

**MEETING AGENDA
MOUNTAIN BROOK CITY COUNCIL**

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

JANUARY 25, 2016, 7:00 P.M.

1. **Presentation: Resolution recognizing Doris Kenny for her 15+ years of service to the City.**
2. **Approval of the minutes of the January 11, 2016 regular meeting of the City Council.**
3. **Consideration: Resolution appointing a municipal court judge to replace Judge Pete Johnson (term of office to end February 1, 2018).**
4. **Consideration: Resolution authorizing the installation of a street light between the houses located at 4402 and 4406 Briar Glen Circle.**
5. **Consideration: Resolution approving the construction plans with respect to Alabama Department of Transportation Project CMAQ-NR13(908) Mountain Brook Sidewalks–Phase 9 along Brookwod Road, Crosshill Road, Oakdale Drive, Spring Valley Road and Woodvale Road and agreeing to perform ongoing maintenance related thereto.**
6. **Consideration: Resolution authorizes the renewal (one year extension) of the service agreement between the City and Birmingham History Center pursuant to the renewal terms specified in said contract as approved upon the adoption of Resolution No. 2015-028 on February 23, 2015, with respect to the management of the City’s artifacts exhibit in a display case at City Hall.**
7. **Announcement: The next regular meeting of the City Council is February 8, 2016, at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.**
8. **Comments from residents.**
9. **Adjourn.**

RESOLUTION

WHEREAS, Doris S. Kenny will retire from the City of Mountain Brook effective March 1, 2016, after a long and distinguished career that began on November 20, 2000; and

WHEREAS, Doris S. Kenny has served with dedication, professionalism, and always impeccable attire as Executive Assistant to the City Manager, Mayor and City Council; and

WHEREAS, Doris S. Kenny has continuously strived for excellence as demonstrated by her active involvement and participation in numerous professional associations, and her achievement of various professional certifications, recognitions, and honors including: International Association of Administrative Professionals (IAAP), Certified Professional Secretary certification, Office Executive Management certification (2002), accepted as a member of the Madison Area Technical College Chapter of the Phi Theta Kappa Honor Society (2003), Administrative Associate Degree from Madison Area Community College with a 4.0 GPA (2004), President of the 125-member Birmingham Chapter of IAAP (2003–2004), IAAP Birmingham Chapter and Alabama Administrative Professional of the Year (2004), IAAP Distinguished Chapter President (2005), and The Mountain Brook Chamber of Commerce “City of Mountain Brook Employee of the Year” (2006); and

WHEREAS, Doris S. Kenny has worked tirelessly, patiently and always “going the extra mile” assisting residents with business matters, problem resolutions, and providing information, and as such has proven to be an excellent ambassador for the City over her career; and

WHEREAS, it is the desire of the residents of the City of Mountain Brook to express their appreciation to Doris S. Kenny and recognize her for her unparalleled service to our City.

NOW, THEREFORE, be it resolved that the Mayor and City Council, on behalf of all the residents of Mountain Brook, do publicly thank Doris S. Kenny for her fifteen plus years of dedicated service and wish her well in her retirement and future endeavors.

Given under my hand and the City of Mountain Brook, Alabama, on this 25th day of January, in the year of our Lord, 2016, and of the Independence of the United States of America, the 240th.

ADOPTED: The 25th day of January, 2016.

Lawrence T. Oden, Mayor

APPROVED: The 25th day of January, 2016.

Virginia C. Smith, Council President

2016-009

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
JANUARY 11, 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 5:00 p.m. on Monday, the 11th day of January, 2016. 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
Alice B. Womack
Lawrence T. Oden, Mayor

Absent: Lloyd C. Shelton

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

1. AGENDA

1. Public Assembly Ordinance amendments (Appendix 1). The following persons will serve on a committee to study the matter further and report back to the City Council at a later date with a recommendation:

Sam Gaston (committee coordinator)	Terry Oden
Alice Womack	Virginia Smith
Whit Colvin	Chief Ted Cook

2. Request for an ordinance to prohibit use of cell phones in school zones during car pool times – Dale Wisely of the Mountain Brook School System (Appendix 2). The following persons will serve on a committee to study the matter further and report back to the City Council at a later date with a recommendation:

Dale Wisely (committee coordinator)	Chief Ted Cook
Jack Carl	Billy Pritchard
Whit Colvin	

3. Pedestrian bridge over Highway 280 on Hollywood Blvd (Appendix 3). The consensus of the members present was that the matter be studied further and then reconsidered once more details are available.

4. Review of matters to be considered at the 5:30 p.m. (official) meeting. The consensus of the members present was that the resolutions appeared to be in order and routine in nature and will be considered at one time on the consent agenda and that the ordinances pertaining to the small cell antenna regulations and fees were also in order and ready for consideration. Regarding the small cell franchise and related regulations, representatives of Crown Castle stated that the system will be implemented during 2016.

2. 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 the meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Pre-Council Room (A106) on January 11, 2016, 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
JANUARY 11, 2016**

The City Council of the City of Mountain Brook, Alabama met in public session in the City Hall Council Chamber at 5:00 p.m. on Monday, the 11th day of January, 2016. 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
Alice B. Womack
Lawrence T. Oden, Mayor

Absent: Lloyd C. Shelton

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 December 14, 2015 regular meeting of the City Council.

2016-001	Reappoint Keehn Berry to the Park and Recreation Board, to serve without compensation, the term to end January 9, 2021	Exhibit 1
2016-002	Reappoint Lynn Ritchie to the Villages Design Review Committee, to serve without compensation, the term to end February 12, 2019	Exhibit 2
2016-003	Authorize the installation and rental of four (4) fire hydrants on Rock Hill Road and Riverbend Road and the related payment to the Birmingham Water Works Board for installation costs related thereto in the amount of \$10,804	Exhibit 3
2016-004	Reject all bids with respect to the removal and management of invasive plants and noxious weeds at Jemison Park dated December 15, 2015	Exhibit 4, Appendix 1
2016-005	Authorize the execution of an agreement with the Birmingham-Jefferson County Transit Authority (MAX) for their provision of public transportation services in the City for fiscal year ending September 30, 2016	Exhibit 5, Appendix 2
2016-006	Approve the conditional use application submitted by Meta Fitness [service use] for 3150 Overton Road [Local Business District]	Exhibit 6, Appendix 3

- | | | |
|----------|---|--------------------------|
| 2016-007 | Authorize the issuance of a purchase order and execution of such other documents that may be determined necessary with respect to the purchase of telecommunication services (Layer 2 Ethernet, Internet, and SIP Trunking) from AT&T based on the pricing as awarded by the State of Alabama | Exhibit 7,
Appendix 4 |
| 2016-008 | Authorize the execution of a franchise agreement between the City and Crown Castle with respect to their installation of small cell antenna in the public right-of-way | Exhibit 8,
Appendix 5 |

Thereupon, the foregoing minutes and resolutions were introduced by Council President Smith and their immediate adoption was moved by Council member Womack. The minutes and resolutions were then considered by the City Council. Council President Pro Tempore Pritchard seconded the motion to adopt the foregoing minutes and resolutions. Then, upon the question being put and the roll called, the vote was recorded as follows:

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

Nays: None

Council President Smith thereupon declared that said Council minutes and resolutions (Nos. 2016-001 through 008) are adopted by a vote of 4–0 and as evidence thereof she signed the same.

