

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

**PRE-COUNCIL ROOM (A-106) CITY HALL
56 CHURCH STREET
MOUNTAIN BROOK, AL 35213
July 14, 2014 – 5:45 P.M.**

1. Little Hardware right-of-way Public Improvements – Dana Hazen. (See attached information. This item may be added to the formal agenda.)
2. Residents on Beech Circle and Beech Street to address the City Council about flooding and water runoff concerns. (See attached information. This item could be added to the formal agenda.)
3. Proposed amended Travel Policy – Steve Boone. (See attached information. This item could be added to the formal agenda.)
4. Proposed Health Screening Policy – Steve Boone. (See attached information. This item could be added to the formal agenda.)
5. Blue Print Birmingham presentation – Rick Davis of the Birmingham Business Alliance. (See attached information.)
6. Food/Fashion Truck Regulations – Dana Hazen. (See attached information.)
7. Lane Parke project update – John Evans.
8. One-time retiree payment authorized by RSA – Sam Gaston. (See attached information. Information includes costs for CIGNA retirees, too.)
9. Parking Pads and Right-of-Way Use Agreement for 100 and 110 Dexter Avenue – Steve Stine. (See attached information. This item could be added to the formal agenda.)
10. Cahaba River Park Eagle Scout project – Sam Gaston. (See attached information. This item could be added to the formal agenda.)
11. Proposed speed limit ordinance amendment for Highway 280 – Chief Cook. (See attached information. This item could be added to the formal agenda.)
12. Executive Session.



CITY OF MOUNTAIN BROOK

Dana O. Hazen, AICP
City Planner
56 Church Street
Mountain Brook, Alabama 35213
Telephone: 205/802-3821
Fax: 205.879.6913
hazend@mtnbrook.org
www.mtnbrook.org

DATE: July 10, 2014

TO: Mayor, City Council
City Manager
City Attorney

FROM: Dana Hazen, City Planner

RE: Park Lane, English Village
Public Improvements in Right-of-Way & Posting of 2-Hour Parking Signage

In conjunction with the Little Hardware relocation to the English Village site the property owner proposes the attached improvements in the Park Lane public right-of-way. These improvements are proposed to allow enhanced maneuverability for anticipated 18-wheel delivery trucks exiting the Little Hardware property via Park Lane.

The proposed improvements will result in the loss of one (1) of the twelve (12) public parking spaces along Park Lane. It should be noted, however, that the proposed on-site parking reconfiguration will result in one (1) additional on-site parking space. (On-site parking is non-conforming in that the approx 7,900 building square feet require 39 parking spaces; 21 exist on-site). So, while the on-street parking inventory is proposed at a loss of one (1), the parking provided for the Little Hardware demand is an equal sum when on-site parking is considered.

The proposal also includes a request to post 2-hour parking signage for the proposed eleven (11) public parking spaces along Park Lane. Public Works has indicated that the City has 2-hour parking signage that could be used for this location. An ordinance has been prepared should the council wish to adopt.



June 19, 2014

City of Mountain Brook
56 Church Street
PO Box 130009
Mountain Brook, Alabama 35213

Attention: Mr. Sam Gaston

Reference: Beech Street Drainage

Dear Mr. Gaston:

Please accept this letter as a proposal to provide Consulting Services on the above referenced project. The Detailed Scope is as follows:

1) HYDROLOGIC CONSULTING

The consultant will investigate drainage conditions in the Beech Circle drainage way. The Consultant will inspect the drainage way, evaluate the drainage impacts of the apartment development in the basin, evaluate the drainage way through Mountain Brook, and recommend improvements to address problem areas. The detailed scope is as follows:

- Meet with the Client and inspect the drainage way and problem areas
- Develop a project bas map from GIS information
- Obtain plans and drainage report of adjacent apartment development
- Study and evaluate drainage scheme of the apartment development and its impact on downstream conditions
- Evaluate drainage way - identify problem areas and develop improvement suggestions
- Prepare brief report and exhibits that depict recommended improvements/repairs
- Meet and present conclusions to the City

Lump Sum Fee \$13,500

Future Work

Should the City of Mountain Brook decide to move forward with certain improvements, the Consultant would prepare design plans or exhibits, as appropriate to facilitate the construction of the improvements. These improvements may be constructed by City forces or by a City-hired Contractor,

Payment Terms

The Consultant will bill the Client monthly based on work completed during the billing period. Work completed will be based upon a percentage of completion for Lump Sum Fees. The Consultant has the right to review and adjust fees annually subject to Clients final approval. Payments are due upon receipt. Additional services beyond the herein-described scope of work will be performed according to the attached schedule of unit rates, or alternately for an additional fee as agreed upon.

PROPOSAL ACCEPTANCE

SUBMITTED:

Consultant: Walter Schoel Engineering Company, Inc.

Signature: Walt Schoel III

Name: Walter Schoel III

Title: President

Date: June 19, 2014

ACCEPTED:

Client: City of Mountain Brook

Signature: _____

Name: _____

Title: _____

Date: _____

Schedule of Unit Rates – Effective Through 12/31/2014

Senior Principal		\$ 225.00 per hour
Principal		\$ 170.00 per hour
Chief Land Surveyor		\$ 150.00 per hour
Senior Project Manager		\$ 140.00 per hour
Project Manager 2		\$ 125.00 per hour
Project Manager 1		\$ 110.00 per hour
Senior Professional		\$ 120.00 per hour
Project Professional		\$ 105.00 per hour
Staff Professional		\$ 90.00 per hour
Senior Designer / Survey Draftsman / Specialist		\$ 90.00 per hour
Designer / Survey Draftsman / Specialist 2		\$ 80.00 per hour
Designer / Survey Draftsman / Specialist 1		\$ 70.00 per hour
Field Survey Party		\$ 150.00 per hour
Laser Scanning Field Crew		\$ 400.00 per hour
Laser Scanning Specialist		\$ 125.00 per hour
Intern/Support		\$ 55.00 per hour
Courier		\$ 25.00 per delivery
Transportation		\$ 0.50 per mile
Materials	(Stakes and Hubs)	\$ 0.35 each
	(Flagging)	\$ 2.50 per roll
	(Iron Pins and Caps)	\$ 5.00 each
	(Spray Paint)	\$ 5.00 per can

Printing and other reimbursable expenses will be charged at cost, and are not included in the fee basis described above. Sub-consultant invoices will be billed to the client at a rate of 110% of the sub-consultant invoice. Overtime rates may apply for work required during non-standard work hours.

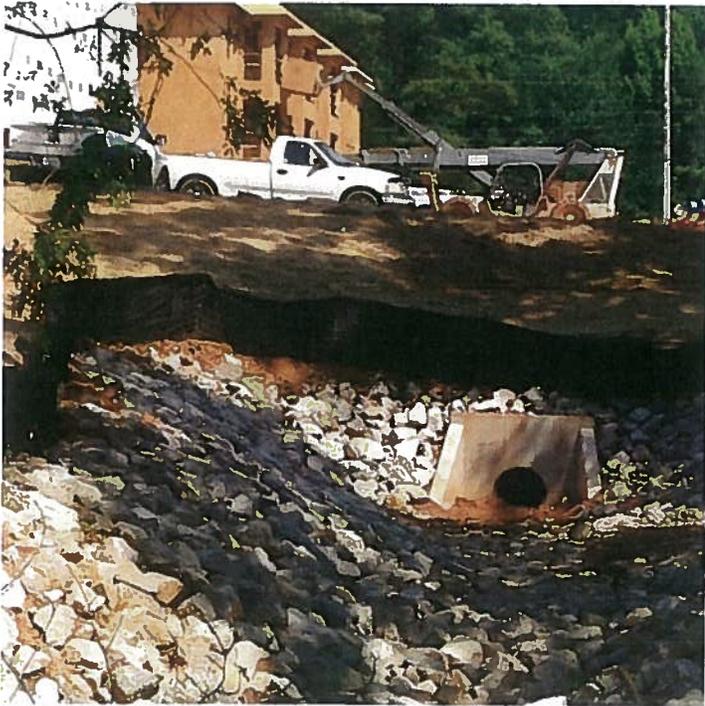
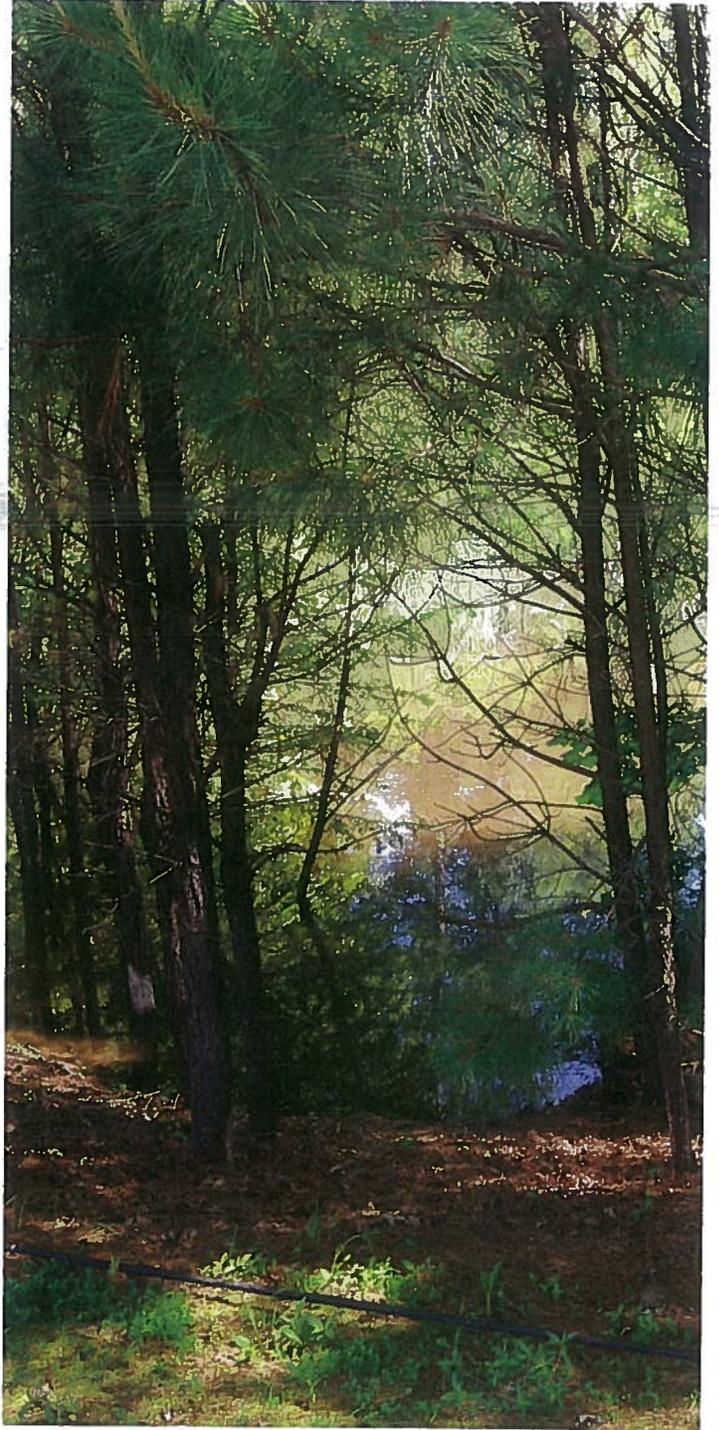
GENERAL TERMS AND CONDITIONS

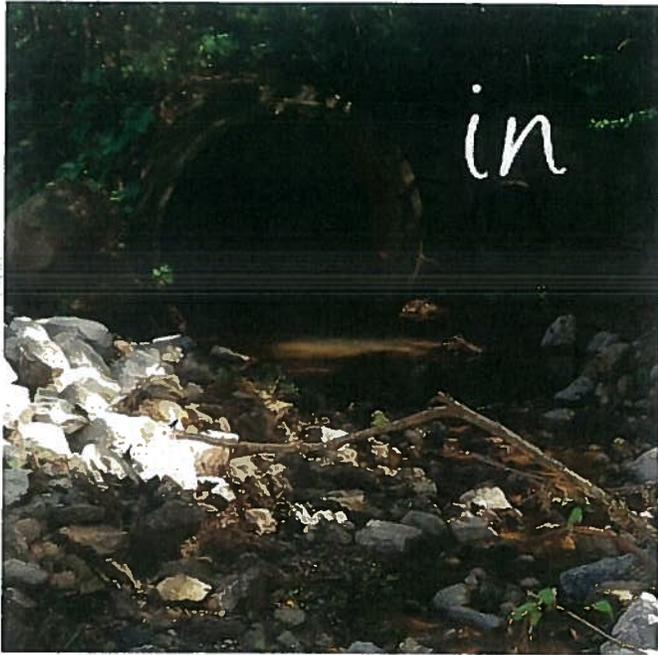
- 1) The Client hereby agrees that to the fullest extent permitted by law the Consultant's total liability to Client for any and all injuries, claims, losses, expenses of damages whatsoever arising out of or in any way relating to the project, the site, or this Agreement, from any cause or causes including but not limited to the Consultant's negligence, errors, omissions, strict liability, breach of contract, breach of warranty shall not exceed the greater of the total amount paid by the Client for the services of the Consultant under this contract or \$50,000.00, whichever is greater. The Consultant's liability shall expire one (1) year from the completion date of the provision of services for each phase of the work.
- 2) The figures given above and in the body of this Agreement are based on the Scope of Work as described herein. If the above outlined Scope of Services is changed, or if there are other services that may be requested by the Client, these additional services will also be performed at the above unit rates, or a revised fee will be negotiated to the satisfaction of both the Client and Consultant at that time. The Consultant reserves the right to adjust these unit rates for inflation costs on a one-year interval from the date of this proposal.
- 3) All reports, plans, documents, or other materials resulting from the Consultant's efforts shall remain the property of the Consultant and are intended solely for the purpose of this Agreement. Any reuse by Client of other for purposes outside of this Agreement or any failure to follow Consultant's recommendations without Consultant's written permission shall be at the users sole risk.
- 4) The Consultant shall not be responsible for construction site safety or construction procedures, nor will the Consultant be responsible for the quality of the work performed by the contractor or other consultant.

Beech Circle and Beech Street Water Hazard

The hydrologist estimated 300 acres of water runoff from the surrounding Birmingham areas of 52nd St, Montclair Rd, and St. Francis Xavier Church, all connect and enter our system at Beech Circle.







