

**MEETING AGENDA
MOUNTAIN BROOK CITY COUNCIL**

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

DECEMBER 14, 2015, 7:00 P.M.

1. Approval of the minutes of the November 23, 2015 regular meeting of the City Council.
2. Consideration: Resolution expressing gratitude to John A. Lyon, Jr. for his service on the Finance Committee.
3. Consideration: Resolution authorizing the execution of an agreement between the City and All In Mountain Brook to promote public health, safety, morals, prosperity, contentment and the general welfare of the community.
4. Consideration: Resolution authorizing and ratifying the fiscal 2015 transfers from the General Fund to [two] Capital Projects Funds.
5. Consideration: Resolution reappointing Patrick Higginbotham to the Board of Zoning Adjustment, to serve without compensation, his term to end December 31, 2018.
6. Consideration: Resolution authorizing certain property surplus and authorizing its sale at public Internet auction.
7. Consideration: Resolution authorizing the installation of a street light on South Brookwood Road at South Brookwood Lane.
8. Consideration: Resolution authorizing the installation of a street light at 4431 Briar Glen Drive.
9. Consideration: Resolution requiring employees who have declined medical coverage through the City's group plan to immediately notify the City and to enroll in the City's group medical plan should their outside medical coverage terminate for any reason and inform employees of their financial responsibility for any retroactive medical premiums resulting from the loss of their outside medical coverage.
10. Consideration: Resolution awarding the [sole] bid to move second floor library shelving to facilitate the installation of carpet presented to Florida Library Designs, Inc. and authorize the issuance of a purchase order and execution any other documents determined to be necessary with respect to said shelving relocation and replacement project.
11. Consideration: Ordinance annexing an undeveloped parcel (23-00-25-4-000-003.000) located at 5313 Old Leeds Road, 35210 conditioned upon the owners' execution and recording of the City's standard form protective [development] covenants.
12. Consideration: Resolution approving a Public Assembly permit for 3620 Ridgeview Drive for an open house to benefit Open Hands Overflowing Hearts.
13. Announcement: The next regular meeting of the City Council is January 11, 2016, at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.
14. Comments from residents.
15. Adjourn.

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
NOVEMBER 23, 2015**

The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 5:45 p.m. on Monday, the 23rd day of November, 2015. The Council President called the meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President
William S. Pritchard, III, Council President Pro Tempore
Jack D. Carl
Lloyd C. Shelton
Alice B. Womack
Lawrence T. Oden, Mayor

Absent: None

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

1. AGENDA

1. Proposal from Nimrod Long & Associates and Schoel Engineering to design sidewalk connections and pedestrian bridge to connect to the Phase 5b sidewalk (Resolution No. 2015-180 was added to the formal agenda).
2. Blueprint Birmingham \$5,000 funding for fiscal year 2016 (Motion No. 2015-181 was added to the formal agenda).
3. Workplace Violence Policy (Resolution No. 2015-182 was added to the formal agenda).
4. Transportation Network Company ordinance (Ordinance No. 1945 was added to the formal agenda).
5. Three (3) items dealing with small cell technology facilities-Steve Stine (Appendix 1). The draft ordinances are still being reviewed by Crown Castle. Final ordinances are expected to be presented for the Council's consideration on December 14, 2015.
6. Review and discussion of the 7 p.m. formal meeting agenda topics.

2. ADJOURNMENT

There being no further matters for discussion, the Council President adjourned the meeting.

3. CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct synopsis of the discussion from a meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Pre-Council Room (A106) on November 23, 2015, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that no formal action or votes were conducted at said meeting.

City Clerk

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA
NOVEMBER 23, 2015**

The City Council of the City of Mountain Brook, Alabama met in public session in the City Hall Council Chamber at 7:00 p.m. on Monday, the 23rd day of November, 2015. The Council President called the meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President
William S. Pritchard, III, Council President Pro Tempore
Jack D. Carl
Lloyd C. Shelton
Alice B. Womack
Lawrence T. Oden, Mayor

Absent: None

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

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

1. CONSENT AGENDA

Council President Smith announced that the following matters will be considered at one time on the consent agenda provided no one in attendance objects:

Approval of the minutes of the November 9, 2015 regular meeting of the City Council.

2015-170	Award the bid for the purchase of a fire pumper	Exhibit 1, Appendix 1
2015-171	Authorize the execution/renewal of an agreement between the City and Merkos L' Inyonie Chinuch of Alabama (Chabad of Alabama) located on Overton Road for the use by the City of its parking lot	Exhibit 2
2015-172	Reaffirm the City's commitment to promote safe workplace guidelines with respect to the City's workers' compensation program	Exhibit 3, Appendix 2
2015-173	Amend section IV. "Safety and Health", subsection C. "Used of City Equipment and Vehicles of the Employee Handbook with respect to 1) the requirement of the use of seat belts and 2) prohibiting the use of non-job essential electronic devices while driving City vehicles	Exhibit 4
2015-174	Amend the annexation criteria (update valuation criteria)	Exhibit 5
2015-175	Amend the "City of Mountain Brook Accounting Policies and Procedures Manual" by adding a new section titled "Municipal Court"	Exhibit 6, Appendix 3

2015-176	Authorize the execution of a 2-year support agreement between the City and Ricoh with respect to the electronic document management software system (Resolution No. 2013-140)	Exhibit 7, Appendix 4
2015-177	Authorize the establishment of three commercial credit cards for use by the Emmet O'Neal Library	Exhibit 8, Appendix 5
2015-178	Authorize the execution of an agreement with ClasTran with respect to public transportation services for seniors and those with disabilities	Exhibit 9, Appendix 6
2015-179	Appoint John R. Doody, Jr. as a member of the Finance Committee (replaces John A. Lyon, Jr.)	Exhibit 10, Appendix 7
2015-180	Accept the professional services proposal submitted by Nimrod Long and Associates with respect to landscape architectural design services for the sidewalk connections and prefabricated bridge at Watkins Branch and authorize the issuance of a purchase order and execution such other documents that may be determined necessary with respect to said project	Exhibit 11, Appendix 8
2015-181 Motion	Authorize the fifth and final appropriation in the amount of \$5,000 to the Birmingham Business Alliance for the Blueprint Birmingham initiative (invoice no. 149549 dated 11/1/2015)	Appendix 9
2015-182	Adopt a Workplace Violence Policy and incorporate same into the City of Mountain Brook <i>Employee Handbook</i>	Exhibit 12, Appendix 10

Thereupon, the foregoing minutes, resolutions, and motion were introduced by Council President Smith and their immediate adoption was moved by Council member Shelton. The minutes, resolutions, and motion were then considered by the City Council. Council President Smith seconded the motion to adopt the foregoing minutes, resolutions, and motion. Council President Pro Tempore Pritchard announced that he will abstain from voting with respect to Resolution No. 2015-180. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Virginia C. Smith, Council President
William S. Pritchard, III, Council President Pro Tempore
Jack D. Carl
Lloyd C. Shelton
Alice B. Womack

Nays: None

Council President Smith thereupon declared that said Council minutes and resolution (Nos. 2015-170 through 2015-179), Motion No. 2015-181 and Resolution No. 2015-182 are adopted by a vote of 5—0 and that Resolution No. 2015-180 is adopted by a vote of 4—0 and as evidence thereof she signed the same.

2. CONSIDERATION: ORDINANCE (NO. 1944) AMENDING THE FISCAL 2016 BUDGET WITH RESPECT TO APPROPRIATIONS FOR SELECTED SERVICE AGREEMENTS WITH NON-PROFIT ORGANIZATIONS (APPENDIX 11)

The ordinance was introduced in writing by Council President Smith who then invited questions and comments from the audience.

There being no comments or discussion, Council President Smith called for a motion. Council President Pro Tempore Pritchard made a motion that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended, and that unanimous consent

to the immediate consideration of said ordinance is given and that the reading of the ordinance at length be waived. The motion was seconded by Council member Carl and was carried, as follows:

Ayes: Virginia C. Smith, Council President
William S. Pritchard, III, Council President Pro Tempore
Jack D. Carl
Lloyd C. Shelton
Alice B. Womack

Nays: None

The Council President Smith declared the motion carried by a vote of 5—0.

After said ordinance had been considered in full by the Council, Council President Pro Tempore Pritchard then moved for the adoption of said ordinance. The motion was seconded by Council member Womack. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia C. Smith, Council President
William S. Pritchard, III, Council President Pro Tempore
Jack D. Carl
Lloyd C. Shelton
Alice B. Womack

Nays: None

The Council President Smith declared that the said ordinance (No. 1944) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

3. CONSIDERATION: ORDINANCE (NO. 1945) AMENDING ARTICLE VII OF CHAPTER 26 OF THE CITY CODE WITH RESPECT TO SCHEDULE Y – TRANSIT AND PASSENGER TRANSPORTATION (TRANSPORTATION NETWORK COMPANY (TNC), UBER, ETC.) (APPENDIX 12)

The ordinance was introduced in writing by Council President Smith who then invited questions and comments from the audience.

There being no comments or discussion, Council President Smith called for a motion. Council President Pro Tempore Pritchard made a motion that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended, and that unanimous consent to the immediate consideration of said ordinance is given and that the reading of the ordinance at length be waived. The motion was seconded by Council member Shelton and was carried, as follows:

Ayes: Virginia C. Smith, Council President
William S. Pritchard, III, Council President Pro Tempore
Jack D. Carl
Lloyd C. Shelton
Alice B. Womack

Nays: None

The Council President Smith declared the motion carried by a vote of 5—0.

After said ordinance had been considered in full by the Council, Council President Tempore Pritchard then moved for the adoption of said ordinance. The motion was seconded by Council President Smith. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia C. Smith, Council President

William S. Pritchard, III, Council President Pro Tempore
 Jack D. Carl
 Lloyd C. Shelton
 Alice B. Womack

Nays: None

The Council President Smith declared that the said ordinance (No. 1945) is hereby adopted by a vote of 5–0 and, as evidence thereof, she signed the same.

4. CONSIDERATION OF A PUBLIC ASSEMBLY PERMIT FOR 3620 RIDGEVIEW DRIVE FOR AN OPEN HOUSE TO BENEFIT OPEN HANDS OVERFLOWING HEARTS FROM DECEMBER 19, 2015—JANUARY 10, 2016

The application was introduced in writing by Council President Smith who then invited the applicant forward to introduce and describe the proposed event.

Chris Reebals (owner and architect):

- Introduced Rob Perry of Open Hands Overflowing Hearts (OHOH)

Rob Perry, Co-executive Director of OHOH, of 2216 Marion Street, 35226:

- The charitable organization was formed in 2014 to raise awareness of and raise money for pediatric cancer research after his daughter, Kayla, was stricken with cancer at the age of 18
- Annually in the fall, the charity conducts a fundraising campaign (“100 Way–100 Days”), the proceeds of which are donated to various children’s hospitals and physicians for specific types of cancer research and clinical trials
- This year’s campaign is being sponsored by Mr. Reebals and his architectural firm

Chris Reebals:

- Became interested in this charity as a result of his first cousin’s daughter who suffered from leukemia
- Has followed Kayla’s and the Ortis’ family (of Mountain Brook) story
- His firm and employees have committed to raising \$250,000 for the OHOH charity
- The funds will be raised by opening a home that his firm designed and decorated to showcase their talents and solicit donations
- His firm has sponsored similar events in other communities on several occasions
- His firm bought the house to design and develop as an investment and promotional tool
- Has never conducted an open house in Mountain Brook proper. His previous events have been easy and well received by the host communities that include Birmingham, Vestavia Hills, Homewood, and Calton Hill (on Montclair Road), Independent Presbyterian, and Parade of Homes
- Did not anticipate the negative outcry that he has experienced with this planned event and concedes that he did not handle its introduction appropriately
- Promotion of the event commenced prior to the submission of the public assembly permit application
- The event has evolved with input from City officials and affected residents and includes:
 - visitors will be shuttled from Calton Hill and Ramsay Park
 - it is estimated that there will be up to four workers at any given time who will park on premise (off-street parking capacity is approximately 13 vehicles)
 - the properties along the road will be roped off and signed to prohibit parking by visitors to the event
 - has given his personal (and other workers’) mobile telephone number to expedite communications during the event for problem solving purposes
 - has agreed to temporarily remove the roping and signs to accommodate holiday parties hosted by area residents
 - the event will be closed Christmas Eve and Day, New Year’s Eve and Day
 - the event will run from 11 a.m. until 6 p.m. seven days each week

- an off-duty officer will be present for any event where more than 50 visitors are expected
- 100-120 visitors are expected for the opening night on December 18
- the website and promotional materials are being changed to reflect the requirement that all visitors must ride the shuttle service to the event
- similar events held elsewhere suggest that 2-3 visitors will be present during any given hour, maybe 10-12 during the lunch hour, the only "large event" planned is the opening night open house described above
- When asked about a published estimate of 20,000 visitors, Mr. Reebals explained that someone extrapolated from the \$250,000 commitment at \$10/visitor there could be as many as 20,000 visitors. That estimate is incorrect and traffic is unrelated to the fundraising goal. Marketing materials have been corrected to remove the suggestion that there could be 20,000 visitors.
- The house will likely be sold after the event, however, realtors have been prohibited from marketing the house until after the conclusion of the fundraiser.
- Charity officials will be present at the event to promote awareness of pediatric cancer
- Apologized to the Mayor and members of the City Council and to the affected residents as to how this event has been handled and for the unintended stress and anxiety caused

Coke Matthews of 215 Cross Ridge Road:

- Expressed frustration and issues with the [unrelated] construction project over the past year
- Fully supports the charitable effort
- Issues with the event are [lack of] lighting, a 3-week long event during the holiday season, poor accessibility
- Asks that the plan be clarified, find reasonable accommodations, stick to the plans, be accessible during the event in case there are issues
- Asks that the event be open from 10 am until 5 pm
- Select another day each week when the venue is closed to give the neighbors a break
- Provide security during the day [peak hours] as numerous neighbors have experienced break-ins
- Responsiveness and accountability is everything
- What has occurred over the past year cannot be undone, but wants to be able to talk about it

Tim Hennessy of 3608 Ridge View Drive:

- When he welcomed Chris to the neighborhood a year ago, Chris stated that we would be moving into the house at the end of December [2015] and now it appears that is not the case
- Views what has been expressed in public versus what has been represented on the website is contradictory and confusing
- There is a security issue due to the construction traffic along the narrow road
- 1-2 security personnel will not be enough to handle the increased traffic

Lynne Hennessy of 3608 Ridge View Drive:

- Was told Friday that the goal was to raise \$200,000
- Also told Friday that one of the neighbors committed \$200,000
- Accordingly, views that since goal has been satisfied there should be no reason to hold the event
- Views this event as a businessman promoting his business
- Marketing materials indicate that products on display are for sale. It was represented at meeting Friday that nothing will be sold on premise. Wants to know which representation to believe.
- Questions where proceeds from products sold go (charity or merchants)?

Tim Hennessy of 3608 Ridge View Drive:

- Views three weeks as excessive
- If approved, would like to see the event schedule shortened in duration

Chris Reebals:

- Never stated that he would move into the house. Doing so has always been an option and still is.
- Never stated that anyone has committed \$200,000 for the charity. The statement was that a benefactor had expressed that they will make-up any shortfall.

- Merchants will tell visitors that display items may be purchased at their place(s) of business. Sales will not occur on premise.

Julie Hayes of 3613 Ridge View Drive:

- Feels that vendors should give a percentage of their sales to the charity as is customary with similar events (e.g., The Decorator Show House)

Chris Reebals:

- Many of the vendors have agreed to contribute to the charity but that has not been required by the charity for vendor participation

Mayor Oden:

- This appears to be a two-part issue: 1) the charity, and 2) the sale of the house
- Views this event as putting an undue burden on the neighborhood to put up with this event at this time of year, for three weeks, for this many hours each day arguably for the benefit of the architect
- Recommends that the application be rejected or adjusted severely and avoid it being held over the holidays

Council President Pro Tempore Pritchard:

- This request is one of those that comes along occasionally that requires the City Council to take a hard look at the health, welfare, and safety of the residents the Council is charged with protecting
- Does not believe this application should approved [wrong time of year, times of day, and the duration]
- Suggests hosting the primary dinner and an open house for 1-2 days and maybe revisit a week long open house after the holidays (e.g., January, February or March)

Council member Carl:

- Could have supported maybe two weekends with required shuttle service and a formal dinner
- Cannot support this application as presented
- The required shuttle service (no on-street parking) will be difficult to enforce

Chris Reebals:

- Understands this is the Council's decision and he will be fine with whatever is decided
- Questions whether the Council will impose similar restrictions on the Symphony [Decorator Show House] that runs for three weeks, other tours, real estate open houses, etc.
- Is in shock at the Council's reaction
- Views this action as selfish
- If he were presented with a similar request, he would tell the sponsor to park in his driveway
- The Council can amend the application, reject the application, it does not matter, he will support the charity regardless
- Maybe we should withdraw the request
- In response to statements and questions posed by various members of the Council:
 - Does not recall ever making application for similar events in other cities
 - Kayla will be in town through January 10 and then return to Auburn University
 - Satisfied the 30-day requirement for submitting the application
 - Has had 50-60 cars parked along the public road during the construction period

Council President Smith:

- Silenced Mr. Reebals
- Expressed desire to reach a middle ground
- Does not speak for the Mayor, Council, or residents
- Confirmed with legal counsel that the permit could be revoked in the event of a violation of any of the conditions under which it is issued

Maria Matthews of 215 Cross Ridge Road:

- Would like to see the event compressed
- The event should not be ongoing after dark
- Provide a means to address issues in a timely manner

Council member Shelton:

- Suggested the following conditions:
 - Closing the event from December 24–27 and December 31–January 3, 2016
 - Hours of operation restricted to 10am–4pm
 - Provide security
 - Require shuttle service/no parking
 - Revoke permit for any violation
 - Clearly defined events [to avoid surprises]

Council President Pro Tempore Pritchard:

- Is still opposed to the [proposed modified] event
- Would support a 2-3 day event centered around the dinner and ending on the weekend of the 18th
- Maybe another open house after January 6, 2016

Council member Carl:

- Is still concerned about enforcement

T. J. Willings of 307 Cross Ridge Road:

- The street has been a mess for the past year due to the construction
- Suggested holding the event at another location with photos of the house and not impose on the neighborhood

Christen Perry, mother of Kayla, of 2216 Marion Street, 35226:

- Described the hardship Kayla and her family have undergone due to Kayla's terminal illness
- Views the inconveniences described by the residents as minor in relation to what Kayla and her family are experiencing
- Kayla will likely not be here next holiday season
- Does not understand how others cannot be inconvenienced for three short weeks considering what Kayla has endured and the potential good that can come from event

Tim Hennessy:

- Suggested that whatever conditions are agreed to be written down and distributed for review and consideration by the affected neighborhood
- Too many questions remain unanswered
- This is business and this plan is affecting the neighborhood

Council President Smith asked the members of the City Council how they wished to proceed. Council President Pro Tempore Pritchard entered a motion that the application be rejected as presented. The motion was seconded by Council member Carl. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia C. Smith, Council President
William S. Pritchard, III, Council President Pro Tempore
Jack D. Carl
Lloyd C. Shelton
Alice B. Womack

Nays: None

The Council President Smith declared that the said motion (No. 2015-183) is hereby adopted by a vote of 5–0 and, as evidence thereof.

