

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
JULY 8, 2013**

The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 6:15 p.m. on Monday, the 8th day of July, 2013. The Council President called the meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President
Amy G. Carter, Council President Pro Tempore
Jack D. Carl
William S. Pritchard III
Jesse S. Vogtle, Jr.
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. Bright House franchise request.

Scott Horne and Robert Smith of Bright House presented their proposed franchise agreement (Appendix 1). Bright House has been selected by the developers of the Lane Park development as its exclusive cable service provider which has prompted the requested franchise agreement. The members of the City Council pointed out that the draft agreement was incomplete and that they will reconsider the request at its next regular meeting on July 22, 2013.

2. Cost of carpet runner for main stairs in City Hall.

The cost of the carpet runner is estimated to be \$8,000 to \$9,000 and have a service life of five years. Robert McElroy of Brasfield & Gorrie estimates that the cost to refinish the wooden stairs to be \$7,000 and could be necessary every three years. The members of the City Council requested that the Building Committee consider some other carper runner style options and see if there are other less expensive options as well.

3. Change Orders for fountain and servers air conditioner unit.

The members of the City Council expressed general agreement with respect to a Brasfield & Gorrie change order for the back-up air conditioning system for the server room. Such change order will be presented to the City Council at a later date once the project has been designed and priced.

Some of the members of the City Council expressed concern about the overall cost of the fountain and expressed its intention to delve further into the estimated construction cost with representatives of Brown Mechanical and Nimrod Long. The notion of a Brasfield & Gorrie change order versus contracting with another [donee] entity will be reconsidered as well.

After the City Council's review of the formal [7 p.m.] agenda issues, Council President Smith adjourned the meeting at approximately 7:15 p.m..

Steven Boone, City Clerk

Bright House Networks Birmingham Division

Mountain Brook, AL
Pre Council Meeting June 8th, 2013



APPENDIX 1

Bright House Networks Profile



- Privately held Company by Advance/Newhouse Communications with corporate offices in Syracuse, NY and Orlando, FL. Established in January 2003.
- Sixth largest MSO in the USA, serving over 2.3 million residential and 100 K business customers in Tampa, Orlando, Birmingham, Detroit, Indianapolis and Bakersfield
- Bright House Networks provides Voice, Video, and Data services to business and residential customers
- Approximately 8,100 employees to support our customers
- Owns over 13,000 miles of fiber network
- Over 1,600 fiber-based Ethernet customers
- Long-term community partner, investing in the communities we serve

BHN Markets



3

APPENDIX 1

Alabama Service Areas



- **Birmingham** (Bessemer, Birmingham, Brighton, Center Point, Fairfield, Helena, Homewood, Hoover, Hueytown, Irondale, Jefferson County, Lake View, and Lipscomb)
- **Elmore County** (Butler County, Coosada, Deatsville, Eclectic, City of Elmore, Elmore County, Fort Deposit, Georgiana, Greenville, Maxwell Gunter AFB, Millbrook, Montgomery County, Prattville, Tallapoosa County, Tallassee, Wetumpka)
- **Eufaula** (Ariton, Barbour County, Clio, Dale County, City of Eufaula, Henry County, Louisville, Quitman County Ga)

Florida Panhandle

- **Cantonment** (Baldwin County, Century, Escambia County, Flomaton, Jay, Santa Rosa County)
- **DeFuniak Springs** (Blountstown, Bristol, Calhoun County, Chattahoochee, Chipley, Defuniak Springs, Florala, Geneva, Geneva County, Graceville, Hartford, Jackson County, Liberty County, Lockhart, Paxton, Samson, Slocomb, Walton County, Washington County)

4

Bright House Networks' Award Winning Service



- Bright House Networks has ranked "Highest in Residential Telephone Customer Satisfaction in the South Regions" by J. D. Power and Associates for seven consecutive years since 2006.
- J. D. Power and Associates also ranked Bright House Networks the "Highest in Customer Satisfaction among High Speed Internet Service Providers in the South Region" in 2008, 2009, and 2012

Bright House Networks Put Customers First



- Bright House Networks provides customers with TV, Phone, and Internet services with features that make life easier
- Look Back®, a Bright House Networks exclusive, with the ability to look back at programming for up to 72 hours
- Start Over™ lets you restart shows already on and Look Back® to favorites you may have missed or want to watch again
- Even more viewing options throughout your home with the Bright House TV app for your iPad®
- Unlimited local and long distance calling in the U.S., Puerto Rico & Canada
- Easy Gadget, a FREE service that allows you to manage your DVR and Home Phone remotely
- 24/7 Customer Care, Live Chat, and Twitter support with @BrightHouseCare,
- Online account management with My Services

Same Day Next Day Installs and Service



- We have moved to a more customer friendly approach to installing services for our customers.
- If we receive a Same Day request before 3pm, we install it that day.

7

APPENDIX 1

Bright House Networks supports Education



- Bright House Networks is committed to making a positive contribution to the educational experience of students in our service areas, including supporting the C-SPAN StudentCam documentary video competition. StudentCam is C-SPAN's annual national video competition that encourages students to think seriously about an issue affecting our communities and our nation.
- In 2012, Talia Moore of John Herbert Phillips Academy was a National winner and three students from Ramsay High School were named regional winners.
- This year we had three regional winners; one from Phillips Academy and two from Ramsay High School.

8

Future Leaders Program



- The Future Leaders Laptop Scholarship program recognizes high school seniors in Bright House Networks service areas that are planning to attend college for their leadership skills, academic achievements and community service activities.
- We annually present 15 seniors with a new laptop, related software and carrying case. Since the program's inception in 2009, Bright House Networks has presented over 75 new laptops to graduating seniors.

9

APPENDIX 1

Classroom Innovator Grants



- The Classroom Innovator Grant program is an ongoing program to assist educators with new and innovative projects.
- Teachers must demonstrate their creative use of advanced technology, web based instruction, cable programming, streaming video and broadband tools in developing creative learning opportunities for students.
- Grants are available to educators who teach K-12 curriculum at schools located within Bright House Networks service areas. Since its inception Bright House Networks has presented over \$12,000.00 in grants to local teachers.

10

Partners for Local Showcase



- C-SPAN's new LCV Cities Tour documents the history of several cities throughout the southeastern United States. Producers are traveling in their LCV's (local content vehicles) to gather stories about each area's rich history. Tampa, FL was first in line in May 2011, and producers visited Birmingham in November 2011.
- In 2013, C-SPAN joined Bright House Networks to cover many of the events related to the 50th Anniversary of the Civil Right Movement.

11

APPENDIX 1

Caring for Others



- Company donated \$1,000,000.00 to April 27th tornado relief effort.
- All divisions sent donations that were distributed to agencies and organizations providing relief.
- Bright House Networks also established corporate employee fund that will be matched dollar for dollar to be used in emergency situations.
- Employees also made personal donations and provided support for residents affected by the storm.

12

Habitat for Humanity



- Bright House Networks and employees have engaged in building eight homes in the metro Birmingham area since 2009. We are sponsors of the annual Habitat for Humanity BBQ for Building, raising funds to assist Habitat in providing service and homes to the community. Bright House Networks also provided production and editing for a promotional video honoring President Jimmy Carter as he brought his service to Birmingham in 2010.