2. CONSIDERATION: ORDINANCE (NO. 1948) REGULATING THE INSTALLATION AND OPERATION OF SMALL CELL ANTENNA IN THE PUBLIC RIGHT-OF-WAY AND PRIVATE PROPERTY (EXHIBIT 9, APPENDIX 6)

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 President Smith and was carried, as follows:

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

Nays: None

The Council President Smith declared the motion carried by a vote of 4–0.

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 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
Alice B. Womack

Nays: None

The Council President Smith declared that the said ordinance (No. 1948) is hereby adopted by a vote of 4–0 and, as evidence thereof, she signed the same.

3. CONSIDERATION: ORDINANCE (NO. 1949) AMENDING CHAPTER 14 OF THE CITY CODE WITH RESPECT TO FEES ASSOCIATED WITH SMALL CELL ANTENNA INSTALLATIONS (EXHIBIT 10)

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 Womack and was carried, as follows:

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

Nays: None

The Council President Smith declared the motion carried by a vote of 4–0.

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 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
Alice B. Womack

Nays: None

The Council President Smith declared that the said ordinance (No. 1949) is hereby adopted by a vote of 4–0 and, as evidence thereof, she signed the same.

4. 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, January 25, 2016 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.

5. ADJOURNMENT

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

6. 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 January 11, 2016, 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. 2016-001

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Keehn Berry is hereby reappointed to the Park and Recreation Board, to serve without compensation, with the term of office to end January 9, 2021.

EXHIBIT 2

RESOLUTION NO. 2016-002

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Lynn Ritchie is hereby reappointed to the Village Design Review Committee, to serve without compensation, with the term of office to end February 12, 2019.

EXHIBIT 3

RESOLUTION NO. 2016-003

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

1. That the Water Works and Sewer Board of the City of Birmingham, Alabama, be requested to install two fire hydrants to service the residents on Rockhill Road and two fire hydrants to service the residents on Riverbend Road, at the following locations:
 - (1) Approximately 738' East of the intersection of Rockhill Road and Belle Meade Lane on the property line of 3629 and 3633 Rockhill Road. and,
 - (2) Approximately 1308' East of the intersection of Rockhill Road and Belle Meade Lane on the property line of 3641 and 3645 Rockhill Road.
 - (3) Approximately 960' Southeast of the intersection of Riverbend Road and Dunbrooke Drive near the property line of 3530 and 3540 Riverbend Road.
 - (4) Approximately 1525' Southeast of the intersection of Riverbend Road and Dunbrooke Drive on the property of 3560 Riverbend Road.
2. That the City of Mountain Brook will pay the Water Works and Sewer Board of the City of Birmingham, Alabama, the total cost of \$2,701.00 each for a total of \$10,804.00.
3. That the Water Works and Sewer Board of the City of Birmingham, Alabama, be authorized to charge additional rental charges for four fire hydrants to service the residents of Rockhill Road and Riverbend Road.
3. That the City Clerk be hereby directed to furnish the Water Works and Sewer Board of the City of Birmingham a certified copy of the resolution.

RESOLUTION NO. 2016-010

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that K. C. Hairston is hereby appointed as a Municipal Court Judge of the City of Mountain Brook, with the term to end January 25, 2018.

ADOPTED: This 25th day of January, 2016.

Council President

APPROVED: This 25th day of January, 2016.

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 March 25, 2016, as same appears in the minutes of record of said meeting.

City Clerk



K.C. HAIRSTON

BIRMINGHAM

Partner

kchairston@balch.com

T: (205) 226-3435

F: (205) 488-5862

K.C. HAIRSTON is a Partner at Balch & Bingham LLP. Prior to joining the firm, K.C. worked as an intern engineer for Southern Company Services, Inc. and Bechtel Engineering, Inc. Since being appointed by Birmingham Mayor Bernard Kincaid in 2003, K.C. has also served part-time as a Municipal Court Judge for the City of Birmingham.

Since 2001, K.C. has served as a general practitioner for the electric utility industry, representing companies across the United States in all stages of their power generation business. K.C.'s broad experience includes providing legal and regulatory support for purchasing or constructing new power plants; operating power plants; buying and selling power to the market; regulatory compliance; internal and external investigations; litigation; legislation; derivatives trading; hedging and general day-to-day legal/regulatory issues. K.C. routinely provides counsel to traditional utilities, independent power producers (merchant plants) and Energy Service Companies (ESCOs).

RESOLUTION NO. 2016-011

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 4406 Briar Glen Circle (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 26th day of January, 2015.

Council President

APPROVED: This 26th day of January, 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 January 11, 2016, as same appears in the minutes or record of said meeting.

City Clerk



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

January 14, 2016

Dear Current Resident:

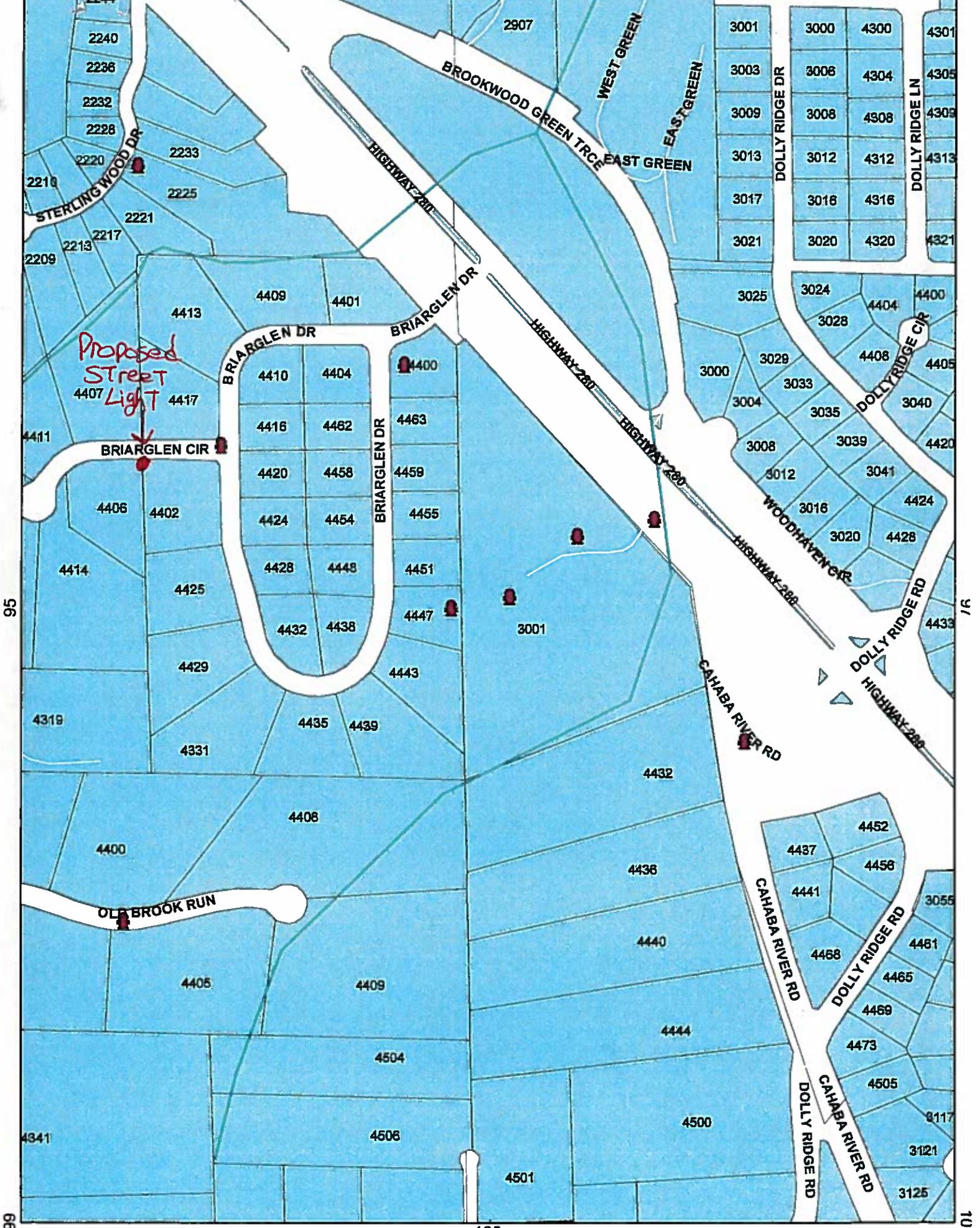
The City of Mountain Brook has received a request for a street light to be placed between 4402 and 4406 Briarglen Circle. (See attached map.)