Council President Pro Tempore Pritchard suggested that the application be reworked taking into consideration the comments and concerns heard tonight. Consider another event of shorter duration (main dinner and a day or two for the open house) with the required shuttle service, shortened hours of operation, and security and traffic control.

Mr. Reebals:

- Expressed concern about presenting another application considering the 30-day advance submission requirement to which President Smith and Mr. Gaston stated that the 30-day review period can be shortened for the [re]application.
- Asked whether there was an ordinance that prohibited such events on private property along public roads

Mr. Gaston:

- Replied that large (multi-week) events like the Decorator Show House do submit applications at least 30-days in advance of the scheduled event that is reviewed and approved by the City
- Smaller events may occur without such scrutiny as the City may not be aware of such events in advance

5. ANNOUNCEMENTS REGARDING THE NEXT REGULAR MEETING OF THE CITY COUNCIL

Council President Smith announced that the next meeting of the Mountain Brook City Council will be held on Monday, December 14, 2015 at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213. Please visit the City's web site (www.mtnbrook.org) for more information.

6. ADJOURNMENT

There being no further business to come before the City Council, President Smith adjourned the meeting.

7. CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the regular meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Council Chamber (Room A108) on November 23, 2015, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that a quorum was present.

City Clerk

EXHIBIT 1

RESOLUTION NO. 2015-170

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby awards the bid for the purchase of a fire pumper in the amount of \$473,203 to Bonaventure Company, Inc., being the lowest qualifying bidder; and

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the Mayor or City Manager to execute a contract between the City and the successful bidder, in conjunction with said purchase.

RESOLUTION

WHEREAS, John A. Lyon, Jr. served on the City of Mountain Brook, Alabama Finance Committee from October 22, 2007 until October 31, 2015; and

WHEREAS, John A. Lyon, Jr. devoted considerable time and effort meeting with City department managers and studying the City's operations in preparation of the annual Finance Committee budget work sessions; and

WHEREAS, John A. Lyon, Jr. work experience and knowledge of the financial management proved to be very useful in the Finance Committee's deliberations; and

WHEREAS, John A. Lyon, Jr. regularly challenged City leadership to remain vigilant with respect to the defined benefit pension plan and to aggressively seek other more viable alternatives to ensure the long-term financial stability of the City government;

NOW, THEREFORE, BE IT RESOLVED that the City Council and Mayor, on behalf of the residents of Mountain Brook, do publicly thank John A. Lyon, Jr. for his many years of insightful service to the City and wish him well in future endeavors.

ADOPTED: This 14th day of December, 2015.

Virginia C. Smith, Council President

APPROVED: This 14th day of December, 2015.

Lawrence T. Oden, Mayor

2015-184

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 a resolution adopted by the City Council of the City of Mountain Brook, Alabama, at its meeting held on September 23, 2013 as same appears in the minutes of record of said meeting.

Steven Boone, City Clerk

2015-184



June 12, 2015

To: Mountain Brook City Council Members
Re: Request for funding 2015-2016

All In Mountain Brook (AIMB) is a community-based, non-profit organization formed in the fall of 2014 that is dedicated to the enhancement and protection of perhaps our community's most valuable resource—our youth. The roots of this organization date back to the Parent Partnership organization some of you may remember from years ago, and more recently to the Mountain Brook Anti-Drug Coalition. The creation of AIMB allows our entire community, not just our school system, to take responsibility for equipping our young people, parents and our city to deal with issues facing our students.

AIMB is a registered Alabama non-profit corporation and federal 501(c)(3) non-profit and has received approval from the IRS for our tax-exempt status. Our board enjoys representation from a cross-section of the community. Physicians, counselors, principals, students, city council members, school board members, attorneys, accountants, worship leaders, and parents, among others, comprise the AIMB board.

In its efforts to enhance and protect the lives of Mountain Brook youth, AIMB is targeting three primary audiences, including parents, students, and the community at large. We are focusing our efforts on factors which put our students at risk. These factors are substance use/abuse, high-risk behavior, violence, preventable accidents, and mental health issues. AIMB will focus on raising awareness, prevention, parenting practices, and the availability of local resources to aid families struggling with these problems. In addition to working against these negative factors, AIMB hopes to promote and encourage parenting practices and youth activities which foster positive and healthy choices, therefore leading our youth away from these negative factors.

AIMB obtains some funding through membership dues. However, it is a small amount, as we do not want the cost of membership to be a deterrent. In late fall of 2014, All In Mountain Brook made a request to the City for funding and was generously awarded \$10,000.00 to support its efforts. As this was our first year of operation and we were still formulating our programs, we did not expend the money as originally expected. This is a timing issue, and we are meeting with the school representatives in August 2015 to review their funding requests for the 2015-2016 school year. We anticipate that the funds which the City awarded will be completely utilized by the schools to support a variety of speaker and hands-on programming. We will be able to provide the details of those programs, including the numbers of students and parents impacted, in June 2016. In addition to the \$10,000.00 that the schools will utilize, we would like to once again fund the \$4,000.00 per year alcohol.edu computer-based learning program that is used for the 9th and 10th grade Health class curriculum. Also, we would be interested in helping the school system reach the level of drug-testing it feels would be appropriate for the High School. This would cost an additional \$1,000.00. In light of this, All In Mountain Brook respectfully requests \$5,000.00 for the upcoming academic year.



Thank you for considering our request for funding. We are passionate about our youth here in Mountain Brook and believe this organization will provide our community some additional, critical tools to help enhance and protect the lives of our community's future.

Respectfully submitted,
The All In Mountain Brook Board of Directors

For your information:

Topics/programs in the queue for 2015-16:

- *Technology speaker event for parents on trends and risks with technology and youth
- *Sleep and time management for youth
- *Leadership skills for youth
- *Study skills program for students
- *Academic stress solutions for students
- *Alcohol-free social events for students (i.e., tailgates before football games, outdoor movies, etc.)
- *Parent workshop event—multiple sessions addressing many of the risk factors facing our youth

All In Mountain Brook 2015-16 Calendar of Events

Sept. 14 - Last Year Home and First Year Away –Dr. Dale Wisely -presenter

Sept. 15 - Beat Vestavia Tailgate at MBHS

Sept. 28 –Parenting the Teenage Driver-Dr. Dale Wisely-presenter -9am -BOE

Sept. 29 - Parenting the Teenage Driver-Dr. Dale Wisely-presenter -6:30pm - BOE

Oct. 27-Clergy Lunch and Learn/ Current Trends in Drug Use -
Dr. Stephen Taylor-presenter

November 12 –Student Learning Conference –MBHS

November 12-Parent Learning Conference –MBHS

November 17 – (Mis)Understanding the Teenage Brain –Dr. Dale Wisely – presenter -6:30pm -BOE

Jan. 14 - Social Media -Josh Ochs- presenter-MBJH and MBHS

Jan. 14 -Social Media - Josh Ochs - presenter –6:30pm Mountain Brook Baptist

Jan. 13 - Parenting the Teenage Driver-Dr. Dale Wisely-presenter -9am-BOE

Jan. 27 – Digital World and Your Child –Dr. Dale Wisely –presenter -9am-BOE

February 3 – ADHD: Part I –The Disorders -9am-BOE

February 10-ADHD: Part II – The Treatment -9am-BOE

February 16– Kimberly Carraway – Stress, Emotions, and Learning - presenter-MBJH

February 17 – ADHD: Part III – Managing Home and Family – 9am - BOE

March 15-Your Child's Sleep – Dr. Mary Halsey Maddox –presenter -6:30pm BOE

April 5 - Parenting the Teenage Driver-Dr. Dale Wisely-presenter -6:30pm -BOE

May 1 - Taste of Mountain Brook fundraiser

**** In planning stages and will be completed by end of school year:**

MBJH: Spring Fling Event
AMP1 Basketball “Never Give Up” program

Cherokee Bend: Trevor Romain-speaker on Choices, Friendship, Behavior with 5th and 6th graders
Trevor Romain DVDs-Dealing with Bullying, Divorce, Fear, Cliques, Death, etc

MBE: All-In Buddy Program
Speaker Topics: Self-confidence, Nutrition, Alcohol/Tobacco/Drugs (Judge, Physician, Coaches, Dale)

Crestline and BWF: Covenant Counseling to do program for 5th and 6th graders on social pressures and stress and anxiety

RESOLUTION NO. 2015-¹⁸⁵

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that either the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to enter into an agreement with All In Mountain Brook, in the form as attached hereto as Exhibit A, subject to such minor changes as may be determined appropriate by the City Attorney.

ADOPTED: This 14th day of December, 2015.

Council President

APPROVED: This 14th day of December, 2015.

Mayor, City of Mountain Brook

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 a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on the 14th day of December, 2015, as same appears in the minutes of record of said meeting.

City Clerk

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

CONTRACT AGREEMENT

THIS AGREEMENT is entered into on this the 14th day of December, 2015, by and between the City of Mountain Brook (hereinafter referred to as "City") and All In Mountain Brook (hereinafter referred to as "Contractor"):

WHEREAS, municipalities in the State of Alabama are authorized to promote the public health, safety, morals, security, prosperity, contentment and the general welfare of the community;

WHEREAS, All In Mountain Brook is an organization which has as one of its goals the promotion of public health, safety, morals, security, prosperity, contentment and the general welfare in the City of Mountain Brook—specifically, the enhancement and protection of the lives of Mountain Brook youth;

WHEREAS, the City Council of the City of Mountain Brook, Alabama desires to enter into a contract with the Contractor for the purpose of providing services and resources to residents of the City of Mountain Brook which are designed to combat issues and problems that place the lives and well-being of Mountain Brook youth at risk;

WITNESSETH,

1. That the City, for and in consideration of the covenants and agreements hereinafter set out to be kept and performed by the Contractor, does hereby agree to pay the Contractor the sum of \$5,000.00 (Five Thousand and No/100 Dollars) (hereinafter referred to as the "Contract Amount") for performing the services herein provided for the period beginning October 1, 2015, through September 30, 2016.

2. **SCOPE OF SERVICES:**

In consideration of the covenants and agreements made herein by the City, the Contractor agrees that the Contractor shall be totally responsible for, and shall have exclusive control over, the management and disbursement of the Contract Amount, and that the Contract Amount shall be used only for the purposes herein described:

- a. To underwrite, in the amount of \$4,000.00, the cost of the Alcohol.edu computer-based learning program that is used for the ninth and tenth grade health class curriculum; and
- b. To assist, in the amount of \$1,000.00, Mountain Brook High School reach an appropriate level of student drug-testing for that school.

3. The Contractor agrees to provide to the City at all reasonable times and places an accounting of the Contractor's expenditure of the Contract Amount.

4. The Contractor shall not transfer or assign this contract or any of the rights and privileges granted herein without the prior written consent of the City.

5. The Contractor agrees that upon violation of any of the covenants and agreements herein contained, on account of any act or omission of the Contractor, the City may, at its option, terminate and cancel this contract and to exercise any remedy, at its option, available to it whether in law or equity.

6. The Contractor agrees it will comply with Title 6 of the Civil Rights Act of 1964 assuring that no person under its employ will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin or handicap.

7. Notwithstanding any of the other provisions contained in this contract, the City shall maintain the right to terminate this contract upon proper notice, which shall be in writing and shall be provided to the Contractor at least 30 days prior to the intended date of cancellation.

8. Except as otherwise expressly provided in this Agreement, any notice, consent or other communication required or permitted under this Agreement must be in writing and will be deemed received at the time it is personally delivered, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service, or, if mailed, three days after the notice is deposited in the United States mail addressed as follows:

To City of Mountain Brook: City Manager
City of Mountain Brook
Post Office Box 130009
Mountain Brook, Alabama 35213

To Contractor: All In Mountain Brook
Leigh Ann Sisson
2653 Montevallo Road
Mountain Brook, Alabama 35223

9. Any time period stated in a notice will be computed from the time the notice is deemed received. Either party may change its mailing address or the individual to receive notice by notifying the other party as provided in this paragraph.

10. No oral agreement or communication with any officer, agent, employee, or consultant of the City either before or after execution of this Agreement will affect or modify any of the terms or obligations contained in this Agreement. Any such oral agreement or communication will be considered as unofficial information and in no way binding upon City or Contractor. Any amendment to this Agreement must be in writing and signed by both parties.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the ____ day of _____, 2015.

CITY OF MOUNTAIN BROOK,

A Municipal Corporation

BY: _____

Mayor, City of Mountain Brook

WITNESSED:

BY: _____

ALL IN MOUNTAIN BROOK

BY: _____

Its Authorized Agent

Print name: _____

Title: _____

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, _____, a notary public in and for said County in said State, hereby certify that _____, whose name as Authorized Agent of All In Mountain Brook, a nonprofit corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he, as such officer and with full authority executed the same voluntarily for and as the act of said corporation.

Given under my hand this the ____ day of _____, 2015.

NOTARY PUBLIC

My Commission Expires:

RESOLUTION NO. 2015-186

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes and ratifies the following fiscal 2015 [cash and surplus] intrafund transfers:

Ledger	Description	Adopted	Revised	Surplus (Deficit)
10011166941	Transfers-Capital	\$ 693,749 CR	\$ 345,000 DR	(\$1,038,749)
10011166917	Transfers-Capital	2,128,942 DR	2,328,942 DR	(200,000)
44134084810	Transfers-General Fund	693,749 DR	345,000 CR	1,038,749
41734084810	Transfers-General Fund	2,128,942 CR	2,328,942 CR	200,000

ADOPTED: This 14th day of December, 2015.

Council President

APPROVED: This 14th day of December, 2015.

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 a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on December 14, 2015, as same appears in the minutes of record of said meeting.

City Clerk

RESOLUTION NO. 2015-187

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Patrick Higginbotham is hereby reappointed to the Board of Zoning Adjustment, to serve without compensation, his term to end December 31, 2018.

ADOPTED: This 14th day of December, 2015.

Council President

APPROVED: This 14th day of December, 2015.

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 a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on December 14, 2015, as same appears in the minutes of record of said meeting.

City Clerk

RESOLUTION NO. 2015-188

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mountain Brook, as follows: It is hereby declares that the following property owned by the City of Mountain Brook, Alabama is not needed for public or municipal purposes and is hereby declared surplus property:

Item	Asset	Description	Notes
1	5430, 5416, 5418	30 wooden garbage cans	Parks & Recreation
2	5417, 13000, 13001, 13002, 13003, 13004, 13005, 13006, 13011, 13668	Totlot play equipment (to be disassembled by staff and components discarded for safety and liability concerns)	Parks & Recreation

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Manager is hereby authorized and directed to sell said property by way of public Internet auction to the highest bidder and to otherwise dispose of such property that does not sell at said public auction.

ADOPTED: This 14th day of December, 2015.

Council President

APPROVED: This 14th day of December, 2015.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on December 14, 2015, as same appears in the minutes of record of said meeting.

City Clerk











RESOLUTION NO. 2015-189

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

1. That the Alabama Power Company be requested to install a 150 W HPS Cobra street light on a new (secondary) 30 foot pole on South Brookwood Road at its intersection with South Brookwood Lane (see attached map/ illustration - Exhibit A).
2. That the City Clerk be directed to furnish the Alabama Power Company a certified copy of this resolution.

ADOPTED: This 14th day of December, 2015.

Council President

APPROVED: This 14th day of December, 2015.

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 a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on December 14, 2015, as same appears in the minutes or record of said meeting.