13

APPENDIX 1

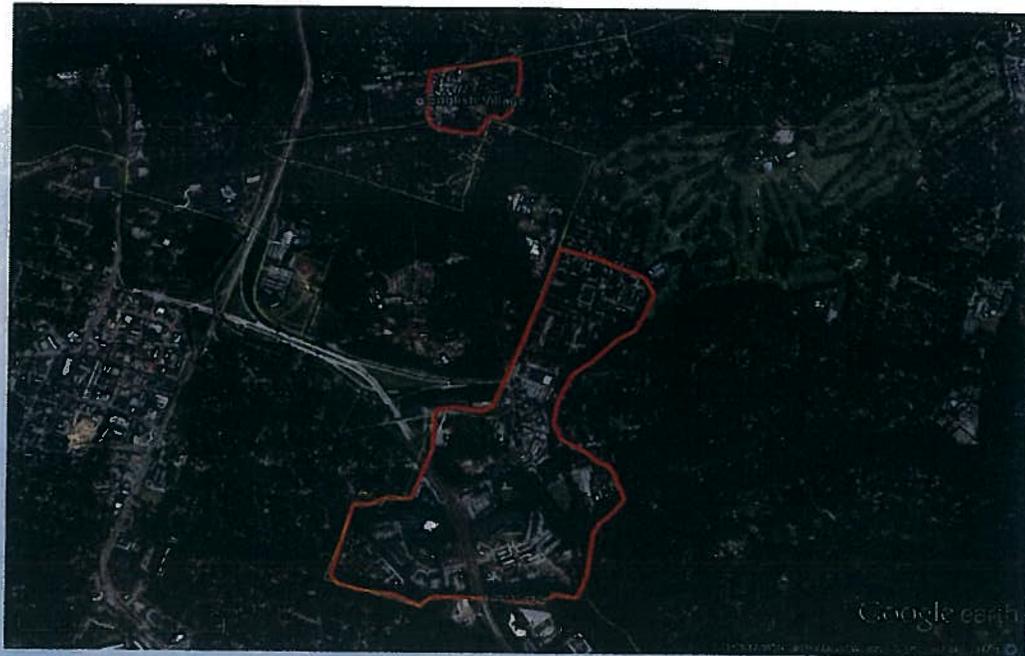
Community Service Day



- Under our **Community Service Day** program, all eligible full-time employees are allowed to use one regularly schedule workday each calendar year to volunteer and part-time (benefits eligible) employees may use 4 hours per calendar year to volunteer.

14

Proposed Service Area



APPENDIX 1

Thank you!



798

Minute Book 85

CABLE SERVICE AGREEMENT

THIS CABLE SERVICE AGREEMENT (this "Agreement") dated the ____ day of _____, 2013 ("Effective Date") is made by and between Bright House Networks, LLC, a limited liability company ("Operator"), and the City of Mountain Brook, a municipal corporation of the State of Alabama (the "City"). Operator and the City shall sometimes be referred to separately as a "Party," and collectively as the "Parties."

RECITALS

WHEREAS, Operator has requested the right to serve customers within the City of Mountain Brook; and

WHEREAS, the City is of the opinion that Operator has sufficient legal and technical ability to provide cable television services (as defined by the Act), facilities and equipment necessary to meet the future cable-related needs of the residents of the City (the "Cable Service" or "Service"); and

WHEREAS, the City agrees to grant to Operator a non-exclusive right to provide cable TV services within the City of Mountain Brook and to use the rights of way (ROW) of the City to provide cable TV services to the residents of the City; and

WHEREAS, the City believes that the system and services that Operator will use in the City to provide Cable Service are subject to the Cable Communications Policy Act of 1984, 47 U.S.C. § 521, *et seq.*, as it may be amended or superseded (the "Act"); and

WHEREAS, the Parties desire to enter into this Agreement, which the Parties, in good faith, intend to be binding as a matter of contract between them and believe is in accord with such obligations as might be imposed by the Act, Alabama law and the ordinances of the City, if and to the extent such are applicable; and

WHEREAS, Operator intends to provide Cable Service on a non-discriminatory basis, and without regard to the income or minority status of any resident or group of residents residing in Operator's service area located within the English Village and Mountain Brook Village areas of the City (the "Service Area"); and

NOW, THEREFORE, in consideration of and reliance upon the Recitals set out above, the respective representations, promises, concessions, terms and conditions contained herein, the City and Operator agree as follows.

1. Requirements.

1.1 Operator agrees that it must locate its cable service equipment in the ROW so as not to cause unreasonable interference with the proper use of streets, alleys and other public ways and places, and not to cause unreasonable interference with the rights, if any, and reasonable convenience of property owners who adjoin any of the said streets, alleys or other public ways. In addition, Operator may enter private property only as permitted by applicable

law, or as allowed by the owner of such private property for the purpose of constructing, operating, maintaining, repairing, and upgrading equipment or facilities.

1.2 Operator agrees that no cable service facilities or equipment shall be placed in any public ways so as to unreasonably interfere with usual travel on, or maintenance of, such public rights of ways, nor shall such facilities or equipment unreasonably limit the visibility of vehicular and/or pedestrian traffic.

1.3 Operator shall comply with the lawful application of all applicable provisions of local, state and federal law with respect to the location of Operator's cable service equipment and facilities in the ROW. If the location selected by Operator for a specific cable service facilities or equipment raises a reasonable public health, safety, and welfare concern, the City and Operator agree to work together to identify alternative locations, if available, to satisfy any technical specifications or limitations of the facilities or equipment to be placed in the ROW and that are acceptable to the City.

1.4 In accordance with local rules and regulations, the City agrees to process any and all applicable permits for the installation and construction of cable service facilities in a timely and prompt manner consistent with reasonable municipal practices. City agrees not to unreasonably block, restrict, or limit the construction and installation of the cable service during the term of this Agreement.

1.5 With respect to the facilities of Operator located in the ROW and utilized to provide Cable Service:

a. All construction practices for cable service facilities shall be in accordance with all applicable state laws and local codes.

b. All installation of electronic cable service equipment shall be installed in accordance with the provisions of the National Electrical Safety Code of the National Bureau of Standards and National Electrical Code of the National Board of Fire Underwriters.

c. All of Operator's cable service equipment and facilities shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices. All such work must be performed by qualified maintenance and construction personnel so as not to endanger or unreasonably interfere with applicable improvements the City may deem appropriate to make, interfere in any unlawful manner with the rights of any property owner or unreasonably hinder or obstruct pedestrian or vehicular traffic. Nothing in this Section shall be construed to limit Operator's rights to access and make use of its own or general utility easements in accordance with the terms of such easements so long as such use is consistent with applicable law.

d. Operator shall at all times employ ordinary care and shall install, maintain and use commonly accepted methods and devices preventing accidents which are likely to cause damage or injury to the public.

e. Operator shall to the extent applicable, comply with the provisions of local rules and regulations regarding tree trimming on public rights of ways.

2. Term. The term of this Agreement shall begin on the Effective Date and end five (5) years after the Effective Date. This Agreement shall be renewed in accordance with the Act.

3. Compensation to the City.

3.1 During the term of this Agreement, Operator shall pay to the City a fee of five percent (5%) of the Gross Revenues, which fee shall be paid quarterly. Such fees shall be paid to the City within forty-five (45) days after the end of the preceding quarter for which payment is made. Operator may designate a portion of the subscriber's bill attributable to fees imposed pursuant to this Agreement and recover such amount from the subscriber as a separate line item of the bill.

Gross revenues shall mean all consideration of any kind or nature, including without limitation, cash, credits, property, and in-kind contributions (services or goods) received by Operator from the provision of Cable Service within the City.

1. Included Items: Subject to paragraph (2), the term Gross Revenues shall include the following:

a. All charges and subscription fees paid by subscribers in the Service Area for the provision of Cable Service;

b. All revenue derived from advertising sales and home shopping (including Home Shopping Network and any comparable shopping from home network) sales derived from the operation of the Service within the City. Advertising commissions paid to third parties shall be deducted from advertising revenue included in Gross Revenues. The allocation of advertising and home shopping revenue shall be based on the number of subscribers in the City divided by the total number of subscribers in relation to the relevant region or national compensation arrangement; and

c. All revenue arising from or attributable to the provision of Cable Service related to fees charged Subscribers for any basic, optional, premium, per-channel or per-program service; cable service provider fee; installation and re-connection fees; converter rentals and/or sales; wire maintenance revenues; upgrade, downgrade or other change-in-service fees;

2. For the purposes of this Chapter, the term Gross Revenues shall not include the following:

a. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt;

b. Late fees and collection fees;

c. Refunds, rebates, credits or discounts to subscribers or City

d. Any amounts attributable to the provision of Cable Service to customers at no charge, including the provision or such Service to the public institutions without charge;

e. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a Federal, State, or local government or any other governmental entity, collected by Operator, and required to be remitted to the taxing entity, including sales and use taxes and utility user taxes;

f. Any forgone revenue from the provision of Service at no charge to any Person, except that any forgone revenue exchanged for trades, barbers, services, or other items of value shall be included in Gross Revenue;

g. Sale of capital assets or surplus equipment;

h. Reimbursement by programmers of marketing costs actually incurred by Operator for the introduction of new programming; and

i. The sale of Services for resale to the extent the purchaser certifies in writing that it will resell the Service and pay a fee to the City with respect hereto.