The Mountain Brook City Council will consider this request at its January 25, 2016 meeting which will begin at 7:00 p.m. You are invited to attend this meeting to offer your comments.

If you cannot attend the City Council meeting on January 25th but would like to register your thoughts on this street light request, please contact me at 802-3800 or gastons@mtnbrook.org.

Sincerely,

Sam S. Gaston
City Manager



\$21.97 /month (plus taxes and ECR) to install 30' pole, secondary, and a 150 W HPS Cobra Light

Option to pay \$1,828.90 up front and monthly bill for light only will be \$11.14 /month (plus taxes and ECR)

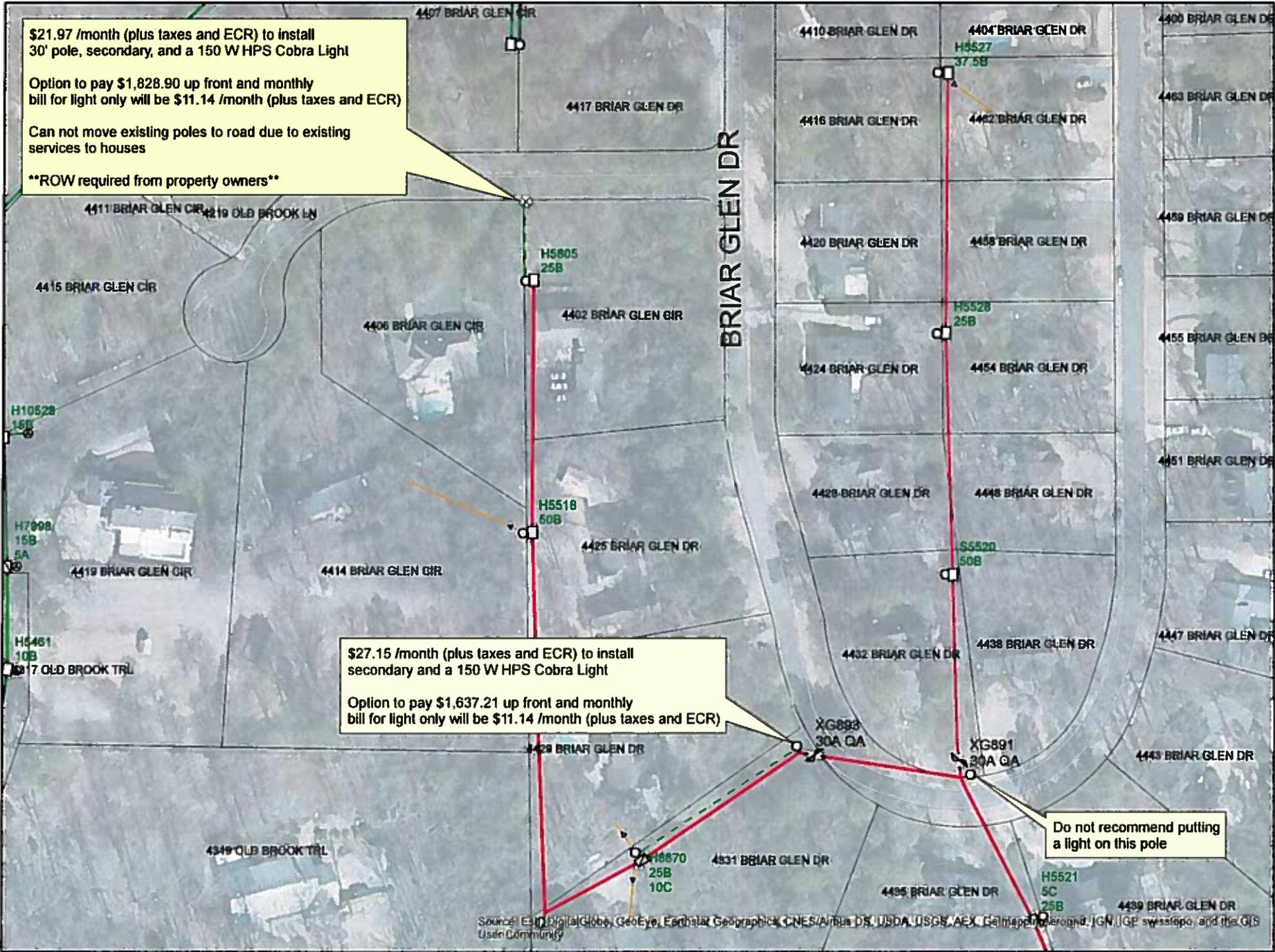
Can not move existing poles to road due to existing services to houses

****ROW required from property owners****

\$27.15 /month (plus taxes and ECR) to install secondary and a 150 W HPS Cobra Light

Option to pay \$1,637.21 up front and monthly bill for light only will be \$11.14 /month (plus taxes and ECR)