City Clerk

Street Lighting Modifications



Alabama Power Company

Alabama

Gentlemen:

This to advise that CITY Council City of Mountain Brook, Alabama
 Commissioner

on the 14th day of December 2015, adopted resolutions which appear in the minutes of this meeting, authorizing the following street lighting modifications:

Fixture Ownership				Site Lamp (Lumens)	Location
Number of Fixtures Owned by Co.		Number of Fixtures Owned by Customer			
Install	Remove	Install	Remove		
1				150W	HPS Cobrahead on new (secondary) 30' pole on S. Brookwood Rd at S. Brookwood Ln.

EXHIBIT A

The requested modifications will change the present billing amounts as shown below:

- (a) Additions See attached \$ _____
- (b) Removals See attached \$ _____
- (c) Other _____ \$ _____
- (d) Net Change in Annual Billing \$ _____
- (e) Previous Annual Billing \$ _____
- (f) New Annual Billing \$ _____
- (g) New Monthly Billing \$ _____

For Company Use Only:	
W. E. Meter <input type="checkbox"/>	W. E. Not required <input checked="" type="checkbox"/>
Site Order Number	Date

Alabama Power Company

Approved: _____

Signed: _____

By: Lawrence T. Oden

Title: _____

Title: Mayor

Form 8-1100 Rev. 1/15

44-1000

Map Center
1722940 - 12155672



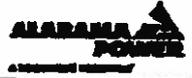
Distribution System

1 inch = 125 feet

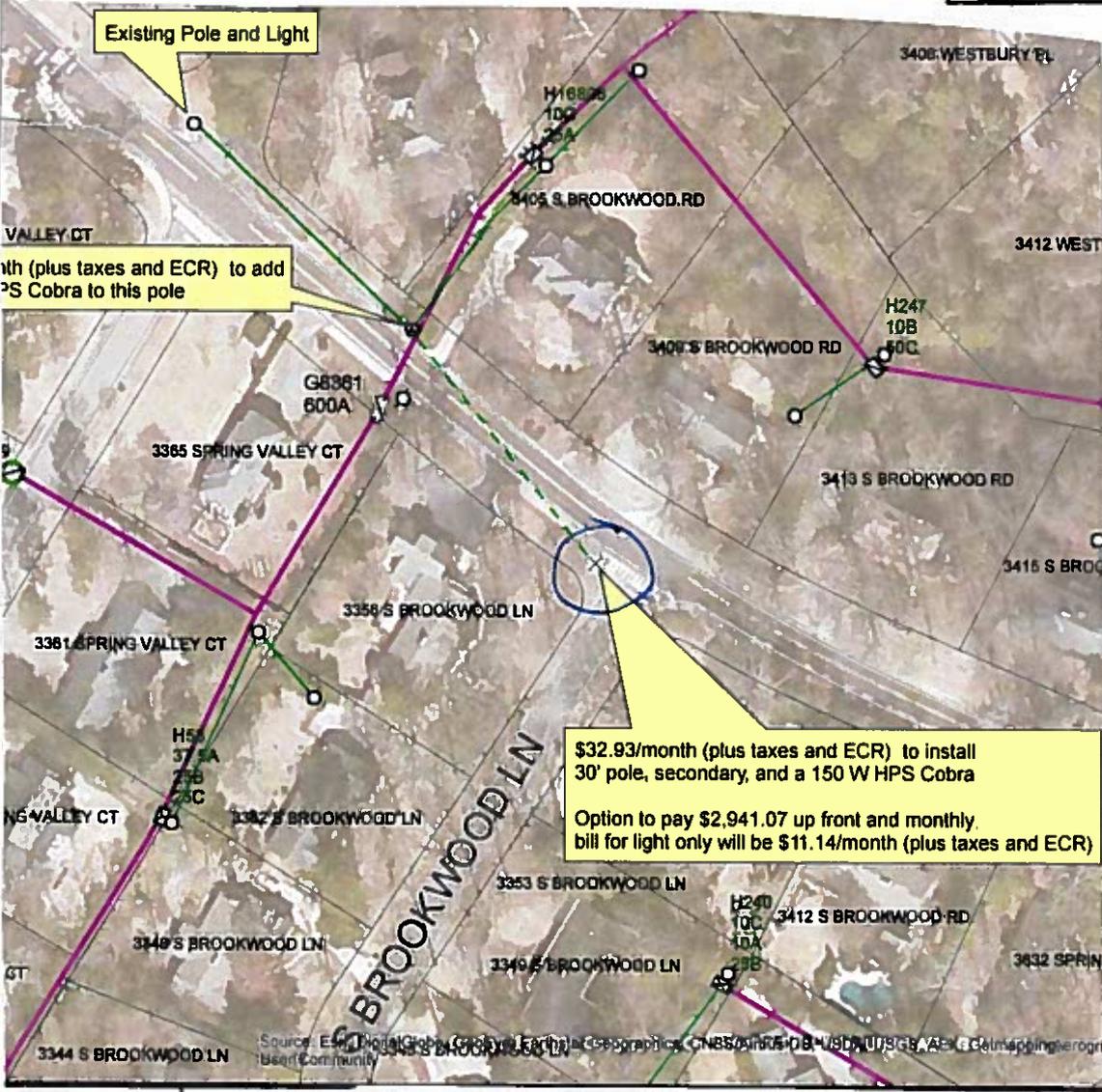
Created
11/30/2015

UserID
daswaffo

SKETCH OF PROPOSED WORK—SIMPLIFIED W. E.



Customer City of Mountain Brook		Location	Approved Serv. Date	Estimate No.
Divide	District	Town	Drawn by	Date
Sheet	Section	Township	Range	Acct Info
Acquisition Agent	Date RW Assigned	Date RW Closed	Map Reference	LOC
				Transformer Loading



Voltage	
PH	Sec.
PHONE CO.	
Co. Name	
CATV CO.	
Co. Name	
ACCESSIBLE	
TREE CROW	
ROCKHOLE	
REPAIRS NEEDED	
RW	
CITY	
COUNTY	
STATE	
MISCELL.	
OTHER	
SCALE	
DR. Per Inch	
Date	

EXHIBIT A

Created/Completed by _____ Date _____

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA/USGS, AeroGRID, IGN, and the GIS User Community



CITY OF MOUNTAIN BROOK

56 Church Street
P.O. Box 130009
Mountain Brook, Alabama 35213
Telephone: 205.802.3803
Fax: 205.870.3577
gastons@mtnbrook.org

SAM S. GASTON
CITY MANAGER

December 7, 2015

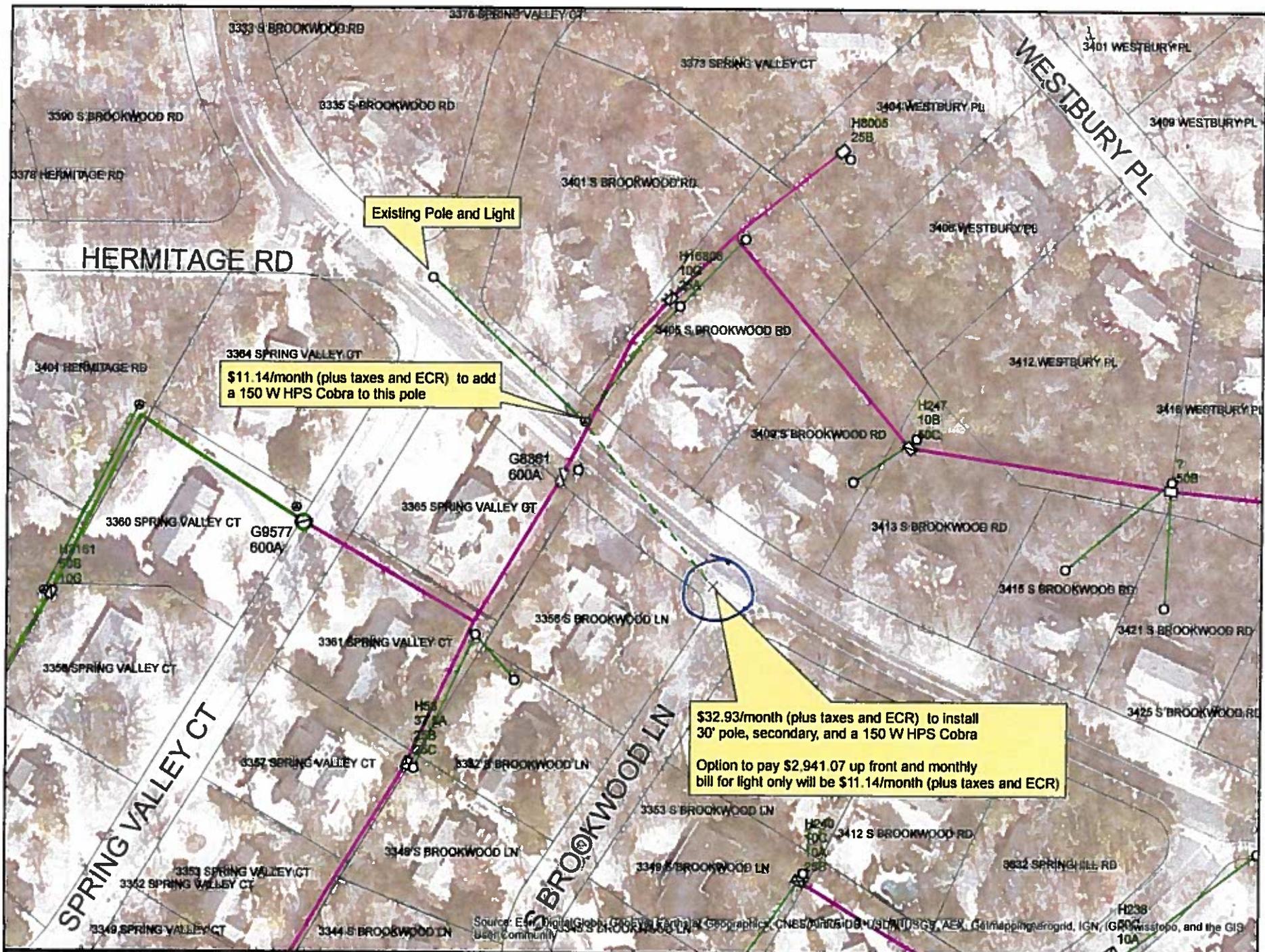
Dear Resident:

The City of Mountain Brook has received a request for a street light at the corner of South Brookwood Road and South Brookwood Lane. (See attached map.)

The Mountain Brook City Council will consider this request at its December 14th meeting which will begin at 7:00 p.m. You are invited to attend this meeting to offer your comments about this street light request. If you cannot attend, but would like to express your opinion on this street light request, please contact me at 802-3803 or gastons@mtnbrook.org.

Sincerely,

Sam S. Gaston
City Manager



UserID daswaffo	Created 11/30/2015	1 inch = 125 feet	Distribution System	 ALABAMA POWER A SOUTHERN COMPANY	Map Center 1722940 - 12155672
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RESOLUTION NO. 2015-190

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

1. That the Alabama Power Company be requested to install a 150 W HPS Cobra street light on a new (secondary) 30 foot pole at 4431 Briarglen Drive (see attached map/ illustration - Exhibit A).
2. That the City Clerk be directed to furnish the Alabama Power Company a certified copy of this resolution.

ADOPTED: This 14th day of December, 2015.

Council President

APPROVED: This 14th day of December, 2015.

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 a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on December 14, 2015, as same appears in the minutes or record of said meeting.

City Clerk

Street Lighting Modifications



Alabama Power Company

Alabama

Gentlemen:

This to advise that CITY Council City of Mountain Brook, Alabama

on the 14th day of December 2015, adopted resolutions which appear in the minutes of this meeting, authorizing the following street lighting modifications:

Fixture Ownership				Size Lamp (Lumens)	Location
Number of Fixtures Owned by Co.		Number of Fixtures Owned by Customer			
Install	Remove	Install	Remove		
1				150W	HPS Cobrahead on new (secondary) 30' pole at 4431 Briarglen Drive.

EXHIBIT A

The requested modifications will change the present billing amounts as shown below:

- (a) Additions See attached \$ _____
- (b) Removals See attached \$ _____
- (c) Other _____ \$ _____
- (d) Net Change in Annual Billing \$ _____
- (e) Previous Annual Billing \$ _____
- (f) New Annual Billing \$ _____
- (g) New Monthly Billing \$ _____

For Company Use Only	
W. E. Number	<input type="checkbox"/> W. E. Not required
Est. Order Number	Date

Alabama Power Company

Approved: _____ Signed: Lawrence T. Oden
 Title: _____ By: _____
 Title: Mayor

Map Center
1717698 - 12143419



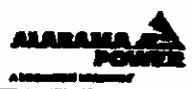
Distribution System

1 inch = 125 feet

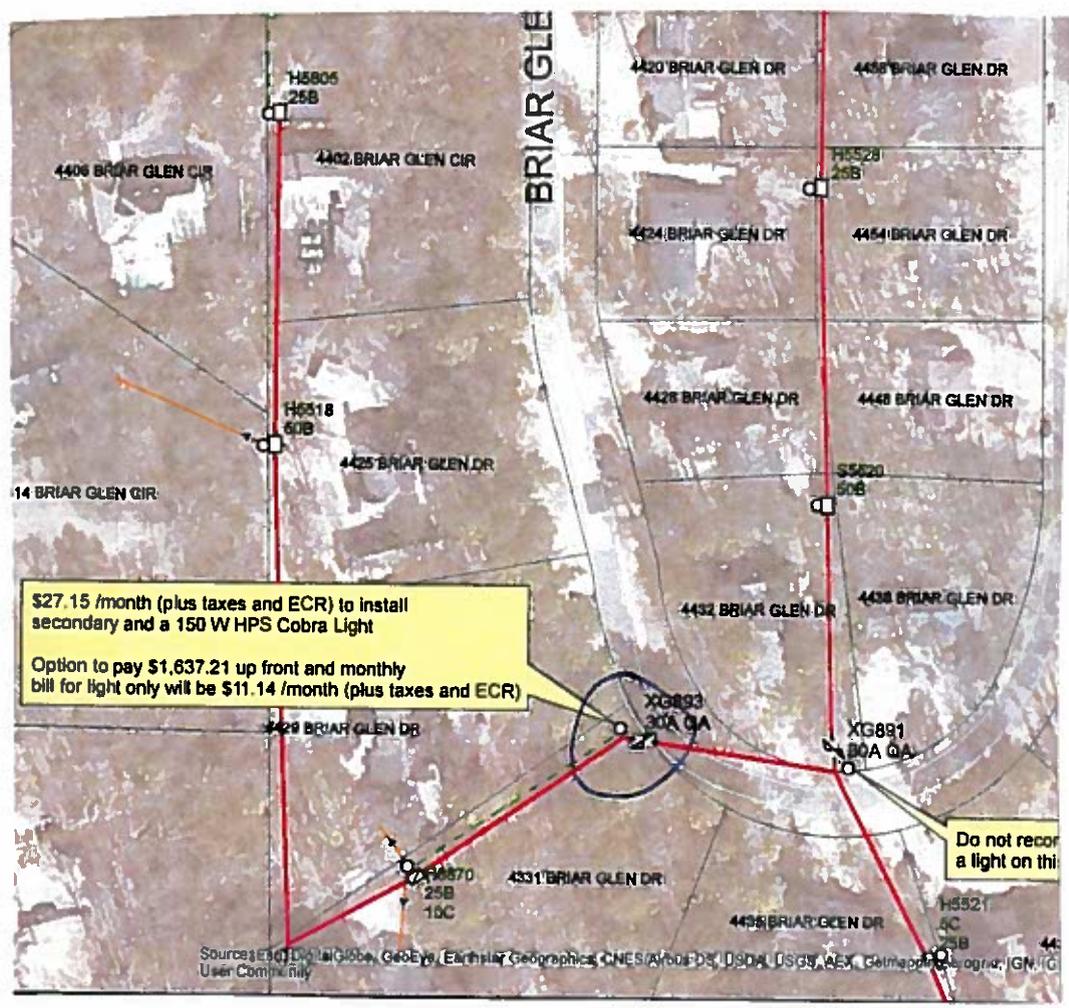
Created
11/30/2015

UserID
daswaf0

SKETCH OF PROPOSED WORK -- SIMPLIFIED W. E.