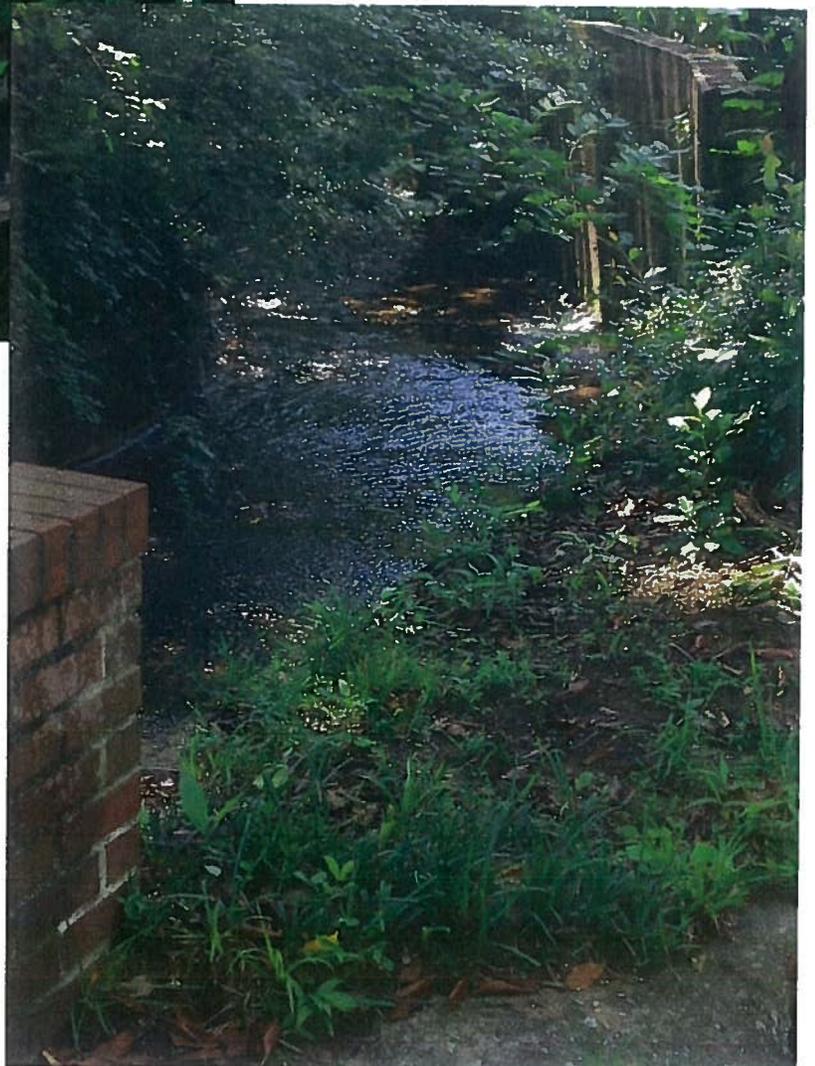


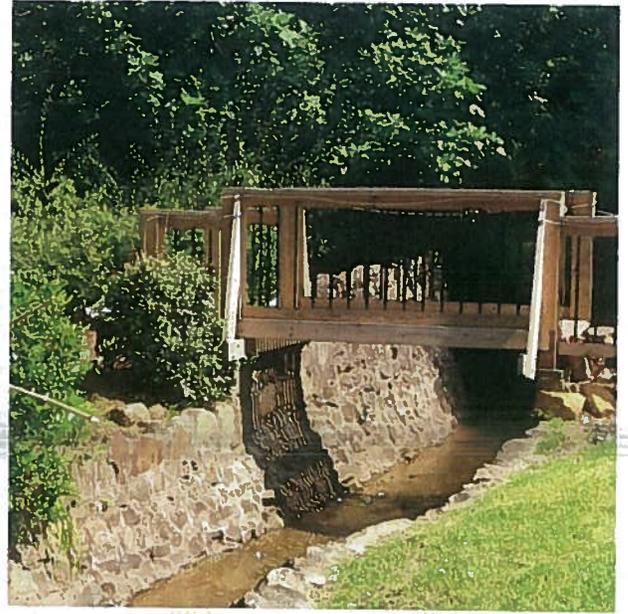
entry pt. runoff from Camellia - Mtgy dr

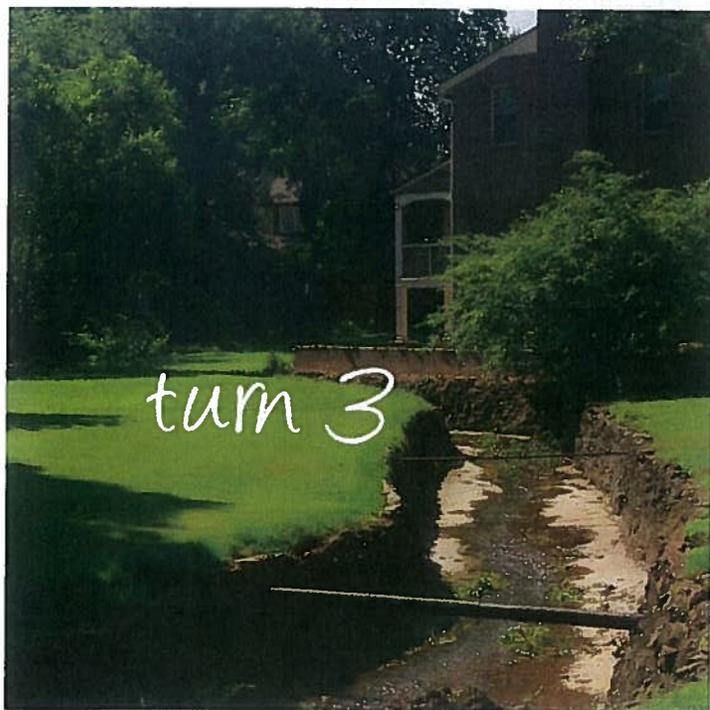




Not more than 2-3 ft
of wall at some
points along the
curved way...with
open and exposed
access points.



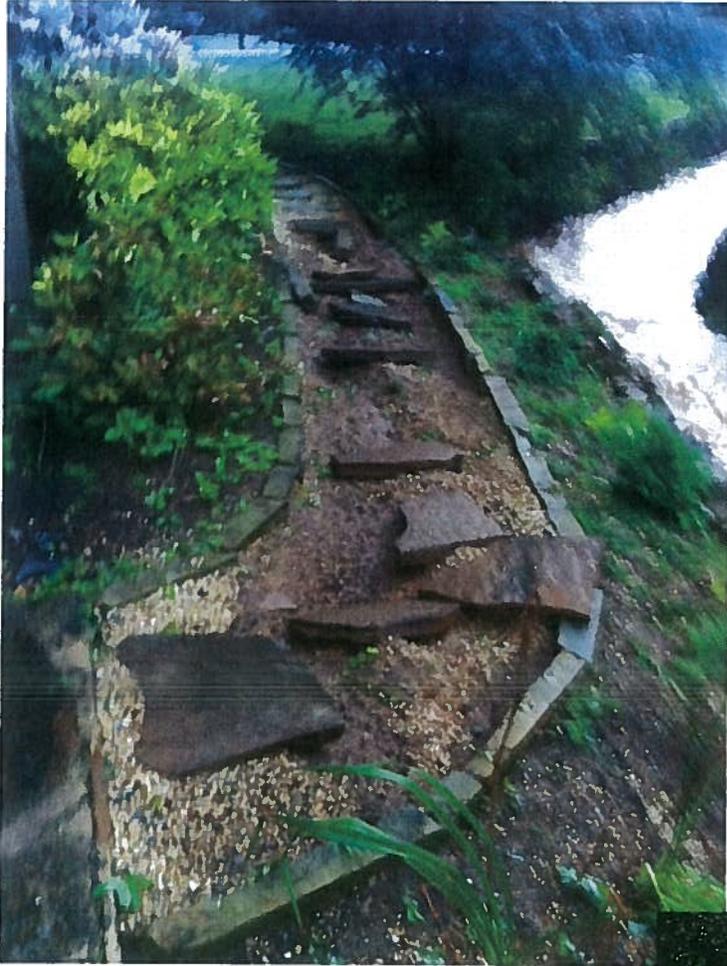




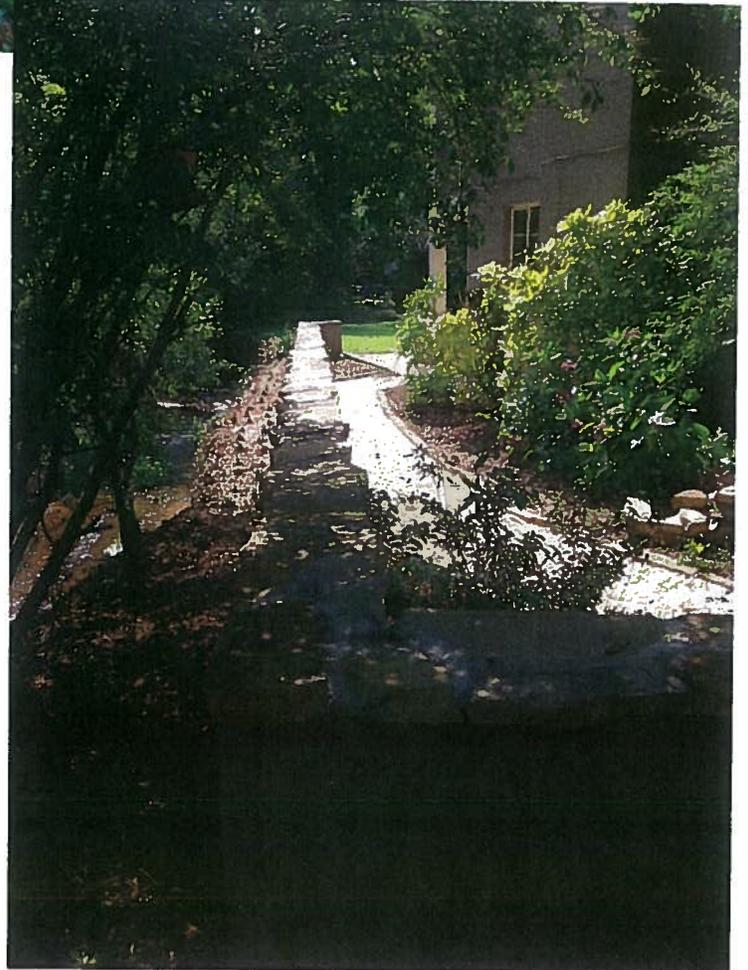
This drainage system, the majority of the time, or in periods without rainfall seems adequate. However; within a matter of minutes it can turn deadly and destructive.







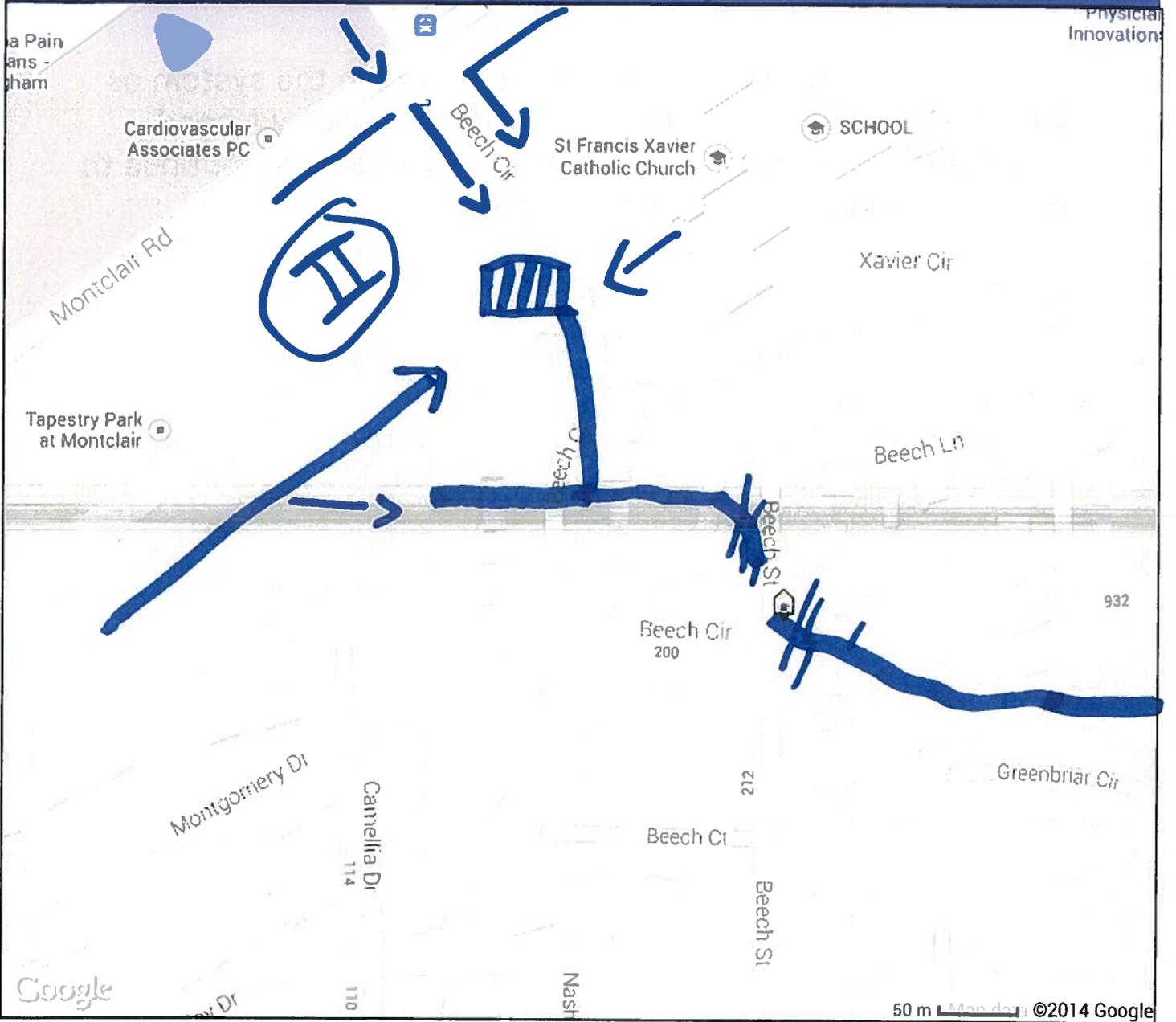
So we have tried to protect ourselves, our children and our property. We have built retaining walls, installed costly drainage systems, sump pumps, raised our walls and bridges.





Due to the increased volume of water entering the system as well as the speed and velocity at which it travels, we need intervention from our city government. We can not continue to battle this alone. The risk is too great.

Sincerely,
Beech Hill Neighborhood Residents



Beech Circle and Beech Street Water Hazard

The hydrologist estimated 300 acres of water runoff from the surrounding Birmingham areas of 52nd St, Montclair Rd, and St. Francis Xavier Church, all connect and enter our system at Beech Circle.



On Jul 11, 2014, at 9:07 AM, Sam Gaston <gastons@MTNBROOK.org> wrote:

Our pre-meeting on Monday will begin at 5:45pm in Room 106-A. Your group is the 2nd item on the agenda.

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
(205) 870-3577 Fax

From: Leah Rice [mailto:leah.rice@me.com]
Sent: Tuesday, July 08, 2014 6:18 PM
To: Sam Gaston
Subject: Re: Drainage

Yes, please. My husband Pryor, Randall Pitts and Matt Kilgore have said they can come. I am going to be at the beach, but I am happy to send you my "presentation". Again, we truly appreciate your support. What time do I need then to be there, should they come to the pre-meeting?

