

TIME

3:15 pm

GOVERNOR

Alabama Secretary Of State

Act Num....: 2024-440
Bill Num...: H-379

ORIGINAL

House Bill No. 379
Project No. VIGW LVL-1
Profile Date _____

SPONSOR	DIST. NO.
1 <u>D. [Signature]</u>	<u>46</u>
CO-SPONSORS	
2 <u>CARVLS 48</u>	<u>28</u>
3 <u>Sellers 7</u>	<u>29</u>
4 <u>DA [Signature] 150</u>	<u>30</u>
5 <u>Hardy 55</u>	<u>31</u>
6 <u>Holt 58</u>	<u>32</u>
7 <u>Galbraith 54</u>	<u>33</u>
8 <u>Barnett 44</u>	<u>34</u>
9 <u>Hudson 15</u>	<u>35</u>
10 <u>Shaw 47</u>	<u>36</u>
11 <u>DUBOSE 45</u>	<u>37</u>
12 <u>Givan</u>	<u>38</u>
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26	<u>52</u>
27	<u>53</u>

HOUSE ACTION

DATE: 3-21 2024
RD 1 RFD DANC

REPORT OF STANDING COMMITTEE

This bill having been referred by the House to its standing committee on BANC was acted upon by such committee in session, and returned therefrom to the House with the recommendation that it be Passed, w/amend(s) w/sub this 11th day of April, 2024.
[Signature], Chair

DATE: 4-11 2024
RF RD 2 CAL

DATE: 20
RE-REFERRED RE-COMMITTED
Committee _____

DATE: 20
RE-REFERRED RE-COMMITTED
Committee _____

I hereby certify that the Resolution as required in Section C of Act No. 81-889 was adopted and is attached to the Bill, HB 379.
YEAS 31 NAYS 0

JOHN TREADWELL,
Clerk

FURTHER HOUSE ACTION (OVER)

SENATE ACTION

DATE: 4-7 2024
RD 1 RFD CME

This Bill was referred to the Standing Committee of the Senate on C+MG and was acted upon by such Committee in session and is by order of the Committee returned therefrom with a favorable report w/amd(s) 0 w/sub 0 w/eng sub by a vote of yeas 7 nays 2 abstain 0 this 23rd day of April, 2024.
[Signature], Chair

DATE: 4-23 2024
RF T. W. RD2 CAL

I hereby certify that the Resolution as required in Section C of Act No. 81-889 was adopted and is attached to the Bill, HB 379.
YEAS 31 NAYS 0

PATRICK HARRIS,
Secretary

DATE: 5-8-24 RD 3 at length
PASSED PASSED AS AMENDED

YEAS 31 NAYS 1
And was ordered returned forthwith to the House
PATRICK HARRIS,
Secretary