Customer City of Mountain Brook		Location		Agreed Serv. Date		Estimate No.	
Div/Field		District		Town		Drawn by	
County		Section		Township		Range	
Acquisition Agent		Date RW Assigned		Date RW Closed		Map Reference	
						LOO	
						Transformer Loading	



Voltage	
Ph	Sec.
PHONE CO.	
Co. Name	
CATV CO.	
Co. Name	
ACCESSIBLE	
TREE CREW	
ROCK HOLE	
PERMITS REQ'D	
RW	
CITY	
COUNTY	
STATE	
MORNING	
OTHER	
SCALE	
Pl. Per inch	
Date	

EXHIBIT A

Drawn by

Date



CITY OF MOUNTAIN BROOK

56 Church Street
P.O. Box 130009
Mountain Brook, Alabama 35213
Telephone: 205.802.3803
Fax: 205.870.3577
gastons@mtnbrook.org

SAM S. GASTON
CITY MANAGER

December 7, 2015

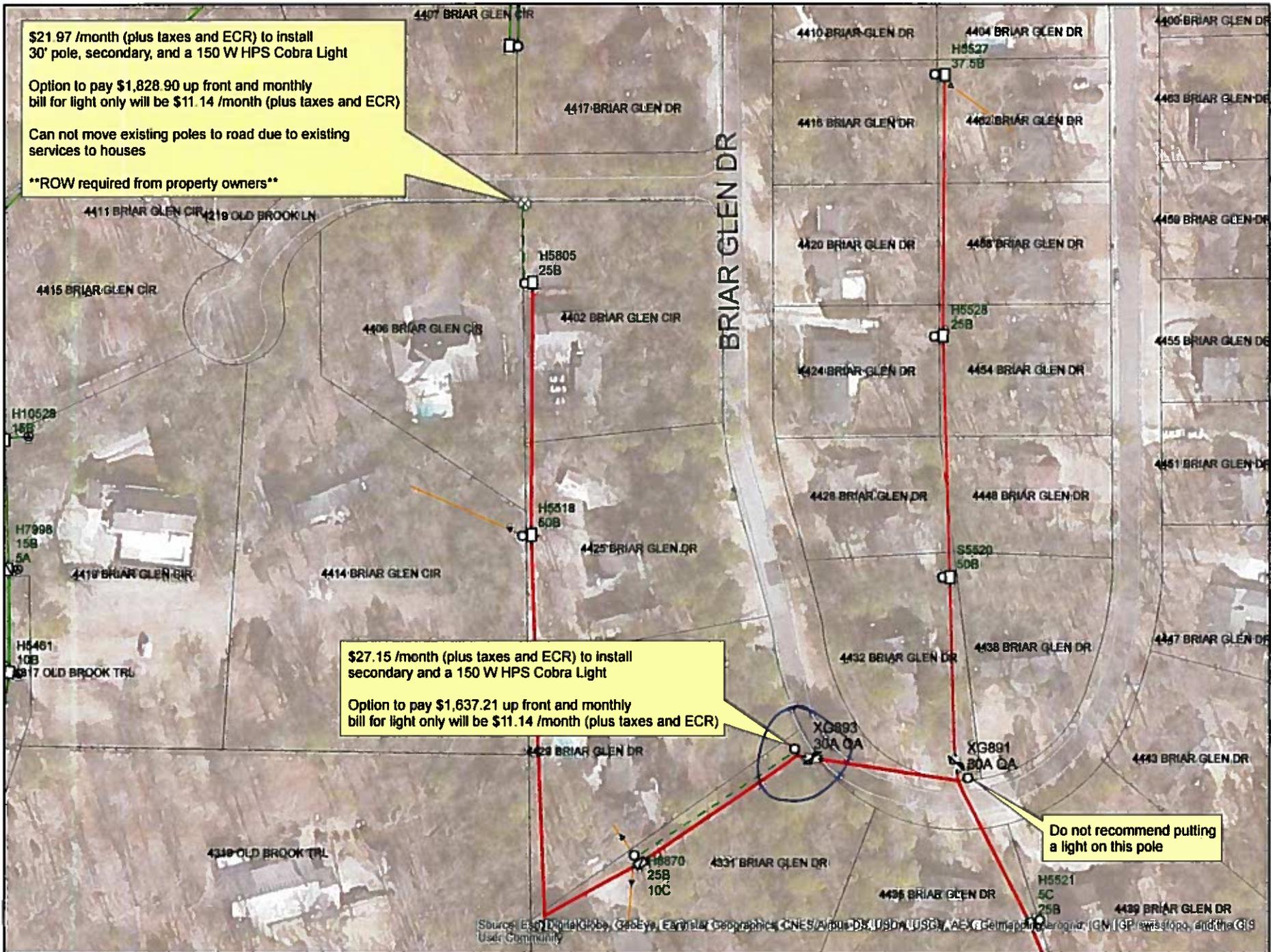
Dear Resident:

The City of Mountain Brook has received a request for a street light to be mounted on an existing utility pole at 4431 Briarglen Drive. (See attached map.)

The Mountain Brook City Council will consider this request at its December 14th meeting which will begin at 7:00 p.m. You are invited to attend this meeting to offer your comments. If you cannot attend, but would like to express your opinion on this street light request, please contact me at 802-3803 or gastons@mtnbrook.org.

Sincerely,

Sam S. Gaston
City Manager



UserID dasawffo	Created 11/30/2015	1 inch = 125 feet	Distribution System	 ALABAMA POWER <small>SOUTHERN COMPANY</small>	Map Center 1717698 - 12143419
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KRACKE & PRICE
LAWYERS & LITIGATORS

8107 Parkway Drive
LEEDS, ALABAMA 35094
TELEPHONE (205) 699-5000
FACSIMILE (205) 699-3333

Robert R. Kracke
Clifton S. Price, II

Writer's E-Mail
rkracke@klegal.com

November 24, 2015

Hon. Lawrence Terry Oden
Mayor of Mt. Brook
P.O. Box 130009
Mountain Brook, AL 35213

Dear Mayor Oden:

I recently met you at Shades Valley Rotary, where you gave an outstanding presentation about your Secret Service career. As a follow up to my conversation with you, my wife has requested that I bring to your attention that there are no street lights in the neighborhood of Briarglen, which is a subdivision off Highway 280. Please direct this correspondence to the person in the Mt. Brook city government who would make decisions regarding installation of street lights in this neighborhood.

Again, everyone in the Rotary Club of Shades Valley enjoyed your presentation. As an aside, I enjoyed meeting your wife, who brought to my attention that our sons were friends in high school, your son, Christopher, and my son, Robert.

Best regards.

Yours truly,



Robert R. Kracke

RRK/shc



City of
Mountain Brook

2015-191

Steve Boone <boones@mtnbrook.org>

Resolution for your review and comment

1 message

Steve Boone <boones@mtnbrook.org>

Wed, Dec 9, 2015 at 9:47 AM

To: Dana Hazen <hazend@mtnbrook.org>, Glen Merchant <merchantg@mtnbrook.org>, "Robert (Zeke) Ezekiel" <ezekielr@mtnbrook.org>, Ronnie Vaughn <vaughnr@mtnbrook.org>, Sam Gaston <gastons@mtnbrook.org>, Shanda Williams <williamssh@mtnbrook.org>, "Susan (Sue) DeBrecht" <sdebrecht@bham.lib.al.us>, Ted Cook <cookt@mtnbrook.org>

Cc: Amy Stephens <stephensa@mtnbrook.org>

See attached. This resolution is intended to put all on notice of their requirement to maintain medical insurance (especially those who are declining coverage through the City's plan for themselves and/or their dependents).

If you look at page two, anyone who allows their outside coverage to lapse and not enroll in the City's plan, subjects the City to a financial loss for medical premiums retroactive to the date of cancellation of their insurance. I do not think the City should bear the financial burden of an employee's omission. Hence the proposed resolution attached.

SEIB does not require employees who are declining coverage under the City's plan to document their medical coverage annually. However, by the City implementing this requirement, presumably no one could knowingly go for more than 12 months without coverage. This requirement is intended to keep employees aware of their medical insurance status and minimize their financial exposure for back premiums (in they event their medical coverage is lost for any reason).

Currently, we have 12 employees city-wide receiving the opt out incentive that may be affected by this proposed resolution. We have 2 employees who we will be stopping their opt out incentive for not providing us documentation of their medical coverage (indicating the possibility of some exposure).

Comments or suggestions are welcome.

-

Steven Boone

City of Mountain Brook

P. O. Box 130009

Mountain Brook, AL 35213-0009

Direct: (205) 802-3825

Facsimile: (205) 874-0611

www.mtnbrook.org

<http://mtnbrookcity.blogspot.com/>

Twitter®: @mountain_brook



2015- Declination of Medical Coverage Requirement to Comply.pdf

70K

RESOLUTION NO. 2015-191

WHEREAS the City of Mountain Brook offers its full-time employees a comprehensive benefits program including medical insurance coverage; and

WHEREAS employees may elect to decline medical coverage for themselves or their dependents in consideration of a taxable “opt out incentive” payable monthly by the City (Resolution No. 99-134) conditioned upon the employee’s documentation of other, outside medical coverage for those individuals for whom City medical coverage is declined; and

WHEREAS the “Eligibility and Enrollment Rules” (Sec. V.A. copy attached) of the State Employees’ Insurance Board (SEIB) expressly states that the employee and City are responsible for uncollected medical premiums retroactive to the date such other, outside medical coverage terminates for all individuals for whom City medical coverage was declined and that failure to pay such retroactive premiums subjects the City to the risk of cancellation of the group contract by SEIB; now therefore,

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby requires that all employees who elect to decline medical coverage for themselves or dependents must provide documentation annually to the City’s designated benefits manager of outside medical coverage for all individuals for whom City medical coverage is declined as a condition of receiving the “opt out incentive” and that once such opt out incentive is terminated it shall not be reinstated.

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that if such other, outside medical coverage is terminated for any reason, it is the employee’s responsibility to immediately report such terminated medical coverage to the City and to immediately enroll in the City’s group medical insurance plan.

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, should an employee fail to immediately notify and enroll in the City’s group medical plan upon termination of other, outside medical coverage, the employee shall be financially responsible for 100% any retroactive premiums assessed against the City by SEIB retroactive to the date such other, outside medical coverage terminated.

ADOPTED: This 14th day of December, 2015.

Council President

APPROVED: This 14th day of December, 2015.

Mayor

2015-191

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 a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on December 14, 2015, as same appears in the minutes of record of said meeting.

City Clerk

V.

ELIGIBILITY AND ENROLLMENT RULES

A. Minimum Employee Participation

All current and future eligible active employees, and elected officials if covered by the unit, must be enrolled in the LGHIP unless proof of other group insurance is provided. All employees who decline coverage must sign a "Declination of Coverage" form (LG04) and submit acceptable proof of other group coverage.

All eligible employees must be enrolled at all times during their employment with the unit except for any time(s) that the employee is covered by other group coverage. If an eligible employee is covered by other group coverage, that employee must provide a "Declination of Coverage" form to the LGHIB with proof of other group coverage. If an employee has declined coverage in the LGHIP and later loses their other group coverage, that eligible employee must immediately notify the LGHIB and enroll in the LGHIP. If the eligible employee does not notify the LGHIB and does not enroll in the LGHIP, both the eligible employee and the unit will be liable and will be back-billed to the date the eligible employee should have been enrolled. If the premiums for the back-billing are not paid, the unit may be cancelled from participation in the LGHIP.

If the unit elects to provide insurance coverage for its retirees, such coverage must be offered to all current and future retirees. The LGHIB may periodically require and verify an employment census.

B. Eligible Participants

1. Employee - a permanent active full-time employee in a bona fide employer-employee relationship, working 30 hours (minimum) per week, who is not on layoff or leave of absence. Temporary, part-time, seasonal, intermittent, emergency, and contract employees are not eligible for coverage. Note: Employees classified as "part-time" by a unit must average less than 30 hours of service per week.

Affordable Care Act Exception: Under the Affordable Care Act (ACA), an employee otherwise ineligible for coverage under the LGHIP must be offered LGHIP coverage if the unit is subject to the ACA and the employee meets the definition of a full-time employee as defined under the employer shared responsibility provisions of the ACA. Units with fewer than 50 full-time employees (including full-time equivalents) in the prior calendar year are not subject to the ACA employer shared responsibility provisions. All units subject to the ACA will be responsible for complying with all of the ACA employer shared responsibility provisions. The LGHIB cannot provide guidance with regard to a unit's compliance with the ACA.

Accordingly, if your unit is subject to the ACA and you believe that you must offer coverage to one of your temporary, part-time, seasonal, intermittent, emergency, or contract employees under the employer shared responsibility provisions of the ACA, you must first provide documentation to the LGHIB that:

- your unit is subject to the ACA and
- the employee meets the definition of a full-time employee as defined under the employer shared responsibility provisions of the ACA.

RESOLUTION NO. 2015-192

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the [sole] bid to move second floor library shelving to facilitate the installation of carpet presented by Florida Library Designs, Inc. is hereby accepted.

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Manager of the City is hereby authorized and directed to issue a purchase order and to execute any other documents determined to be necessary with respect to said shelving relocation and replacement project.

ADOPTED: This 14th day of December, 2015.

Council President

APPROVED: This 14th day of December, 2015.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on December 14, 2015, as same appears in the minutes of record of said meeting.

City Clerk



Steve Boone <boones@mtnbrook.org>

Bid Award

1 message

Deborah Stewart <dstewart@bham.lib.al.us>

Thu, Dec 10, 2015 at 2:00 PM

To: Sam Gaston <gastons@mtnbrook.org>, Steve Boone <boones@mtnbrook.org>

Cc: Sue DeBrecht <sdebrecht@bham.lib.al.us>

After review of the one bid received to move second floor shelving for carpet to be replaced, Sue has decided to accept the bid from Florida Library Designs, Inc. as presented. Please add to Council agenda on the 14th.

Thank you.

\$29,798

Deborah Crouch

Emmet O'Neal Library

(205) 445-1129



December 3, 2015

Sam S. Gaston
Emmet O'Neal Library
50 Oak Street
Mountain Brook, AL 35213

*\$29,798
Lump Sum
Bid Amount*

Subject: Invitation to Bid for Book and Shelving Move Project Emmet O'Neal Library

Sam Gaston,

Thank you for allowing Florida Library Designs, Inc., dba FLD Solutions, the opportunity to respond to your Solicitation. Our approach to relocate the Library collections on the shelving will respond to the specifications provided in your Invitation. We can exceed all items included in the scope of work, including all addenda and will do so in the time frame allotted.

Our Company's general competence is described in the following submittal including our firm's history, references, the Project Manager's experience, resume, and the number of employees to be mobilized, and a description of available equipment. We have provided other noteworthy information regarding our expertise.

We look forward to the opportunity serve Emmet O'Neal Library and stand ready to provide you with excellent service upon which our reputation is built.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jeffrey B Fischer', is written over a horizontal line.

Jeffrey B Fischer / VP
Florida Library Designs, Inc.
dba FLD Solutions
28010 NW 142nd Ave
High Springs, FL 32643
DUNS 603879052
386-454-7855 Office
352-514-7575 Cell
Jeff@1FLD.COM

Florida Library Designs, Inc, dba FLD Solutions

FLD traces its origins to 1982. We originally concentrated on the oil and gas manufacturing industries developing petrol chemical storage solutions. We then grew into handling projects for the library market, which led relocating books and shelving, incorporating in January of 2004 in Florida.

Our vast knowledge of library relocations and storage products stems from years of service and installations with all types of libraries and shelving manufacturers, along with having all projects handled by team members with no outsourcing.

We provide a multitude of services including relocation of collections, mapping, measuring, interfiling, planning; layout and expansion of collections; tagging for merging of collection and cleaning of books prior to or after relocation. Shifting of collections from range to range or floor to floor; back shifting and spacing of collections; merging of collection book by book or by call sequence; purging of collections for storage purposes; off-site storage of collections and shelving.

We provide the trained staff to work closely with clients and designer's providing the highest quality storage solutions and relocations for today's changing markets. We own the trucks and equipment it takes to relocate any library, for example we have over (600) rolling book carts (RBC), (100) four wheel dollies, (10) panel carts, a 26' box truck with a safety lift gate, (3) 1 ton pickups, and (2) two stage back pack HEPA vacuums. We also own the patented pneumatic powered Universal Air Lift (UAL) designed to move loaded book stacks ready to use on this project. No other company will have access to the UAL for this project. www.UniversalAirLift.com

Florida Library Designs, Inc. and Universal Air Lift, Inc. were founded by David Baucom, inventor, entrepreneur, and founder of several companies. Mr. Baucom has developed a system of training for moving library collections which he called the "Means and Methods" of library relocations. This is where a technician is trained in the Library of Congress call number system and in the proper handling of collections, then required to pass several written exams to prove that he or she has retained and understands the training as it was provided. Each tech is then required to work at least 500 hours relocating libraries with other techs that already have trained and worked the required 500 hours as a sort of mentoring program, thereby passing on the skills and gaining the experience of the founder.

We conduct background checks, drug screens, and require all employees to be able to speak, read, write, and understand the English language. This process includes E-Verify.

FLD provides all labor, supervision, equipment, material and services necessary to plan and execute the preparation, moving, and placement of collections from their present locations to new locations.

References:

Andrew G. Truxal Library

101 College Parkway, Arnold, MD 21012

Joyce Dawson, Assistant Library Director, Phone: 410-777-1262

Email: jvdawson@aacc.edu

Relocated about 20,833 LF of General Collection, Audiovisual, Reference, Periodicals, and Journals from existing building. Approximately 6,944 LF went into a temporary library, about 13,888 LF went into storage, and we then moved the entire collection back to the renovated library, interfiling all parts of the collection during the move back. This project started in the first week of August 2011, we worked for 3 weeks relocating the collection. In August of 2012 we moved all collections into the new library working again for approximately 3 weeks.

University of South Florida Libraries

4202 E. Fowler Avenue, Tampa, Florida 33602

Tom Cetwinski, Director of Administrative Services

Phone: 813-974-4592 Email: tcetwinski@usf.edu

Relocated 32,583 LF of Journals and the shelving from the 2nd floor of the library to an offsite storage facility provided by FLD. At offsite we installed the shelving and placed the Journals on them in proper order so that the collection could be accessed during the renovation, We then placed 24,833 LF of General Collection from the basement onto Rolling Book Carts (RBCs) removed the shelving in the basement and installed 15,000 SF of compact mobile storage, and placed the shelving, the General Collection from the book carts, and the Journals from offsite onto the compact mobile storage, relocating and interfiling as needed. Started this project in April of 2012 and completed it in September 2012.