Do not recommend putting a light on this pole



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

<p>UserID daswaffo</p>	<p>Created 11/30/2015</p>	<p>1 inch = 125 feet</p>	<p>Distribution System</p>	<p>ALABAMA POWER SOUTHERN COMPANY</p>	<p>Map Center 1717698 - 12143419</p>
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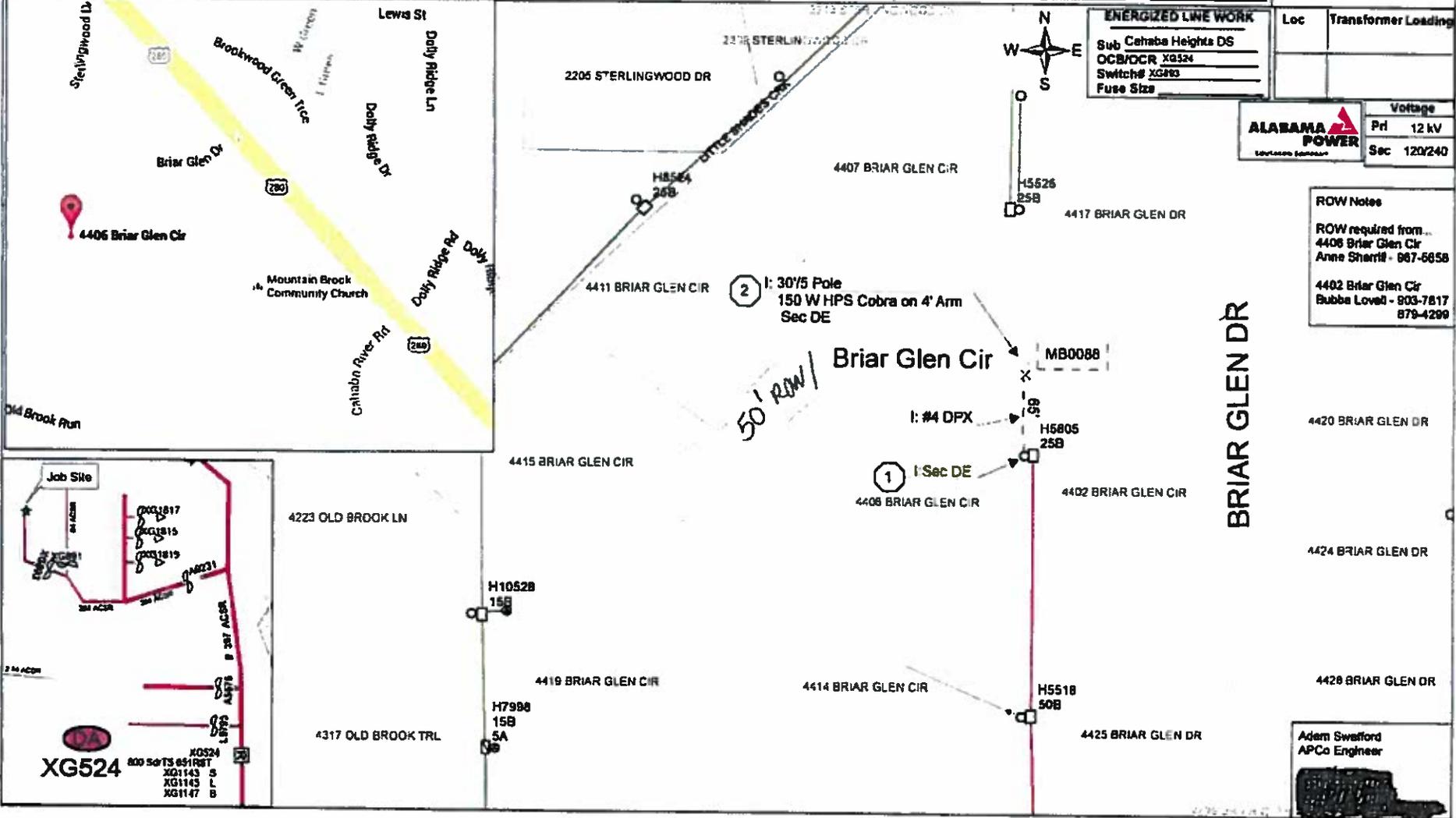
R/W Agent Shannon Hays
 Date Assigned 1/7/2016
 Date Cleared _____

SKETCH OF PROPOSED WORK - SIMPLIFIED W.E.

Map Center UTM: 1717306 12143657
 Map Center Lat/Lon: 33 451711 -86 747832

1 inch = 83 feet

Customer City of Mtn Brook	Location 4406 Briar Glen Cir	Comtd. Svc Date 2/28/18	County Jefferson	Section 21	Township 18S	Range 02W	Add'l Info.	Estimate No. A6173-60-A216
Division PD Birmingham	District Metro South	Town Mtn Brook	UserID deawf0	Created: 1/7/2016	Substation	X. 2214 Y. XG893		MISSALL#



ROW Notes
 ROW required from...
 4406 Briar Glen Cir
 Anne Sherrill - 967-6858
 4402 Briar Glen Cir
 Bubba Lovell - 903-7817
 879-4299

Adam Swafford
 APCo Engineer

EASEMENT - DISTRIBUTION FACILITIES

STATE OF ALABAMA
COUNTY OF JEFFERSON
W.E. No. A6173-60-A216

APCO Parcel No. _____

Transformer No. H5805

This instrument prepared by: Shannon D. Floyd

Alabama Power Company
2 Industrial Park Drive
Attn: Corp RE/Shannon Floyd
Pelham, AL 35124

KNOW ALL MEN BY THESE PRESENTS, That Anne Green Sherrill, a widow.

as grantor(s), (the "Grantor", whether one or more) for and in consideration of One and No/100 Dollar (\$1.00) and other good and valuable consideration paid to Grantor in hand by Alabama Power Company, a corporation, the receipt and sufficiency of which are hereby acknowledged, does hereby grant to Alabama Power Company, its successors and assigns (the "Company"), the easements, rights and privileges below.

Overhead and/or Underground. The right from time to time to construct, install, operate and maintain, upon, over, under and across the Property described below, all poles, towers, wires, conduits, fiber optics, cables, communication lines, trans closures, transformers, anchors, guy wires and other facilities useful or necessary in connection therewith (collectively, "Facilities"), for the overhead and/or underground transmission and distribution of electric power and communications, along a route selected by the Company, as generally shown on the Company's drawing attached hereto and made a part hereof, but which is to be determined by the actual location(s) in which the Company's facilities are installed. The width of the Company's easement will depend on whether the Facilities are underground or overhead: for underground, the easement will extend five (5) feet on each side of said Facilities as and where installed; for overhead Facilities, the easement will extend fifteen (15) feet on each side of the centerline of said Facilities as and where installed. The Company is granted the right to clear, and keep clear, all trees, undergrowth and other obstructions on a strip of land extending five (5) feet from each side of said underground Facilities, and to clear, and keep clear, all trees, undergrowth and other obstructions on a strip of land extending fifteen (15) feet from each side of the centerline of said overhead Facilities and the right in the future to install intermediate poles and facilities on said strip. Further, with respect to overhead Facilities, the Company is also granted the right to trim and cut, and keep trimmed and cut, all dead, weak, leaning or dangerous trees or limbs outside of the thirty (30) foot strip that, in the sole opinion of the Company, may now or hereafter endanger, interfere with, or fall upon any of said overhead Facilities.

Grantor hereby grants to the Company all easements, rights and privileges necessary or convenient for the full enjoyment and use thereof, including without limitation the right of ingress and egress to and from said Facilities, as applicable, and the right to excavate for installation, replacement, repair and removal thereof; and also the right to cut, remove and otherwise keep clear any and all structures, obstructions or obstacles of whatever character, on, under and above said Facilities, as applicable.