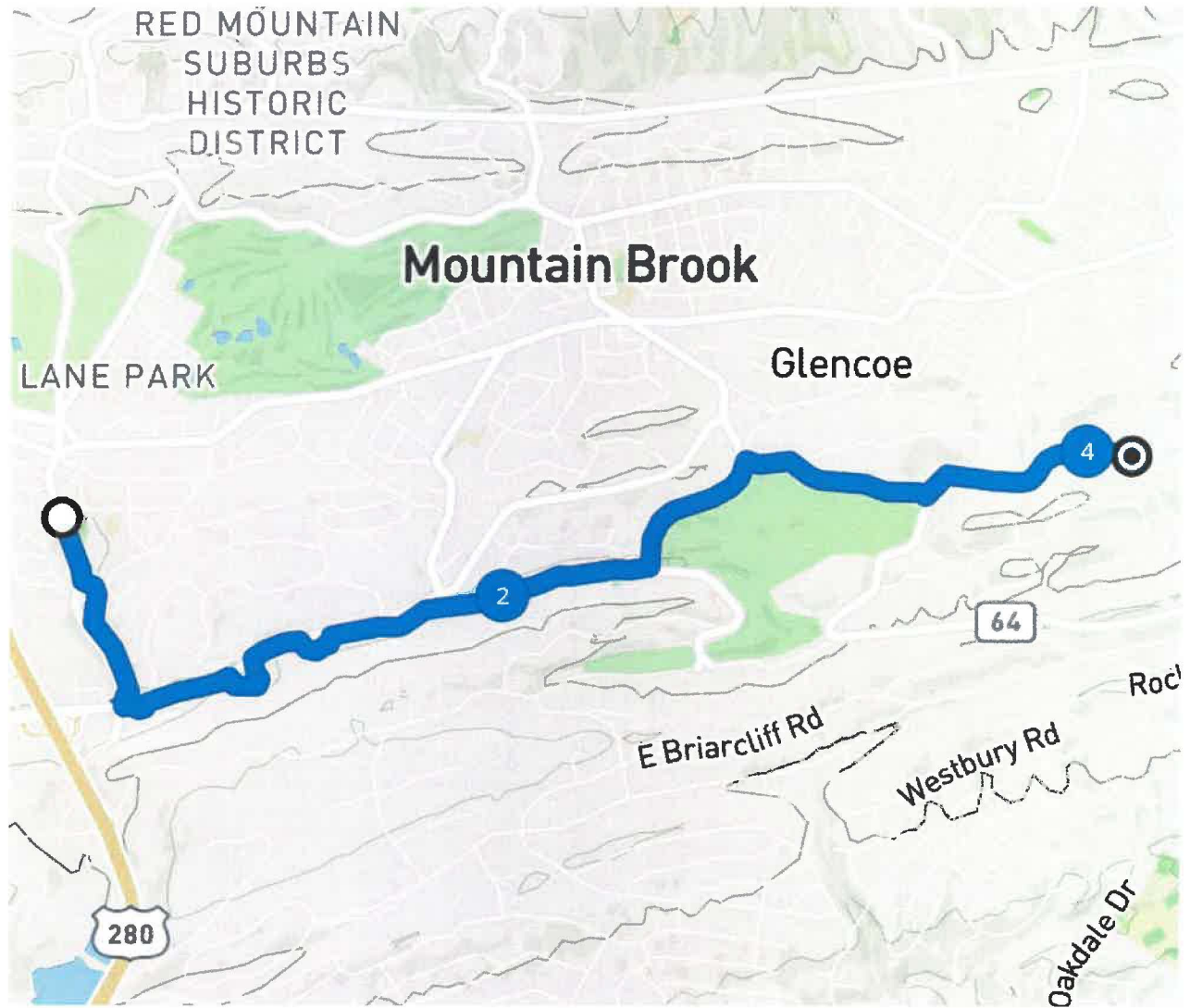
DATE: 20
INDEFINITELY POSTPONED YEAS NAYS

DATE: 20
RECONSIDERED YEAS NAYS

FURTHER SENATE ACTION (OVER)

Mapping:

Trail Overview: Markers will be placed every quarter mile, beginning near the Southeast Corner of Cahaba Rd and Heathermore Rd and ending where the Irondale Furnace trail ends at Stone River Rd.



Please let me know if you have any questions about this project. I and my fellow Scouts look forward to serving the community through this project.

Sincerely,

Joseph Spencer, III

Sam Gaston

From: Shanda Williams <williamssh@mtnbrook.org> on behalf of Shanda Williams
Sent: Wednesday, June 19, 2024 12:35 PM
To: Sam Gaston; Heather Richards
Subject: Fwd: Red rock sign
Attachments: Eagle Project-Red Rock Trail signs.pdf

I have attached the summary of the red rock trail signs from the Eagle Scout, Joseph Spencer and a photo of the signs.

If I need to write something else to go with it, let me know.



--
Shanda Williams, CPRP
Parks & Recreation Superintendent
City of Mountain Brook
3698 Bethune Drive
Mountain Brook, AL 35223

T-205-802-3879

F-205-967-6522

[City of Mountain Brook Website](#)

[Mountain Brook Parks and Recreation Home Page](#)



Trail Marker Project Summary:

My name is Joseph Spencer, and I am a Junior at Mountain Brook High School. I am also a Scout with Troop 53 at Saint Peter's Anglican Church, and I would like to pursue the following for my Eagle Scout project.

My Eagle Project entails placing quarter mile markers throughout various trails in Mountain Brook. Over the past few months I have been coordinating and planning this project with Parks and Rec Superintendent Shanda Williams and prominent city architect Nimrod Long. Together we have walked the trail and have marked exact locations for each post. I have also been working with Carolyn Buck from the Freshwater Land Trust, Graham Smith, and Sally Worthen. The posts will be placed 2-4 feet off the trail in a visible yet unobstructed area. In total, the trail is 4.17 miles long. The Trail goes as follows:

1. Mountain Brook Elementary Field
2. Watkins Trail
3. Jemison Trail
4. Beechwood Road
5. Old Leeds Road
6. Irondale Furnace Trail

These markers will indicate to trail users how far they have traveled. Also, these markers will provide continuity along adjacent trails in Mountain Brook. From a safety standpoint, these markers aid the community as well. Each sign provided by the Freshwater Land Trust will have a QR code which can be scanned by smartphones in the event of an emergency. When scanned, three words will be displayed on the screen of its user. When the user reads these 3 words to the fire department, the exact location of the caller can be pinpointed. This information will improve the response time of emergency personnel.