The State of Arkansas, Library

900 West Capitol, Suite 100, Little Rock, AR 72201-3108

Carolyn Ashcraft, Director

Phone: 501-682-1526 Email: cashcraft@asl.lib.ar.us

Relocated about 250,000 LF of collections and shelving from existing building to new facility. Collections moved were General, Journals, Documents, Reference, and Library for the Blind Collections. This move took place in January of 2010 we worked about 3 weeks.

College of Charleston

Addlestone Library

66 George Street

Charleston SC 29424

Claire Fund, Director of Administrative Services, Phone 843-953-8002

fundc@cofc.edu

Loaded approximately 62,500 LF of General Collection, Reference, Archival, Periodicals, and Special Collections into half speed packs to be stored throughout library during three phases of the library renovation project. Measured and mapped all collections interfiling them onto shelving in new configuration. During Phase 1 we worked the first week of March 2014, Phase 2 took place the last week of April 2014 and the first 2 weeks of May 2014, Phase 3 consumed the last 2 weeks of July 2014.

Project Manager Resume

Christopher M. Netek
7119 NE 24th Loop
High Springs, FL 32643

Education:

1999 Graduated from Deer Park High School, Deer Park TX
2000 attended San Jacinto College, Deer Park, TX
2002 Technical Training "Means and Methods–Tech One" and 500 hours moving libraries, Houston, TX
2006 Technical Training seminar, High Springs, FL

Experience:

2004- Present Florida Library Designs, Inc. (known as Library Designs)
Project Manager (High Springs, FL)

Coordinate all installs (furniture, Shelving, Mobiles, Lockers, and Mezzanines)

- Dimension verification prior to product order
- Coordinates with onsite GC or Customer
- Direct Contact for customer
- Issue work orders for staff
- Maintains safety awareness
- Supervises staging of materials
- Performs final walk through

Coordinate all relocations of books, furniture, and shelving

- Attends pre-move meetings
- Counting of books in inches prior to bid
- Coordinates move with GC or Customer
- Supervises teams at each stage of move
- Performs final walk through

2002-2004 Library Designs Systems, Inc.
Supervisor – (Houston, TX)

- Coordinate all projects with staff and installations
- Contact with Customer
- Issues work orders
- Daily supervision of all crews
- In charge of staging and dimension verification
- Final walk through
- Maintains safety awareness

Resume continued:

2000-2002 Library Designs Systems, Inc.

Full Time/Part time Technician (Houston, TX)

- Assembly and disassembly of shelving, lockers, and mezzanines
- Assembly and placement of furniture
- Relocation of library books, furnishings, and shelving

Professional Expertise:

2004 – Present

Chris has been involved in every project we have undertaken.

Below is a Sampling of our Project Managers Relocation projects;

- University of Florida, Smathers Library
- Emory University, Chemistry Library
- Armstrong Atlantic University, Lane Library
- West Virginia University
- Louisville Free Public Library
- Rinehart College, GA
- Georgia College and State University
- City of Jacksonville, Mandarin Library
- City of Jacksonville, Murray Hill Library
- North Carolina State University
- North Carolina Supreme Court Library
- Iredell County Public Library
- University of Georgia
- Appalachian State University Library
- University of West Georgia
- Bethune Cookman Library
- Southern Illinois University
- Mott Community College
- PalmBeach Community College
- Morgan County Public Library
- Moody AFB Library
- Rowan County Public Library
- Valencia Community College
- Georgia State Henderson Library
- Nassau County, Callahan Library
- Arkansas State University
- North Carolina Court Library
- Ave Maria University Library

4. Experience.

- (a) the name of the board or entity you served;
Volusia County Library System
- (b) describe the nature of the services provided;
Using the Universal Air Lift (UAL), we relocated the shelving at almost all branches of the library system for carpet replacement.
- (c) the contract amount;
3/2007 \$20,033, 4/2007 \$13,549, 8/2007 \$10,295, 3/2008 \$34,487, 10/2012 \$48,839, 9/2013 \$13,302.00, 01/2014 \$21,765.00
- (d) the dates in which you performed the services;
see (c) above
- (e) contact information for a reference with the entity you served;
Dale (Rusty) Latimore, 386-248-1745 ext. 1233, dlarrimore@volusia.org
- (f) in reference to the contract amount for the work, the percentage of services that were performed by your organization with your own forces.
All work was performed by our own employees.

- (a) University of Central Arkansas**
- (b) Using the Universal Air Lift (UAL), we relocated approximately 789 double faced sections of shelving for carpet replacement.**
- (c) \$114,039.00**
- (d) May 2015**
- (e) Sandra Mabry, 501-412-7116, sandym@uca.edu**
- (f) All work was performed by our own employees.**

- (a) Carpet Studio at Leon County Library System**
- (b) Universal Air Lift used to relocate shelving for carpet replacement.**
- (c) \$32,360**
- (d) 12/2010**
- (e) Charles Maphis, 850-656-2666, clmaphis@hotmail.com**
- (f) All work performed by our employees**

- (a) Southwest Solutions Group at Texas Southern University**
- (b) Universal Air Lift used to relocate shelving for carpet replacement.**
- (c) \$34,240**
- (d) 8/2015**
- (e) Jeff Rosaasen, 210-336-5086, jrosaasen@southwestsolutions.com**
- (f) All work performed by our employees**

- (a) Southwest Solutions Group at St Mary's University**
- (b) Universal Air Lift used to relocate shelving for carpet replacement.**
- (c) \$12,886**
- (d) 5/2015**
- (e) Jeff Rosaasen, 210-336-5086, jrosaasen@southwestsolutions.com**
- (f) All work performed by our employees**

- (a) Southwest Solutions Group at Rosenberg Library**
- (b) Universal Air Lift used to relocate shelving for carpet replacement.**
- (c) \$21,489**
- (d) 4/2015**
- (e) Jeff Rosaasen, 210-336-5086, jrosaasen@southwestsolutions.com**
- (f) All work performed by our employees**

- (a) Southwest Solutions Group at Texas A&M University**
- (b) Universal Air Lift used to relocate shelving for carpet replacement.**
- (c) \$193,206**
- (d) 10/2014 thru 02/2015**
- (e) Jeff Rosaasen, 210-336-5086, jrosaasen@southwestsolutions.com**
- (f) All work performed by our employees**

The above named projects are just a small sample of our work, moving libraries is our business, we have been incorporated in Florida since 2004.

**EXHIBIT A
 BID RESPONSE FORM
 BOOK AND SHELVING MOVE PROJECT
 DECEMBER 1, 2015**

PROJECT	SPECIFICATIONS	LUMP SUM AMOUNT
Book and Shelving Move- 2 nd Floor of Library	See Bid Documents*	\$ 29,798.00

Florida Library Designs, Inc.
Name of Firm or Company Submitting Bid

12/04/15
Date of Bid

28010 NW 142nd Ave
Street Address

20-0572575
Tax Id # of Bidder

High Springs, FL 32643
City State Zip

UniversalAirLift.com
Web Site of Bidder

Jeffrey B Fischer
Printed Name Representative Executing for Bidder

352-514-7575
Cell Ph. # Bidder Contact


Signature of Bidder Representative

386-454-7855
Office Ph. # Bidder Contact

Vice President
Title

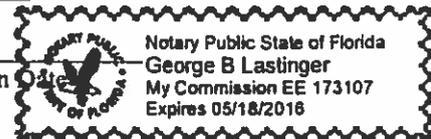
Jeff@1FLD.COM
Email Address Bidder Rep.

This bid must be notarized:

Sworn to and subscribed before me on this 4th day of December 2015.


 Notary Public

Commission Expiration



NOTES.

- *These Specifications include moving shelving with books in place and replacing all shelving to original position in connection with carpet replacement on second floor.
- If a bidder is making any exceptions to the Bid Specifications, please state those on separate sheet and attach that sheet to your Bid Response.
- Each bidder must complete, sign, notarize and return the enclosed Bidder Affidavit and Warranty with its Bid Response.

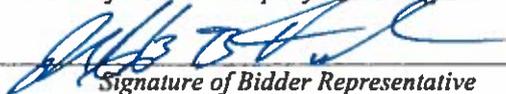
BIDDER AFFIDAVIT AND WARRANTY

The undersigned warrants, represents and agrees to each of the following in connection with its Bid Response for the contract to be awarded for the Book and Shelving Move Project:

- (a) it has not colluded with any other bidders;
- (b) it has not, directly or indirectly, induced any other bidder to submit a sham bid or to refrain from making a bid;
- (c) it has not paid or agreed to pay to any party, either directly or indirectly, any money or other thing of value for assistance or aid rendered to or to be rendered in attempting to procure the contract contemplated in this bid;
- (d) all the information contained in the response to the bid is true and correct; and
- (e) the Library may rely on information submitted in awarding the subject contract.

Florida Library Designs, Inc

Name of Firm or Company Submitting Bid

By: 
Signature of Bidder Representative

Printed Name: Jeffrey B Fischer

Its: Vice President
Title

Date: 12/05/15

Sworn to and subscribed before me on this 4th day of December 2015


Notary Public

Commission Expiration Date

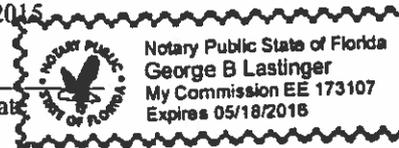


EXHIBIT B - BIDDER QUALIFICATION FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID RESPONSE FORM

1. Name of Business: Florida Library Designs, Inc

Principal Business Address:

28010 NW 142nd Ave

High Springs, FL 32643

2. Primary Business Contact for Project:

Name: Jeff Fischer

Title or Position with Company: V/P

Day Phone: 386-454-7855

Email: Jeff@1FLD.COM

Street Mailing Address of Contact: 28010 NW 142nd Ave

High Springs, FL 32643

3. Business History

(a) How many years has your organization been in business? 11

(b) How many years has your organization been in business under its present business name? 11

(c) Under what other or former names has your organization operated?

N/A

(d) Type of Organization and Key Managers:

(1) Please state the type of organization (e.g. corporation, limited liability company, etc.) and the state in which your firm was organized:

Type: corporation

State: Florida

(2) Provide the names and positions of your key managers, officers and owners:

George Lastinger President, Chris Netek, V/P

Jeff Fischer, V/P

4. Experience.

On a separate sheet, list each contract or service arrangement in which your organization has provided Book and Shelf Move services like those requested by the Library to other libraries. As to each such contract or service arrangement, provide the following information:

- (a) the name of the board or entity you served;
- (b) describe the nature of the services provided;
- (c) the contract amount;
- (d) the dates in which you performed the services;
- (e) contact information for a reference with the entity you served;
- (f) in reference to the contract amount for the work, the percentage of services that were performed by your organization with your own forces.

5. Administration of Business

Describe how you operate and administer your business. In this description, please state each of the following:

- (a) the total number of employees; 10
- (b) the number of workers who are dedicated to field service operations; 8
- (c) the name and title of your general supervisor of field service operations; Chris Netek V/P
- (d) the number of employees dedicated to administrative, accounting and other back office matters; 2
- (e) the name and title of the senior person responsible for administrative matters; and Jeff Fischer V/P
- (f) the street address and location of an office in Jefferson County, Alabama, if any: N/A

6. Resources.

Please state below the equipment, personnel who would be assigned to work on the Project and other resources that you have available and will dedicate to the Project if your firm is awarded the contemplated contract.

One Universal Air Lift will be provided for this project, we plan to assign 4 team members to operate the UAL, to work closely with the carpet contractor in a workman like manner.

7. Claims History

(a) Within the last five (5) years, has your firm, or any of your key managers, officers or owners, been a party to any lawsuit, any arbitration or participated in any other type of alternative dispute resolution process with regard to a claim, dispute, or disagreement arising from your firm's (or any officer's, manager's or such owner's) performance or failure to perform its obligations under an agreement to provide services and conduct operations? (For purposes of this question, an "owner" of the bidder is any person who holds 10% or more of the stock or interest in the bidder organization.)

NO

If yes, for each such contract or project, explain fully the nature of the project, location, circumstances, your role, and, if resolved, the manner in which any such claim or dispute was resolved:

N/A

(b) Within the last five (5) years, has any customer of your firm made, asserted or pursued a claim against a Surety that issued a Performance Bond on a contract that was being performed by the bidder and that arose from its performance or failure to perform obligations under an agreement with that customer to provide services? NO

If yes, for each such project, explain fully the nature of the matter, location, circumstances, your role, and, if resolved, the manner in which any Performance Bond claim was resolved:

N/A

(c) Within the last five (5) years, have any of your firm's customers formally declared that your firm is in default or has breached a material obligation in any agreement to provide services or operations?

No

If yes, for each such project, explain fully the nature of the project, location, circumstances, your role, and, if resolved, the manner in which any such default or breach was resolved:

N/A

(d) Has your organization ever failed to complete any work or a contract awarded to it? NO

If yes, please provide all details related to such matter.

N/A

CERTIFICATION

The undersigned representative of the bidder certifies that he/she is authorized to sign below and submit this Bidder Qualification Form on its behalf, and that the submitted information is current, accurate, true and sufficiently complete so as not to be misleading.

Name of Bidder/Interested Contractor:

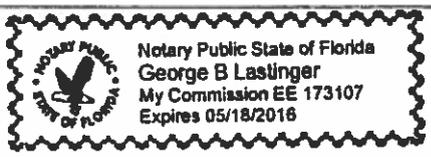
Florida Library Designs, Inc

By: *[Signature]*
Signature of Rep.
Jeffrey B Fischer
Printed Name of Rep.
Its: Vice President
Title Authorized Representative

Sworn to and subscribed before me this date: December 4, 2015

Notary Public: *George B. Lastinger* (Seal)

My commission expires: _____





CERTIFICATE OF

DATE (MM/DD/YYYY)

4/30/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATIONAL PURPOSES ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Scarborough Insurance 2811 NW 41st Street Suite A-1 Gainesville FL 32606	CONTACT NAME: Tonya Johnson PHONE: (352) 377-2002 FAX: (352) 376-8393 E-MAIL: tonya@scarins.com ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Florida Library Designs, Inc. 28010 N.W. 142nd Avenue High Springs FL 32643-3930	INSURER A: Hanover Insurance Company NAIC #: 22292	
	INSURER B: Massachusetts Bay Ins. Co. NAIC #: 22306	
	INSURER C: Bridgefield Employers Ins Comp NAIC #: 0178	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL1543031922

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			RHJ911912804	4/25/2015	4/25/2016	EACH OCCURRENCE \$ 1,000,00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,00 MED EXP (Any one person) \$ 5,00 PERSONAL & ADV INJURY \$ 1,000,00 GENERAL AGGREGATE \$ 2,000,00 PRODUCTS - COMP/OP AGG \$ 2,000,00
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			ADJ9119184-04	4/25/2015	4/25/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 50,00
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UBJ911902904	4/25/2015	4/25/2016	EACH OCCURRENCE \$ 5,000,00 AGGREGATE \$ 5,000,00
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	830-50012	1/16/2015	1/16/2016	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,00 E.L. DISEASE - POLICY LIMIT \$ 1,000,00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS CERTIFICATE OF INSURANCE IS ISSUED AS A MATTER OF INFORMATIONAL PURPOSES ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES

CERTIFICATE HOLDER**CANCELLATION**

For Bidding Purposes Only. If Bid is awarded please contact our office for an updated certificate

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ve Project Emmet O'Neal Library

AUTHORIZED REPRESENTATIVE

High Springs, FL 32643

Tonya Johnson/TMJ

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ORDINANCE NO. 1946

**AN ORDINANCE TO ALTER AND REARRANGE
THE BOUNDARY LINES OF THE CITY OF MOUNTAIN BROOK, ALABAMA,
SO AS TO INCLUDE WITHIN THE CORPORATE LIMITS CERTAIN OTHER
TERRITORY CONTIGUOUS TO SAID CITY**

WHEREAS, the City Council of the City of Mountain Brook, Alabama, does hereby determine that the matters set forth in that certain petition of **Dena F. Bowden and Shirley B. Fortenberry, as the Heir under the Will of J. Gary Fortenberry** wherein the owners of the property described therein and hereinafter described in this Ordinance, requested that said property be annexed to the City of Mountain Brook are true, and that it is in the public interest that said properties be annexed to the City of Mountain Brook.

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

Section 1. Alteration of Corporate Limits. That under the provisions of the Code of Alabama (1975) § 11-42-21, the corporate limits of the City of Mountain Brook, Alabama, be, and the same are altered and rearranged so as to include, in addition to the territory already within the corporate limits of said City, the territory described in Exhibit "A" attached hereto and made a part hereof, which territory is contiguous to said City of Mountain Brook, Alabama, and not within the corporate limits of any other municipality where such alteration is conditioned upon the owners' execution and recording of protective covenants in the form as attached here to as Exhibit "B-1".

Section 2. Zoning. The zoning of the property described in Exhibit "A" attached hereto will be temporarily assigned to the zoning district set forth in City of Mountain Brook Ordinance No. 1347.

Section 3. Fire Dues. Pursuant to Act No. 604, as amended, of the 1976 Alabama Legislature, the City does hereby agree that if the territory described in this ordinance, or part thereof, is in any fire district organized under the laws of the State of Alabama, an amount shall be paid to the fire district equal to six times the amount of dues that the owner of the territory being annexed paid to the fire district the preceding year.

Section 4. Severability. If any part, section, or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect notwithstanding such holding. If any part, section, or subdivision of this ordinance or documents, map, or petition to which it may refer shall be held unconstitutional or invalid as to any portion of the territory annexed herein, such holding shall not be construed to impair or invalidate the ordinance as to the territory not included in or affected by such holding.