The easements, rights and privileges granted hereby shall apply to, and the word "Property" as used in this instrument shall mean, the following described real property situated in JEFFERSON County, Alabama (the "Property"): a parcel of land located in the NE ¼ of the SE ¼ of Section 21, Township 18 South, Range 2 West, more particularly described in that certain instrument recorded in deed book 525 page 81, in the office of the Judge of Probate of said County.]

In the event it becomes necessary or desirable for the Company from time to time to move any of the Facilities in connection with the construction or improvement of any public road or highway in proximity to the Facilities, Grantor hereby grants to the Company the right to relocate the Facilities and, as to such relocated Facilities, to exercise the rights granted above; provided, however, the Company shall not relocate said Facilities on the Property at a distance greater than ten feet (10') outside the boundary of the right of way of any such public road or highway as established or re-established from time to time. This grant and agreement shall be binding upon and shall inure to the benefit of Grantor, the Company and each of their respective heirs, personal representatives, successors and assigns and the words "Company" and "Grantor" as used in this instrument shall be deemed to include the heirs, personal representatives, successors and assigns of such parties.

TO HAVE AND TO HOLD the same to the Company, its successors and assigns, forever.

IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument on this the 8th day of JANUARY, 2016.

Edward Mason Lovell, Jr.
Witness Signature
EDWARD MASON LOVELL, JR.
Print Name

Anne Green Sherrill (SEAL)
Anne Green Sherrill (Grantor)
ANNE GREEN SHERRILL
Print Name

EASEMENT - DISTRIBUTION FACILITIES

STATE OF ALABAMA
COUNTY OF JEFFERSON
W.E. No. A6173-60-A216

APCO Parcel No. _____

Transformer No. H5805

This instrument prepared by: Shannon D. Floyd

Alabama Power Company
2 Industrial Park Drive
Attn: Corp RE/Shannon Floyd
Pelham, AL 35124

KNOW ALL MEN BY THESE PRESENTS, That Jeannette A. Lovell and Edward Mason Lovell, Jr., a married couple.

as grantor(s), (the "Grantor", whether one or more) for and in consideration of One and No/100 Dollar (\$1.00) and other good and valuable consideration paid to Grantor in hand by Alabama Power Company, a corporation, the receipt and sufficiency of which are hereby acknowledged, does hereby grant to Alabama Power Company, its successors and assigns (the "Company"), the easements, rights and privileges below.

Overhead and/or Underground. The right from time to time to construct, install, operate and maintain, upon, over, under and across the Property described below, all poles, towers, wires, conduits, fiber optics, cables, communication lines, translosures, transformers, anchors, guy wires and other facilities useful or necessary in connection therewith (collectively, "Facilities"), for the overhead and/or underground transmission and distribution of electric power and communications, along a route selected by the Company, as generally shown on the Company's drawing attached hereto and made a part hereof, but which is to be determined by the actual location(s) in which the Company's facilities are installed. The width of the Company's easement will depend on whether the Facilities are underground or overhead: for underground, the easement will extend five (5) feet on each side of said Facilities as and where installed; for overhead Facilities, the easement will extend fifteen (15) feet on each side of the centerline of said Facilities as and where installed. The Company is granted the right to clear, and keep clear, all trees, undergrowth and other obstructions on a strip of land extending five (5) feet from each side of said underground Facilities, and to clear, and keep clear, all trees, undergrowth and other obstructions on a strip of land extending fifteen (15) feet from each side of the centerline of said overhead Facilities and the right in the future to install intermediate poles and facilities on said strip. Further, with respect to overhead Facilities, the Company is also granted the right to trim and cut, and keep trimmed and cut, all dead, weak, leaning or dangerous trees or limbs outside of the thirty (30) foot strip that, in the sole opinion of the Company, may now or hereafter endanger, interfere with, or fall upon any of said overhead Facilities.

Grantor hereby grants to the Company all easements, rights and privileges necessary or convenient for the full enjoyment and use thereof, including without limitation the right of ingress and egress to and from said Facilities, as applicable, and the right to excavate for installation, replacement, repair and removal thereof, and also the right to cut, remove and otherwise keep clear any and all structures, obstructions or obstacles of whatever character, on, under and above said Facilities, as applicable.

The easements, rights and privileges granted hereby shall apply to, and the word "Property" as used in this instrument shall mean, the following described real property situated in JEFFERSON County, Alabama (the "Property"): a parcel of land located in the NE ¼ of the SE¼ of Section 21, Township 18 South, Range 2 West, more particularly described in that certain instrument recorded in deed book LR201560 page 5331, in the office of the Judge of Probate of said County.

In the event it becomes necessary or desirable for the Company from time to time to move any of the Facilities in connection with the construction or improvement of any public road or highway in proximity to the Facilities, Grantor hereby grants to the Company the right to relocate the Facilities and, as to such relocated Facilities, to exercise the rights granted above; provided, however, the Company shall not relocate said Facilities on the Property at a distance greater than ten feet (10') outside the boundary of the right of way of any such public road or highway as established or re-established from time to time. This grant and agreement shall be binding upon and shall inure to the benefit of Grantor, the Company and each of their respective heirs, personal representatives, successors and assigns and the words "Company" and "Grantor" as used in this instrument shall be deemed to include the heirs, personal representatives, successors and assigns of such parties.

TO HAVE AND TO HOLD the same to the Company, its successors and assigns, forever.

IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument on this the 8th day of JANUARY, 2016.

Anne G. Sherrill
Witness Signature

ANNE G. SHERRILL
Print Name

Anne G. Sherrill
Witness Signature

ANNE G. SHERRILL
Print Name

Jeannette A. Lovell (SEAL)
Jeannette A. Lovell (Grantor)

JEANNETTE A. LOVELL
Print Name

Edward Mason Lovell, Jr. (SEAL)
Edward Mason Lovell, Jr. (Grantor)