Design: Working with Nimrod Long, we have determined the following design for the signs. The post will be made of 4"x4" pressure treated ground contact pine. Each post will be 72" in length, including 24" below ground and 48" above ground. The posts will also be stained

black and anchored in the ground with concrete. Below is a list of materials, supplies, and tools needed for this project.

Note: I will raise funds from family and my troop to fund this project, including the following materials, supplies, and tools. Also, in the interest of safety we request that the Parks and Rec auger the holes shortly before I and my troop install the signs.

Materials List each item, description, quantity, unit cost, total cost, and source. For donated items show value in cost columns. See example.

Item	Description	Quantity	Unit Cost	Total Cost	Source
Plywood	3/4", 4x8', B-C interior grade	3	20.00	60.00	ABC Hardware Donation
4x4 post	72" in length	20	9.88	197.60	Home Depot
fastener	#8 x1" Phillips Flathead Stainless Wood Scre	2	5.98	11.98	Home Depot
signs	Freshwater Landtrust	17	0	0	Freshwater LT
Concrete	Quikrete 50 lb Bags	12	6.98	83.76	Home Depot
Gravel	Quikrete All Purpose Gravel	5	5.97	29.85	Home Depot
Wood Stakes	Grade Stake (12pack) 1"x2"x1.5'	2	6.98	13.96	Home Depot
Bracing Wood	3"x1"x1/2"	6	1.57	9.42	Home Depot
Stain	BEHR DECKplus/Black/1 gallon	3	38.98	116.94	Home Depot
	Sales Tax			41.98	
Total cost of materials:				508.47	

Supplies List each item, description, quantity, unit cost, total cost, and source. For donated items show value in cost columns. See example.

Item	Description	Quantity	Unit Cost	Total Cost	Source
Plastic tarp	9' x 12', 2mil thick	2	4.00	8.00	ABC Hardware
Gloves	FIRM GRIP (3 Pack)	3	12.97	38.91	Home Depot
Garbage Bags	Husky 42 gallon contractor bags (50 pack)	1	29.97	29.97	Home Depot
water	16.9 fluid ounce drinking water/Niagra (24 pk)	3	4.98	14.94	Home Depot
Sandwiches	Chick-fil-a Sandwiches	20	5.08	101.60	Chick-fil-a
Buckets	5 gallon	4	4.48	17.92	Home Depot
Safety Glasses	3 Pack/Milwaukee	1	17.97	17.97	Home Depot
	Sales Tax			20.09	
Total cost of supplies:				243.40	

Tools

List tools and equipment that must be purchased or rented; with quantity, unit cost, total cost, source, and who will operate or use it. See example.

Tool	Quantity	Unit Cost	Total Cost	Source	Who will operate/use?
Circular power saw*	1	0.00	0.00	Mr. Smith	Mr. Smith
Auger	1	0.00	0.00	MB City/Parks and Rec	Member from City
5"x1/4" plastic post leveler	1	6.47	6.47	Home Depot	Scout
spudd bar (Husky 69")	2	39.98	79.96	Home Depot	Scout
Handheld Electric Drill	2	0.00	0.00	MB City/Parks and Rec	Scout
Shovels	2	0.00	0.00	MB City/Parks and Rec	Scout
Total cost of tools:			84.20 (w/tax)		



CITY OF MOUNTAIN BROOK

Dana O. Hazen, AICP
Director of Planning, Building & Sustainability
56 Church Street
Mountain Brook, Alabama 35213
Telephone: 205/802-3816
Fax: 205.879.6913
hazend@mtnbrook.org
www.mtnbrook.org

DATE: June 24, 2024

TO: Mayor, City Council and City Manager

FROM: Dana Hazen, Director of Planning, Building & Sustainability

RE: Conditional Use – Village Pet Grooming
2921 Cahaba Road (existing Village Pet Care - Veterinary)

See attached letter from the applicant regarding the proposed operational characteristics. It appears from the letter that the proposal meets the conditional use ordinance (see below) with respect to outdoor runs, overnight boarding and noise abatement.