Section 5. Publication. The City Clerk shall file a certified copy of the property described in Exhibit "A" attached hereto, and a certified copy of this ordinance with the Probate Judge of the county in which the property is located, and also cause a copy of this ordinance to be published in a newspaper of general circulation in the City of Mountain Brook, or to be published by posting as provided by law.

1946

Section 6. Repealer. All ordinances or parts of ordinances heretofore adopted by the City Council of the City of Mountain Brook, Alabama, which are inconsistent with the provisions of this ordinance are hereby expressly repealed.

ADOPTED: This 14th day of December, 2015.

Council President

APPROVED: This 14th day of December, 2015.

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, at its regular meeting on the 14th day of December, 2015, as same appears in the minutes of record of said meeting, and published by posting copies thereof on the 15th day of December, 2015, at the following public places, which copies remained posted for five (5) days as provided by law:

City Hall, 56 Church Street
Gilchrist Pharmacy, 2850 Cahaba Road

Overton Park, 3020 Overton Road
The Invitation Place, 3150 Overton Road

City Clerk

Exhibit A
Description of Property

Commence at the Northeast corner of the SE 1/4 of the SE 1/4 of Section 25, Township 17 South, Range 2 West; thence West along the North line of said SE 1/4 of the SE 1/4 a distance of 285.27 feet to a point on the Southeasterly right-of-way line of the Old Leeds Road; thence $47^{\circ}06'$ to the left in a Southwesterly direction along said Southeasterly right-of-way line of the Old Leeds Road a distance of 5.32 feet to the point of beginning; thence continuing in a Southwesterly direction along said Southeasterly right-of-way line of the Old Leeds Road a distance of 300.0 feet to a point; thence $90^{\circ}00'$ to the left in a Southeasterly direction a distance of 298.26 feet to a point; thence $134^{\circ}50'$ to the left in a Northerly direction and parallel to the East line of Section 25, Township 17 South, Range 2 West a distance of 423.04 feet to the point of beginning.

EXHIBIT B - 1

STATE OF ALABAMA)

JEFFERSON COUNTY)

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, _____ is/are the owner/owners of the following described real property, located in Jefferson County, Alabama, with an address of _____, more particularly described on Exhibit "A" and illustrated in the accompanying map entitled Exhibit "B," which are attached hereto and made a part hereof; and

WHEREAS, the undersigned desires to subject said Property with the conditions, limitations, and restrictions hereinafter set forth.

The undersigned does hereby expressly engraft the following restrictive and protective covenants, conditions, covenants, and limitations on the real property hereinafter described in Exhibit A attached hereto:

I. EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS.

- A. The Property shall be used for single-family residential purposes only and for no other use or purpose.
- B. Any residence constructed on the Property shall contain a minimum of 4,500 square feet of heated and cooled area.
- C. The exterior of the residence constructed on the Property must be of brick or better material, and such residence shall have a pitched roof.
- D. The residence constructed must contain a minimum of a two (2) car garage or parking area within a basement.
- E. The Property shall not be further subdivided.

II. GENERAL PROVISIONS.

- A. The Owner of the Property shall use his or her best efforts to prevent the development or occurrence of any unclean, unsightly, or unkempt conditions of buildings or grounds on such Property which shall tend to decrease the beauty of the specific area or the neighborhood as a whole.

- B. No weeds, underbrush, or other unsightly growth shall be permitted to grow or remain from the building line forward, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain upon any part of the Property.
- C. No vegetables or other crops may be grown on the front yard of any house on the Property.
- D. No trash, garbage, or other refuse shall be dumped, stored, or accumulated on the Property. Trash, garbage, or other waste shall not be kept on the Property except in sanitary containers or garbage compactor units.
- E. No structure of temporary character such as a trailer, mobile home, manufactured home, double-wide manufactured home, tent, or shack shall be used as a residence either temporarily or permanently.

III. GENERAL PROVISIONS.

- A. Each and every covenant and restriction contained herein shall be considered to be an independent and separate covenant and agreement and in the event any one or more of said covenants or restrictions shall, for any reason, be held invalid or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect in all matters and respects.
- B. The covenants and restrictions herein shall enure to the benefit of the land described above and shall run with the land. If any person shall violate or attempt to violate any of such restrictions or covenants, it shall be lawful for the undersigned or the City of Mountain Brook, Alabama: (a) to prosecute proceedings at law for the recovery of damages against the person or persons so violating or attempting to violate any such covenant or restriction, or (b) to maintain an action in equity against the person or persons so violating or attempting to violate any such covenant or restriction for the purpose of preventing such violation; provided, however, that the remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law.
- C. The restrictions, covenants and provisions contained herein shall remain in full force and effect for a period of twenty-five (25) years from the date hereof, after which time said restrictive covenants and provisions shall be automatically extended for successive periods of ten (10) years.

IN WITNESS WHEREOF, _____, who is duly authorized, executes this Declaration of Protective Covenants on this _____ day _____, 2_____.

ATTEST:

Signature of Property Owner

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority in and for said county and state hereby certify that

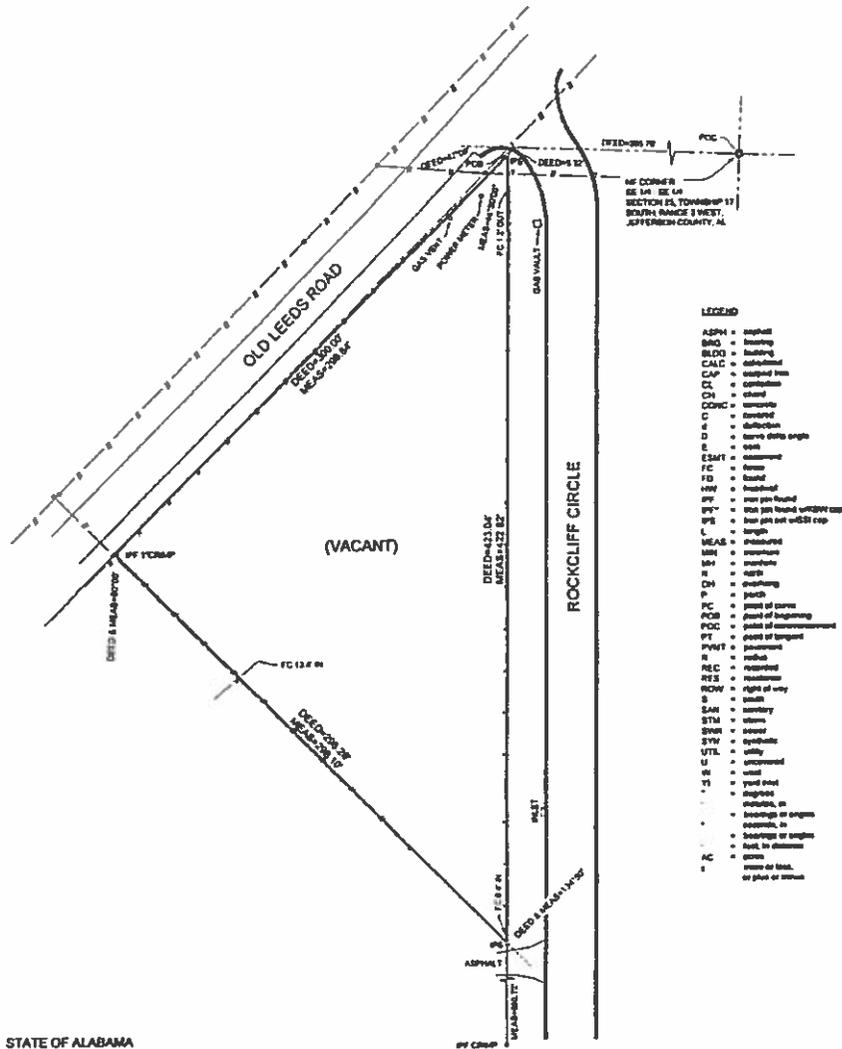
whose name is/names are signed to the foregoing Declaration of Protective Covenants and who is/are known to me, acknowledged before me on this day that, being informed of the contents, has full authority and has executed the same voluntarily.

Given under my hand and official seal on this _____ day of _____, 2_____.

Notary Public

My commission expires:

SCALE: 1" = 30'



- LEGEND**
- ASPH = asphalt
 - BRG = bearing
 - BLDG = building
 - CALC = calculated
 - CAP = capped iron
 - CL = culminate
 - CH = chain
 - CONC = concrete
 - C = corner
 - D = distance
 - D = curve data angle
 - E = east
 - ESMT = easement
 - FC = fence
 - FB = flag
 - HW = highway
 - IPY = iron pin found
 - IPY = iron pin found w/CDW cap
 - IPS = iron pin set w/SS cap
 - L = length
 - MEAS = measured
 - MMI = monument
 - MA = mark
 - N = north
 - CH = chaining
 - P = point
 - PC = point of curve
 - PTB = point of beginning
 - POB = point of commencement
 - PT = point of tangency
 - PLANT = placement
 - R = radius
 - REC = received
 - RS = roadside
 - ROW = right of way
 - S = south
 - SM = survey
 - STM = stream
 - SWR = survey
 - SYN = synthetic
 - UTL = utility
 - U = unimproved
 - W = west
 - YS = yard stake
 - Z = angle
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 - CHAINS, M = chains, m
 - CHAINS, YD = chains, yd
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STATE OF ALABAMA
SHELBY COUNTY

I, Carl Daniel Moore, a registered Land Surveyor, certify that I have surveyed a tract of land in the SE 1/4 of the SE 1/4 of Section 25, Township 17 South, Range 2 West, Jefferson County, Alabama, being more particularly described as follows:

Commence at the Northeast corner of the SE 1/4 of the SE 1/4 of Section 25, Township 17 South, Range 2 West; thence West along the North line of said SE 1/4 of the SE 1/4 a distance of 285.27 feet to a point on the Southeastary right-of-way line of the Old Leeds Road; thence 47°06' to the left in a Southwesterly direction along said Southeastary right-of-way line of the Old Leeds Road a distance of 5.32 feet to the point of beginning; thence continuing in a Southwesterly direction along said Southeastary right-of-way line of the Old Leeds Road a distance of 300.0 feet to a point; thence 60°00' to the left in a Southeastary direction a distance of 288.26 feet to a point; thence 134°50' to the left in a Northerly direction and parallel to the East line of Section 25, Township 17 South, Range 2 West a distance of 423.04 feet to the point of beginning.

I furthermore certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief, that the correct address is as follows: 5313 Old Leeds Road according to my survey of February 19, 2015. Survey is not valid unless it is sealed with embossed seal or stamped in red.

SURVEYING SOLUTIONS, INC.
2232 CAHABA VALLEY DRIVE SUITE M
BIRMINGHAM, AL 35242
PHONE: 205-991-8985

Carl Daniel Moore
Carl Daniel Moore, Reg. L.S. #12159

2-20-15
Date of Signature



Order No. 14684
Purchaser: Bowden
Type of Survey: Boundary

Property Detail Report

For Property Located At :
5313 OLD LEEDS RD, BIRMINGHAM, AL 35210



Owner Information

Owner Name: **FORTENBERRY J GARY/BOWDEN DENA F**
 Mailing Address: **9405 PINE GROVE RD, WARD AL 36922-2400 R002**
 Vesting Codes: **//**

Location Information

Legal Description: **P O B 415S FT S W OF THE INTER OF E LINE SEC 25 T 17 S R 2 W & S E LINE OLD LEEDS RD TH SW 300S FT ALG RD TH S E 298.3S FT TH N 423S FT TO POB**

County:	JEFFERSON, AL	APN:	23-00-25-4-009-003.000
Census Tract / Block:	108.05 / 4	Alternate APN:	333150
Township-Range-Sect:	17-2W-25	Subdivision:	
Legal Book/Page:		Map Reference:	23-25-4 / 23-25-4
Legal Lot:		Tract #:	
Legal Block:	415S	School District:	
Market Area:		School District Name:	
Neighbor Code:		Munic/Township:	OUTSIDE MUNIC

Owner Transfer Information

Recording/Sale Date:	/	Deed Type:	
Sale Price:		1st Mtg Document #:	
Document #:			

Last Market Sale Information

Recording/Sale Date:	/	1st Mtg Amount/Type:	/
Sale Price:		1st Mtg Int. Rate/Type:	/
Sale Type:		1st Mtg Document #:	
Document #:		2nd Mtg Amount/Type:	/
Deed Type:		2nd Mtg Int. Rate/Type:	/
Transfer Document #:		Price Per SqFt:	
New Construction:		Multi/Split Sale:	
Title Company:			
Lender:			
Seller Name:			

Prior Sale Information

Prior Rec/Sale Date:	/	Prior Lender:	
Prior Sale Price:		Prior 1st Mtg Amt/Type:	/
Prior Doc Number:		Prior 1st Mtg Rate/Type:	/
Prior Deed Type:			

Property Characteristics

Year Built / Eff:	/	Total Rooms/Offices:		Garage Area:	
Gross Area:		Total Restrooms:		Garage Capacity:	
Building Area:		Roof Type:		Parking Spaces:	
Tot Adj Area:		Roof Material:		Heat Type:	
Above Grade:		Construction:		Air Cond:	
# of Stories:		Foundation:		Pool:	
Other Improvements:		Exterior wall:		Quality:	
		Basement Area:		Condition:	

Site Information

Zoning:	E-2	Acres:	1.03	County Use:	VACANT LAND (910)
Lot Area:	44,867	Lot Width/Depth:	x	State Use:	
Land Use:	VACANT LAND (NEC)	Commercial Units:		Water Type:	
Site Influence:		Sewer Type:		Building Class:	

Tax Information

Total Value:	\$148,300	Assessed Year:	2014	Property Tax:	\$1,500.97
Land Value:	\$148,300	Improved %:		Tax Area:	0010000
Improvement Value:		Tax Year:	2013	Tax Exemption:	
Total Taxable Value:					



PARCEL #: 23 00 25 4 009 003.000
OWNER: FORTENBERRY J GARY &
ADDRESS: 9405 PINE GROVE RD WARD AL 36922-2400
LOCATION: 5313 OLD LEEDS RD BHAM AL 35210

15-001.0
 Land: 148,300
 Acres: 0.000
 Baths: 0.0
 Bed Rooms: 0
 Imp: 0
 Sales Info: \$0
 H/C Sqft: 0
 Land Sch: A113
 Total: 148,300

<< Prev Next >> [1 / 1 Records]

Tax Year: 2015

SUMMARY

ASSESSMENT

PROPERTY CLASS: 2
 EXEMPT CODE:
 MUN CODE: 01 COUNTY
 SCHOOL DIST:
 OVR ASD VALUE: \$0.00
 OVER 65 CODE:
 DISABILITY CODE:
 HS YEAR: 0
 EXM OVERRIDE AMT: \$0.00
 TOTAL MILLAGE: 50.1

CLASS USE:
 FOREST ACRES: 0
 PREV YEAR VALUE: \$148,300.00
 TAX SALE:
 BOE VALUE: 0

VALUE

LAND VALUE 10% \$0
 LAND VALUE 20% \$148,320
 CURRENT USE VALUE [DEACTIVATED] \$0

TOTAL MARKET VALUE [APPR. VALUE: \$148,300]: \$148,320

Assesment Override:

MARKET VALUE:
 CU VALUE:
 PENALTY:
 ASSESSED VALUE:

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	2	1	\$29,660	\$192.79	\$0	\$0.00	\$192.79
COUNTY	2	1	\$29,660	\$400.41	\$0	\$0.00	\$400.41
SCHOOL	2	1	\$29,660	\$243.21	\$0	\$0.00	\$243.21
DIST SCHOOL	2	1	\$29,660	\$0.00	\$0	\$0.00	\$0.00
CITY	2	1	\$29,660	\$0.00	\$0	\$0.00	\$0.00
FOREST	2	1	\$0	\$0.00	\$0	\$0.00	\$0.00
SPC SCHOOL1	2	1	\$29,660	\$151.27	\$0	\$0.00	\$151.27
SPC SCHOOL2	2	1	\$29,660	\$498.29	\$0	\$0.00	\$498.29

ASSD. VALUE: \$29,660.00

\$1,485.97

GRAND TOTAL: \$1,485.97

Payoff Quote

- Search
- Pay Tax
- Assessment
- Forms

- QUICK LINKS**
- BOE
 - Property Tax
 - Assessment
 - Collection
 - Millage Rate
 - Contact Us
 - County Site
 - == News ==

Disclaimer: Information and data provided by any section of this website are being provided "as-is" without warranty of any kind. The information and data may be subject to errors and omissions.

Jefferson County
 716 Richard Arrington Jr Blvd N
 Birmingham, AL 35203
 (205) 325-5500





Galloway Scott Moss & Hancock LLC

Attorneys at Law

November 9, 2015

Mr. Steve Boone
City of Mountain Brook
P.O. Box 130009
Birmingham, AL 35213

Re: Petition for Annexation
Property Address: 5313 Old Leeds Road, Birmingham, AL 35210

23-00-25-4-009-003.000

Dear Mr. Boone:

Pursuant to your email instructions, enclosed herein please find a petition for annexation with exhibits regarding the above-referenced address. I understand that this petition will be heard at the next City Council meeting on November 23, 2015.

If you have any questions concerning the petition, please let me know. I look forward to hearing from you regarding this matter.