4. Educational and Governmental Programming.

4.1 Operator shall make available one (1) digital channel for use by the City to enable City to provide educational and governmental ("EG") programming. Operator's obligation herein will begin when its cable service subscribers in the Service Area reach one thousand (1000) subscribers or eighteen (18) months after the Effective Date, whichever comes first. City shall be responsible for programming the channel and all other costs associated therein.

4.2 Operator shall pay the City an EG Fee of TWENTY FIVE CENTS (\$0.25) per subscriber per month. Payment shall be due within 45 days of the end of each quarter.

4.3 If technically and economically feasible, Operator will, at its discretion, use reasonable efforts to interconnect with the other cable or video provider to provide EG programming.

4.4 Operator will provide complimentary basic cable TV service to each public school, municipal government administrative buildings, fire buildings, police buildings, and library buildings that is passed by Operator's system and capable of being served with a 200 foot drop.

5. Customer Service. Operator shall comply with 47 C.F.R. § 76.309(c), as amended from time to time.

6. Non-Discrimination. Operator will not deny access to its cable service within the City because of the income or minority status of the residents within the City.

7. Emergency Alerts. Operator shall comply with all FCC rules and regulations regarding the transmission of EAS alerts.

8. Indemnification.
Operator agrees to indemnify, defend and hold harmless the City, its officers, agents and employees in

9. Insurance.
Operator agrees to indemnify, defend and hold harmless the City, its officers, agents and employees in

10. Compliance with Laws. Operator shall comply with all applicable federal, state and local laws during the term of this Agreement.

11. Books and Records. Operator shall maintain books of account and records adequate to enable Operator to demonstrate that it is in compliance with the obligation to pay the franchise fees and EG fees described in this Agreement with respect to cable service.

12. Termination and Revocation of this Agreement. A verified and continuing pattern of noncompliance with any material provision of this Agreement shall constitute a material breach of this Agreement. This Agreement may be revoked, after a full due process hearing, by a majority vote of the City Council upon the recommendation of the City, for a material breach of this Agreement after giving Operator sixty (60) days notice in writing of intention to revoke such Agreement, unless such violation is corrected during the period of notice, or unless Operator has made a reasonable attempt to correct the violation during that time and is unable to correct such violation despite such reasonable attempts.

13. Breach of Agreement. Should either Party claim that a breach of any part of this Agreement has occurred, that Party will provide prompt written notice to the other, specifying the nature of the breach; and upon receipt the other Party shall cure such breach within sixty (60) days.

14. Dispute Resolution. Except as otherwise provided in this Agreement, the Parties shall make diligent good faith efforts to resolve all issues and disputes that arise in the administration of this Agreement through discussions between designated representatives of the Parties, and use of non-binding mediation, if time permits. Each Party shall bear its own costs of mediation including attorney fees.

15. Inspection Rights.
15.1 The City shall have the right to inspect, upon reasonable prior written notice, and at its expense, all construction and installation work performed by Operator of cable service-specific facilities on the public rights-of-way as it shall find necessary to ensure compliance with a specified permit. Any such inspection shall be solely for the benefit of the City.

15.2 The City Council shall have authority to enforce the terms and conditions of this Agreement.

16. Amendment of this Agreement. This Agreement may be amended or modified only by a written instrument executed by both Parties.

16.1 Except as provided below, the Parties agree to consult in the event that any court, agency, commission, legislative body, or other authority of competent jurisdiction issues a finding that limits the validity or enforceability of this Agreement, in whole or in part. Should the finding be final, non-appealable and binding upon either the City or Operator, this Agreement shall be deemed modified or limited to the extent necessary to address the subject of the finding unless either Party, within thirty (30) days of receipt of the ruling, provides written notice to the other Party of election to terminate, in which case this Agreement shall terminate within six (6) months or such earlier period as the Parties mutually may agree. Where the effect of a finding is a modification, the Parties shall enter into good faith negotiations to modify this Agreement in the manner which best effectuates its overall purposes and the intentions of the Parties. Failure to reach a mutually satisfactory modification within ninety (90) days of the commencement of such efforts shall entitle either Party to terminate this Agreement on the provision of thirty (30) days' written notice.

16.2 In addition to the rights set forth in above, Operator shall have the right to terminate this Agreement and all obligations hereunder upon ninety (90) days' notice to the City, if Operator concludes in its reasonable business judgment that cable service in the City is no longer technically, economically or financially consistent with Operator's business objectives.

17. Abandonment. Upon abandonment, Operator will, at the City's request, and within a reasonable amount of time, remove from the City rights-of-way any visible equipment that Operator used exclusively for cable service and restore the surrounding property at the sole expense of Operator.

18. Entire Agreement. This Agreement constitutes the entire agreement between the City and Operator with respect to the subject matter contained herein and supersedes all prior or contemporaneous discussions, agreements, and/or representations of or between the City and Operator regarding the subject matter hereof.

19. Waiver. Failure on the part of either Party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision.

20. Notices. Any notice to be given under this Agreement shall be in writing and may be delivered to either personally, by facsimile or by certified or registered mail with postage prepaid and return receipt requested, addressed as follows:

If to the City:
City Manager
City of Mountain Brook
P.O. Box 130009

Mountain Brook, Alabama 35213-0009

If to Bright House Networks:

Bright House Networks, LLC
Attn: VP/GM
151 London Pkwy
Birmingham, AL 35211

21. Miscellaneous.

21.1 Operator and the City each hereby warrants that it has the requisite power and authority to enter into this Agreement and to perform according to the terms hereof.

21.2 The headings used in this Agreement are inserted for convenience or reference only and are not intended to define, limit or affect the interpretation of any term or provision hereof. The singular shall include the plural; the masculine gender shall include the feminine and neutral gender.

21.3 Operator and the City shall cooperate fully with one another in the execution of any and all other documents and in the completion of any additional actions including, without limitation, the processing of permits that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

21.4 Nothing contained in this Agreement is intended or shall be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of the Parties hereto toward any person or entity not a Party to this Agreement, unless otherwise expressly set forth herein.

21.5 To the extent the provisions of this Agreement conflict with any of the provisions of local laws, the provisions of this Agreement shall control.

21.6 As used in this Agreement, the term "Affiliate" shall mean any person that directly or indirectly owns or controls Operator, any person that Operator directly or indirectly owns or controls, or any person under common ownership or control with Operator.

22. Waiver. Operator and the City agree not to challenge the legality of any provision in this Agreement, or any future amendments as agreed by the parties, irrespective of any changes in the law applicable to cable service providers.

23. Binding Effect. This Agreement shall be binding upon and for the benefit of each of the Parties and their respective past and present principals, managers, City Council members, offices, directors, shareholders, agents, employees, attorneys, successors and assigns and any parents, subsidiaries or affiliated corporations or entities, as applicable. However, should any change to federal or state law occurring during the term of this franchise have the lawful effect of

materially altering the regime of cable franchising, then Operator shall have the option of terminating this franchise in order to opt-in to such new regime.

24. Counterpart Execution. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Signature pages may be transmitted by facsimile and any signature transmitted by facsimile will be given the same force and effect as an original signature.

25. Compliance with this Agreement. Operator shall not be excused from complying with any of the terms, conditions, and provisions of this Agreement by any failure of the City upon one or more occasions to insist upon or to seek compliance with any such terms, conditions or provisions.

26. Choice of Laws. This Agreement shall be construed and interpreted according to the laws of the State of Alabama.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Agreement and made the same effective as of the Effective Date.

BRIGHT HOUSE NETWORKS, LLC

By: _____

Name: Scott Horne

Title: VP/GM Birmingham

CITY OF MOUNTAIN BROOK, ALABAMA

By: _____

Name: _____

Title: _____

[This page is blank intentionally.]

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA
JULY 8, 2013**

The City Council of the City of Mountain Brook, Alabama met in public session in the City Hall Council Chamber at 7:15 p.m. on Monday, the 8th day of July, 2013. The Council President called the meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President
Amy G. Carter, Council President Pro Tempore
Jack D. Carl
William S. Pritchard III
Jesse S. Vogtle, Jr.
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. RECOGNITION OF GUEST

Council President Smith recognized Boy Scout Jay Sansom of Troop 86 in attendance for his Communications merit badge.