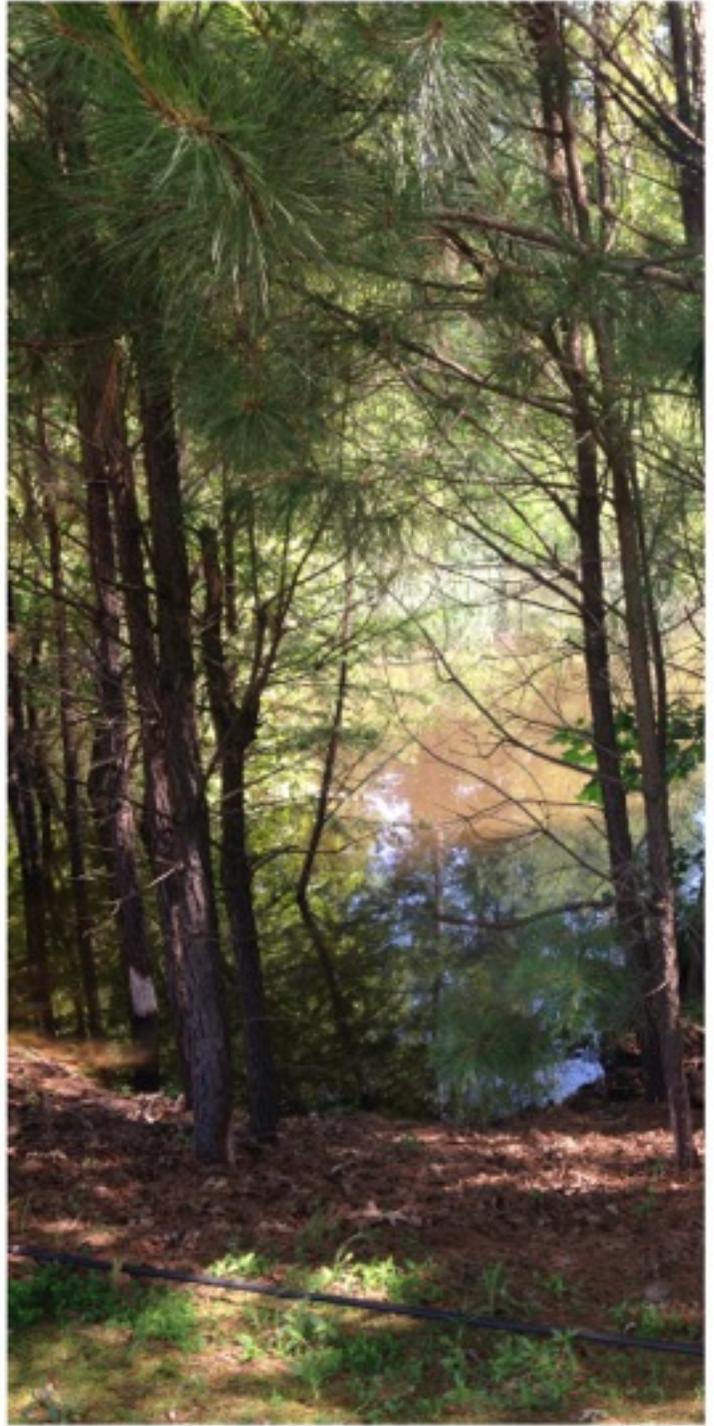
Thanks,
Leah
205-222-9266

Sent from my iPhone

On Jul 8, 2014, at 4:25 PM, Sam Gaston <gastons@mtnbrook.org> wrote:

Leah,
Do you want to come to our council pre-meeting on Monday, July 14th to discuss the drainage at Beech Street and Beech Circle?

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
(205) 870-3577 Fax

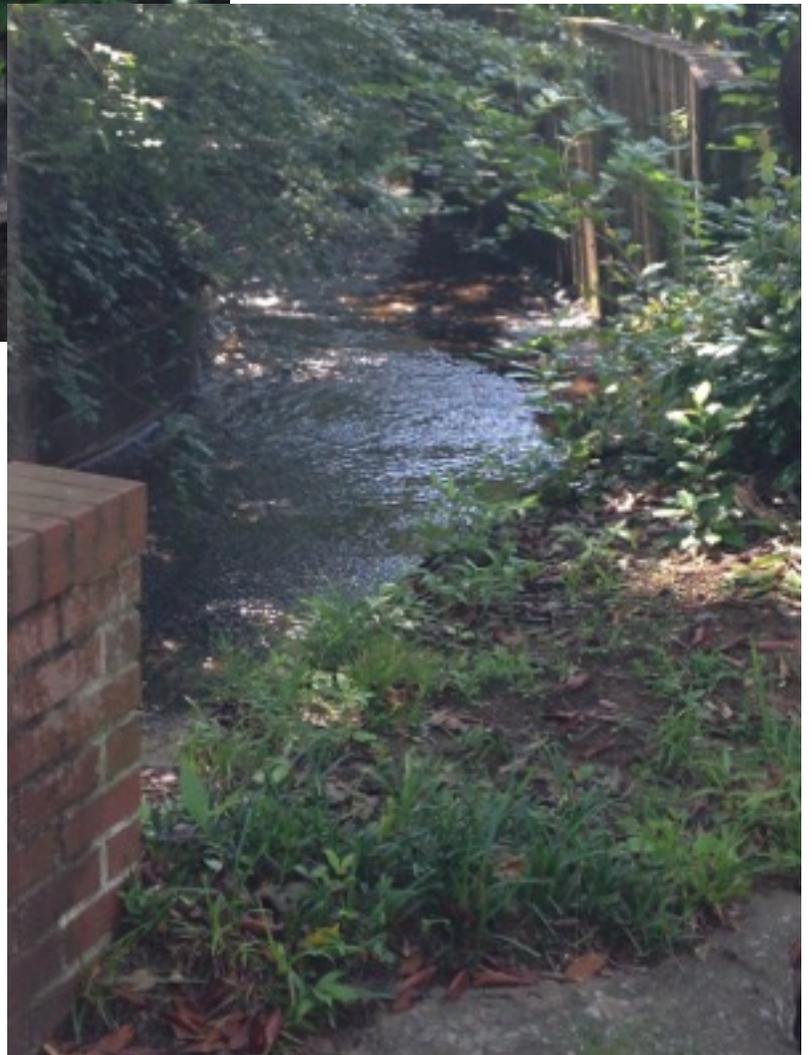


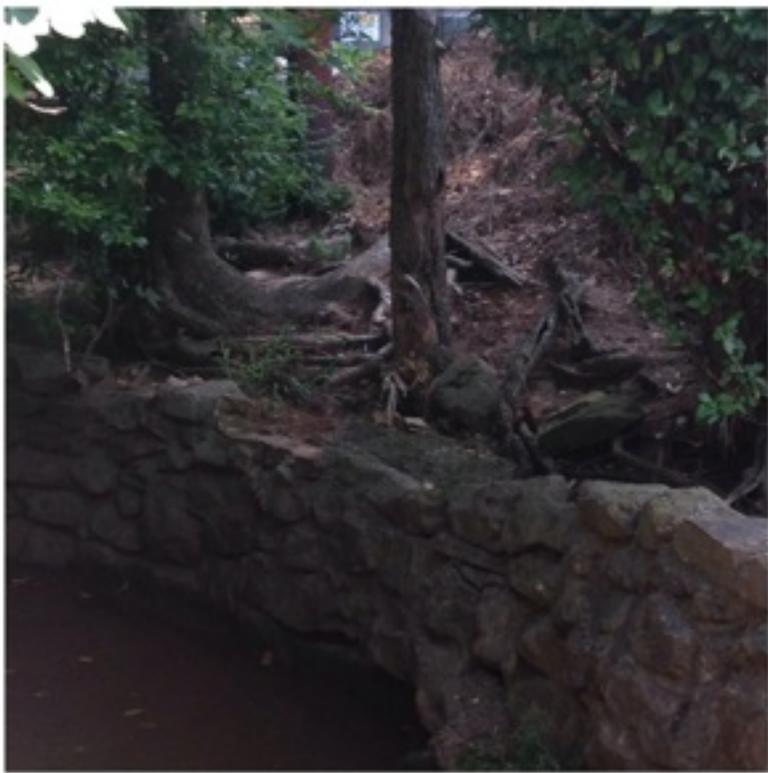






No more than 2-3 ft of wall at some points along the curved way...with open and exposed access points.







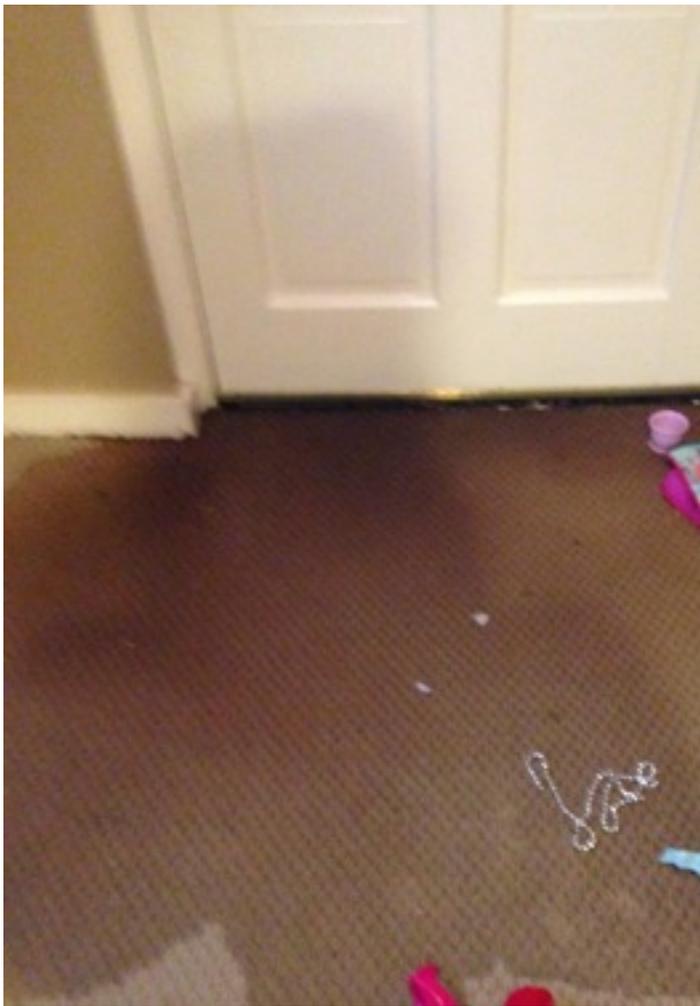


(Same view 3 different water levels)

This drainage system, the majority of the time, or in periods without rainfall seems adequate. However; within a matter of minutes can turn deadly and destructive.



Exterior damage

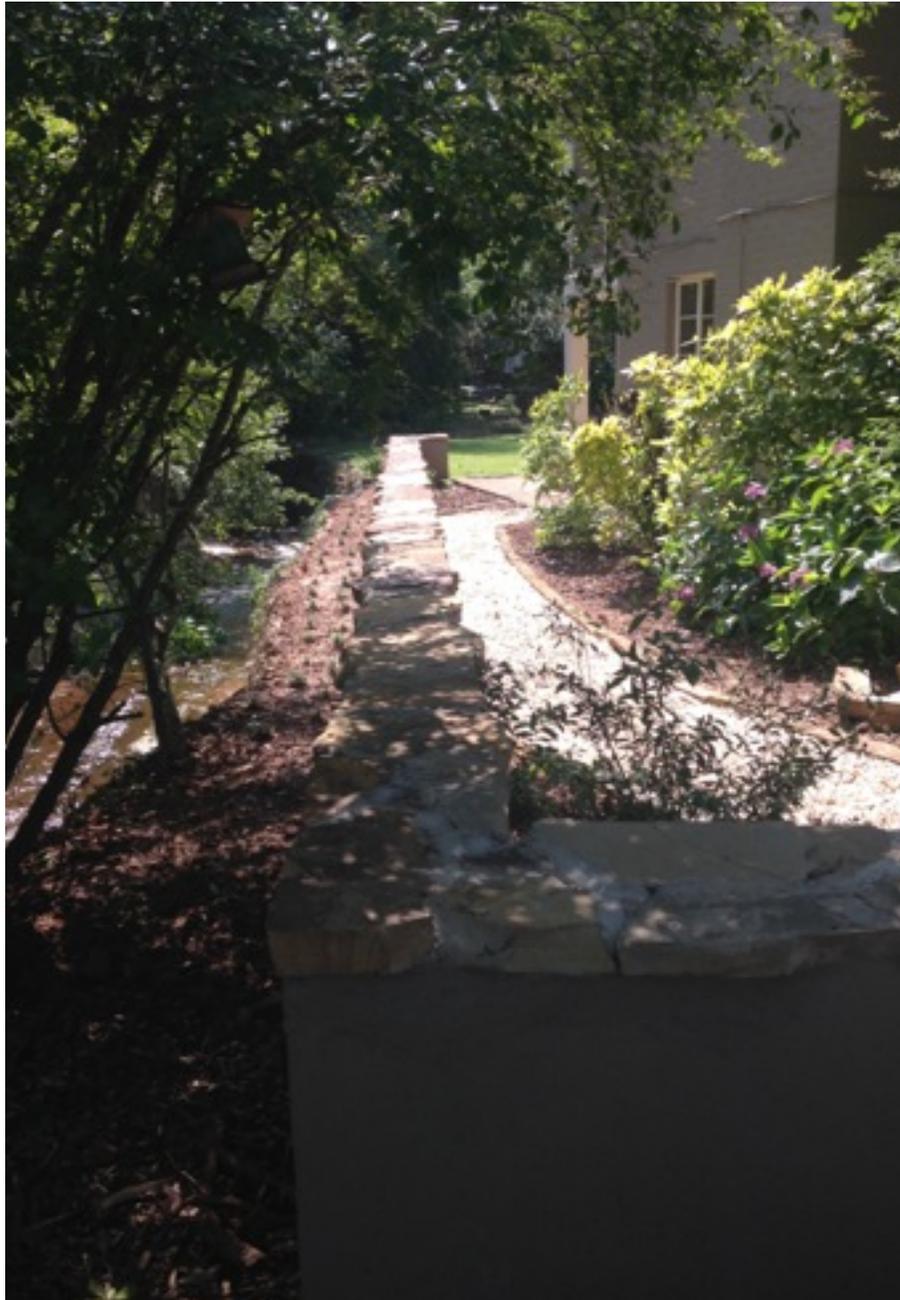


Interior flooding, water level was so high it seeped under the door.

Because of the increased frequency of these extreme flooding events, as well as, the everyday dangers, we have tried to protect ourselves, our children and our property. Home owners



have installed fences, costly drainage systems, sump pumps, raised our walls and elevated bridges that were destroyed.





Due to the increased volume of water entering the system as well as the speed and velocity at which it travels, we need intervention from our city government. We can not continue to battle this alone. There are currently 55 children under the age of 10, many under 5 years that live among the 4 “Beech” neighborhood streets. The risk is too great. We don’t want to wait until there is a tragedy to act.

Sincerely,
Beech Hills Neighborhood Residents

Business Travel Expenses

The City will reimburse employees for the reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in advance by the Department Head. Travel advances are generally considered unnecessary, however, if requested by an employee, must be approved by the City Council.

When approved, the actual cost of travel, meals, lodging and other expenses directly related to accomplishing business travel objectives will be reimbursed by the City. Employees are expected to limit expenses to reasonable amounts as approved by your Department Head.

Expenses properly documented with itemized receipts that generally will be reimbursed include the following:

- Airfare or train fare for travel in coach or economy class or the lowest available fare.
- Car rental fees, only for compact or mid-size cars.
- Fares for shuttle or airport bus service where available and costs of public transportation for other ground travel.
- Taxi fares, only when there is no less expensive alternative.
- Mileage costs for the use of personal vehicles at the standard mileage rate as defined by the Internal Revenue Service, only when less expensive means of transportation is not available.
- Cost of standard accommodations in mid-priced hotels, motels or similar lodgings. Additional lodging costs resulting from family members traveling with employees are not reimbursable by the City.
- Cost of meals, no more lavish than would be eaten at the employee's own expense and not to exceed \$60.00 per day including tips unless approved by the Department Head and City Manager. Itemized receipts are required for all meals, otherwise reimbursement shall be denied.
- Tips not exceeding 15% of the total cost of a meal or 10% of a taxi fare.
- Charges for telephone calls, facsimile and similar services required for business purposes.
- Charges for one personal telephone call each day.
- Charges for laundry and valet services (only on trips of four (4) or more days).
- Personal entertainment, ~~and~~ personal care items, alcoholic drinks, snacks and soft drinks are not reimbursable.
- Lodging accommodations shall not be guaranteed by way of advance payment by the City. Lodging accommodations shall be guaranteed with a [personal or city-issued] credit card.

When travel is completed, employees should submit a completed travel expense reimbursement report within ten (10) days of returning to work. Such report must be accompanied with receipts for all itemized business travel-related expenses.

Employees should contact their supervisor for guidance related to travel arrangements, expense reports, reimbursement for specific expenses, or any other business travel issues.

Abuse of this business travel expenses policy, including falsifying expense reports to

reflect costs not incurred by the employee, can be grounds for disciplinary action, up to and including termination of employment.