There are a handful of unstriped parking spaces on-site (at the rear of the building) which should be sufficient for the employees of the proposed veterinary office. On-street parking along Cahaba Road will be utilized by patrons, and is shared with other retail uses and Brick & Tin. The grooming business will be closed on Saturdays and Sundays, thereby reducing the street parking demand on the weekends from the current parking generated by the veterinary practice on Saturdays.

The zoning ordinance requires council approval of a grooming use as follows:

“Section 129-192. Veterinary clinics/pet grooming, provided that there be no outdoor runs, and that business be conducted wholly within a building; no overnight boarding. Conditional review and approval shall ensure that sufficient areas for loading and unloading animals be provided, that appropriate measures be employed to minimize noise, odors, waste or other negative impacts incidental to operation of the business, and that the proposed use is compatible with the surrounding commercial and residential uses.”

June 12, 2024

Village Pet Care
2921 Cahaba Road
Mountain Brook Village

We would like to open Village Pet Grooming at the 2921 Cahaba Road location, where Village Pet Care is presently located. This would replace the current veterinary practice.

This business would be a grooming-and-bathing-only business with the following:

- Business Hours - 7am to 5pm, Monday-Friday (Closed Saturday and Sunday)
- No Boarding or Overnight stay of pets
- All pets will be housed indoors during business hours (No outdoor kenneling)
- 3 to 4 employees during peak hours
- All Employee Parking will be behind the building on private property (No City Street Parking)
- Expected number of clients during a peak hour - 2 to 3
- Estimate of 20 clients using street parking and rear parking throughout the day

Thank you,
Craig Martin





5536 DERBY DRIVE
BIRMINGHAM, AL 35210

Tel 205 536 7523
Fax 205 536 7527

blackjackhorticulture.com

A LANDSCAPE PROPOSAL FOR

City of Mountain Brook Villages
56 Church Street
Mountain Brook, AL 35213

6/4/2024

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>PRICE</u>
Enhancement			
Irrigation Installation			\$3,300.00
Irrigation Install	1.00	ea	
• This is a proposal to install irrigation to water planters on the Mayor's Deck at Mountain Brook City Hall			
○ Copper tubing will be used to hide the drip irrigation			
▪ This drip irrigation will run off of an existing zone on the irrigation system at City Hall			
Planter Installation			\$4,372.35
Labor	1.00	Labor	
• This includes labor for moving and setting the planters			
Planter	6.00	ea	
• This planter will a 'Frech wax' finish			
○ This will be available within 3 weeks as of 6/3/24			
• If a different finish is requested, it will be available within 8-12 weeks as of 6/3/24			
Mobilization	1.00	ea	
Seasonal Color Installation			\$3,060.46
Backfilling Planters	1.00	ea	
• After the planters are set, they will be backfilled			
Annual Flowers - ea	216.00	ea	
• Quantity represents flat count (18 flowers per tray)			
• Designers Choice			
Crossvine, Tangerine Beauty	6.00	3 gal	
• (6) Crossvine will be installed in the planters			
○ (1) per each planter			
• This includes a vine climbing kit for each planter			
Bagged topsoil	25.00	bag	
Mulch: Bagged Soil Conditioner	3.00	bag	
Annual Flowers- Chemical App	1.00	per app	
Mobilization and Freight	1.00	ea	
		<u>TOTAL</u>	<u>\$10,732.81</u>

Terms and Conditions:

A) Blackjack Horticulture agrees to furnish all labor, materials, and equipment for the above described work unless otherwise specified and is licensed and insured to perform such work.

B) Blackjack Horticulture warranties its workmanship for a period of one year against any defective or detrimental workmanship or

Initials

Opportunity Number: 12651

improper installation of material so long as Blackjack Horticulture is contracted by the owner to perform landscape maintenance services at the property. Plants will only be replaced one time under the terms of this warranty. Replacement plants are not warranted and liability does not exceed plant value. Sod is warranted for a period of 30 days after installation. Stated warranty specifically excludes but is not limited to, watering, damage due to watering practices, insects, disease, or other circumstances beyond our control arising after the installation. Blackjack Horticulture is not responsible for any damage resulting from watering or other restrictions imposed by public works entities or other civil authorities and does not warranty any planting not irrigated by an automatic irrigation system. Blackjack Horticulture is not responsible for and does not warranty plants that have been transplanted, uprooted, or otherwise disturbed/moved from their original location.