2. 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 June 24, 2013 meeting of the City Council.

2013-101	Reject all (two) the bids for the purchase police uniforms.	Exhibit 1
2013-102	Approve the [service] conditional use application submitted by Will and Sarah Mason with respect to their proposed operation of a music lesson/retail store at 2903 Cahaba Road (local business district).	Exhibit 2, Appendix 1

Thereupon, the foregoing minutes and resolutions were introduced by Council President Smith and their immediate adoption was moved by Council member Pritchard. The minutes and resolutions were then considered by the City Council. Council member Vogtle 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
Amy G. Carter, Council President Pro Tempore
Jack D. Carl
William S. Pritchard III
Jesse S. Vogtle, Jr.

Nays: None

Council President Smith thereupon declared that said minutes and resolutions (nos. 2013-101 and 2013-102) are adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

3. CONSIDERATION OF AN ORDINANCE (NO. 1892) RE-AFFIRMING VOTING DISTRICTS PREVIOUSLY ESTABLISHED UPON THE ADOPTION OF ORDINANCE NO. 1624, ASSIGNING POLLING LOCATIONS, AND RELOCATING ONE POLLING LOCATION (CITY HALL) TO ITS ORIGINAL SITE DUE TO THE RECENT COMPLETION OF THE NEW MUNICIPAL COMPLEX ALL WITH RESPECT TO MUNICIPAL ELECTIONS (EXHIBIT 3, APPENDIX 2)

Council President Smith introduced the ordinance in writing and invited comments and questions from the audience. There being no discussion or comment, Council member 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 be given and that the reading of the ordinance at length be waived. The motion was seconded by Council member Vogtle and was carried, as follows:

Ayes: Virginia C. Smith, Council President
Amy G. Carter, Council President Pro Tempore
Jack D. Carl
William S. Pritchard III
Jesse S. Vogtle, Jr.

Nays: None

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

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

Ayes: Virginia C. Smith, Council President
Amy G. Carter, Council President Pro Tempore
Jack D. Carl
William S. Pritchard III
Jesse S. Vogtle, Jr.

Nays: None

The President of the Council declared that the ordinance (No. 1892) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

4. PUBLIC HEARING TO CONSIDER AN ORDINANCE AMENDING CHAPTER 129 OF THE CITY CODE BY ADDING A NEW “VINE STREET TRANSITIONAL” ZONING DISTRICT AND AMENDING THE ARTICLE XXXI (VILLAGE OVERLAY STANDARDS) AND SECTION 129-416 (ADVISORY DESIGN REVIEW REQUIRED IN THE VILLAGES OF MOUNTAIN BROOK) (APPENDIX 3)

Council President Smith introduced the ordinance in writing and stated that the City Council does not intend to vote on the ordinance at this meeting. She then invited Planning Commission member Patrick Davis forward to explain the proposed ordinance (Appendix 3).

Patrick Davis:

- The proposed ordinance will allow for the following uses: Detached single family dwellings, attached single family dwellings, townhouses, professional offices, business offices, mixed use with residential above offices, and condominiums.
- The size of such developments will be dictated by the size and topography of the lot.
- Lighting is regulated.
- The maximum building height is 36 feet.

Afterward, President Smith invited comments and questions from the governing body.

Council member Pritchard wished to confirm that any planned development will have to come before the City Council for approval. The response:

- The ordinance does not rezone any property.
- The ordinance establishes a new zoning district.
- Property owners will follow normal practice with respect to rezoning applications and must also submit their development plan to the Planning Commission and Design Review Committee before coming to the City Council for final approval.
- The process will work much like that of a Planned Unit Development.
- This ordinance gives property owners in this district a means of developing their properties at such time that their existing structures are removed. Under the current zoning regulations, if a structure is demolished in this [proposed] district, there is no opportunity for redevelopment by the property owner.

Council member Carter stated that she sees no criteria for the Council to use to evaluate such future rezoning applications and development plans. The response:

- The permitted uses are specified in the [proposed] Vine Street Transitional District section (as a matter of right).
- The Village Overlay guidelines control how the property is to be developed (see Section 3 of the proposed ordinance).

Council member Carter asked whether the limitation of two off-street parking spaces is realistic. The response:

- The restriction poses an interesting architectural problem.
- It is contemplated that parking will be provided at the rear of the development, off-street.

There being no further questions or comments from the governing body, President Smith invited comments from the audience.

Michael Crump of 3904 Memory Brook Circle inquired whether this proposed ordinance is separate from that proposal discussed during the previous Village Overlay workshops held a couple of years ago. The response: Those meetings culminated in the adoption of the Village Overlay Standards which are incorporated by reference in the proposed ordinance.

Michael Crump also asked whether the ordinance could be revised to incorporate some landscaping, additional green space, fountains, or other amenities that may be beneficial to the community. The response: If a property owner offered to donate or sell a parcel to be developed into a "public park or space", some members of the Council may be receptive to such an offer and others likely not.

Jean Burford of 50 Vine Street:

- Her (and her husband's) property is currently allowed for a retail use (not sure of the current zoning).
- The current [retail] use is grandfathered.
- Does not see her proposed use list among those enumerated in the proposed ordinance.

The response:

- 50 Vine Street will not be rezoned upon the adoption of this ordinance.
- Should the property owner wish to rezone the property to Vine Street Transitional District or the existing structure is razed, the permitted uses of the proposed ordinance do not allow retail use and the grandfathering of such current retail use will be lost.
- Retail is not encouraged in this proposed new district.
- It was suggested that, due to the fact specific nature of her concerns, a separate meeting be held to consider the various issues and concerns of the property owners.

Trip Galloway of 4144 Stone River Road represents Bill and Linda Israel:

- This proposal is much better than the first draft considered six months ago.

- Pointed out that the density was changed from 2,000 square feet to 2,500 square feet (Section C.4.)
- Questioned whether a development plan was required upon application to the Planning Commission.
- At what point in the process does the applicant address the Design Review Committee?
- If the Design Review approval comes after the City Council approval, at what point may the development commence (building permit be issued)? Prior to Design Review approval?
- The more filters an application must pass through, the less apprehensive his clients will be about a potentially undesirable development plan being approved.
- Would like to see the ordinance specify when in the process Design Review approval is required (preferably prior to City Council approval).
- How are modifications to the development plan years after approval to be approved? BZA?
- The Israel's are concerned about the potential of a property owner seeking a variance from the BZA, the variance being denied, and then the applicant appeal to the circuit court and thereby have a jury be put in the position of making planning decisions for the City.
- The density change made in C.4. will allow for three residential units atop two office units on the ground level; likely an unintended consequence that the Planning Commission said would be taken care of by the size of the lot.

The responses:

- Currently, Design Review cases may either come before or after City Council approval of a project.
- The intent is for all modifications to an approved development plan come before the City Council for approval as is the case currently with Planned Unit Development projects.
- The Council conceded that there may be instances where a property owner could seek a variance from the BZA for a set-back issue.
- It was suggested than Mr. Galloway meet with Mr. Colvin to work through these technical issues and to require City Council approval of all changes to an approved Vine Street Transitional District development plan.

There being no further questions or comments, President Smith closed the public hearing.

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

Council President Smith announced that the next regular meeting of the City Council will be Monday, July 22, 2013, at 7 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 at this time, Council President Smith adjourned the meeting.



Steven Boone, City Clerk

EXHIBIT 1**RESOLUTION NO. 2013-101**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby rejects all bids (as advertised March 11, 2013) with respect to the purchase of Police Department uniforms and accessories.