EDWARD MASON LOVELL, JR.
Print Name

Map Center

1717698 - 12143419



Distribution System

1 inch = 125 feet

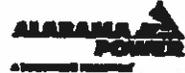
Created

11/30/2015

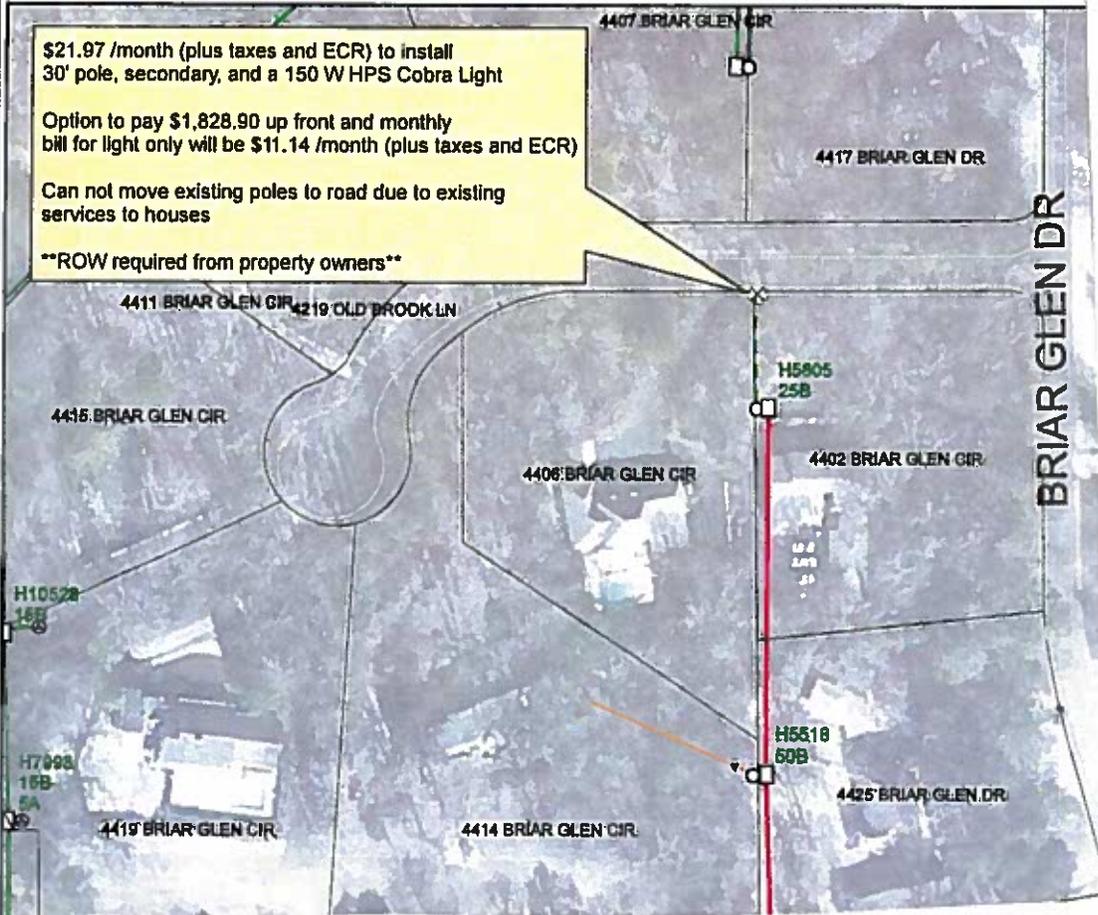
UserID

daswaifo

SKETCH OF PROPOSED WORK — SIMPLIFIED W. E.



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



Voltage	
Pri	Sec.
PHONE CO.	
Co. Name	
CATV CO.	
Co. Name	
ACCESSIBLE	
TREE CROW	
ROCK HOLE	
PUBS/TS REQ'D	
RW	
CITY	
COUNTY	
STATE	
MISCELL	
OTHER	
SCALE	
Pr. Project	
Date	

EXHIBIT A

Crtd. Completed by _____ Date _____

... of all contracts entered by distribution standards to be used.

2016-011

Street Lighting Modifications



Alabama Power Company

Gentlemen:

This to advise that CITY Council City of Mountain Brook, Alabama
 Commission of _____, Alabama
 on the 11th day of January 2016, 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 4406 Briar Glen Circle.

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

Form 5-11-88 Rev. 1/88 AP-12288

2016-011



Alabama Power Company
 Attn: Adam Swafford
 2 Industrial Park Drive
 Pelham, AL 35124

1/7/2016

INVOICE

Customer Information

Name: City of Mtn Brook
 Address: 4406 Briar Glen Cir
 City:
 Phone:

Invoice Information

Invoice #:
 Order No: A6173-60-A216
 Rep:
 FOB:

Quantity	Description	Unit Cost	Total
1	Upfront Payment for Additional Facilities for pole and secondary installed at 4406 Briar Glen Cir	\$1,609.06	\$1,609.06
Total:			\$1,609.06

Additional Comments

This price is good for ninety (90) days.

Payment Details

- Check (Make all checks payable to Alabama Power Company.)
 Cash

Office Use Only

NOTE: For any questions regarding this invoice, please contact Adam Swafford at 205-226-1738.

2016011



Robert Bentley
Governor

**ALABAMA
DEPARTMENT OF TRANSPORTATION**

EAST CENTRAL REGION
OFFICE OF REGION ENGINEER
100 CORPORATE PARKWAY
SUITE 450
HOOVER, AL 35242
P.O. BOX 382348
BIRMINGHAM, AL 35238-2348
TELEPHONE: (205) 327-4962



John R. Cooper
Transportation Director

January 11, 2016

The Honorable Lawrence T. Oden
Mayor, City of Mountain Brook
City Hall
56 Church Street
Mountain Brook, Alabama 35213

RE: Jefferson County
Project Number: CMAQ-NR13(908)
Mountain Brook Sidewalks – Phase 9
Along Brookwood Road, Crosshill Road, Oakdale
Drive, Spring Valley Road and Woodvale Road

Dear Mayor Oden:

Attached you will find the Standard Project Resolution and Plans concerning the above referenced project.

Please review these documents and, if all is in order, present them to the City Council of Mountain Brook for consideration and approval. It is important to emboss the official City of Mountain Brook Seal on each signature sheet. A certified resolution, which authorizes the Mayor to sign the agreement, affixed with the City Seal should also be included with the agreement. After execution, please return this document, with original signatures (no stamps), to this office, ATTN: Mrs. Sandra F. P. Bonner to avoid possible delays to the letting schedule.

If I can supply you with any additional information or clarify any point contained herein, please feel free to contact me at your convenience.

Sincerely,

DeJarvis Leonard, P.E.
East Central Region Engineer

By: _____

Lance Taylor, P.E.
Asst. Region Engineer - Pre-Construct

DL/LAT/SFPB

Attachment

C: Mrs. Sandra F. P. Bonner

File w/att.

2016-012

RESOLUTION NO. 2016-012

WHEREAS, the City of Mountain Brook, Alabama (hereinafter at times referred to as City) is desirous of having certain improvements made within the City Limits of Mountain Brook, in accordance with plans prepared by the Alabama Department of Transportation and designated as Project Number: CMAQ-NR13(908) Mountain Brook Sidewalks – Phase 9, along Brookwood Road, Crosshill Road, Oakdale Drive, Spring Valley Road and Woodvale Road.

WHEREAS, The Alabama Department of Transportation is now or may later be desirous of receiving Federal Aid for improvement of said highway; and

WHEREAS, The Federal Highway Administration, an agency of the United States of America, will not participate in any funding for the construction of said project until and unless the City will agree to certain requirements of the Federal Highway Administration. The City for the purpose of complying with requirements of the Federal Highway Administration in regard to its funding of improvements of the type and kind in this agreement provided for, does hereby pass and adopt the following resolution:

BE IT RESOLVED by the Council of Mountain Brook, that the plans of said project including alignment, profile, grades, typical sections and paving layouts as submitted to this City and which are now on file in the office of the City Clerk are hereby approved and that the location of said project as staked out by the Alabama Department of Transportation and as shown by said plans referred to are hereby approved and the Alabama Department of Transportation, in cooperation with the Federal Highway Administration, is hereby authorized to proceed with the grading, draining, paving, and otherwise improving and construction of said project in accordance with said plans.

The City by and through its Council hereby grants to the Alabama Department of Transportation the full use of and access to the dedicated widths of any existing streets for the construction of said

2016-012

project and hereby agrees to permit and allow the Alabama Department of Transportation to close and barricade the said project and intersecting streets for as long as necessary while the said project is being graded, drained, paved, and otherwise improved, and hereby agrees that the use of any street or highway for parking within an interchange area will not at any time be permitted.