Sincerely,

Mary O. O'Neill

MOO/jbd
Enclosure

c: Mrs. Shirley B. Fortenberry
Mrs. Dena Bowden
Frank C. Galloway III

moo@gallowayscott.com

TO THE CITY CLERK AND THE CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, A MUNICIPAL CORPORATION IN THE STATE OF ALABAMA:

The undersigned (is the owner) (are the owners) of the property described in Exhibit A attached hereto ("Property"), which is contiguous to the corporate limits of the City of Mountain Brook, a municipal corporation in the State of Alabama ("City"). No part of the Property is within the corporate limits or police jurisdiction of any other municipality. (I) (We) hereby file this petition with the City Clerk of the City and request that the Property be annexed to the City, pursuant to the Code of Alabama 1975, §11-42-21, et seq. A map of the Property, which shows its relationship to the corporate limits of the City, is attached hereto as Exhibit B.

In witness whereof, the undersigned (has) (have) signed this petition on the 27TH day of OCTOBER, 2015.

TRAVIS J. BOWDEN
Witness

Travis J. Bowden
(signature)

Dena F. Bowden
Dena F. Bowden

James Johnston
Witness

James Johnston
(signature)

Shirley B. Fortenberry
Shirley B. Fortenberry, Heir
under the Will of J. Gary Fortenberry

YES () NO () Owners are unsure.

8. Attach a copy of the deed by which the Property was conveyed to the present owner(s). See Exhibit C.

In witness whereof, the undersigned (has) (have) executed this questionnaire on the date indicated hereinafter:

Frank A. Bowden
Witness

Dena F. Bowden
Dena F. Bowden

October 27, 2015
Date

Jan Fortenberry
Witness

^{BBB}
Shirley Fortenberry
Shirley Fortenberry, as the heir
to Property under the Will of
J. Gary Fortenberry

October 30, 2015
Date

Exhibit A
Description of Property

Commence at the Northeast corner of the SE 1/4 of the SE 1/4 of Section 25, Township 17 South, Range 2 West; thence West along the North line of said SE 1/4 of the SE 1/4 a distance of 285.27 feet to a point on the Southeasterly right-of-way line of the Old Leeds Road; thence $47^{\circ}06'$ to the left in a Southwesterly direction along said Southeasterly right-of-way line of the Old Leeds Road a distance of 5.32 feet to the point of beginning; thence continuing in a Southwesterly direction along said Southeasterly right-of-way line of the Old Leeds Road a distance of 300.0 feet to a point; thence $90^{\circ}00'$ to the left in a Southeasterly direction a distance of 298.26 feet to a point; thence $134^{\circ}50'$ to the left in a Northerly direction and parallel to the East line of Section 25, Township 17 South, Range 2 West a distance of 423.04 feet to the point of beginning.

Exhibit C
Title to the Property

The Property was redeemed in October, 1997 under a Quitclaim Deed by J. Gary Fortenberry and Dena F. Bowden.

J. Gary Fortenberry died in 2012 and left the Property to Shirley B. Fortenberry. The Will of J. Gary Fortenberry is attached. Shirley B. Fortenberry is also the Executrix under the Will of J. Gary Fortenberry.

Also attached is a Commitment for Title Insurance showing that the title holders are J. Gary Fortenberry and Dena F. Bowden.

lwb
ORIGINAL VERSION
Print Date: 9/25/15 at 14:29:41



COMMITMENT FOR TITLE INSURANCE
Issued by
First American Title Insurance Company

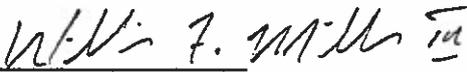
LTC File No: 4803K-15

SCHEDULE A

1. Commitment Effective Date: **September 18, 2015, 08:00 am**
2. Policy or Policies to be issued: Amount
 - a. ALTA Owner's Policy (6-17-06): **\$1,000.00**
Proposed Insured: **Legally Qualified Purchaser**
 - b. ALTA Loan Policy (6-17-06)
Proposed Insured:
3. The estate or interest in the land described or referred to in this Commitment is **Fee Simple**.
4. Title to the **Fee Simple** estate or interest in the land is at the Effective Date vested in:
J. Gary Fortenberry and Dena F. Bowden
5. The land referred to in the Commitment is described as follows:
SEE ATTACHED EXHIBIT "A"

Countersigned September 25, 2015

By: **LAND TITLE COMPANY OF ALABAMA**
ALDOI Business License No. 0187964

By 
Authorized Signatory

This instrument was prepared by:
Matthew W. Bowden
Balch & Bingham LLP
P. O. Box 306
Birmingham, AL 35201

9 9 1 4 / 6 4 1 9

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

QUITCLAIM DEED

WHEREAS, on October 9, 1953, Elizabeth R. Kerr conveyed a parcel of property situated in Jefferson County, Alabama as more particularly described on Exhibit A hereto (the "Property"), by warranty deed to W.E. Fortenberry and Elizabeth S. Fortenberry as joint tenants with right of survivorship (recorded at Volume 5148, Page 574, in the Office of the Judge of Probate of Jefferson County, Alabama). Upon the death of her husband, W.E. Fortenberry, on June 21, 1976, Elizabeth S. Fortenberry became the sole owner of the Property;

WHEREAS, on May 31, 1996, Gary Shurett and Shu Shurett (the "Grantors" herein) purchased the Property for the amount of taxes due plus costs at a tax sale by Jefferson County and received therefor that certain Certificate of Purchase dated June 14, 1996, a copy of which is attached hereto as Exhibit B;

WHEREAS, Elizabeth S. Fortenberry died on October 7, 1997 and devised the rest and residue of her estate, including real property, to her two children, J. Gary Fortenberry and Dena F. Bowden (the "Grantees" herein)(see Last Will and Testament of Elizabeth Spencer Fortenberry and Decree on Final Settlement dated December 16, 1998 on file in the Probate Court of Jefferson County, Alabama, Case No. 163054); and

WHEREAS, Grantees have elected to redeem the Property and in return for reimbursement by Grantors of the sum of the amount paid at the tax sale and all subsequent taxes plus 12% interest thereon, and payment of such additional amounts as agreed to by the parties, the Grantors agreed to execute this Quitclaim Deed conveying all of their interest in the Property and assigning the Certificate of Purchase to the Grantees.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Grantors, for and in consideration of TEN and NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, do hereby remise, release, quitclaim, grant, sell, convey, and assign to Grantees, as tenants-in-common, all of Grantors' right, title, interest and claim, including, without limitation, any right, title, interest or claim arising from the Certificate of Purchase referenced above or connected with any acts of possession or use by Grantors, in or to the Property.

No part of the Property constitutes any part of the homestead of Grantors.

TO HAVE AND TO HOLD to Grantees and their respective heirs, successors and assigns forever.

Given under my hand and seal, this 3rd day of November, 1999.

Witnesses:

Jose Luis Colin

Michael Brewer

GRANTORS:

Gary Shurett
Gary Shurett

Shu Shurett
Shu Shurett

1700

STATE OF ALABAMA)

COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **GARY SHURETT**, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the date the same bears date.

Given under my hand this the 3rd day of November 1999.

Karen O. Brubaker
Notary Public
My commission expires: 1-13-03

[NOTARIAL SEAL]

STATE OF ALABAMA)

COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **SHU SHURETT**, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the date the same bears date.

Given under my hand this the 3rd day of November 1999.

Karen O. Brubaker
Notary Public
My commission expires: 1-13-03

[NOTARIAL SEAL]

EXHIBIT A TO QUITCLAIM DEED

Legal description of the Property

A tract of land in the SE 1/4 of the SE 1/4 of Section 25, Township 17 South, Range 2 West, being more particularly described as follows: Begin at the Northeast corner of the SE 1/4 of the SE 1/4 of Section 25, Township 17 South, Range 2 West; thence West along the North line of said SE 1/4 of the SE 1/4 a distance of 285.27 feet to a point on the Southeasterly right-of-way line of the Old Leeds Road; thence $47^{\circ}06'$ to the left in a Southwesterly direction along said Southeasterly right-of-way line of the Old Leeds Road a distance of 5.32 feet to the point of beginning; thence continuing in a Southwesterly direction along said Southeasterly right-of-way line of the Old Leeds Road a distance of 300.0 feet to a point; thence $90^{\circ}00'$ to the left in a Southeasterly direction a distance of 298.26 feet to a point; thence $134^{\circ}50'$ to the left in a Northerly direction and parallel to the East line of Section 25, Township 17 South, Range 2 West a distance of 423.04 feet to the point of beginning.

EXHIBIT B TO QUICKCLAIM DEED

CERTIFICATE OF TAX SALE

**THE STATE OF ALABAMA
JEFFERSON COUNTY**

I, the undersigned, Tax Collector for said County, in accordance with the General Revenue Laws of said State, hereby certify that the following described property, was as of October 1st 1994, assessed by the Tax Assessor of said County to the within named assessee and the amount of taxes, fees and costs due thereon for the year 1995 was \$ 324.13 as follows, to wit:

UNIT-NUMBER: 1-6250

PARCEL-ID: 23-25-4-9-3.000-RR

FORTENBERRY W E

P O B 415S FT S W OF THE INTER OF E LINE SEC 25 T 17 S R 2 W
S E LINE OLD LEEDS RD TH SW 300S FT ALG RD TH S E
298.3S FT TH N 423S FT TO POB

SECT 25 TWSP 17S RANGE 2W

		CLASS 3		
STATE ASSESSED VALUE	5253	FOREST FEE		
STATE GROSS TAX .00650	34.14	WEED LIEN		
STATE H/E	.00	CONDEMNATION FEE		
STATE-NET-TAX	34.14	ASSESSOR FEE		
COUNTY GROSS TAX .01350	70.92	COLLECTOR FEE	5.00	
COUNTY H/E	.00	PROBATE JUDGE FEE	5.00	
COUNTY NET-TAX	70.92			
COSCH GROSS TAX .00820	43.07	ADVERTISING	37.80	
COSCH H/E	.00			
COSCH NET TAX	43.07	INTEREST	13.16	
SPSCH1 GROSS TAX .00510	26.79	TOTAL FEES & COST	60.96	
SPSCH1 H/E	.00	TOTAL	324.13	
SPSCH1 NET TAX	26.79			
SPSCH2 GROSS TAX .01680	88.25			
SPSCH2 H/E	.00			
SPSCH2 NET TAX	88.25			
OUTSIDE MUNIC .00000	.00			
H/E	.00			
NET TAX	.00			
TOTAL NET TAX	263.17			

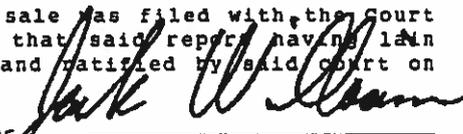
State of Alabama - Jefferson County
I certify this instrument filed on:
1999 NOV 04 A.M. 10:58
Recorded and \$ 2.00 Mtg. Tax
and \$ 12.00 Deed Tax and Fee Amt.
\$ 14.00 Total \$ 14.00
GEORGE R. REYNOLDS, Judge of Probate

9914/6419

I further certify that notice of the sale of said real property was given for thirty days before the date of sale by publication once a week for three successive weeks in the BIRMINGHAM TIMES, BIRMINGHAM POST-HERALD and BIRMINGHAM NEWS, newspapers regularly-published in said County; and I further certify that said notice described said real property and stated the amount for which the decree of sale by the Court of Probate was rendered on the 3RD DAY OF MAY, 1996, against same, and against whom the taxes embraced in said decree were assessed, and also stated the time and place of sale. The said real property was offered for sale on the 31ST DAY OF MAY, 1996, in front of the Courthouse of said County at BIRMINGHAM, Alabama at public outcry, to the highest bidder for cash, between the hours of 10 A.M. and 4 P.M. and that said real property was so offered that as practicable only such portion thereof was sold as was necessary to satisfy the decree under which it was sold, and the expenses for the sale and that at said sale GARY & SHU SHURETT became the purchaser of said real property at the sum of \$ 324.13 which was the highest bid therefor.

I further certify that report of said sale was filed with the Court of Probate within time required by law and that said report having lain over for more than five days was confirmed and ratified by said Court on the 14TH DAY OF JUNE, 1996.

Given under my hand the 14TH DAY OF JUNE, 1996


TAX COLLECTOR

Last Will and Testament

OF

JAMES GARY FORTENBERRY, also known as
J. GARY FORTENBERRY

STATE OF ALABAMA

SUMTER COUNTY

KNOW ALL MEN BY THESE PRESENTS, that I, JAMES GARY FORTENBERRY, also known as J. GARY FORTENBERRY, being of sound mind and disposing memory and being over the age of nineteen (19) years, do hereby make, publish and declare this as and for my Last Will and Testament, hereby revoking any and all former testamentary dispositions heretofore made by me.

ITEM ONE

I hereby direct that all my just debts and funeral expenses be paid by my Executrix, hereinafter named, as soon after my death as is practical.

ITEM TWO

I hereby give, devise and bequeath unto my beloved daughters, SCARLET F. JOHNSTON and STACY F. JOHNSON, the following described real and personal property in Choctaw County, Alabama, to be theirs, share and share alike, per stirpes:

N ½ of Section 18, Township 14 North, Range 1 East.

ITEM THREE

I hereby give, devise, and bequeath all the rest, residue and remainder of my property and estate, wheresoever located and whether real, personal or mixed, unto my beloved wife, SHIRLEY B. FORTENBERRY, also known as SHIRLEY BRYANT FORTENBERRY, to be hers, in fee simple.


JAMES GARY FORTENBERRY

ITEM FOUR

In the event my beloved wife, SHIRLEY B. FORTENBERRY, also known as SHIRLEY BRYANT FORTENBERRY, shall predecease me, or shall die at the same time as I, then and in such event, I hereby give, devise and bequeath the following:

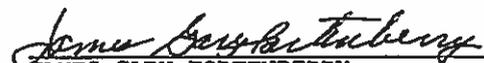
(a) All my mineral rights to my beloved daughters, SCARLET F. JOHNSTON and STACY F. JOHNSON, share and share alike, per stirpes;

(b) All real property owned by me in Sumter County, Alabama to my beloved daughter, SCARLET F. JOHNSTON, subject to the mineral rights being devised in Item 4(a).

(c) All real property owned by me in Choctaw County, Alabama except the following: N ½ of Section 18, Township 14 North, Range 1 East, to my beloved daughter, STACY F. JOHNSON, subject to the mineral rights being devised in Item 4(a) above.

ITEM FIVE

Should SCARLET F. JOHNSTON or STACY F. JOHNSON desire to sell any real property herein devised or any part of the real property herein devised, any such sale made shall be void and of no effect unless the said child desiring to sell shall first offer in writing to sell said property at a price certain to the other child herein, at which price certain the child shall have thirty (30) days within which to purchase said land offered. If the child does not purchase within said thirty (30) day period, said child desiring to sell shall then be able to sell said land to other persons; provided, said child shall accept no less as a purchase price for said land than that price at which said land was offered under this paragraph to the other child, without having first re-offered same in writing to the child at the lesser price and giving said child thirty (30) days within which to purchase said property at said lesser price. When required so as to make this condition operative, the word child shall mean the heirs or devisees of the child. This condition shall remain in force and effect so long as any of the children devised said property shall live but this condition shall not restrict the rights of children to mortgage said property.


JAMES GARY FORTENBERRY

ITEM SIX

In the event my beloved wife, SHIRLEY B. FORTENBERRY, also known as SHIRLEY BRYANT FORTENBERRY, shall predecease me, or shall die at the same time as I, then and in such event, I hereby give, devise and bequeath all the rest, residue and remainder of my property and estate, wheresoever located and whether real, personal or mixed, unto my beloved daughters, SCARLET F. JOHNSTON and STACY F. JOHNSON, share and share alike, per stirpes.

ITEM SEVEN

I hereby nominate and appoint as the Executrix of this my Last Will and Testament my beloved wife, SHIRLEY B. FORTENBERRY, also known as SHIRLEY BRYANT FORTENBERRY, and I specifically exempt her from filing any inventory of my estate, from giving any bond, and from making any accounting to any court in the performance of her duties hereunder. In the event my beloved wife, SHIRLEY B. FORTENBERRY, also known as SHIRLEY BRYANT FORTENBERRY predeceases me, dies at the same time as I die or refuses or is unable for any reason to serve as the Executrix hereunder, I hereby nominate and appoint my beloved daughter, SCARLET F. JOHNSTON to serve as successor Executrix. I specifically exempt her from filing any inventory of my estate, from giving any bond, and from making any accounting to any court in the performance of her duties hereunder.

I, JAMES GARY FORTENBERRY, also known as J. GARY FORTENBERRY, the Testator, sign my name to this instrument this 28th day of June, 2007, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my Last Will and that I sign it willingly, and that I execute it as my free and voluntary act for the purposes therein expressed, and that I am nineteen (19) years of age or older, of sound mind, and under no constraint or undue influence.

 (SEAL)
JAMES GARY FORTENBERRY, also known as
J. GARY FORTENBERRY, Testator

We, Lucille T. Skinner and Doris H. Haney

the witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the Testator signs and executes this instrument as his Last Will and that he signs it willingly, and that each of us, in the presence and hearing of the Testator, hereby signs this Will as witness to the Testator's signing, and that to the best of our knowledge the Testator is nineteen (19) years of age or older, of sound mind, and under no constraint or undue influence.

Lucille T. Skinner
WITNESS

Doris H. Haney
WITNESS

Subscribed, sworn to and acknowledged before me by JAMES GARY FORTENBERRY, also known as J. GARY FORTENBERRY, the Testator and subscribed and sworn to before me by Lucille T. Skinner and Doris H. Haney, witnesses, this 28th day of June, 2007.