The Code of Alabama 1975

Section 36-7-1

Reimbursement of county or municipal officers or employees for traveling expenses - Itemized statement of expenses to be presented and approved.

It shall be unlawful for an officer or employee of a county, town, or city in Alabama to be reimbursed from the treasury of a county or municipality for expenses incurred by him or her while traveling or remaining beyond the limits of counties and municipalities in the performance of his or her duties incidental to the management or control of the affairs of the county or municipality unless the officer or employee presents and has approved as provided for in this article an itemized statement of all expenses incurred. Nothing in this article shall be interpreted as applying to the use of credit cards issued in the name of the municipality by municipal officers and employees beyond the limits of the municipality for which they work. Nothing in this article shall be interpreted as applying to the use of credit cards issued in the name of the county by county officers and employees beyond the limits of the county for which they work.

(Acts 1935, No. 457, p. 988, § 1; Code 1940, T. 41, §155; Acts 1993, No. 93-763, p. 1529, §1.)

Section 36-7-2

Reimbursement of county or municipal officers or employees for traveling expenses — To whom statement presented; approval or disallowance of statement.

When a municipality is governed by a commission form of government, such itemized statement shall be presented to the municipal comptroller or corresponding officer immediately upon the return of said officer or employee of such municipality and must be approved or disallowed at a regular meeting of the commission of such municipality held within a period of 30 days after presentment to municipal comptroller or corresponding officer. When a municipality is governed by a mayor and council, such itemized statement shall be presented to the treasurer of the municipality in similar manner as hereinabove provided for and shall be approved or disallowed at a regular meeting of the governing body held within a period of 30 days after presentment to the treasurer of the municipality. In the case of counties, such itemized statement shall be presented to the county clerk or corresponding officer in similar manner as hereinabove provided for and shall be approved or disallowed at a

regular meeting of the county commission held within a period of 30 days after presentment to the county clerk or corresponding officer of the county.

(Acts 1935, No. 457, p. 988, § 2; Code 1940, T. 41, §156; Acts 1969, No. 1110, p. 2046, § 1.)

RESOLUTION NO. 2014-

WHEREAS, the City Council of the City of Mountain Brook views its workforce as one of its greatest assets; and

WHEREAS, the City Council is genuinely concerned about the health and welfare of its employees; and

WHEREAS, the City Council seeks to promote early detection of potential health risks to enable its employees to live a longer, healthier life;

WHEREAS, health care benefit costs represent a significant expense for both the City and employees; and

WHEREAS, the State Employees' Insurance Board (SEIB) conducts annual Health Watch Wellness Screening events for all member agencies for the benefit of their employees to encourage healthy lifestyles, promote health awareness, and to detect early potential health issues. Participation in the wellness screening is completely voluntary; and

WHEREAS, SEIB requires that each employer group achieve an 80% participation rate in such annual Health Watch Wellness Screenings as one criteria for employer groups qualifying for reduced "Preferred" premium rates; now, therefore,

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that effective October 1, 2015, employees⁽¹⁾ who are documented by SEIB to have participated in the most recent Health Watch Wellness Screening⁽²⁾ as evidenced on SEIB's monthly medical premium invoice, shall be charged \$20 per month (\$10 biweekly) less than those employees who fail for whatever reason to participate in such Health Watch Wellness Screening. Eligibility for this program shall be based on participation only. No information from an employee's wellness screening is shared with the City of Mountain Brook.

Footnotes:

⁽¹⁾ Full-time employees hired after the SEIB Health Watch Wellness Screening cut-off date (generally May 31 of each year) shall not be required to undergo a health screening and shall automatically qualify for the lower medical premium withholding rate for the next fiscal year. Such waiver is available to each new hire only once and applies only for the year of hire.

⁽²⁾ Participation in the Health Watch Wellness Screening may be achieved by: 1) an employee's participation in the annual [SEIB] Health Watch Wellness Screening event conducted at the City, 2) undergoing a health screening performed by the Industrial Health Council conducted at the City, 3) undergoing a routine physical examination at a physician's office, or 4) undergoing a health screening at a participating pharmacy or other location designated by SEIB. Should an employee elect to be screened under options 2), 3) or 4) above, the screening provider must document the results of the health screening or physical examination on a form designated by SEIB and such form must be submitted to SEIB on or before the prescribed deadline designated by SEIB. If an employee's health screening is not documented or otherwise recorded by SEIB for any reason, the employee shall not be considered by the City to have met the criteria for the reduced medical premium withholding for the fiscal year.

ADOPTED: The ___ day of June, 2014.

Deleted: 9th

Council President

| **APPROVED:** The ___ day of June, 2014.

Deleted: 9th

Mayor

{B1786570}



birmingham**business**alliance

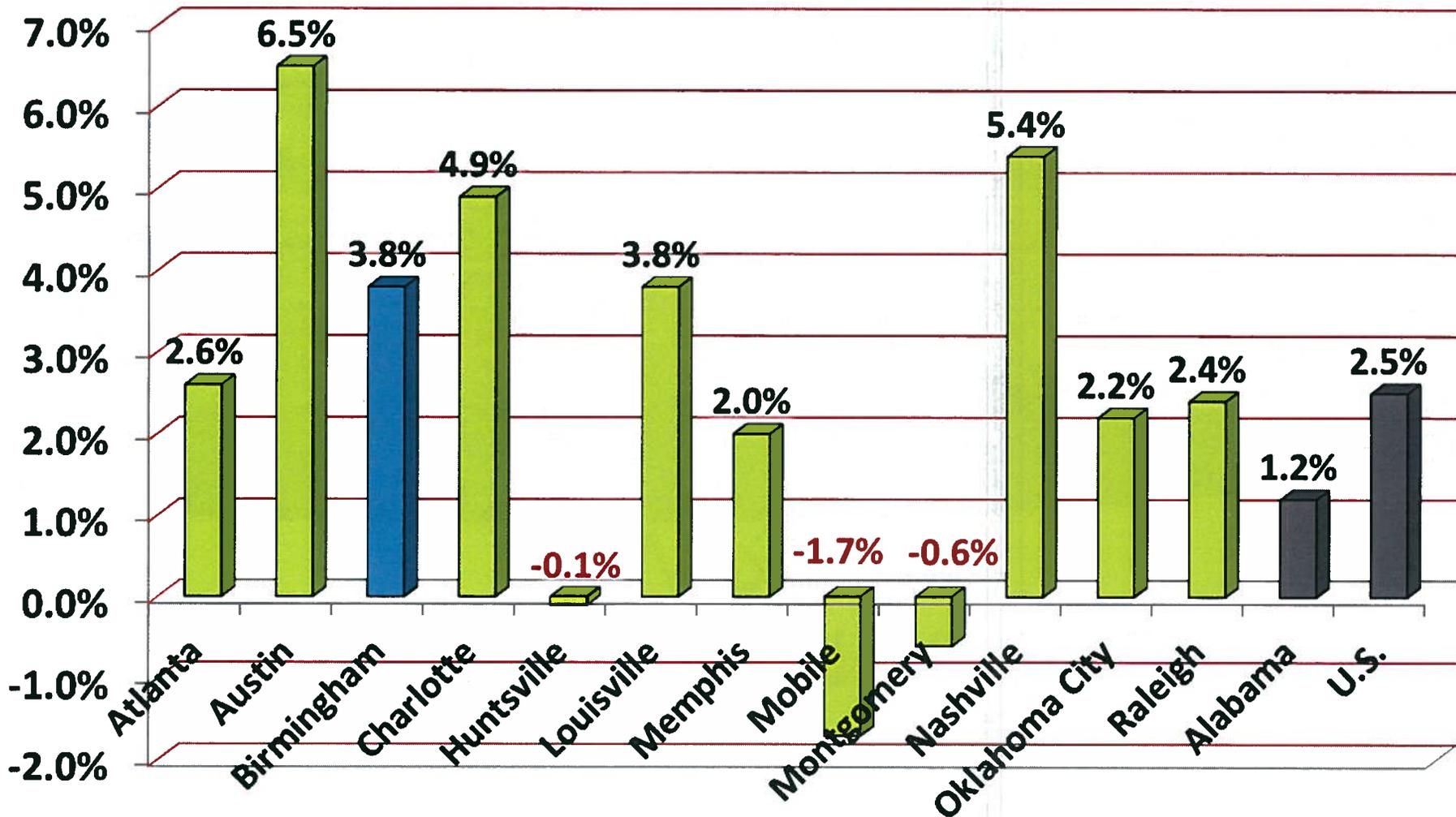
THE CHAMBER FOR REGIONAL PROSPERITY

BIRMINGHAM REGIONAL ECONOMIC OVERVIEW





2011 to 2012 Real Gross Domestic Product Percentage Change



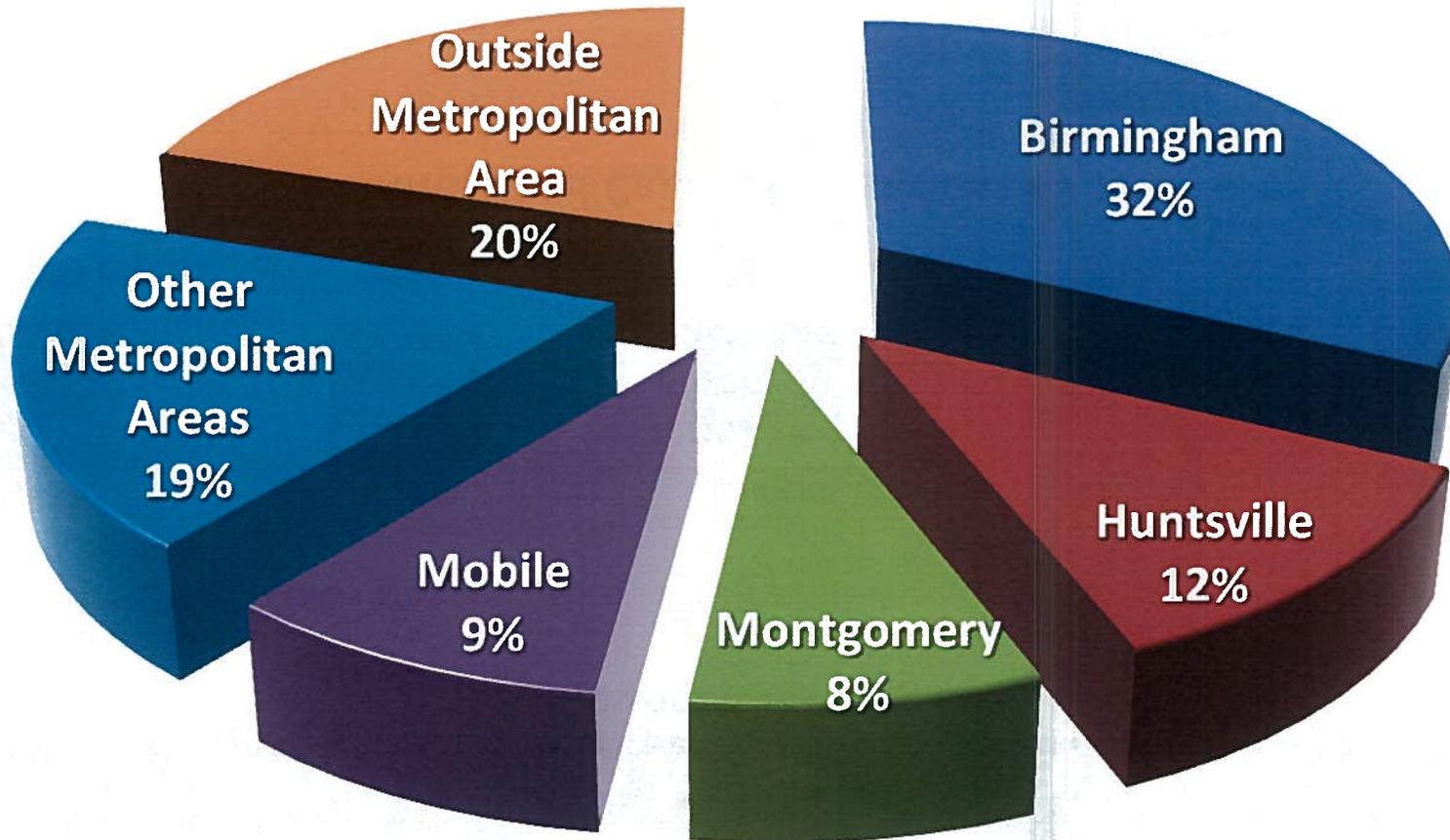
Source: U.S. Bureau of Economic Analysis



birmingham
businessalliance
THE CHAMBER FOR REGIONAL PROSPERITY



Metro GDP As A Percentage of Alabama GDP



Source: U.S. Bureau of Economic Analysis

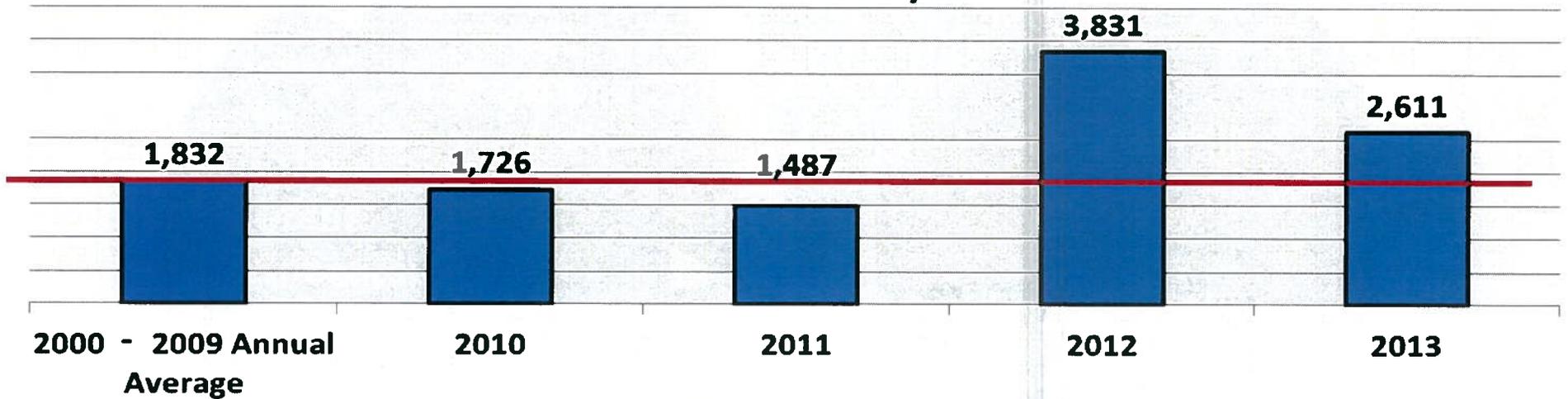


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THE CHAMBER FOR REGIONAL PROSPERITY