EXHIBIT 2**RESOLUTION NO. 2013-102**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby approves the conditional [service] use application submitted by Will and Sarah Mason (dba\Mason Music) for the operation of music lesson studio and instrument/accessory sales at 2903 Cahaba Road (formerly Iron Arts) in Mountain Brook Village (Local Business District) subject to the following conditions:

1. Music instructors utilize designated all-day/employee parking in Mountain Brook Village.

[APPENDIX 1]**EXHIBIT 3****ORDINANCE NO. 1892**

**AN ORDINANCE RE-AFFIRMING VOTING DISTRICTS
PREVIOUSLY ESTABLISHED UPON THE ADOPTION OF ORDINANCE NO. 1624,
ASSIGNING POLLING LOCATIONS, AND RELOCATING ONE POLLING LOCATION
TO ITS ORIGINAL SITE DUE TO THE RECENT COMPLETION OF THE NEW
MUNICIPAL COMPLEX WITH RESPECT TO THE MUNICIPAL ELECTIONS**

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

Section 1. **Establishment of Polling Districts and Assignment of Polling Locations.** The City shall be divided into six (6) polling districts as illustrated in the attached Exhibit A and the polling locations of each for the polling districts shall be as follows:

Polling District	<u>No.</u>	<u>Polling Location</u>	
	1	St. Luke's Episcopal Church (Precinct 46, Box 8) 3736 Montrose Road Mountain Brook, AL 35213	(No Change)
	2	Mountain Brook City Hall (Precinct 46, Box 9) 56 Church Street Mountain Brook, AL 35213	(Relocating back original site)
	3	Brookwood Baptist Church (Precinct 48, Box 6) 3449 Overton Road Mountain Brook, AL 35223	(No Change)
	4	Mountain Brook Fire Station No. 2 (Precinct 48, Box 4) 3785 Locksley Drive	(No Change)

Mountain Brook, AL 35223

- 5 Mountain Brook Elementary School (Precinct 46, Box 7) (No Change)
3020 Cambridge Road
Mountain Brook, AL 35223
- 6 Cherokee Bend Elementary School (Precinct 45, Box 2) (No Change)
4400 Fair Oaks Drive
Mountain Brook, AL 35223

Section 2. **Repealer.** All ordinances or parts of ordinances heretofore adopted by the City Council of the City of Mountain Brook, Alabama, that are inconsistent with the provisions of this ordinance are hereby expressly repealed.

Section 3. **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.

Section 4. **Effective Date.** This ordinance shall become effective immediately upon adoption and publication as provided by law and approval by the U. S. Department of Justice as prescribed by Section 5 of the "Voting Rights Act".

[APPENDIX 2]

EXHIBIT 4

ORDINANCE NO. ____

DRAFT

AN ORDINANCE AMENDING SECTIONS 129-551, 129-552, 129-553 AND 129-416 OF THE CITY CODE ALL INVOLVING THE ADDITION OF THE VINE STREET TRANSITIONAL DISTRICT ZONING CLASSIFICATION TO THE ZONING CODE OF THE CITY OF MOUNTAIN BROOK

WHEREAS, it is the desire of the City Council of the City of Mountain Brook, Alabama, to amend certain sections of the City's zoning code;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mountain Brook the following:

SECTION 1. Chapter 129 of the City Code is amended to include the following new sections:

"ARTICLE _____ - VINE STREET TRANSITIONAL (VST) DISTRICT

Sec. 129-____ - Purpose and applicability.

The Vine Street Transitional (VST) District is intended to provide compact, appropriate-scaled buildings along the west side of Vine Street in Crestline Village for detached single family, attached single family (townhouse dwelling), professional and business offices and mixed use (residential above office). The district may be applied to sites which can establish an effective transition from the Local Business District in Crestline Village to adjacent residential neighborhoods and the Crestline Elementary School site. The district is intended to provide a high degree of pedestrian connectivity within Crestline Village to increase accessibility and patronage of businesses, and to enhance the pedestrian character of Crestline Village.

The Vine Street Transitional (VST) District is also intended to emphasize lot frontages, and the orientation, location, and façade design of the buildings, as a key determinant of development that is

transitionally compatible with the neighboring Local Business, Residence-A, Residence-C and Recreation Districts, and a key element in shaping the transitional character and streetscape of Vine Street in Crestline Village.

The VST District may be applied to those properties abutting the west side of Vine Street in Crestline Village, as that Village is defined by reference to the Village Boundary Line for Crestline Village in Section 129-557 of the City Code.

Sec. 129-___ - Permitted uses.

The uses permitted in the Vine Street Transitional District shall be as follows:

- (a) Detached single family dwellings;
- (b) Attached single family dwellings (townhouse dwelling units);
- (c) Professional offices;
- (d) Business offices;
- (e) Mixed use, with residential uses above office uses;
- (f) The uses in any of the above permitted uses may be condominium units;
- (g) Accessory structures and accessory buildings customarily incidental to the above permitted uses.

(a) *Minimum dimensions of parcel.*

- (1) Minimum area of parcel ... 7,500 square feet
- (2) Minimum width of parcel at all points between the street line and the front setback line ... 50 feet
- (3) Minimum number of feet of the parcel which must abut a street ... 50 feet

(b) *Minimum yards and building setbacks.*

The front lot line shall be deemed to be the edge of the adjacent public right-of-way, or the edge of the adjacent sidewalk which is nearest the building, whichever is farther from the centerline of the such right-of-way.

- (1) Minimum front (primary) yard setback... 5 feet
- (2) Minimum front (secondary) yard setback... 8 feet
- (3) Minimum rear yard setback5 feet
- (4) Minimum side yard setback
0 feet if party wall;
5 feet for end units, or a detached single family dwelling.
- (5) An enhanced primary entrance feature may extend up to 5 feet beyond the permitted and constructed front building line of the building provided that:
 - a. It occupies no more that 30% of the front façade (primary or secondary) of the lot;
 - b. It remains unenclosed, with no fixed windows or screens;
 - c. Any roof structure on or associated with the feature is up to one and one-half stories;

- d. It is designed as an extension of the primary building using the same foundation, building materials, architectural styles and ornamentation as the primary building.

(c) *Building limitations.*

(1) Maximum building area ...

For detached single family dwellings: 60% of the total area of the parcel, reduced by additional Open Space required by Section 129-554 for residential uses.

For attached single family dwellings (townhouse dwellings): 80% of the total area of the parcel, reduced by additional Open Space required by Section 129-554 for residential uses.

For office and mixed use: 80% of the total area of the parcel, reduced by additional Open Space required by Section 129-554 for residential uses.

(2) Maximum building height ... 36 feet

At any and all points, the maximum external building height shall be measured from the existing grade of the sidewalk at the lot frontage, or the proposed grade at the front building line, whichever is lower.

(3) Maximum number of stories ... none

(4) Maximum allowable density ... One dwelling unit per 2,500 square feet of land contained in the parcel

(5) All rooftop equipment shall fall within the permissible roof heights, be located away from slopes or areas exposed to the public street, and otherwise be screened from view from adjacent public streets or be incorporated into the skin of the building or internal to the block.

Sec. 129-___ - Off-Street Parking.

- (1) Location of parking must be in accordance with Section 129-555 of the Village Overlay Standards.
- (2) Minimum off-street parking per dwelling unit: Two spaces.
- (3) Visitor and accessory parking for 2 or more attached single family dwellings; shall be one-half parking space per unit;
- (4) Surface parking, interior parking or parking structures for the dwelling units and for visitor or accessory parking shall meet the parking design and vehicle access limitations of Section 129-555 of the Village Overlay Standards.

Sec. 129-___ . - Additional requirements.

(a) *Compliance with Village Overlay Standards.* All uses allowed in the VST District are excluded from the building type specifications in Section 129-553 of the Village Overlay Standards, but must otherwise conform to the remainder of the Village Overlay Standards in its entirety.

(b) *Exterior lighting.* If artificial illumination is provided for a parking area, it shall be arranged so as to shine and reflect away from any adjacent residential areas and away from any streets adjacent to or near the parcel. No lighting fixtures used for any parking area shall be elevated more than 14 feet above the ground, except for a light which is installed on the ceiling of a porch of a dwelling unit and is designed to illuminate only such porch. Each lighting fixture shall be designed and installed so as to direct its beam of light below the horizontal plane of such lighting fixture.”

(c) *Development plan.* Any rezoning proposal for the Vine Street Transitional (VST) District shall submit a development plan in conformity with section 129-234 of this Code demonstrating compliance with all site and building standards of this district, the applicable overlay standards, and conformance with the village master plan and design guidelines.”