C) Blackjack Horticulture is not responsible for any subsurface obstacles or debris (i.e. rock) that may prevent plants, irrigation, masonry work, or any other part of the contract from being implemented as originally intended. Any excavation or removal of such items or any required re-design may result in additional charges to the owner. Blackjack Horticulture is not responsible for damage caused to any underground or hidden items not clearly guarded or marked.

D) The above proposal is a description of the work to be performed. Any item not specifically detailed above should be assumed to not be included unless otherwise stated. From time to time, certain types or variations of materials can become unavailable between the initial pricing of a proposed project and the time of construction/implementation. If a specific type, color, or size of material (i.e. plant types/sizes, masonry material color, stone, paver, etc.) is not available at the time of installation, a viable substitute that is as similar as possible to the original will be recommended to the owner along with any cost impact. Owner or owner's representative will be required to approve the change and any associated cost impact.

E) Blackjack Horticulture is not responsible for design flaws, errors, or omissions in a design provided by another party, nor is Blackjack Horticulture responsible for plant material, or any other material type, that does not survive or is not conducive to its location or use as required in a design or specifications by another party.

F) Final invoice will reflect actual quantities installed where applicable. If unit prices are provided, they are intended to give an approximate value to a specific item and do not always provide an exact price for additions and deletions. If material has been purchased for a project prior to a change being made, customer is obligated to pay for any cost associated with the material, any applicable freight/delivery, plus a 25% handling fee. If material has been installed prior to changes, customer is obligated to pay for the material in full at its original price, plus any costs associated with removing and replacing the material.

G) Customer agrees to pay Blackjack Horticulture a deposit in the amount of 35% of the total dollar amount listed above prior to commencement of work and further agrees to pay the remaining balance upon final completion of the work. Any project with a duration longer than one month may be subject to progress billing at the end of each month based upon completed work to date. All payments are due within the terms set forth on the invoice. Any past due payments are subject to late fees as detailed on the invoice.

H) Blackjack Horticulture reserves the right to engage the services of an attorney or collection agency in order to enforce the terms of this agreement and/or collect any late payments it may be due. Should this become necessary, any and all attorney or collection fees will be added to any previous amount owed Blackjack Horticulture and will be due and payable by the customer.

I) Prices good only if accepted within 30 days. In addition, Blackjack Horticulture cannot begin to schedule a project or include a project in planning and preparation stages until receiving a final, signed proposal and construction deposit.

J) By signing below, the customer represents that they are the responsible party for the agreement and its obligations and are legally able and authorized to enter into this agreement as the owner/customer, or on behalf of the owner. Customer further agrees with the terms and conditions set forth in this document and the description of work to be performed as described above and acknowledges that any other items outside the scope of work described above will be performed at an additional charge that becomes due and payable upon completion.

K) The contract price for this project has been calculated based on the current prices and availability for the materials required. However, the market for some of the materials that are specified herein is considered to be volatile, and sudden price increases could occur. The Contractor agrees to use his best efforts to obtain the lowest possible prices from available suppliers, but in the event of significant delay or an increase in the prices of specified materials beyond the Contractor's control that are purchased after execution of contract for use in this project, the Owner agrees to equitably adjust any specified time of completion and/or contract requirements as may be needed for completion and pay any difference between the originally priced material and any increase in costs to the Contractor. Any claim by the Contractor for payment of a cost increase, as provided above, shall be via written notice delivered by the Contractor to the Owner stating the increased cost, the building material, or materials in question for notice and approval by the Owner before Contractor proceeds further.

Initials

Jonathan Cannon
Blackjack Horticulture

Customer Signature

Date







Sam Gaston

From: Sam Gaston
Sent: Tuesday, June 18, 2024 1:22 PM
To: 'Heather Richards'
Cc: Steve Boone
Subject: RE: Possible Pre-Meeting item for discussion (Home Occupation)

Address? So, where did the zoning amendment come up? Isn't she in violation now?

Sam S. Gaston
City Manager
City of Mountain Brook, AL.
56 Church Street
P.O. Box 130009
Mountain Brook AL. 35213
(205) 802-3803 Phone
www.mtnbrook.org



From: Heather Richards [mailto:richardsh@mtnbrook.org]
Sent: Tuesday, June 18, 2024 1:10 PM
To: Sam Gaston <gastons@mtnbrook.org>
Cc: Steven Boone <boones@mtnbrook.org>
Subject: Possible Pre-Meeting item for discussion (Home Occupation)