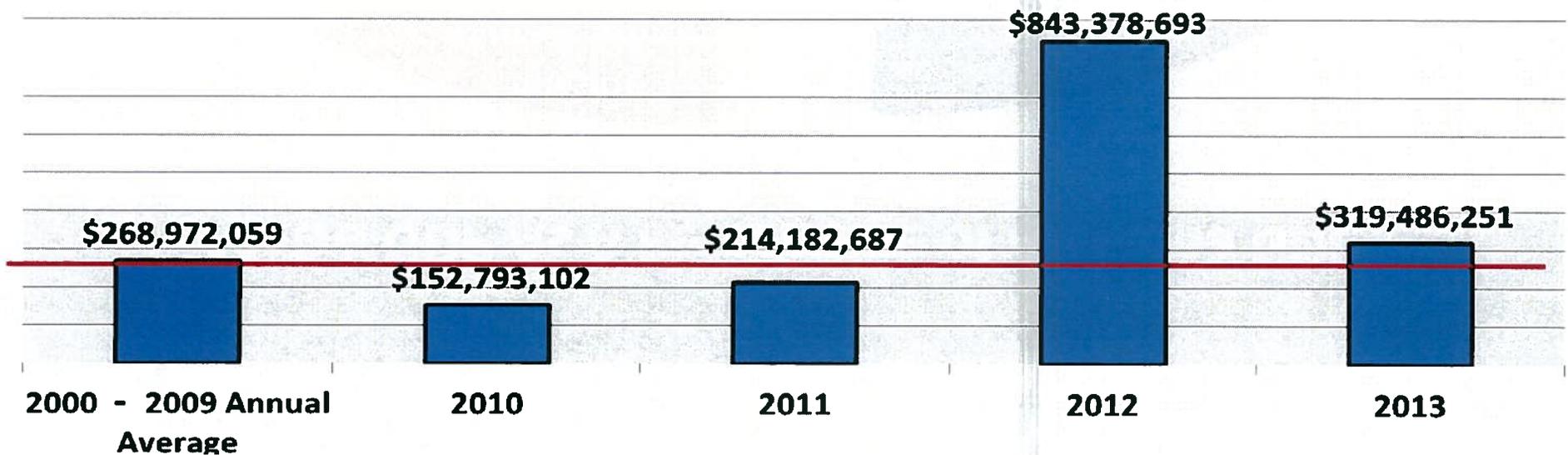


Birmingham Metropolitan Area

Announced Jobs By Year



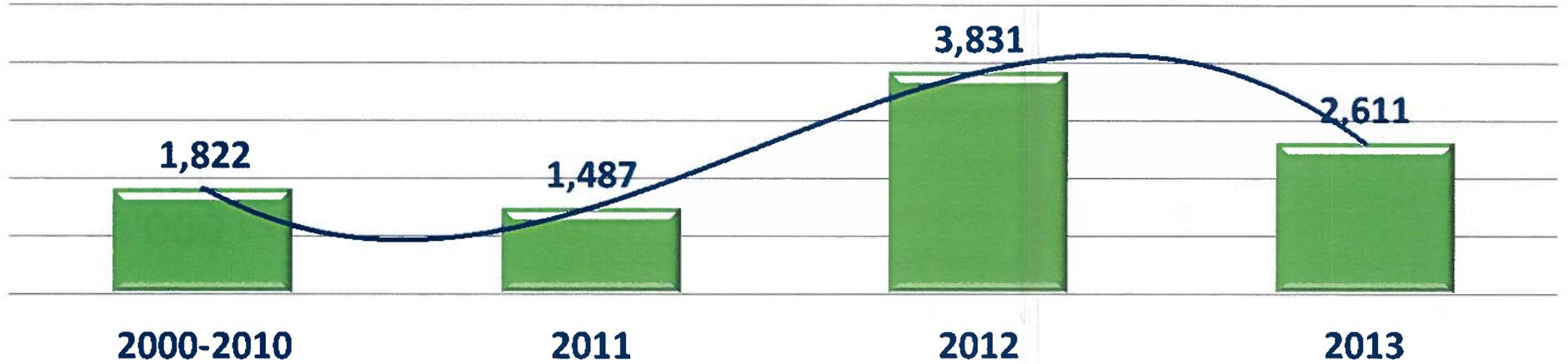
Announced Capital Investment By Year



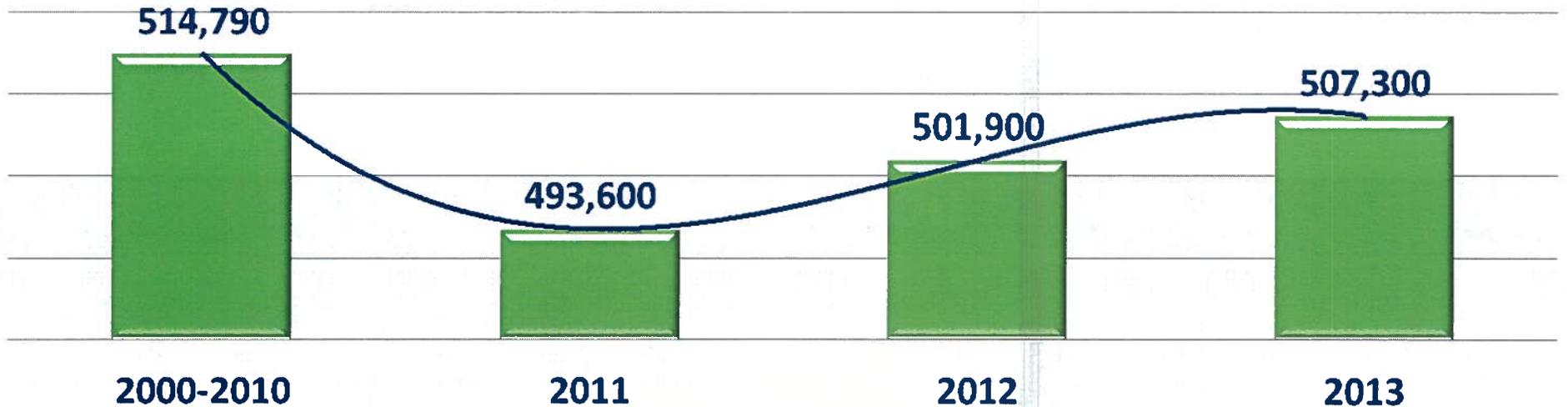


Announced Jobs vs. Employment

Annual Announced Jobs



Annual Average Employment





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THE CHAMBER FOR REGIONAL PROSPERITY

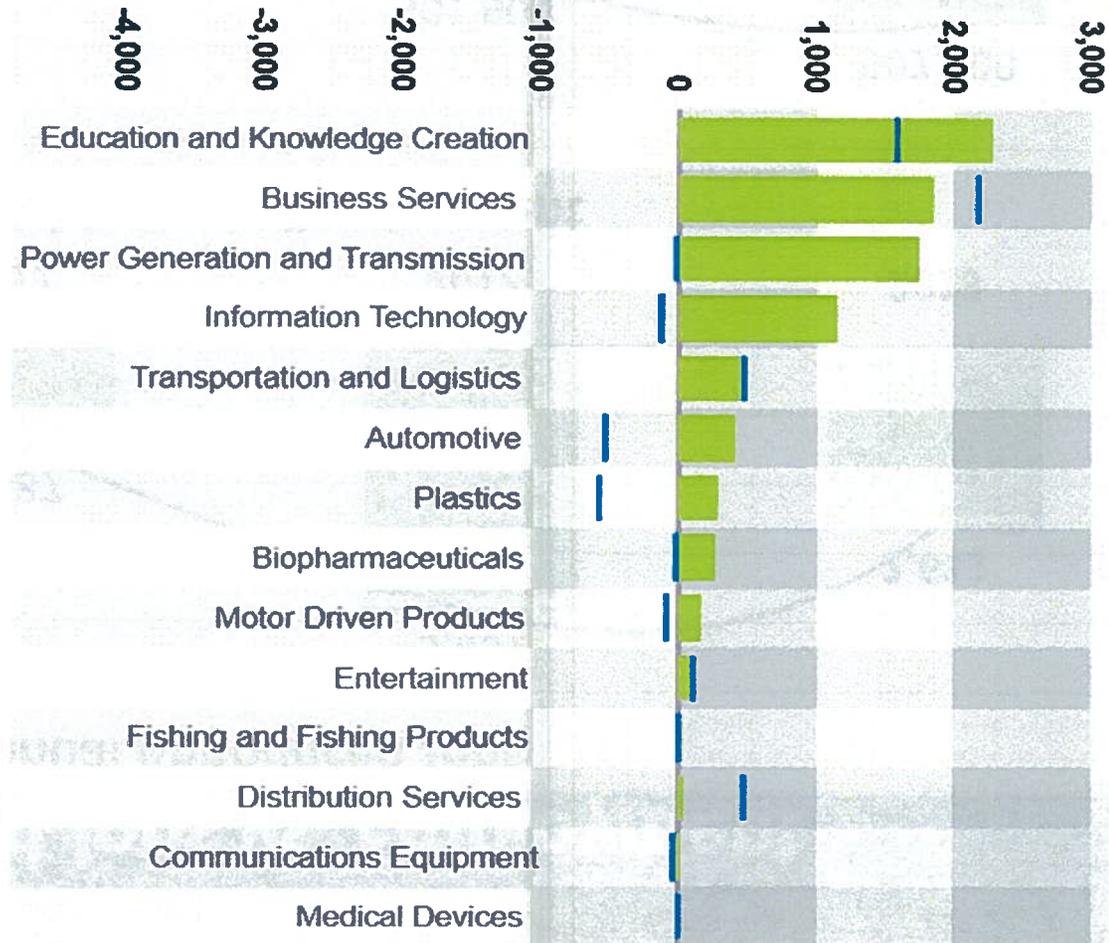


Job Creation

Technology
 Innovation drives
 Birmingham growth

~ 10,000 new jobs
 created

~ 50% are
 technology-driven



indicates expected job creation* at national trend

Source: 2000-2010 data, U.S. Cluster Mapping - Institute for Strategy and Competitiveness, Harvard Business School.



birmingham
businessalliance
THE CHAMBER FOR REGIONAL PROSPERITY



Evonik



alliance

A birminghambusinessalliance PUBLICATION



▶ Evonik's Innovation Center

Birmingham chosen for the
global powerhouse's first U.S.
medtech R&D center

(page 16)

JULY/AUGUST 2014



CITY OF MOUNTAIN BROOK

Dana O. Hazen, AICP
City Planner
56 Church Street
Mountain Brook, Alabama 35213
Telephone: 205/802-3821
Fax: 205.879.6913
hazend@mtnbrook.org
www.mtnbrook.org

DATE: July 11, 2014

TO: Mayor, City Council, City Manager and City Attorney

FROM: Dana Hazen, City Planner

RE: Draft Food Truck Ordinance

The attached village aerials depict the locations of parallel parking spaces which adjoin public sidewalks that are suitable for mobile vending (from a public safety standpoint). However, all of these spaces are on streets designated in the City's village overlay as "primary frontage streets," which the council has expressed a desire to exclude from allowable mobile vending locations.

If an ordinance is drafted to allow mobile vending only from parallel parking spaces that adjoin a suitable sidewalk, but prohibit mobile vending on "primary frontage streets" then it will effectively be prohibiting mobile vending in the public right-of-way altogether.

To this end I have drafted the attached ordinance which defines mobile vending as a vehicle, pushcart or other mobile device that stays in one place for more than 10 continuous minutes, or on any particular street or 600 feet from the starting point for more than 30 minutes. In other words, if a mobile vendor keeps moving (like the ice cream truck) then it is not considered a "mobile vendor" by definition of this ordinance; but if it "camps" in one spot then it is.

I have proposed that mobile vendors (as defined in the draft ordinance) be prohibited in the public right-of-way (since there is no logical place for them in the villages) and that they be allowed only on private property.

Changes to the attached draft ordinance are in red.

Draft

Mobile Vending Ordinance City of Mountain Brook July 14, 2014

Definition of Mobile Vendor: A vehicle, pushcart or other device in which wares or goods are kept or exposed for sale, or from which wares or goods are sold or offered for sale; and which remains upon any given point (or 50 feet from said point) on a public street, public sidewalk or public right-of-way for longer than a continuous period of 10 minutes, or remains on any such public street, public sidewalk or public right-of-way within 600 feet of said point for longer than a continuous period of 30 minutes.

Public Right-of-Way Sales

Mobile vending in the public right-of-way is prohibited.

Private Property Sales

Types of Wares permitted for sale: Any retail item permitted in the Local Business zoning district.

The property on which mobile vending is proposed must be zoned Local Business, Mixed-Use, Commercial Shopping, Office Park or Professional.

The mobile vendor must provide to the City written expressed consent from the owner to use the business property on which mobile vending is proposed; and must retain a copy in the mobile vehicle, pushcart or other device, along with the City business license and Health Department certificate.

Refuse containers shall be provided by the mobile vendor on or within 15 feet of the mobile vehicle, pushcart or other device; and it shall be the responsibility of the mobile vendor to clear the area of debris after vending; refuse shall not be placed in any private container without expressed written consent of the property owner.

City trash/recycling receptacles may not be used for mobile vending operations or for related customer-generated refuse.

Mobile vending shall not obstruct the use of any street intersection or pedestrian crosswalk, shall not impede the ingress or egress of any driveway, and shall not obstruct pedestrian space.

Mobile vehicles, pushcarts or other devices shall not be left unattended or stored at any time when vending is not taking place or during restricted hours of operation.

Mobile vending hours of operation shall be limited between 6:00 a.m. and 10:00 p.m.; and the mobile vehicle, pushcart or other device may be at any one location for no more than 3 continuous hours (including set-up and take-down of mobile vending operation).

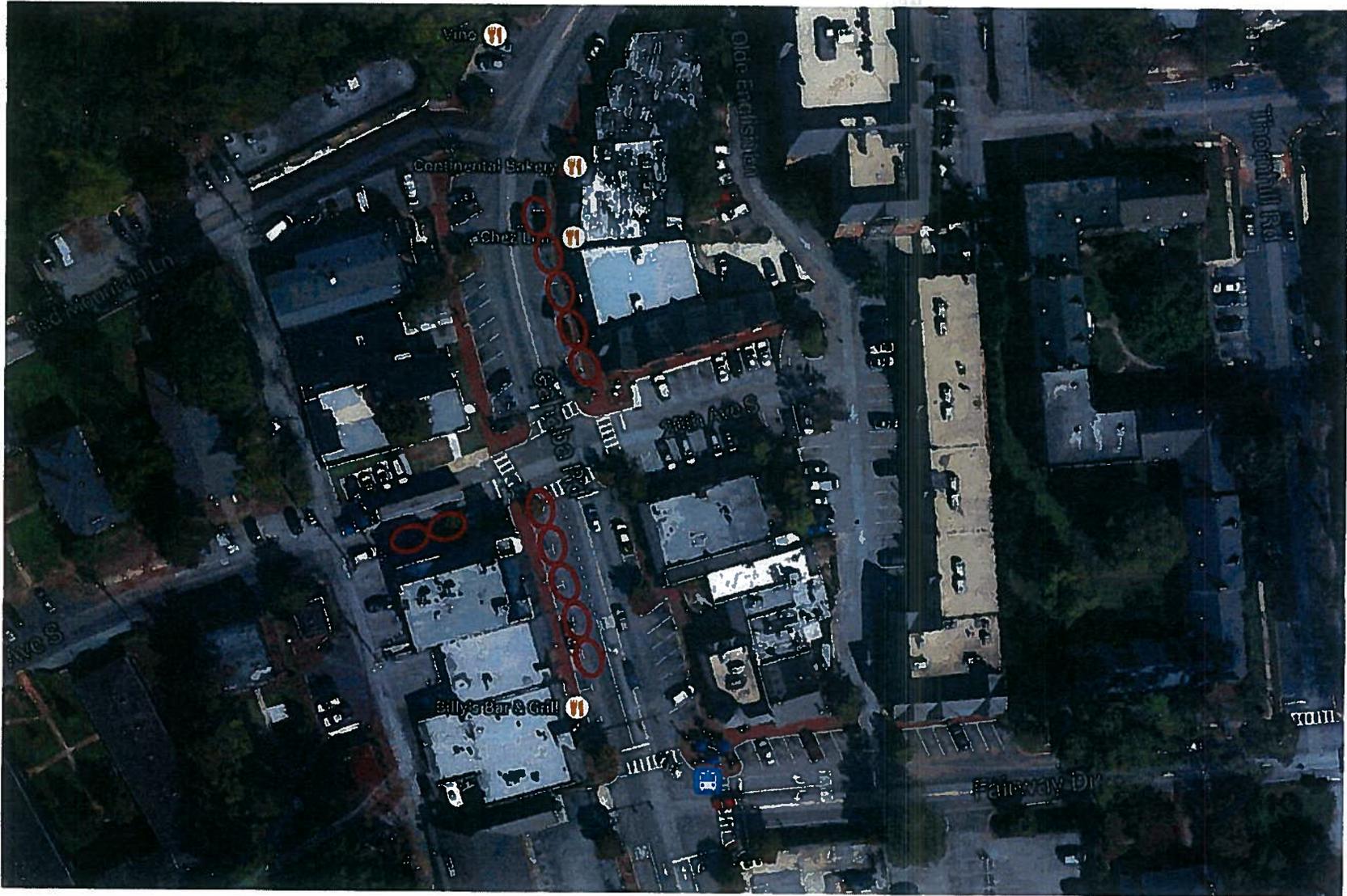
Noise limited to 70 decibels.