SECTION 2. Section 129-551(b) of the City Code is hereby amended as follows:

“(b) *General Applicability.* The Village Overlay Standards supplement the standards of the current Base Zoning District of each parcel to the extent that the standards herein do not conflict with the standards in the base zoning district. To the extent that the standards set forth in the Base Zoning District conflict or are inconsistent with the standards herein, the standards set forth in this Article shall apply; all uses allowed on lots in the Base Zoning District “Vine Street Transitional (VST) District” shall be exempt from the Building Type Specifications of the Village Overlay Standards. The standards in this section are applicable to the following Base Zoning Districts which exist in the Villages:

- (1) Local Business;
- (2) Professional;
- (3) Mixed Use;
- (4) Vine Street Transitional; and
- (5) Any residential zoning districts that exist in the Village boundaries.”

SECTION 3. Section 129-551(c) of the City Code is hereby amended as follows:

“(c) *Specific Applicability.* The Village Overlay Standards address building types, building heights, building form and orientation (relationship to streets and open spaces), and are specifically applicable to the following areas:

- (1) Crestline Village (except for lots zoned Vine Street Transitional (VST) District), as indicated on the attached Building and Development Regulating Plan for Crestline Village;
- (2) English Village, as indicated on the attached Building and Development Regulating Plan for English Village;
- (3) Mountain Brook Village, as indicated on the attached Building and Development Regulating Plan for Mountain Brook Village;
- (4) Overton Village, as indicated on the attached Building and Development Regulating Plan for Overton Village.

The boundaries officially approved for the Village Overlay Standards, as specified above, are adopted herein by reference, and shall become a part of Official Zoning Map of Mountain Brook as defined in Section 129-17 of the Zoning Ordinance.”

SECTION 4. Section 129-551(d) of the City Code is hereby amended as follows:

“(d) *Building and Development Regulating Plans.* The Building and Development Regulating Plans for Crestline Village (except for lots zoned Vine Street Transitional (VST) District), English Village, Mountain Brook Village and Overton Village are attached hereto, included within, and made a part of these Village Overlay Standards, and apply in all areas identified thereupon.”

SECTION 5. Section 129-552 of the City Code is hereby amended as follows:

“(d) Vine Street Transitional District Uses. There is no specified building type for uses on lots zoned Vine Street Transitional District in the Village Overlay area; proposed building

plans are subject to review by the Planning Commission and Village Design Review Committee for compliance with the VST District regulations, the Village Master Plan, the Design Guidelines and intent and purposes of the base zoning district and this Article.”

SECTION 6. Section 129-553(b) of the City Code is hereby amended as follows:

“(b) *Standards.* Permitted building types shall meet the following building standards, which standards shall control over any conflicting standard of the Base Zoning District (with the exception of any permitted use on lots zoned Vine Street Transitional (VST) District):”

SECTION 7. Section 129-553 of the City Code is hereby amended/corrected as follows:

1. The reference to “Section 19-31-4” (See “Maximum % of Lot Coverage (building footprint)-CD129:89) is hereby changed to “Section 129-554”.
2. The reference to “Section 19-31-5(d) (See Site Access – Vehicles-CD129:89) is hereby changed to “Section 129-555(d)”.
3. The reference to “Section 19-31-5” (See Legend [1]-CD129:91) is hereby changed to “Section 129-555”.
4. The reference to “Section 19-31-4” (See “Maximum % of Lot Coverage (building footprint)-CD129:92) is hereby changed to “Section 129-554”.
5. The reference to “Section 19-31-5(d) (See Site Access – Vehicles-CD129:92) is hereby changed to “Section 129-555(d)”.
6. The reference to “Section 19-31-5” (See Legend [1]-CD129:94) is hereby changed to “Section 129-555”.
7. The reference to “Section 19-31-4” (See “Maximum % of Lot Coverage (building footprint)-CD129:95) is hereby changed to “Section 129-554”.
8. The reference to “Section 19-31-5(d) (See Site Access – Vehicles-CD129:95) is hereby changed to “Section 129-555(d)”.
9. The reference to “Section 19-31-5” (See Legend [1]-CD129:97) is hereby changed to “Section 129-555”.
10. The reference to “Section 19-31-4” (See “Maximum % of Lot Coverage (building footprint)-CD129:98) is hereby changed to “Section 129-554”.
11. The reference to “Section 19-31-5(d) (See Site Access – Vehicles-CD129:98) is hereby changed to “Section 129-555(d)”.
12. The reference to “Section 19-31-5” (See Legend [1]-CD129:100) is hereby changed to “Section 129-555”.

SECTION 8. Section 129-416(a) of the City Code is repealed and replaced with the following:

“Sec. 129-416. Advisory design review required in the Villages of Mountain Brook.

- (a) The Villages of Mountain Brook, for purposes of this section, are composed of those properties located within the “Village Boundary Line” shown on the Village Maps found in Section 129-557 of the City Code. ~~–and defined as, the Local Business Districts of the City of Mountain Brook, plus those Mixed Use, Office Park, Professional, and Residential Infill Districts which are contiguous to and/or within one mile of the boundary of such Local Business Districts (“villages).”~~

Section 9. This ordinance is cumulative in nature and is in addition to any power and authority which the City of Mountain Brook may have under any other ordinance or law.

Section 10. 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.

Section 11. The effective date of this ordinance shall be July 26, 2013.

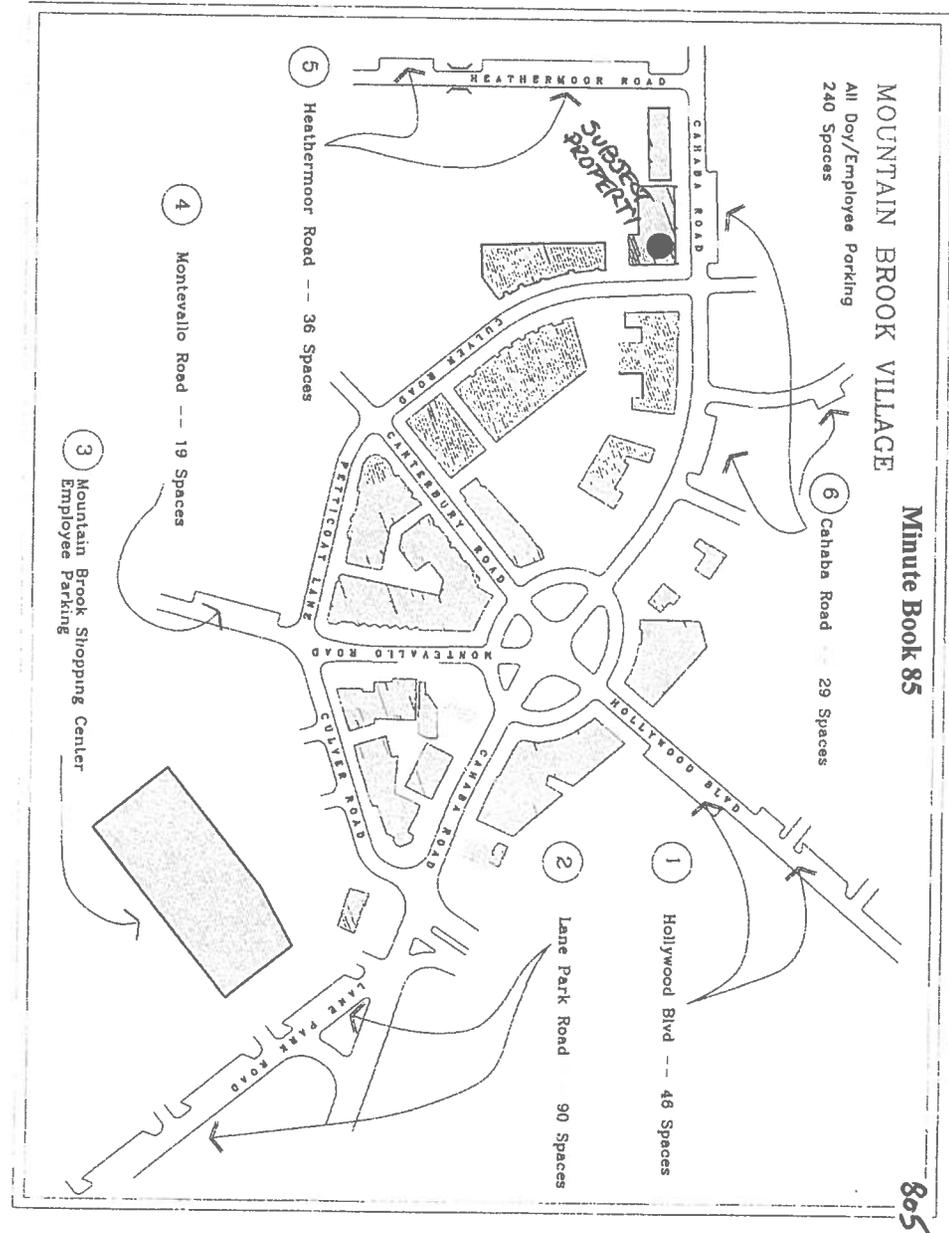
[APPENDIX 3]