The City hereby further agrees to adopt or pass such legally effective ordinances and/or laws as will permanently barricade and/or relocate certain intersecting streets as required by the State and to permanently deny or limit access at certain locations as required by the State along said improvements, all of which are more specifically stated as follows:

N/A – This project does not require permanent barricade or relocation of any intersecting streets.

Please refer to: Project Notes Sheet (Sheet 2E)

Please refer to: General Traffic Control Plan Notes (Sheet 2F)

Please refer to: Traffic Control Plan – Sequence of Construction (Sheets 18 - 20B)

BE IT FURTHER RESOLVED by the City Council, that for and in consideration of the Alabama Department of Transportation in cooperation with the Federal Highway Administration, constructing said highway and routing traffic along the same through the City over said project, such City hereby agrees with the Alabama Department of Transportation and for the benefit of the Federal Highway Administration, that on the above mentioned project the City will not in the future permit encroachments upon the right of way; nor will it pass any ordinances or laws fixing a speed limit contrary to those limits provided for in Title 32, Chapter 5, Code of Alabama 1975, as amended, and other laws of Alabama; nor will it permit other than parallel parking in areas where parking is permitted; nor will it allow the placing

2016-012

of any informational, regulatory, or warning signs, signals, median crossover, curb and pavement or other markings, and traffic signals without written approval of the Alabama Department of Transportation and the Federal Highway Administration, of the location, form and character of such installations. The traffic control devices and signs installed during construction, and those installed after completion of this project shall be in accordance with the latest edition of the national Manual on Uniform Traffic Control Devices and accepted standards adopted by the Alabama Department of Transportation of the State of Alabama and by the Federal Highway Administration. The City further agrees that subsequent traffic control devices deemed necessary by it in keeping with applicable statutes, rules and regulations to promote the safe and efficient utilization of the highway under the authority of Title 32, Chapter 5, Code of Alabama 1975, and all other applicable laws of Alabama, shall be subject to and must have the approval of the Alabama Department of Transportation of the State of Alabama and of the Federal Highway Administration, prior to installation and the City further agrees that it will enforce traffic and control the same under the provisions of Title 32, Chapter 5, Code of Alabama 1975, and other applicable laws of Alabama.

2016-012

BE IT FURTHER RESOLVED by this City Council:

1. That the City agrees to perform all maintenance on crossroads, service drives, or relocated roads that are not designated Federal or State highways that are in the jurisdiction of the City.
2. That the City agrees to perform all maintenance on any existing road which has been replaced by a new road; or, if the existing road is not used, the City has the option of vacating same.
3. That the City agrees to perform all maintenance on interchanges to the theoretical crossing of the denied access line.
4. That the City agrees to perform all maintenance on grade separations along the roadway to the end of the bridge, or the denied access fence, whichever the case.

It is understood and agreed that no changes in this Resolution or Agreement shall in the future be made without having obtained the prior approval of the Federal Highway Administration.

THIS RESOLUTION PASSED, ADOPTED, AND APPROVED this the _____ day of _____, 20__.

ATTEST

City Clerk

Mayor

I, the undersigned, Clerk of the City of Mountain Brook, do hereby certify that the above and foregoing is a true and correct copy of a resolution duly and lawfully adopted by the Council of the foregoing City, at its regular meeting held on the _____ day of _____, 20____, which resolution is on file in the office of the City Clerk.

Given under my hand and the official seal of such City this _____ day of _____, 20__.

CITY CLERK

2016-0121

RESOLUTION NO. 2016-013

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that City Council hereby authorizes the renewal (one year extension) of the service agreement between the City and Birmingham History Center pursuant to the renewal terms specified in said contract as approved upon the adoption of Resolution No. 2015-028 on February 23, 2015, with respect to the management of the City's artifacts exhibit in a display case at City Hall.

ADOPTED: This 25th day of January, 2016.

Council President

APPROVED: This 25th day of January, 2016.

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 January 25, 2016, as same appears in the minutes of record of said meeting.

City Clerk

Contract for Services (Renewal 1)

This Contract for Services (the "Contract") is entered into between the Birmingham History Center (hereinafter referred to as "the Provider") and the City of Mountain Brook, Alabama (hereinafter referred to as "the Client"). The Provider's place of business is 310 18th Street North, Suite 401, Birmingham, Alabama 35203, and the Client's place of business is 56 Church Street, P.O. Box 130009, Mountain Brook, Alabama, 35213.

WHEREAS, the Client hereby engages the Provider to provide the services described herein under "Scope and Manner of Services" (the "Services");

WHEREAS, the Provider hereby agrees to provide the Client with such Services in exchange for consideration described herein under "Payment for Services Rendered."

Term

This renewal Contract shall commence on ~~the date last signed below by a party~~ March 4, 2016 (the "Effective Date") and continue in effect for one year. Thereafter, this Contract may be renewed for up to ~~two~~ one more successive periods of one year each if, within thirty days before the expiration of the then current term, the parties agree in writing to extend it for the following annual period. This Contract may be terminated before its expiration effective upon written notice from the non-defaulting party to the defaulting party if the defaulting party fails to perform a material obligation owed hereunder, and that default remains in place more than 15 days following written notice of such default by the non-defaulting party.

Scope and Manner of Services

Agents of the Provider shall install artifacts and descriptive labels from the collection of the Birmingham History Center in a display case provided by the Client at the Mountain Brook City Hall (address above) three times in a twelve month period (i.e., or once every four months) beginning on the Effective Date. Such artifacts shall be considered on loan from the Provider. The Provider will furnish the Client an itemized list of artifacts that are made available on display, and the parties will execute the Loan-Out Agreement that is attached hereto when new artifacts are loaned for a four month period.

Display of Artifacts

The Provider shall display the artifacts in the case provided by the Client. The Client will reasonably cooperate with the Provider in those operations. At the time artifacts are displayed, the Provider will determine whether the conditions then existing adequately protect the object(s) from exposure to unshielded light, temperature and relative humidity extremes, pests, dirt, theft and handling by unauthorized persons.

Risk of Loss

The artifacts will be displayed in an area of City Hall that is accessible to the public during normal City operating hours. Provider will bear the risk of loss for the artifacts. Insurance for the artifacts on loan to the Client are covered by the Provider's collection insurance – Huntington T. Block Insurance Agency, Inc., 1120



20th Street NW, 6th Floor, Washington, D.C. 20036. The Client agrees to provide security for the artifacts in a manner that is consistent with the nature of security provided in its public buildings.

Client shall bear the risk of loss for any damage or the destruction of the display case provided by the Client.

Payment for Services Rendered

The Client shall pay the Provider \$1,200.00 for each twelve month period in which Services are rendered.

Applicable Law

This Contract shall be governed by the laws of the State of Alabama and any applicable Federal law.