A mobile vehicle, pushcart or other device is permitted one moveable freestanding sign not to exceed 2 feet x 3 feet which must be contained on the private property. At no time shall any signage be placed within the public right-of-way.

Any power required for the mobile vehicle, pushcart or other device shall be self-contained. The mobile vehicle, pushcart or other device shall not draw its power from the public right-of-way. No power cable or equipment shall be extended at grade or overhead across any public street, alley or sidewalk.

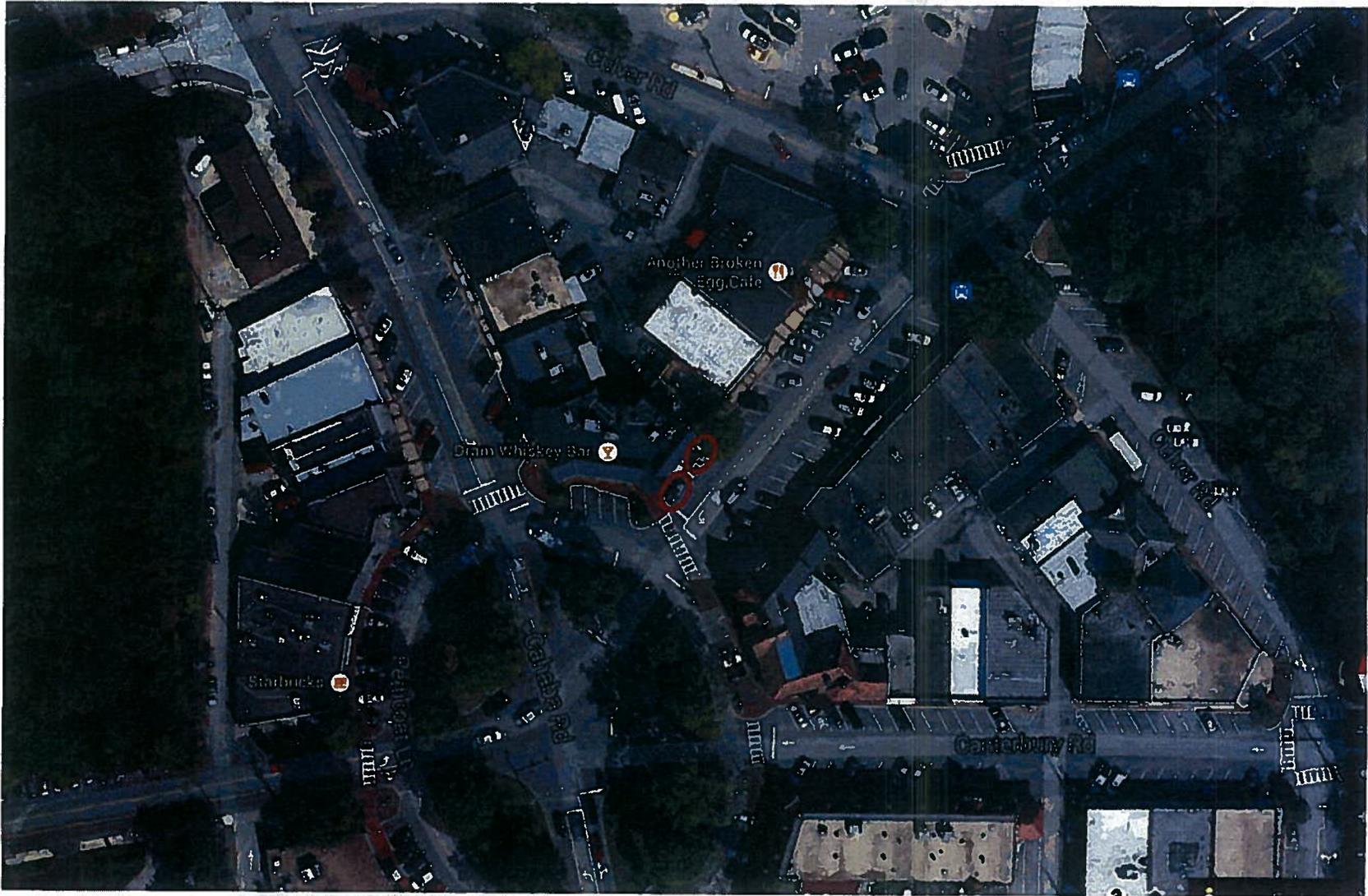
The mobile vehicle, pushcart or other device will be subject to inspection upon application for a business license and for any subsequent permits through the Fire Marshal, and may be subject to random inspection.

A Type-1 Commercial Hood, UL 300 compliant fire extinguishing system, K-Class fire extinguisher and ABC fire extinguisher shall be required when the cooking process produces grease-laden vapors. Hood, fire extinguishing system and fire extinguishers shall bear the appropriate current inspection tag.



English Village

Parallel spaces more than 50 feet from a lunchtime restaurant; however, all are within a Primary Frontage zone



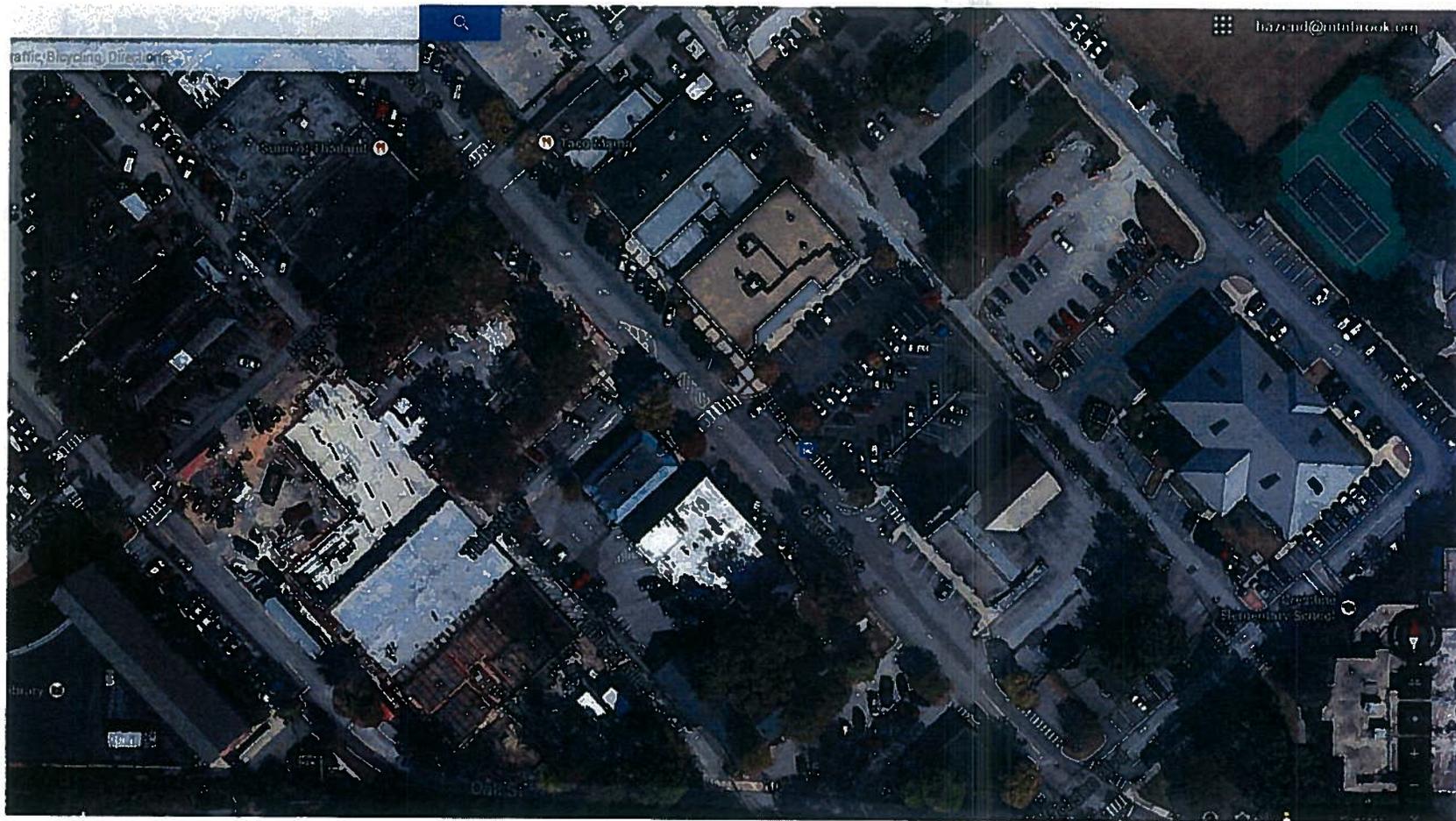
Mountain Brook Village (north)

Parallel spaces more than 50 feet from a lunchtime restaurant; however, all are within a Primary Frontage zone



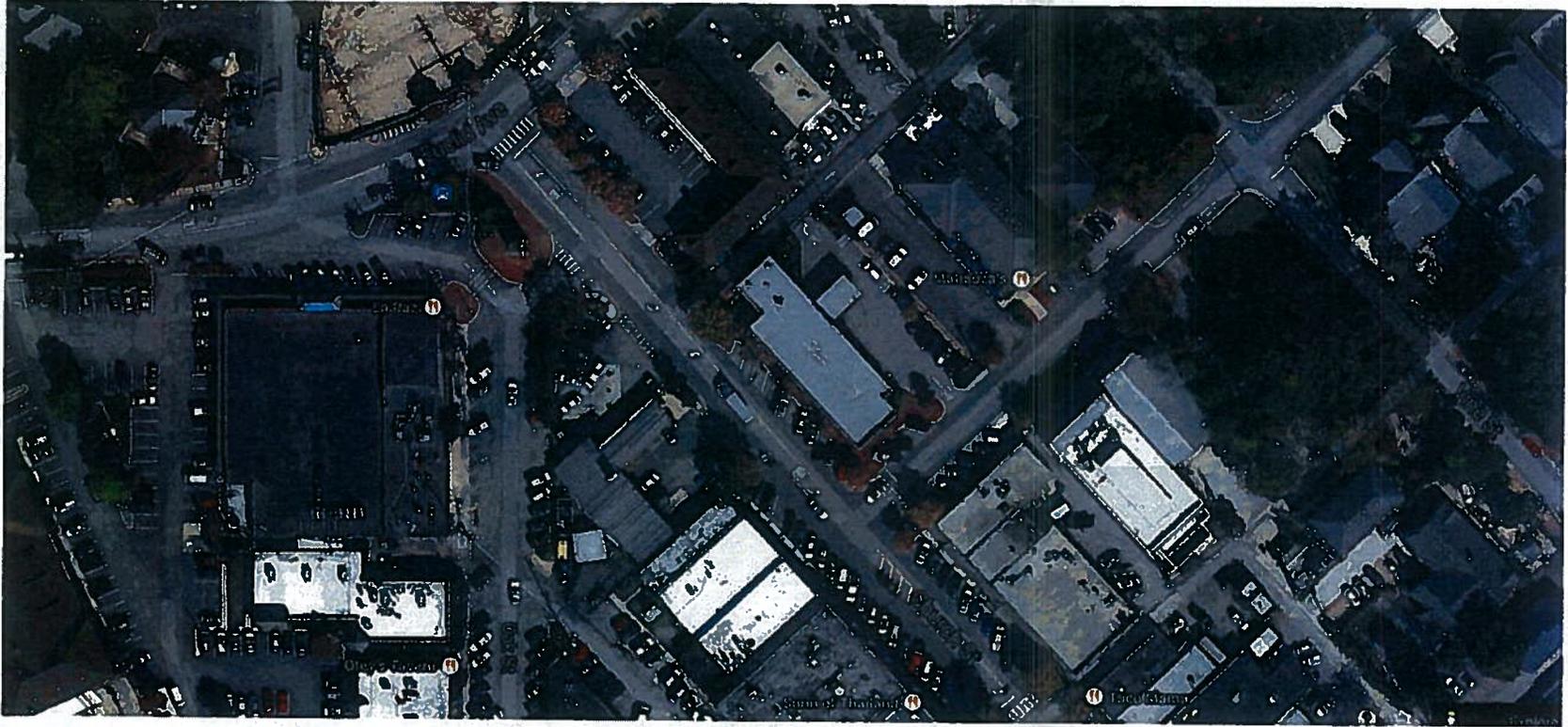
Mountain Brook Village (south)

Parallel spaces more than 50 feet from a lunchtime restaurant; however, all are within a Primary Frontage zone



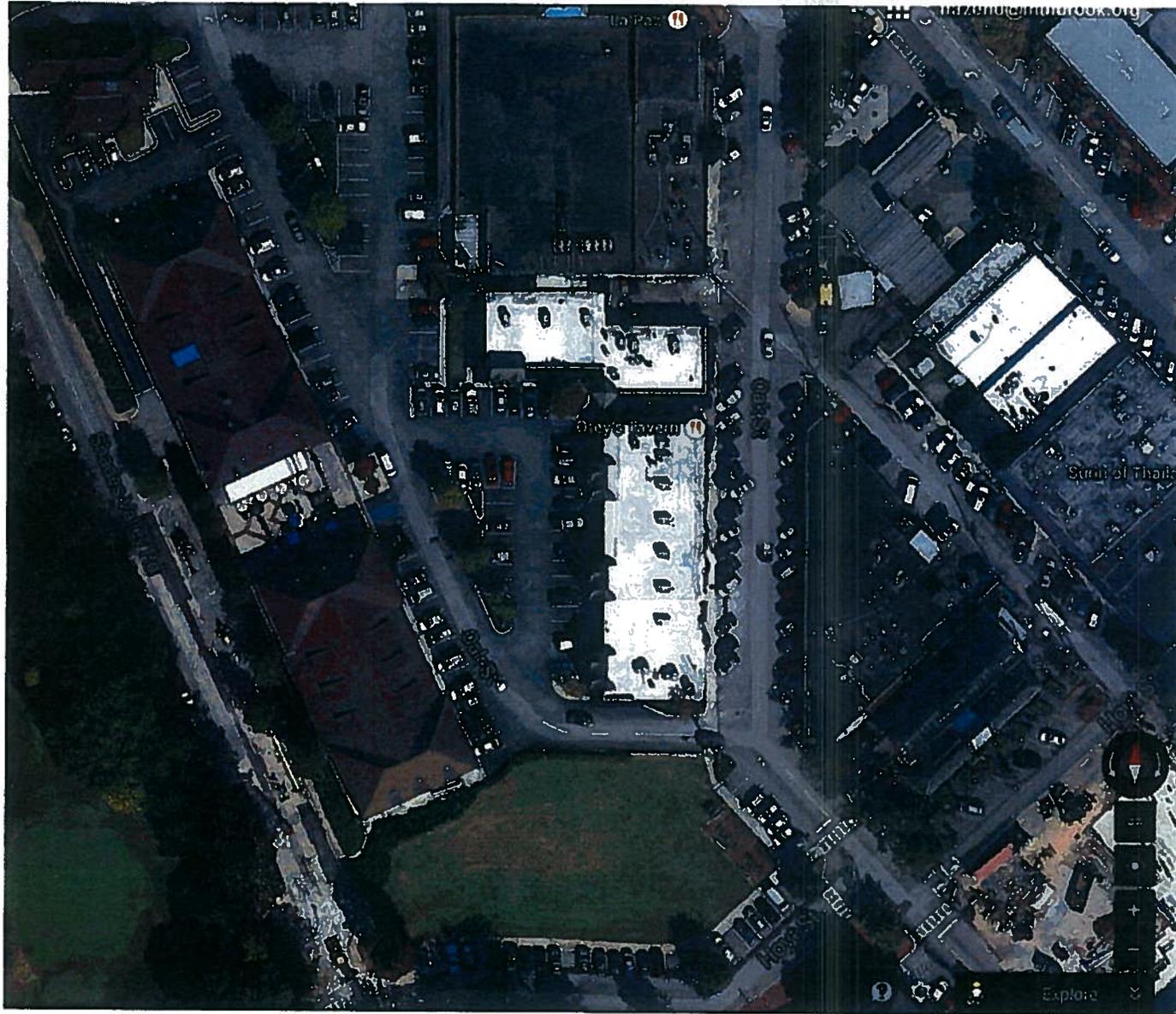
Crestline Village (southeast)

No parallel spaces



Crestline village (north)

No parallel spaces



Crestline Village (southwest)

No parallel spaces

Sam Gaston

From: Steve Boone
Sent: Tuesday, June 24, 2014 8:58 AM
To: Sam Gaston
Subject: Fwd: ARSEA Letter
Attachments: ARSEA Letter 5-16-14.pdf

RSA one-time bonus amounts by group:

City \$60,124
Library \$ 2,368
Park \$ 1,502
RSA Total \$63,994

To determine equivalent bonus for CIGNA retirees, I need to determine months of service for each living CIGNA retiree then apply the formula to each individuals months of service. I prefer not to go to that effort unless the Council determines that it wants to pay the bonus. Considering the 2015 bottom line is not known, the unfunded liability, and the \$600,000 BOE request, I doubt the Council will want to pay this bonus. We can revisit this issue later in July or even August when we have a bottom line. The bonuses will be paid in October.