My Commission Expires:

10-15-10

William R. Christopher

NOTARY PUBLIC

This Instrument Prepared By:

WILLIAM R. CHRISTOPHER
Attorney at Law
Post Office Box 169
Butler, Alabama 36904-0169
File Number 07-2145-C

THE STATE OF ALABAMA I, MICHAEL ARMISTEAD
IN CHOCTAW COUNTY Judge of probate in and for
said State and County, do hereby certify that the within and
forgoing is a true and correct copy of Will
as the same appears of record in my office on this
date, Record Book 14 Page 148
Given under my hand and seal of office this 9th
day of OCTOBER 20 15
Michael Armistead
Judge of Probate

James Gary Fortenberry
JAMES GARY FORTENBERRY

City of Mountain Brook
EVENT PERMIT APPLICATION
FOR EVENT, PARADE, PROCESSION, OR OTHER ASSEMBLY
(Applications submitted less than 30 days prior to the event may not be approved.)

Date: Nov 25 2015 Individual or organization: Christopher Architecture & Interiors

Contact Information:

(a) Name: Corey Flowers (b) Title: Office Manager

(c) Address: 3040 Independence Dr Homewood AL 35209

(d) Tel. No. 205-413-8531 (e) Cell No. 205-515-5767

(g) Email address: corey@christopherai.com (f) Fax No. 205-413-8533

Describe the type, nature, character and purpose of the event (list all activities): Showhouse tour to raise money benefiting Open Hands Overflowing Hearts, for pediatric cancer research.

The home will showcase local artist displaying their art, local and national vendors, mini seminar, food vendors, possible beer and wine vendors, possible acoustic musician.

Give the inclusive date(s)/time(s) of the event: Jan 16 – Feb 7, 2016 Thursday – Sunday 11am – 6pm (14 days)

Give the number and composition of the event:	<u>Component</u>	<u>Number</u>
People (riding/walking)	_____	_____
Motor Vehicles	_____	_____
Floats	_____	_____
Animals	_____	_____
Other	_____	_____

Identify the place, area, locality, and/or route of the assembly: 3620 Ridgeview Drive - shuttle service for parking offsite; security for larger events;

Will it be necessary to block any street or sidewalk during the course of the assembly/event? If so, explain no

Will alcoholic beverages be sold and/or served? If so, explain circumstances. not sold but will be served. Wine or beer tasting on specified nights. Alcohol will not be there every night.

Will money be solicited? If so, explain circumstances? \$10 fee to tour the house. All proceeds will be given to Open Hands Overflowing Hearts, a (501(c)3). Donations to the charity will be only money taken on site. The vendors supplying furniture, lighting and accessories to specific rooms of the home will have tags with pricing to purchase at the vendors store location (off site).

Will signs, placards, banners, flags or cards be displayed? a sign in the yard

List all vendors who will be supplying food, drink(s), games, booths, etc.: see attached list; may need to be adjusted depending on if all vendors are still able to participate and some may be added.

The approved application serves as the permit.

If you have any questions, please contact Doris Kenny at 802-3800 or kennyd@mtnbrook.org .

Approved this _____ day of _____, 20__

Lawrence T. Oden, Mayor

or

Sam S. Gaston, City Manager

Parade Safety & Restrictions*

- Candy or other objects shall not be thrown or otherwise transferred to anyone along the parade route from vehicles or floats that are active within the parade.
- No stopping along the parade route.
- All float drivers must be properly licensed and insured. All drivers should be adults.
- All floats must have adequate lines of vision for the the drivers to see.
- No float or parade participant may turn out of the designated parade route without police approval and direction.
- No float participating in the parade event shall exceed 13 feet in height as measured from the ground to the highest point of the float.

*Strict adherence to these restrictions must be maintained. Failure to adhere to these restrictions may cause immediate expulsion from the parade of the offending party, may cause the immediate stoppage of the parade and will jeopardize future parades. Organizing parties must ensure all drivers in the parade are furnished a copy of these restrictions.

I have read, understand and agree to comply with these guidelines. _____
Signature

Police Department Remarks

Signed: _____ Date: _____

Revenue Department Remarks:

Signed: _____ Date: _____

The approved application serves as the permit.

If you have any questions, please contact Doris Kenny at 802-3800 or kennyd@mtnbrook.org.

Christopher Architecture & Interiors – proposed tour

- January 16 – Feb 7
- Thursday – Sunday 11:00 – 6:00
- 14 days (calendar attached with dates highlighted)
- Monday – Wednesday – no public tours
- parking at house for CAI, OHOH and local artist only (maybe some handicap if a need is presented to us)
- shuttle service daily – pick up at
 - Calton Hill – 3918 Montclair Road Mtn.Brook 35213
 - Erskine Ramsay Park – 3600 Montclair Road 35213
- local artist events (painting, jewelry, etc)
- mini seminar for landscape – with Faulker Gardens & Dave Eyric
- Architectural & Interior tour
- off duty Mountain Brook Police on days expected to bring heavier traffic
- two Game Cameras to put up to monitor the road and will share images with Mountain Brook Police if needed
- no parking signs (or roped off area) in neighbor yards that want them
- put up temporary exterior lights up to help illuminate the street
- all social media will coordinate and specify no onsite parking
- CAI contact numbers - Chris – 229-0966 - Corey 515-5767

something similar to this to put on website and any media referencing the Showhouse --

what: Christopher Showhouse - Proceeds benefit Open Hands Overflowing Hearts, pediatric cancer research.

when: 11:00 – 6:00 January 16 – February 7 – Thursday – Sunday

where: 3620 Ridgeview Dr Mountain Brook. **No onsite parking**

Shuttle Parking is being provided at

Calton Hill, 3918 Montclair Road Mtn.Brook 35213 (.5 mile) or Erskine Ramsay Park 3600 Montclair Road 35213 (.6 mile)

cost: tickets are \$--- available at openhandsoverflowinghearts.org.

Proposed 12/10 at neighborhood meeting.

- Jan 16 – Jan 31
- 10 days
- Thursday & Friday Hours 10:00 – 4:00
- Saturday & Sunday Hours 11:00 – 6:00
-

January

Sunday	Monday	Tues	Wed	Thurs	Friday	Saturday
					1	2
3	4	5	6		8	9
10	11	12	13	14	15 Opening Night PARTY -	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

February

Sunday	Monday	Tues	Wed	Thurs	Friday	Saturday
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27

- January 16 – Feb 7
- Thursday – Sunday 11:00 – 6:00
- 14 days
- parking at house for CAI, OHOH and local artist only
- no parking signs around the house
- shuttle service daily – Calton Hill – 106 Calton Lane Mtn.Brook
 - Erskine Ramsay Park
- local artist events (painting, jewelry, etc)
- mini seminar for landscape – with Faulker Gardens & Dave Eyric
- Architectural & Interior tour
- off duty Mountain Brook Police on days expected to bring heavier traffic
- two Game Cameras to put up to monitor the road and will share images with Mountain Brook Police if needed
- no parking signs (or roped off area) in neighbor yards that want them
-
-
-

something similar to this to put on website and any media referencing the Showhouse --

what: Christopher Showhouse

when: 11:00 – 6:00 January 16 – February 7 – Thursday – Sunday

where: 3620 Ridgeview Dr Mountain Brook. Shuttle Parking is being provided at Calton Hill, 106 Calton Lane (.5 mile) or Erskine Ramsay Park (.6 mile)

No onsite parking

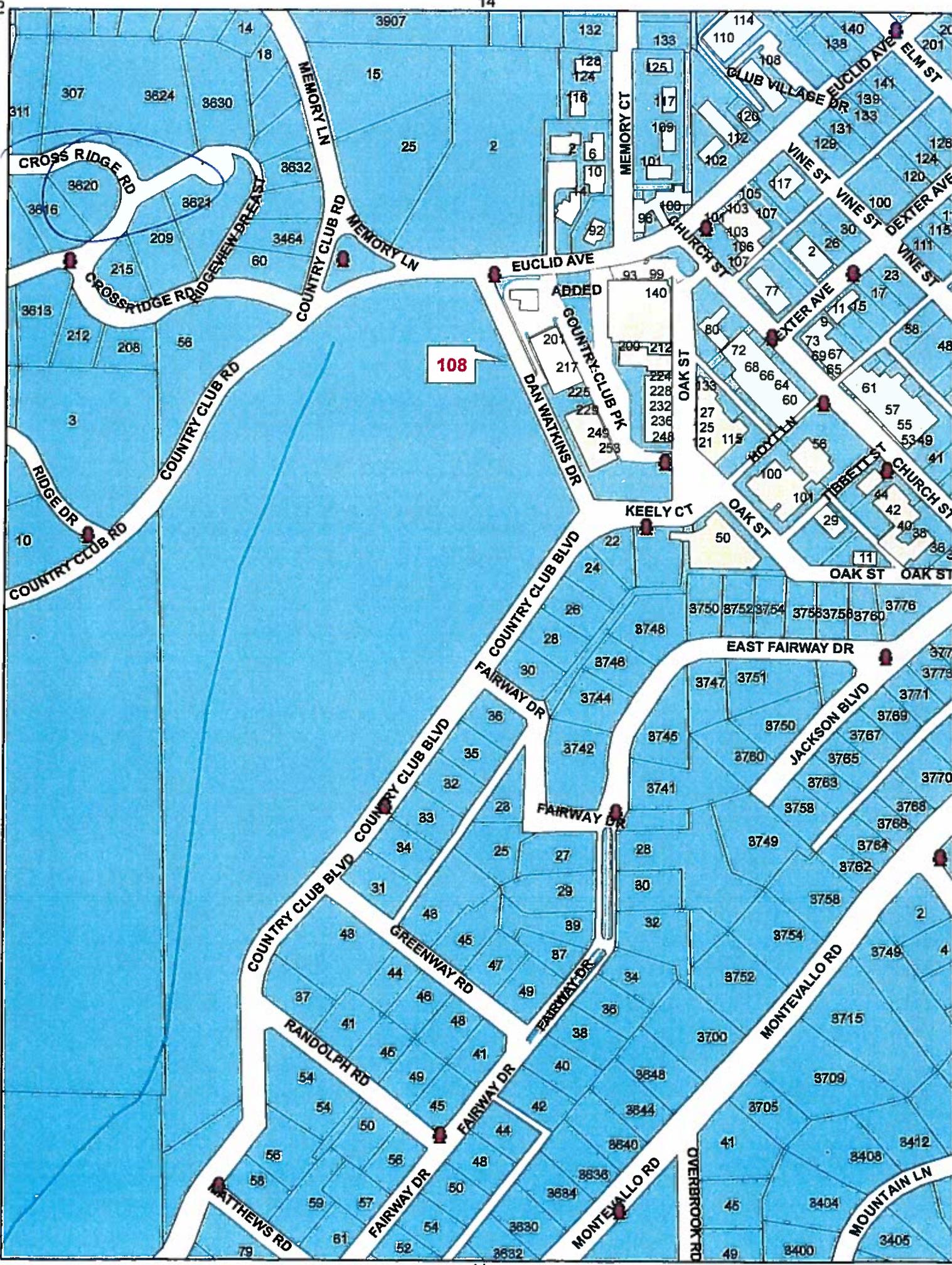
cost: tickets are \$-- available at _____. Proceeds benefit Open Hands Overflowing Hearts, pediatric cancer research.

13

14

27

40



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Sam Gaston

From: Wimberly Miree
Sent: Friday, December 11, 2015 7:53 AM
To: George & Susan Nolen
Cc: Judy Haise; R NEUGENT POSEY; Jim and Jean Thompson; Dr. Bobby Holt; Lynne Hennessey; Betsy Nichols; Patti Holt; Dick Miree; Pat Goodhew; Marc Porter; Gayle Byrne; Evelyn Puckett; Dawn Hutchinson; Preston Copeland Dixon; Surin Techarukpong; Mary Donworth; Punky & Pete Eastwood; Pat Miree #901; Rebecca Sibley; Janie & Jimbo Henderson; Anna Shea; Lauren Damrich; Kathy & Paul Gorman; Rod Sones; Erin Tapp; Marlene Willings; Maria and Coke Matthews; Jim Haise; Bruce & Susie Steele; tim hennessey; John Scruggs; Sam Gaston
Subject: Re: Tonight's Christopher Showhouse meeting

Susan, Reebals had reduced his request from 22 days down to 14 days. We asked him what impact cutting it further would have on the charity. He explained that the charity was getting its funding through ticket sales and individual donations from his firm and some of the vendors, but that cutting the days available for tours directly affected the number of tickets sold. We stated a proposal that he cut his 14 day proposal further to 10 days by eliminating the 4 days he wanted in February, thinking that the four-day cut would mostly just force the attendees to concentrate their visits into the remaining 10 days. So in total, the tour days would be cut by 12 days from 22 down to 10 (a 55% reduction). This position was taken to help the charity, not mr. Reebals. Anyone in our neighborhood with objections can contact Sam Gaston prior to the Council Meeting on Monday, and he will relay that information to the Council members, or can present the objection at the Council Meeting in person.

Wimberly

On Dec 11, 2015, at 6:36 AM, Susan Nolen <gnolen5001@charter.net> wrote:

I thought the neighborhood agreed to no more than THREE days!!!!what is going on? I'm tired of Chris Reebals trying to strong arm and manipulate the neighborhood and the council. Has everyone signed the neighborhood petition? We are totally opposed to this. Wish we were able to go to the meeting Monday night.
 Susan

Sent from my iPad

On Dec 10, 2015, at 10:32 PM, Wimberly Miree <wmiree@charter.net> wrote:

Judy, I have received the notes from Sam Gaston, and here are the points we raised that he will be providing to the City Council:

1. All Social Media and Web Site information must be consistent with the terms of the final permit (not conflicting about the times/dates/parking/shuttle for the hours.
2. Shuttle Service is mandatory for those who wish to tour the house.
3. Tours should be limited to the following days in January: Fri 15th & Sat 16th; Thurs & Fri 21-22, Sat & Sun 23-24; and Thurs & Fri 28-29, Sat & Sun 30-31 (10 days total).
4. Hours for tours on weekdays will be limited to 10-4, and weekends to 11-6.

The private evening party will be on Jan 15th, and the 4:00pm ending time will be extended for that event.

5. On their advertising, it will be clearly stated that no tours will be conducted on Monday-Wednesday during the approved time frame.

Here is an additional commitment made by Christopher Reebals:

6. They would have staff checking on street parking near the property not permitted by the permit, in addition to the police and security.

Here is a correction to the report below regarding the "14 parking spaces in front of the showhouse":

7. All of the staff workers & vendors would have to park in the house driveways or use the shuttle. The shuttle would load/unload and turn around in one of the two driveways. Reebals said there was enough room in the driveways for the staff cars, in addition to room for the shuttles to turn around.

Wimberly Miree

On Dec 10, 2015, at 9:26 PM, JUDY HAISE
<haisej@bellsouth.net> wrote:

New Christopher Showhouse Proposal Meeting

Christopher Architecture's Chris Reebals outlined his updated proposal for a fundraising showhouse at 3621 Ridgeview Dr. W. during an informal meeting with neighbors tonight, Dec. 10, at Mountain Brook City Hall.

Reebals said Alabama Power's new utility pole installation and landscaping trucks and workers (a couple hundred a day for the last few days) should be finished by Saturday, but home construction will take at least two more weeks.

Reebals would now like to have shuttles bring tourgoers for 14-16 days on four consecutive long weekends. Hours would be 11 to 5 p.m. or 10 to 4 p.m. There would be no parking allowed in our neighborhood, **except for 14? spaces in front of the showhouse.**

His new proposed showhouse dates are: Private evening party, Friday, Jan. 15, 2016, followed by public showhouse tours Saturday, Jan. 16 and Sunday, 17; four days beginning Thursday, Jan. 21 through Sunday, Jan. 24; then another four days (or possibly three) from Thursday, Jan. 28 to Sunday, Jan. 31; and ending with four days from Thursday, Feb. 4 to Feb. 7.

Reebals, Mountain Brook City Manager Sam Gaston and Police Chief Ted Cook then fielded questions from Cross Ridge Road residents Wimberly and Pat Miree, Ridgeview Dr. West residents Betsy Nichols, Susie Steele and Judy Haise and Ridgeview Dr. East residents Punky and Pete Eastwood.

A tour shuttle will be provided from Ramsay Park and the new Calton subdivision development on Montclair Rd., with the turnaround being in the showhouse driveway, but details are still being worked out, Reebals said.

Gaston said an event license for approximately 140 people has already been approved by the city for the opening night party. There will be a shuttle for guests and staff. Security cameras, extra lighting and an off-duty policeman will be present.

Cook said police will be patrolling and monitoring the showhouse for illegal parking and other nuisances reported by neighbors.

Reebals has said that all of the \$10 tour fees will be given to the Open Hands Overflowing Hearts charity for pediatric cancer research. Reebals has pledged \$200,000-250,000 to the charity based solely on tour traffic and any donations. Charity founder Kayla Perry, accompanied by her

father to the meeting, spoke briefly about the charity.

Reebals' first advertised ticket sales on AL.com, social media and a charity website for the public showhouse for 21 days over the holidays from Dec. 18 to Jan. 10.

After intervention by the neighbors, the proposal was turned down by the Mountain Brook City Council.

Please notify Wimberly Miree of any concerns about the new proposal as soon as possible.

The City Council will vote on Reebals' latest proposal Monday night, Dec. 14. Try to attend.

Thanks,
Judy Haise