In witness of the agreement of the parties to the terms above, their undersigned, duly authorized representative hereby affix their signatures below:

Birmingham History Center

By: _____

(Printed Name)

Its: _____

Date: _____

City of Mountain Brook, Alabama

By: _____

Lawrence T. Oden,
(Printed Name)

Its: Mayor _____

Date: January 25, 2016 _____



Birmingham History Center

1731 First Avenue North, Suite 120, Birmingham, AL 35203
Telephone and Fax: 205-202-4146 E-Mail : bjhm@bham.rr.com

Loan-out Agreement

Loan-Out # _____

Borrower (person/institution) _____

Borrower (signature) _____

Address _____

Telephone # _____

The Borrower acknowledges that he/she has read the Conditions of this Loan-Out Agreement which are provided on the back of this page.

Approved by Museum Representative _____ Date of Loan-Out _____

Duration of Loan-Out _____

Date Returned _____

Received by _____

Description of Object(s) _____

Condition of Objects _____





Loan-Out Agreement – Page 2

(1) Loans-Out are made by the Birmingham-Jefferson History Museum (the "Museum") to institutions and not to individuals, except under unusual circumstances. It is understood that the person signing the Loan-Out Agreement (the "Borrower") is an authorized representative of his/her institution or governing board and is responsible for ensuring that these Conditions are met.

(2) It is understood that the object(s) listed on this agreement are in the condition in which they were loaned. It/they shall not be altered, cleaned, repaired or retouched in any way, nor shall it/they be subjected to technical examination of any type without the written permission of the Museum. Photographs or reproductions are not allowed without prior written permission of the Museum. Pressure sensitive tape or labels, pins or nails or any ink shall not be used on the object(s).

Signature of Curator or Other Center Representative



Continuation of Description of Objects (if needed)

RESOLUTION NO. 2015-028

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that City Council hereby authorizes the execution of a service agreement between the City and Birmingham Historical Center, in the form as attached hereto as Exhibit A, with respect to the management of the City's artifacts exhibit in a display case at City Hall.

ADOPTED: This 23rd day of February, 2015.



Council President

APPROVED: This 23rd day of February, 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 February 23, 2015, as same appears in the minutes of record of said meeting.



City Clerk

Contract for Services

This Contract for Services (the "Contract") is entered into between the Birmingham History Center (hereinafter referred to as "the Provider") and the City of Mountain Brook, Alabama (hereinafter referred to as "the Client"). The Provider's place of business is 310 18th Street North, Suite 401, Birmingham, Alabama 35203, and the Client's place of business is 56 Church Street, P.O. Box 130009, Mountain Brook, Alabama, 35213.

WHEREAS, the Client hereby engages the Provider to provide the services described herein under "Scope and Manner of Services" (the "Services");

WHEREAS, the Provider hereby agrees to provide the Client with such Services in exchange for consideration described herein under "Payment for Services Rendered."

Term

This Contract shall commence on the date last signed below by a party (the "Effective Date") and continue in effect for one year. Thereafter, this Contract may be renewed for up to two successive periods of one year each if, within thirty days before the expiration of the then current term, the parties agree in writing to extend it for the following annual period. This Contract may be terminated before its expiration effective upon written notice from the non-defaulting party to the defaulting party if the defaulting party fails to perform a material obligation owed hereunder, and that default remains in place more than 15 days following written notice of such default by the non-defaulting party.

3/4/2015

Scope and Manner of Services

Agents of the Provider shall install artifacts and descriptive labels from the collection of the Birmingham History Center in a display case provided by the Client at the Mountain Brook City Hall (address above) three times in a twelve month period (i.e., or once every four months) beginning on the Effective Date. Such artifacts shall be considered on loan from the Provider. The Provider will furnish the Client an itemized list of artifacts that are made available on display, and the parties will execute the Loan-Out Agreement that is attached hereto when new artifacts are loaned for a four month period.

Display of Artifacts

The Provider shall display the artifacts in the case provided by the Client. The Client will reasonably cooperate with the Provider in those operations. At the time artifacts are displayed, the Provider will determine whether the conditions then existing adequately protect the object(s) from exposure to unshielded light, temperature and relative humidity extremes, pests, dirt, theft and handling by unauthorized persons.

Risk of Loss

The artifacts will be displayed in an area of City Hall that is accessible to the public during normal City operating hours. Provider will bear the risk of loss for the artifacts. Insurance for the artifacts on loan to the Client are covered by the Provider's collection insurance – Huntington T. Block Insurance Agency, Inc., 1120

20th Street NW, 6th Floor, Washington, D.C. 20036. The Client agrees to provide security for the artifacts in a manner that is consistent with the nature of security provided in its public buildings.

Client shall bear the risk of loss for any damage or the destruction of the display case provided by the Client.

Payment for Services Rendered

The Client shall pay the Provider \$1,200.00 for each twelve month period in which Services are rendered.

Applicable Law

This Contract shall be governed by the laws of the State of Alabama and any applicable Federal law.

In witness of the agreement of the parties to the terms above, their undersigned, duly authorized representative hereby affix their signatures below:

Birmingham History Center

By: Jerry Desmond
Jerry Desmond
(Printed Name)

Its: Executive Director

Date: 3/4/15

City of Mountain Brook, Alabama

By: Lawrence T. Oden
Lawrence T. Oden
(Printed Name)

Its: Mayor

Date: February 23, 2015

Irondale Case Mountain Brook City Hall Artifact List

(to be attached to loan agreement)

Item	Item Number
Pig Iron	93.1
Decorative Cast Iron	93.4
Door Hook or Keeper	93.5
Spike or Large Nail	93.7
Cast Iron	93.8
Wing Nut	93.13
Nail	93.14
Unidentified Object	93.15
Unidentified Object	93.16
Door Hook	93.17
Pipe Connecting Sleeve	93.18
Door Hinge with Nail	93.19
Unidentified Object	93.24
Unidentified Object	93.30
Unidentified Object – Broken	93.31
Flange	93.33
Unidentified Object	93.34
Fire Brick	93.52
Chain	93.55
McElwain Letter	Loan 2012-5
6 examples Company Script	SP 2012.a-f



Birmingham History Center

1731 First Avenue North, Suite 120, Birmingham, AL 35203
Telephone and Fax: 205-202-4146 E-Mail : bjhm@bham.rr.com

Loan-out Agreement

Loan-Out # _____

Borrower (person/institution) _____

Borrower (signature) _____

Address _____

Telephone # _____

The Borrower acknowledges that he/she has read the Conditions of this Loan-Out Agreement which are provided on the back of this page.

Approved by Museum Representative _____ Date of Loan-Out _____

Duration of Loan-Out _____

Date Returned _____

Received by _____

Description of Object(s) _____

Condition of Objects _____





Loan-Out Agreement – Page 2

(1) Loans-Out are made by the Birmingham-Jefferson History Museum (the "Museum") to institutions and not to individuals, except under unusual circumstances. It is understood that the person signing the Loan-Out Agreement (the "Borrower") is an authorized representative of his/her institution or governing board and is responsible for ensuring that these Conditions are met.

(2) It is understood that the object(s) listed on this agreement are in the condition in which they were loaned. It/they shall not be altered, cleaned, repaired or retouched in any way, nor shall it/they be subjected to technical examination of any type without the written permission of the Museum. Photographs or reproductions are not allowed without prior written permission of the Museum. Pressure sensitive tape or labels, pins or nails or any ink shall not be used on the object(s).

Signature of Curator or Other Center Representative



Continuation of Description of Objects (if needed)