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

From: LaTorya Mines <minesl@mtnbrook.org>
Date: Tue, Jun 24, 2014 at 7:25 AM
Subject: ARSEA Letter
To: Steve Boone <boones@mtnbrook.org>

Please find the attached document for your review/use.

--
LaTorya Mines
Parks & Recreation
City of Mountain Brook
minesl@mtnbrook.org
Ph: (205) 802-3877
Fax: (205) 967-6522



ALABAMA RETIRED STATE EMPLOYEES' ASSOCIATION | ALABAMA PUBLIC EMPLOYEES' ADVOCACY LEAGUE

May 9, 2014

Attn: Mountian Brook Park & Recreation Board

Having been signed into law, Act #2014-429 authorizes public boards participating in the Employees' Retirement System of Alabama to fund a one-time bonus for their retirees.

Using a sliding scale formula and based upon length of creditable service (\$2.00 a month x 12 months x years of service) retirees with 25 years of service, for example, would receive a bonus of \$600. Included in the legislation is a provision for those with less than 25 years, providing a minimum payment of \$300.

The importance of even this small, one-time addition to the benefits of your retirees can hardly be overstated.

There is a short window of opportunity for the public boards to approve the funding for this bonus. Unlike traditional cost of living adjustments (COLAs), the bonus cannot be approved in subsequent years. If not granted in 2014, it goes away forever. With that in mind, the following estimated cost of funding this one-time lump sum bonus is being provided to you now:

\$1,502

Per our legislation, RSA will pay the bonus in October for those public boards opting to grant it. RSA will then recoup the cost by adding it to each participating local boards' monthly employer contribution, beginning October 1, 2015. *(RSA will soon provide the actual cost and steps necessary to fund this bonus.)* If you have any questions please contact us at 334-834-9116.

CIGNA Retiree Roster

Act 2014-429 One-Time Bonus Calculation

Miniumum \$ 300.00
\$ 2.00

	Name	DOH	Retired	Mos Service	Bonus
1	Amason, CW	12/15/1963	10/1/1994	370.00	\$ 740.00
2	Bolvig, Jr., Axel	1/16/1987	6/30/1993	77.00	\$ 300.00
3	Bradburn, James	4/15/1953	9/30/1989	438.00	\$ 876.00
4	Carter, George M	6/17/1968	10/1/1994	315.00	\$ 630.00
5	Cole, Eugene	1/1/1965	2/1/1985	241.00	\$ 482.00
6	Dichiara, Joe	12/1/1964	10/30/1990	311.00	\$ 622.00
7	Falkner, James	1/24/1966	12/31/1991	311.00	\$ 622.00
8	Foster, William	4/16/1962	6/30/1993	374.00	\$ 748.00
9	Glass, Benjamin F.	4/16/1962	10/1/1994	390.00	\$ 780.00
10	Grigsby, Jewel	3/29/1956	6/30/1986	363.00	\$ 726.00
11	Hall, Peggy (Stone)	9/9/1977	9/9/1992	180.00	\$ 360.00
12	Hallman, Melvin	11/16/1953	9/30/1989	430.00	\$ 860.00
13	Hamaker, George	8/26/1968	5/31/1992	285.00	\$ 570.00
14	Harvill, Raymond	7/6/1971	11/15/1988	208.00	\$ 416.00
15	Hocutt, Bobby	8/30/1971	3/30/1990	223.00	\$ 446.00
16	Isbell, Bobby	12/8/1965	3/1/1987	255.00	\$ 510.00
17	Keith, Jr., Honor	6/25/1960	9/30/1990	363.00	\$ 726.00
18	Langston, Jr., Orbin	11/11/1966	12/30/1991	302.00	\$ 604.00
19	McCall, William	2/13/1967	2/29/1992	301.00	\$ 602.00
20	McCullers, Roger	4/27/1967	4/30/1987	240.00	\$ 480.00
21	Pate, Mary	1/1/1980	3/31/1991	135.00	\$ 300.00
22	Patterson, Bobby	1/24/1967	9/30/1990	284.00	\$ 568.00
23	Robert, Charles	10/5/1961	6/30/1993	381.00	\$ 762.00
24	Ross, Shelia (Hould)			0.00	\$ 300.00
25	Sanders, Louie	4/16/1962	10/1/1989	330.00	\$ 660.00
26	Taylor, Mary			0.00	\$ 300.00
27	Watkins, Kenneth	4/1/1969	10/1/1994	306.00	\$ 612.00
28	Yates, Betty	2/17/1965	3/1/1986	252.00	\$ 504.00
	Totals				<u>\$ 16,106.00</u>

Information Received f

Retirement Date: 1-1-9

Retirement Date: 3-1-9

****No records found for employees in Red**

from Kelly Roke with Prudential. She is not certain that Information is 100% accurate.

01. She is receiving a pre-retirement death benefit. The spouse was Theron Houlditch. I do not have a f
02. She is receiving a pre-retirement death benefit. The spouse was Alvin Marcrum. I do not have a file

JEFFERSON COUNTY }

STATE OF ALABAMA }

RIGHT-OF-WAY ENCROACHMENT AGREEMENT

This **Right of Way Encroachment License Agreement** (the “Agreement”) is entered this _____ day of _____ 2014, by and between the **City of Mountain Brook, Alabama**, a municipal corporation (hereinafter the “City” or “Licensor”), and **Kurt Zinn** and **Amanda Zinn** (hereinafter collectively, the “Licensees”).

W I T N E S S E T H:

WHEREAS, the Licensees represent that they own the real property located at 100 Dexter Avenue in the City of Mountain Brook, Jefferson County, Alabama (the “Property”);

WHEREAS, the Property abuts right(s) of way that is owned by the City and reserved for the use of the general public (the “City ROW”);

WHEREAS, the Licensees desire to install and maintain one parking pad at the location depicted on the attached Exhibit “A” (collectively hereinafter the “Improvement”), and intend that the Improvement will be used by the occupants of the Property or their guests;

WHEREAS, part or all of the area in which the Improvement will be installed lies within and encroaches upon the City ROW (hereinafter, the “Encroachment area”); and

WHEREAS, subject to terms, conditions and understandings herein, the City agrees to grant the Licensees a non-exclusive, revocable license to install and use the encroaching Improvement within the City ROW.

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

1. The City grants the Licensees a non-exclusive, revocable license to utilize the City ROW for purposes reasonably related to the construction, installation, maintenance and use of above-described encroaching Improvement within the Encroachment area (the “License”). No other uses of the City ROW are authorized.

2. The Licensees agree and acknowledge that this Agreement grants them only a license, not any interest, title, permanent right or estate. The grant made hereunder is personal to the Licensees and does not run with the land. Further, the Licensees agree to not claim any permanent interest in the Encroachment area by entering into this Agreement or by their use of any contemplated encroaching Improvement.

3. The Licensees agree to (a) keep the Encroachment area clean and free of debris, weeds or overgrown grass, (b) maintain the contemplated encroaching Improvement in good and sound

condition; and (c) not use the Encroachment area or any encroaching Improvement in a manner that creates hazards or causes damage to any third persons or adjacent properties.

4. The Licensees acknowledge that, in the event that the City, in the exercise of its sole discretion, determines that the Licensees' utilization of the Encroachment area or the Improvement conflicts with City's use or plans to use that area, it may revoke the License effective upon providing Licensees written notice from the Mayor, the City Manager or the City's other executive official. If the License is revoked, the City, in the exercise of its sole discretion, either (a) may request that the Licensees, at their expense, remove any encroaching Improvement and restore the City ROW to a condition that is reasonably satisfactory to the City within thirty (30) days after the receipt of notice of revocation, or (b) at the City's expense, may remove any encroaching Improvement placed by the Licensees in the Encroachment area. If the City revokes the License, the Licensees waive and release the City from any and all claims for expenses incurred by the Licensees to construct or maintain any Improvement in the Encroachment area.

4. The Licensees may not assign or transfer this Agreement (or any benefit, right or obligation hereunder) to any third party without advance written consent by the City, which consent shall not be unreasonably withheld.

5. All plans, designs and work to construct any contemplated encroaching Improvement shall be subject to review and approval of the City's Building Inspection Department, or such other department as the City may designate. Further, the Licensees agree that all operations related to their installation of any such Improvement will comply with applicable federal, state and local laws, ordinances and regulations (including but not limited to, license and permit requirements) that relate to those operations.

6. The Licensees shall not permit any mechanic or materialman's lien to be filed against the City or concerning the Encroachment area by reason of any labor, services, materials or equipment supplied or claimed to have been supplied to construct or maintain any encroaching Improvement (collectively, a "Lien"). If such a Lien is filed, then Licensees, after notice of its filing, promptly shall either (a) cause the same to be discharged by depositing adequate funds in court or issuing a bond; or (b) indemnify the City against any loss from a Lien by posting security or taking other actions that are reasonably satisfactory to the City.

7. The Licensees agree to indemnify, defend and hold harmless the City, and its officers, employees, and representatives (collectively for purposes of this provision, the "City"), from and against any claim, liability, loss, expense (including, reasonable attorney fees and costs of court), demand or action asserted against the City by any third party claiming personal injury, property damage or any other loss of any kind (collectively, a "Claim") that arises from or is in any manner related to (a) the Licensees' use of the License granted herein or the Encroachment area, or (b) any encroaching Improvement placed in the City ROW. The scope of this indemnification obligation includes Claims that are caused or allegedly caused in whole or part by the negligence of the City; provided that the Licensees shall not be obligated hereunder to indemnify the City for Claims that are caused by the gross negligence or willful misconduct of the City.

8. If the Licensees remove or substantially modify an encroaching Improvement after this Agreement is executed, they shall not replace or construct another or different Improvement or

structure in the City ROW without advance approval from the City; provided that nothing herein shall prohibit Licensees from maintaining, repairing or refurbishing any encroaching Improvement contemplated by this Agreement.

9. All notices that may be required to be given hereunder shall be deemed to have been properly given if in writing and (a) if personally delivered, or (b) sent either by registered or certified mail, postage prepaid, and addressed as follows, or by nationally recognized overnight courier to the following address:

To the City:
City of Mountain Brook, Alabama
Attention: City Manager
56 Church Street
Mountain Brook, AL 35213

To the Licensees:
Kurt and Amada Zinn
100 Dexter Avenue
Mountain Brook, AL 35213

Notices shall be deemed given upon receipt or refusal of delivery. The parties may designate an address for service of notice other than that shown above by providing written notice thereof.

10. Miscellaneous Provisions.

(a) This Agreement may not be amended or modified unless all parties execute a writing that is signed by their duly authorized representatives.

(b) The failure of the City to enforce any of the terms, conditions or provisions of this Agreement shall not be construed as a waiver of its right to subsequently compel enforcement of that or any other term, condition or provision herein. The rights, benefits and obligations under this Agreement may be waived only in a writing signed by the parties.

(c) This Agreement, and the conditions, terms and provisions herein, do not create, and are not intended to create or confer any benefit to any third party.

(c) This Agreement contains the complete agreement of the parties concerning the subject matter herein. Any prior negotiation, agreement or understanding, whether oral or written, concerning the matters addressed herein is superseded and of no effect unless expressed herein.

(d) This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Signature pages may be transmitted by facsimile or other form of electronic transmission, and any signature so transmitted will be given the same force and effect as an original signature

(e) If requested by the City, the Licensees shall record a fully-executed form of this Agreement in the real property records of the Probate Court for Jefferson County.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date hereinabove set forth.

ATTEST:

CITY OF MOUNTAIN BROOK, ALABAMA

City Clerk

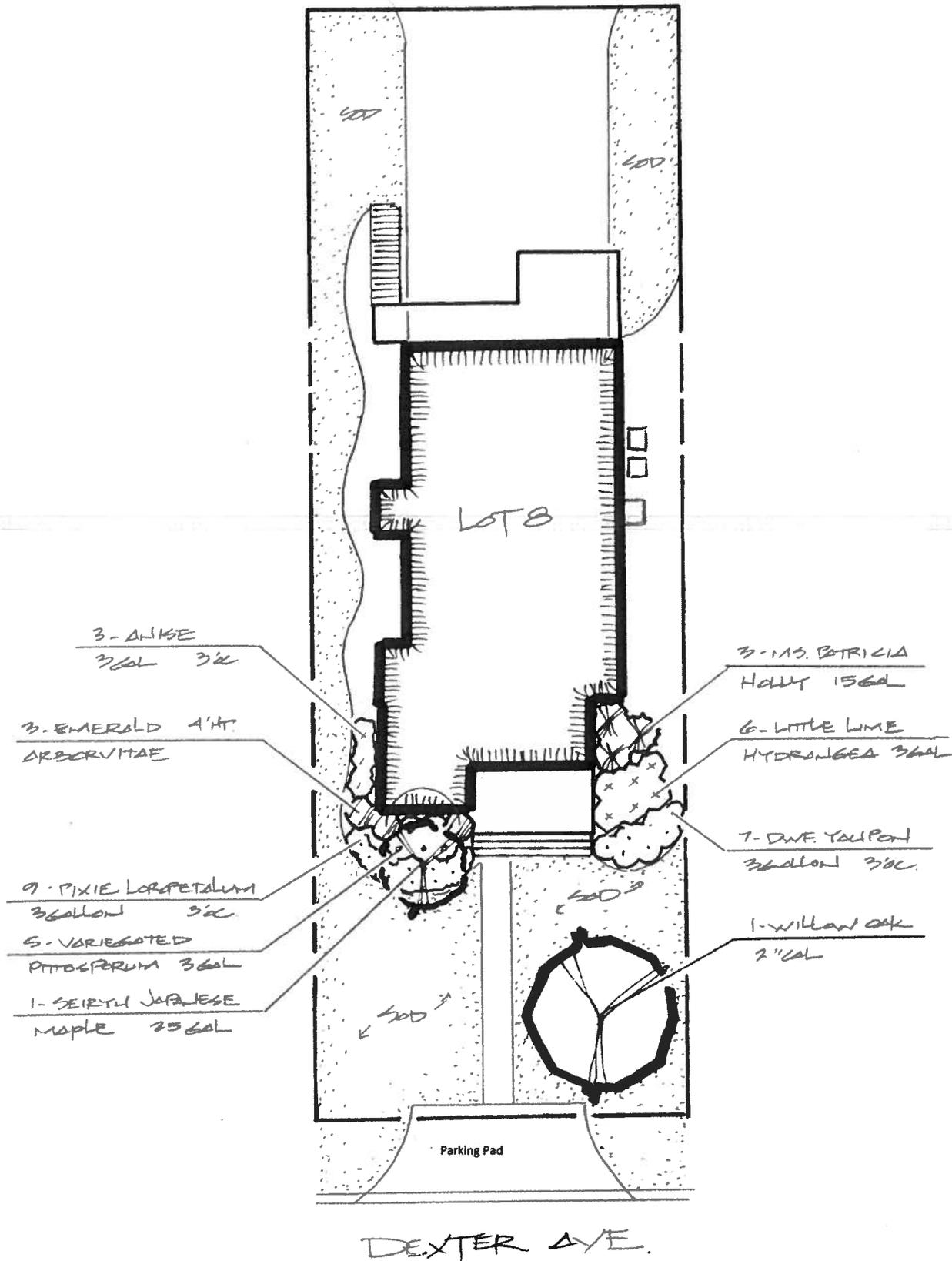
By: _____
Mayor

KURT ZINN

AMANDA ZINN

EXHIBIT A – DEPICTION OF ENCROACHMENT

See attached.