Possible Pre-Meeting Item for Discussion for 06/24/24

RE: Home Occupation

The City has received several complaints (spanning over several years) from multiple homeowners regarding a home occupation within Mountain Brook. This home occupation generates significant traffic for the neighborhood. This is due to individuals attending the home occupation, parking along the narrow street, in front of houses, and individuals dropping off and picking up their children. The home occupation has grown significantly over the years and now offers multiple classes a day during the week for both adults and children with some classes having over 15 attendees. The residents of the neighborhood are concerned and upset regarding the traffic that is generated as a result of this home occupation. I would like to discuss amending the home occupation ordinance to further restrict uses concerning personal services in residences. If you are agreeable then we can follow these steps:

1. Discuss amending the home occupation ordinance at the pre-meeting for 06/24/24
2. If the council is in agreement, ask the Planning Commission to consider amending the home occupation ordinance.
3. After receiving the recommendation from the Planning Commission, the council can vote on the amendments to the ordinance (likely in August or September).

4. The amendment, if approved, could be effective January 1, 2025 to give any affected business owner(s) time to secure other venues for their business.

Heather Richards, CMC

City Clerk

City of Mountain Brook

P.O. Box 130009

Mountain Brook, AL 35213

Direct - 205-802-3823

Facsimile - 205-874-0611

Construction Change Order



SAIN
ASSOCIATES

Project N Woodridge Rd Sidewalk
Contractor CB & A

Project No. B-20240424-928
Date 6/19/2024

Contract Change Order # 1
Primary Item Valley Gutter

Description of Changes

The plans did not call for any valley gutter removal and replacement, but there are several sections in poor condition that the city would like to remove and replace with new infrastructure while this contractor is there on site. The project is a lump sum, but this additional work will be done by unit price per linear foot. This includes removal and replacement.

Contract Changes

<u>Pay Item</u>	<u>Description</u>	<u>Change</u>	<u>Price</u>	<u>Cost</u>
623A-901	Remov & Repl Valley Gutter	150	\$ 43.50	\$ 6,525.00
			\$	-
\$				6,525.00

	<u>Cost Impact</u>	<u>Days</u>
Original Contract	\$ 407,129.00	75
Previous CO Adjustments	\$ -	0
This CO Adjustment	\$ 6,525.00	0
Revised Contract	\$ 413,654.00	75

Requested by Tyler Sample - CB & A
Recommended by Matt Stoops - Sain

Approvals

Owner City of Mountain Brook

Signature _____

Name _____

Title _____

Date _____

Contractor CB & A

Signature _____

Name _____

Title _____

Date _____

ALDOT Concurrence Not Applicable



**MOUNTAIN BROOK FIRE DEPARTMENT - FIRE STATION NO 2
ALLOWANCE RECONCILIATION LOG**

Item	Approved Amount	Pending Amount	Total
ALLOWANCE #1 - SOIL, QUANTITY ALLOWANCE			\$115,200
Removal of unsuitable material and excess topsoil	174.00 \$ 16.00	\$2,784	
Replacement of unsatisfactory soil w/ engineered fill	118.00 \$ 20.00	\$2,360	
Lean Concrete at Footings	66.00 \$ 230.95	\$15,243	
Balance			\$94,813
ALLOWANCE #2 - RADIO, LUMP SUM			\$30,000
Balance			\$30,000
<i>UPON COMPLETION BY FIRE ACRAM SUB</i>			
ALLOWANCE #3 - GENERAL CONTINGENCY			\$25,000
REFERENCE BELOW			
Balance			\$25,000
ALLOWANCE #4 - MURALS			\$20,000
Balance			\$20,000
ALLOWANCE #5 - INFARED SAUNA			\$40,000
PCO #2 - Allowance #5 - Sauna		\$30,893	
Allowance #5 Reconciliation - See Contingency Log Below		\$9,107 (1)	
Balance			\$0
<i>SUNLIGHT</i>			
ALLOWANCE #6 - FRONT DOOR PULL SET			\$2,000
Balance			\$2,000

PRIME CONTRACT CHANGE ORDER			
	Approved	Pending	
OWNER CONTINGENCY			\$ 25,000.00
PCO #01 - West Parking Lot Proposal		\$ 151,808.82	\$ 151,808.82
Allowance #5 Reconciliation		\$ -	\$ 9,107.00
PCO #03 - Security Cubcontract		\$ 158,381.20	\$ 158,381.20
PCO #04 - Revision 3, 4, & 5		\$ -	\$ -
	Owner Contingency Subtotals	\$ -	\$ 310,190.02
Balance of Owner Contingency			\$34,107

All scan part of city budget shifted over to Stone