INTEROFFICE MEMORANDUM

TO: SAM GASTON, CITY MANAGER
FROM: STEVEN BOONE
SUBJECT: MASON MUSIC STUDIOS CONDITIONAL USE APPLICATION
DATE: JULY 3, 2013
CC: MAYOR AND MEMBERS OF THE CITY COUNCIL

Will and Sarah Mason intend to open a music lesson/instrument and accessories sales store at 2903 Cahaba Road (Old Iron Arts location). The space is to be subdivided with Brick & Tin occupying the remainder of the space. The music studio is estimated to be 2,000 square feet. Following is a summary of the applicant's operations information and issues to be considered by the City Council:

- Hours of operation:** 8:30a.m.—8:00p.m. Monday through Saturday
 8:30a.m.—3:00p.m. generally administrative in nature. Lessons during these times are sporadic.
 3:00p.m.—8:00p.m. generally allotted for lessons
- Peak activity:** 3:00p.m.—6:00p.m.
- Class sizes:** Most are private (1:1) with some group lessons consisting of 5—10 students. The maximum number of students is 13—18. The average number of patrons is estimated to be 8—9.
- Number of employees:** One office manager, one receptionist, and eight contract instructors (10 total).
- Occupancy:** Maximum: 27 (17 students and 10 staff/instructors)
 Average: 15—18 students and staff/instructors
 Group lessons are generally scheduled during off-peak times.
- Classrooms:** Eight with only one room large enough for group lessons.
- Lessons/day:** 30—40
- Clientele:** Generally, school-age students. In most instances, the students are dropped off by their parents for lessons. Applicant anticipates some walk-in students/customers from Mountain Brook Elementary and the surrounding area. Lesson duration ranges from 30, 45, to 60 minutes.



MOUNTAIN BROOK VILLAGE
 All Day/Employee Parking
 240 Spaces

Minute Book 85

805

APPENDIX 1



APPENDIX 1

2901 CAHABA ROAD



To Whom It May Concern:

Mason Music proposes to use the space in Mountain Brook Village currently occupied by Village Dermatology for the following uses:

- Music Lessons
- Musical instrument and music accessory retail

Our proposed hours of operation are as follows:
8:30am-3:00pm Office hours mainly for administrative work. During these hours we may have sporadic lessons with adults or home school children. We also have offered a preschool music program called 'munchkin music' in the past that met one day a week for an hour and had approximately 5-7 students in the group. This was held at 10:00am.

3:00pm-8:00pm main hours for after school lessons.

We propose to have 8 teaching rooms plus a lobby. The most people who could be working at a time would be 10. 8 teachers + 1 office manager + 1 receptionist.

Employees will park at the perimeter of the village, or wherever the city of Mtn. Brook deems desirable and helpful. We hope to be good tenants and beneficial members of the community.

Our peak hours will be after school, from 3:00 till 6:30. We do offer lessons until 8:00, but those later spots are generally less desirable and thus, less densely booked. At capacity, we would be able to service 8 students at a time if all were in a private 1-1 lesson. We are looking to have 1 room large enough to conduct occasional group lessons of 5-10 students. So the most we would ever have on site at a time would be 17 students, if all 7 private rooms were full and we had 10 students in the group lesson room. This is unlikely to be the case, because generally, our group lessons are scheduled during non-peak times on purpose.

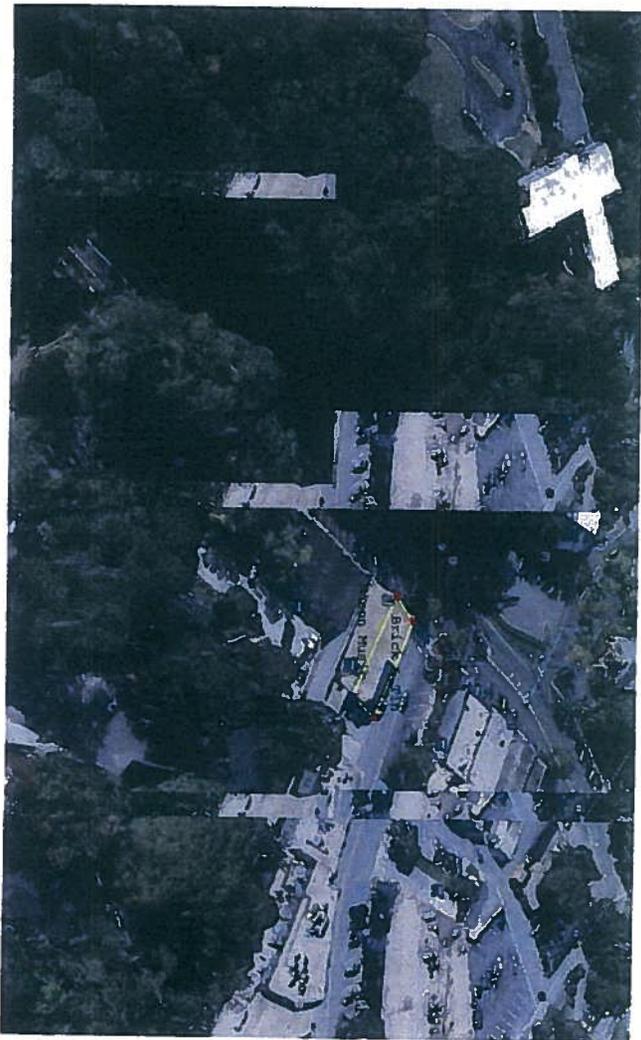
At our current location in Vestavia Hills (Cahaba Heights) we have a small parking lot (11 spaces), and most of our students are dropped off. Their parents go shop at the Summit or other nearby businesses during the lesson and pick up at the end. Most of our students are not of driving age, and are dropped off and picked up as a result. We anticipate many of our 3:00 students at the potential new building walking from MBE directly to Mason Music and being picked up at the end of their lesson.