CREATE-A-SCAPE Creating Natural Beauty (205) 739-0903	LOT 8	
	DEXTER AVENUE	
	SCALE: 1"=20'-0"	DATE: 06/11/2014
	DRAWN & DESIGNED BY: DARRIN FRISINGER	
<i>Any use of this drawing or design without prior approval with Create-A-Scape, L.L.C. Is strictly prohibited. Inappropriate use of these drawings may result in legal action.</i>		
CREATE-A-SCAPE, L.L.C.; P.O. Box 381416 Birmingham, AL 35238 TELEPHONE # (205) 739-0903 FAX # (205) 994-8086		

JEFFERSON COUNTY }

STATE OF ALABAMA }

RIGHT-OF-WAY ENCROACHMENT AGREEMENT

This **Right of Way Encroachment License Agreement** (the “Agreement”) is entered this _____ day of _____ 2014, by and between the **City of Mountain Brook, Alabama**, a municipal corporation (hereinafter the “City” or “Licensor”), and **Kurt Zinn and Amanda Zinn** (hereinafter collectively, the “Licensees”).

WITNESSETH:

WHEREAS, the Licensees represent that they own the real property located at 100 Dexter Avenue in the City of Mountain Brook, Jefferson County, Alabama (the “Property”);

WHEREAS, the Property abuts right(s) of way that is owned by the City and reserved for the use of the general public (the “City ROW”);

WHEREAS, the Licensees desire to install and maintain two parking pads at the locations depicted on the attached Exhibit “A” (collectively hereinafter the “Improvement”), and intend that the Improvement will be used by the occupants of the Property or their guests;

WHEREAS, part or all of the area in which the Improvement will be installed lies within and encroaches upon the City ROW (hereinafter, the “Encroachment area”); and

WHEREAS, subject to terms, conditions and understandings herein, the City agrees to grant the Licensees a non-exclusive, revocable license to install and use the encroaching Improvement within the City ROW.

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

1. The City grants the Licensees a non-exclusive, revocable license to utilize the City ROW for purposes reasonably related to the construction, installation, maintenance and use of above-described encroaching Improvement within the Encroachment area (the “License”). No other uses of the City ROW are authorized.

2. The Licensees agree and acknowledge that this Agreement grants them only a license, not any interest, title, permanent right or estate. The grant made hereunder is personal to the Licensees and does not run with the land. Further, the Licensees agree to not claim any permanent interest in the Encroachment area by entering into this Agreement or by their use of any contemplated encroaching Improvement.

3. The Licensees agree to (a) keep the Encroachment area clean and free of debris, weeds or overgrown grass, (b) maintain the contemplated encroaching Improvement in good and sound

condition; and (c) not use the Encroachment area or any encroaching Improvement in a manner that creates hazards or causes damage to any third persons or adjacent properties.

4. The Licensees acknowledge that, in the event that the City, in the exercise of its sole discretion, determines that the Licensees' utilization of the Encroachment area or the Improvement conflicts with City's use or plans to use that area, it may revoke the License effective upon providing Licensees written notice from the Mayor, the City Manager or the City's other executive official. If the License is revoked, the City, in the exercise of its sole discretion, either (a) may request that the Licensees, at their expense, remove any encroaching Improvement and restore the City ROW to a condition that is reasonably satisfactory to the City within thirty (30) days after the receipt of notice of revocation, or (b) at the City's expense, may remove any encroaching Improvement placed by the Licensees in the Encroachment area. If the City revokes the License, the Licensees waive and release the City from any and all claims for expenses incurred by the Licensees to construct or maintain any Improvement in the Encroachment area.

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7. The Licensees agree to indemnify, defend and hold harmless the City, and its officers, employees, and representatives (collectively for purposes of this provision, the "City"), from and against any claim, liability, loss, expense (including, reasonable attorney fees and costs of court), demand or action asserted against the City by any third party claiming personal injury, property damage or any other loss of any kind (collectively, a "Claim") that arises from or is in any manner related to (a) the Licensees' use of the License granted herein or the Encroachment area, or (b) any encroaching Improvement placed in the City ROW. The scope of this indemnification obligation includes Claims that are caused or allegedly caused in whole or part by the negligence of the City; provided that the Licensees shall not be obligated hereunder to indemnify the City for Claims that are caused by the gross negligence or willful misconduct of the City.

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structure in the City ROW without advance approval from the City; provided that nothing herein shall prohibit Licensees from maintaining, repairing or refurbishing any encroaching Improvement contemplated by this Agreement.

9. All notices that may be required to be given hereunder shall be deemed to have been properly given if in writing and (a) if personally delivered, or (b) sent either by registered or certified mail, postage prepaid, and addressed as follows, or by nationally recognized overnight courier to the following address:

To the City:
City of Mountain Brook, Alabama
Attention: City Manager
56 Church Street
Mountain Brook, AL 35213

To the Licensees:
Kurt and Amada Zinn
100 Dexter Avenue
Mountain Brook, AL 35213

Notices shall be deemed given upon receipt or refusal of delivery. The parties may designate an address for service of notice other than that shown above by providing written notice thereof.

10. Miscellaneous Provisions.

(a) This Agreement may not be amended or modified unless all parties execute a writing that is signed by their duly authorized representatives.

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(c) This Agreement, and the conditions, terms and provisions herein, do not create, and are not intended to create or confer any benefit to any third party.

(c) This Agreement contains the complete agreement of the parties concerning the subject matter herein. Any prior negotiation, agreement or understanding, whether oral or written, concerning the matters addressed herein is superseded and of no effect unless expressed herein.

(d) This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Signature pages may be transmitted by facsimile or other form of electronic transmission, and any signature so transmitted will be given the same force and effect as an original signature

(e) If requested by the City, the Licensees shall record a fully-executed form of this Agreement in the real property records of the Probate Court for Jefferson County.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date hereinabove set forth.

ATTEST:

CITY OF MOUNTAIN BROOK, ALABAMA

City Clerk

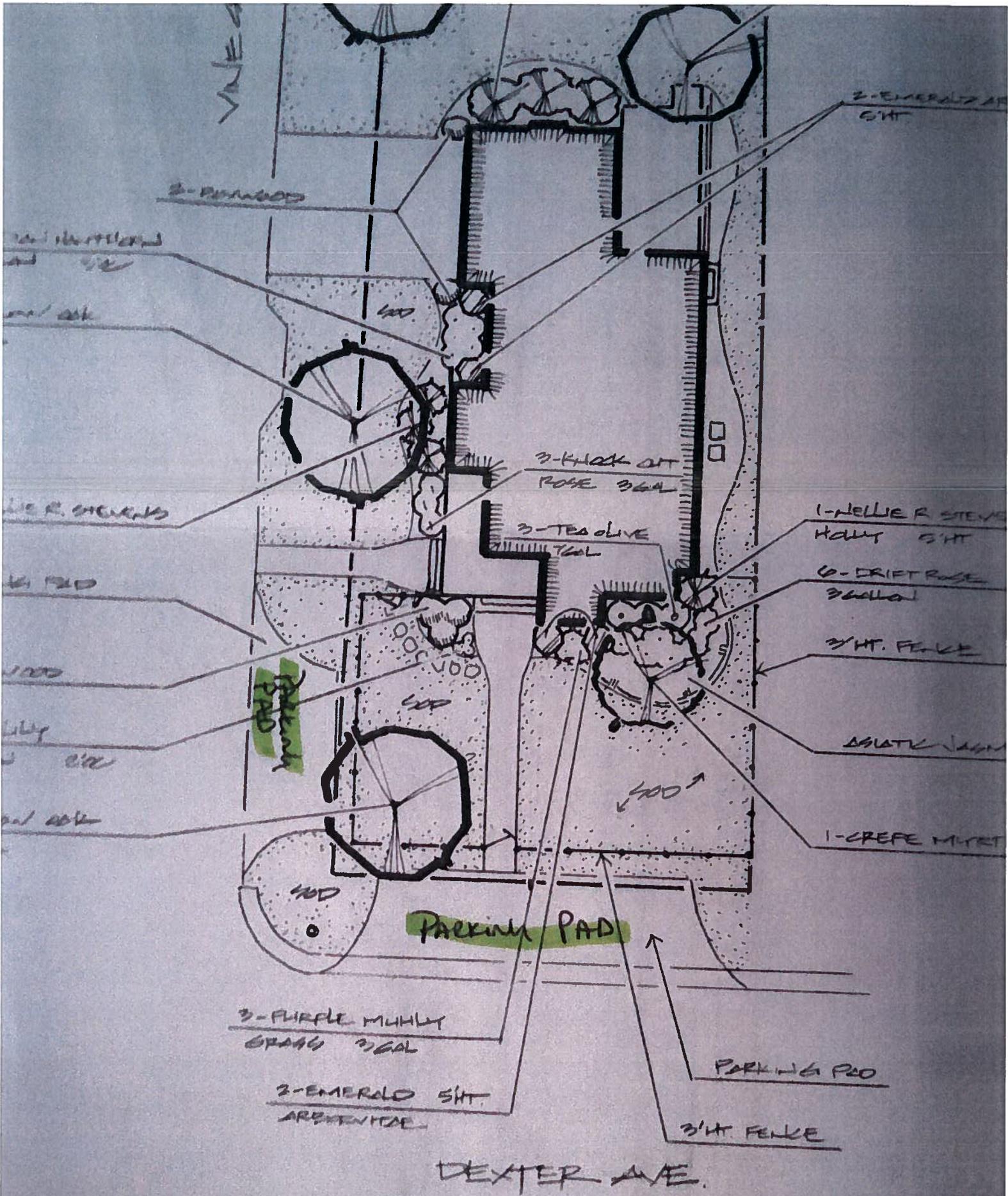
By: _____
Mayor

KURT ZINN

AMANDA ZINN

EXHIBIT A – DEPICTION OF ENCROACHMENT

See attached.



VINE

2-EMERALD

2-EMERALD SIT

2-EMERALD

2-EMERALD

2-EMERALD

2-EMERALD

2-EMERALD

2-EMERALD

2-EMERALD

3-HAZEL HRT ROSE 3/6A

3-TEA OLIVE 7/6A

1-HELLIER STEVE HOLLY 5/HT

6-DRIFT ROSE 3/6A

3/HT FENCE

ASPHALT DRIVE

1-CREPE MYRTLE

PARKING PAD

PARKING PAD

3-PURPLE MUHLY GRASS 3/6A

2-EMERALD SIT ARBENITAE

PARKING PAD

3/HT FENCE

DEXTER AVE.

LOT 7

CREATE-A-SCAPE

DEXTER AVENUE

July 9, 2014

Dear City Council,

Nim Long and I have been working with Hunt Cochrane on a possible Eagle Service project. We have all agreed that he propose to install "Trail B" at Cahaba River Park. He will also add a few other items as described below. The Park Board gave their approval at their last meeting on July 8. He is looking for your approval so he may begin the process of getting approval from the Eagle Board. The following is his project summary.

My name is Hunt Cochrane and I am a Life Scout in Troop 28 at Independent Presbyterian Church. I am working on selecting an Eagle Service Project and am interested in doing my project at the new Cahaba River Park. Last week I met with Ms. Shanda Williams and Mr. Nim Long at the park site to discuss the possibility that I tackle the 2 spur trails labeled "Trail B" on the project design map. They informed me that the paved trail had been revised since the original design to run closer to the riverbank, so there was no longer a need for the outer section of "Trail B". However, the current bid with Landscape Services did not include the interior section of "Trail B". We decided that it would be a good project for me to install the interior spur trail and include informational signs about the bioswale area, as well as adding native plants to aid in the bioswale water-filtration process, along with plant and tree identification marker signs along the pathway. Ms. Williams and Mr. Long are in favor of this project, but they advised me to present the idea to the Park Board and the City Council for final approval.

If granted permission by the Park Board and City of Mountain Brook to proceed, I have a good deal of written work to complete before I am able to submit the project to the Eagle Board for their approval. At that point, I would begin the fundraising process, followed by specifics planning. Because of this, I would not be able to begin any physical work on site until winter break, ideally, or possibly even late spring, depending on the schedule of Eagle Board meetings and approval processes.

Thank you for your time and your consideration of my proposal.

Sincerely,

Shanda Williams
Superintendent of Parks and Recreation



A CONCEPTUAL MASTER PLAN FOR
CAHABA RIVER PARK
MOUNTAIN BROOK, ALABAMA

PREPARED BY NIMROD LONG AND ASSOCIATES

TRAIL INFORMATION
TRAIL A 1200 LF 6"W CONCRETE
TRAIL B 590 LF 4"W CRUSHED STONE
TRAIL C 300 LF 6"W CONCRETE

0 20 40
SCALE IN FEET
NORTH
DECEMBER 13, 2011

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND SECTION 50-46(b) OF THE CITY CODE
RELATING TO THE SPEED LIMIT ON U.S. HIGHWAY 280**

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

Section 1. Speed limit of U.S. Highway 280. Section 50-46(b) of the "Code of Ordinances" of the City of Mountain Brook, Alabama which lists those streets or portions thereof that have been ordained a speed limit is hereby amended to add Section 50-46(b)(8).

(8) The City Council finds that the posted speed limit on U.S. Highway 280, as determined by ALDOT, is reasonable and prudent.

Section 2. Severability. If any part, section, subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect notwithstanding such holding.

Section 3. Publication. The City Clerk shall cause a copy of this ordinance to be published by posting or by such other means as may be authorized by law.

Section 4. Effective Date. This ordinance shall be effective upon its publication or as otherwise may be provided by law.

ADOPTED: This ____ day of _____, 2014.

Virginia C. Smith, Council President

APPROVED: This ____ day of _____, 2014.

Lawrence T. Oden, Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of an ordinance adopted by the City Council of the City of Mountain Brook, Alabama, as its meeting held on _____, 2014, as same appears in the minutes of record of said meeting, and published by posting copies thereof on _____, 2014, at the following public places, which copies remained posted for five (5) days as required by law.

Steven Boone, City Clerk