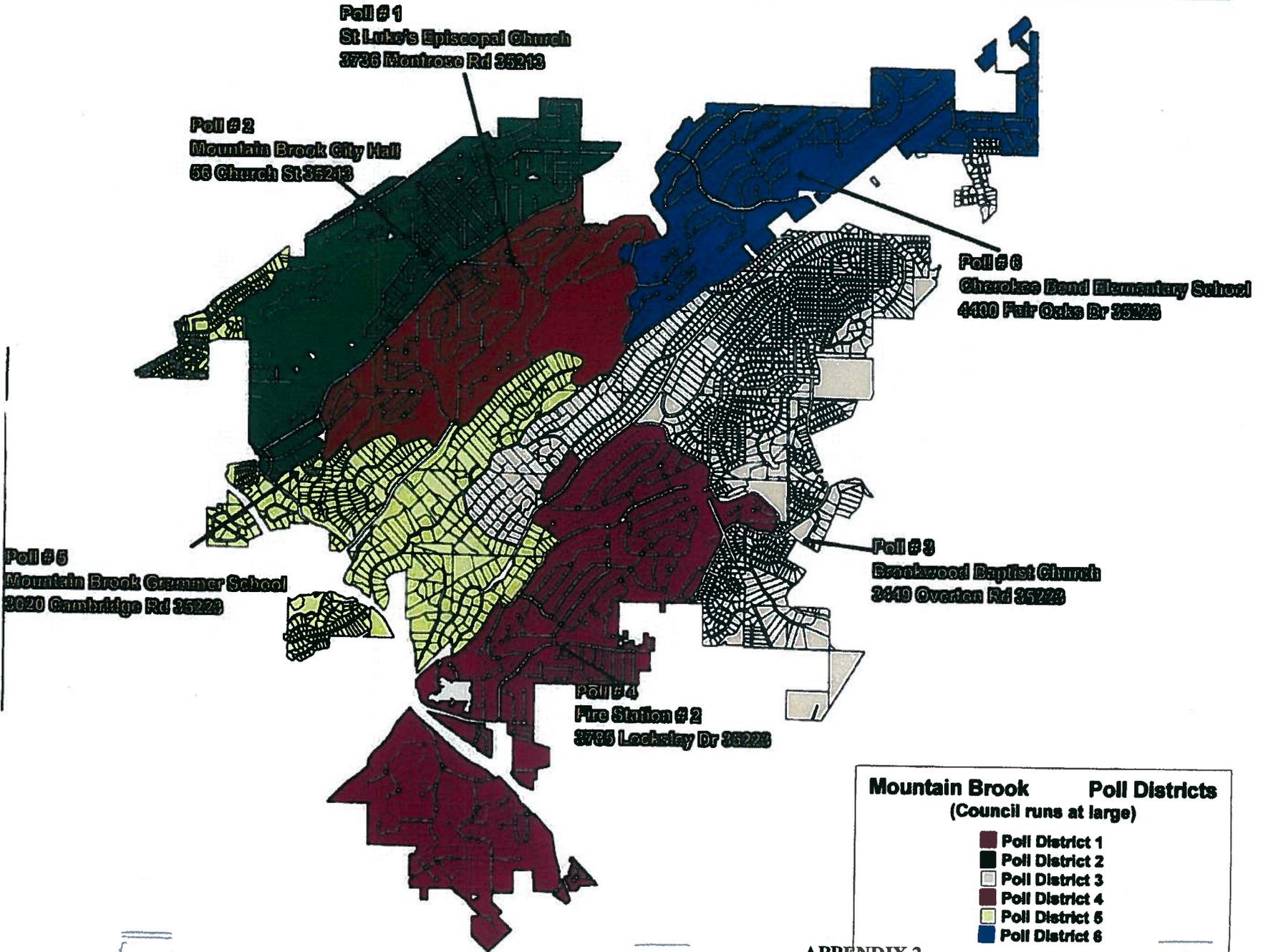
We look forward to the opportunity to open a location closer to many of our existing clients who live in Mtn. Brook. We also believe that we would be a good fit for this community, as we are offering a service that focuses on childhood development and enrichment through music. We hope to become a neighborhood establishment that will draw more business to other nearby shops and restaurants as well, so that a synergy can develop among us.

-Will and Sarah Mason

APPENDIX 1

2901 CAHABA ROAD





APPENDIX 2

EXHIBIT A



Dana O. Hazen, AICP
 City Planner
 3928 Montclair Road
 Suite 230
 Mountain Brook, Alabama 35213
 Telephone: 205/802-3821
 Fax: 205.879.6913
 hazend@mtnbrook.org
 www.mtnbrook.org

MEMO

DATE: January 9, 2013

TO: Mayor, City Council
 City Manager
 City Attorney

FROM: Dana Hazen, City Planner

RE: Proposed Vine Street Transitional (VST) District

APPENDIX 3

Vine Street Transitional (VST) District

On December 3, 2012, the Planning Commission voted to recommend to the Council the adoption of the Vine Street Transitional (VST) District, as well as the other related zoning ordinance amendments which are attached hereto.

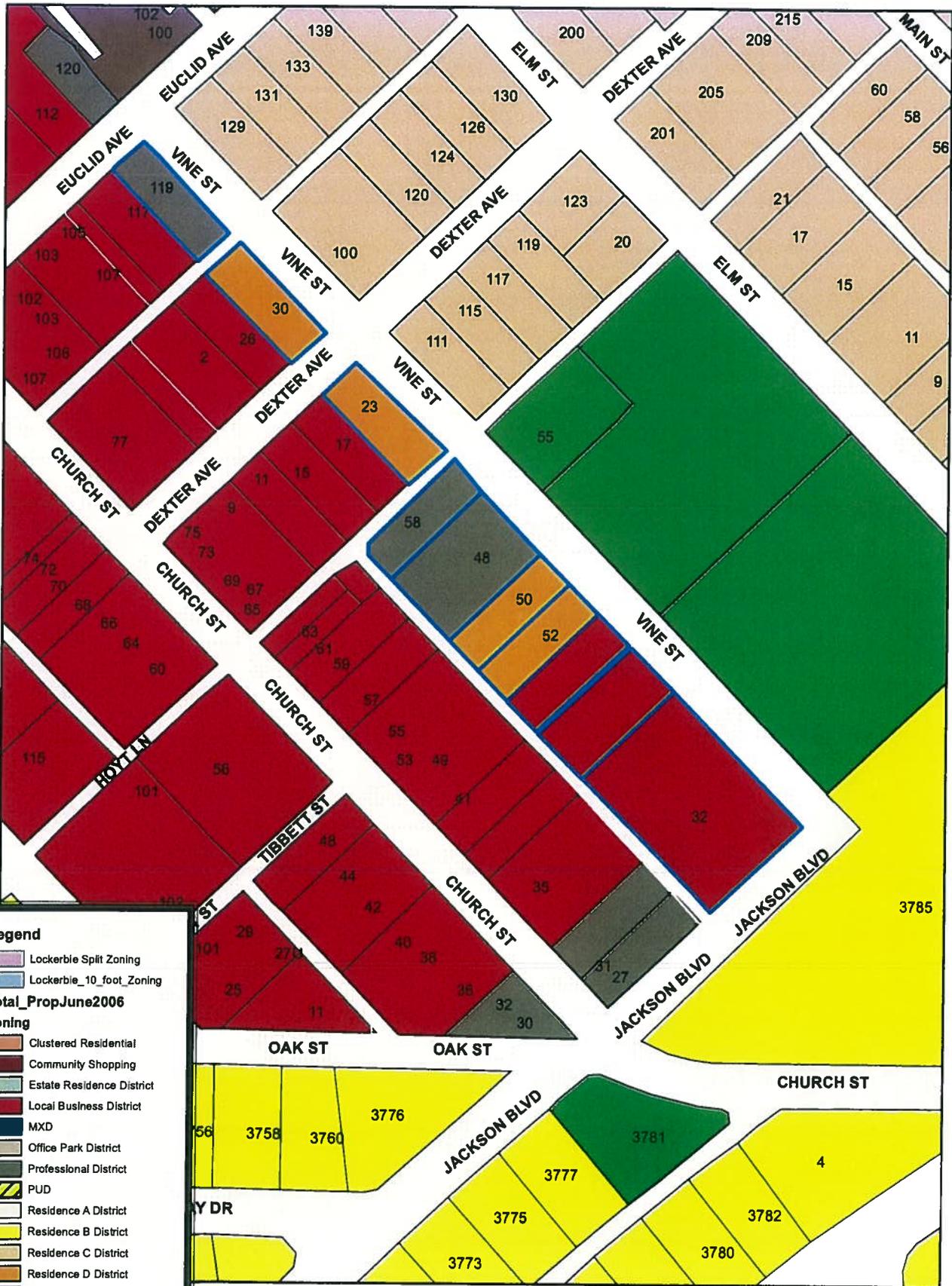
Summary

There are several lots along the west side of Vine Street (Crestline Village) that are currently zoned Res-D and are too small (50'x150') to be redeveloped under any of the City's current zoning districts. Therefore, as the structures on these small lots become dilapidated (as is already the case at the northwest corner of Dexter and Vine) redevelopment of individual lots is not feasible under existing zoning regulations and the Village Overlay Standards.

The purpose of this proposed zoning amendment is to promote redevelopment of properties along the west side of Vine Street with a mixture of uses that are "transitional" in nature, such as office and multi-family. This area of Crestline Village is uniquely situated along the commercial fringe of the village, but given its proximity to single family zoning districts on the east side of Vine Street it is not ideal for development of intense commercial uses (such as retail and restaurant); however this area may be appropriate for the development of transitional uses.

The attached Vine Street Transitional (VST) District contains draft language that would allow for appropriate uses and building design for the properties indicated on the attached map of Vine Street. If adopted, no properties along Vine would be automatically "re-zoned," but the owners of such properties would have to petition the Planning Commission and Council for rezoning on an individual basis in the future.

Properties Eligible for Rezoning to VST District



APPENDIX 3



[This page is blank intentionally.]