

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
OCTOBER 13, 2014**

The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 6:00 p.m. on Monday, the 13th day of October, 2014. 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

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

1. AGENDA

1. November 3, 2014 Organizational Meeting of the new City Council and committee and liaison appointments.

The organizational meeting time was tentatively set for November 3, 2014 at 7:30 a.m. Specific committee and liaison assignments will be considered at the October 27, 2014 Council pre-meeting.

2. Proposed traffic study on South Brookwood Road regarding Brookwood Forest Elementary School – Richard Caudle of Skipper Consultants. (Resolution No. 2014-137 was added to the formal agenda.)
3. Proposed change order for Cahaba River Park project – Nimrod Long of Nimrod Long & Associates.

Nimrod Long of Nimrod Long & Associates will prepare a change order to be considered at the October 27, 2014 meeting of the City Council.

4. A change-order in the amount of \$5,000 with respect to the professional services agreement between the City and Walter Schoel Engineering, Inc. for their drainage study in the vicinity of Beech Circle was added to the formal agenda (Motion No. 2014-134).
5. Review and discussion of the 7 p.m. City Council formal meeting agenda topics.

Upon conclusion of the City Council's review of the other formal [7 p.m.] agenda issues, Council President Smith adjourned the meeting.



Steven Boone, City Clerk

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA
OCTOBER 13, 2014**

The City Council of the City of Mountain Brook, Alabama met in public session in the City Hall Council Chambers (Room A108) at 7:00 p.m. on Monday, the 13th day of October, 2014. 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

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 GUESTS

Council President Smith recognized several Boy Scouts from Troop 320 in attendance for their Citizenship in the Community 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:

2014-120	Appoint Rhett Loveman as a Supernumerary member of the Board of Zoning Adjustment, to serve without compensation through September 22, 2017	Exhibit 1 Appendix 1
2014-121	Ratify the execution of a professional services agreement between the City and Sain Associates for their review of the traffic study prepared by Skipper Consulting with respect to the proposed Piggly Wiggly development on Vine Street	Exhibit 2 Appendix 2
2014-122	Authorize the amendment of professional service agreement between the City and Skipper Consulting with respect to the pedestrian crossing signal design at the intersection of Overton Road and Oakdale Drive/River Run Drive in the vicinity of Cahaba River Park	Exhibit 3 Appendix 3
2014-123	Authorize the execution of fire and emergency medical services contract between the City and commercial property owners of properties located in unincorporated areas within the City's police jurisdiction	Exhibit 4 Appendix 4
	Authorize the execution of the following service agreements:	
2014-124	Jefferson/Blount/St. Clair Mental Health Authority	Exhibit 5 Appendix 5

2014-125	Jefferson County Historical Commission	Exhibit 6 Appendix 6
2014-126	Alabama Veterans' Memorial Foundation	Exhibit 7 Appendix 7
2014-127	Mountain Brook Chamber of Commerce	Exhibit 8 Appendix 8
2014-128	Birmingham Museum of Art	Exhibit 9 Appendix 9
2014-129	Alabama Symphonic Association	Exhibit 10 Appendix 10
2014-130	Birmingham Botanical Society	Exhibit 11 Appendix 11
2014-131	Birmingham Children's Theatre	Exhibit 12 Appendix 12
2014-132	Exceptional Foundation	Exhibit 13 Appendix 13
2014-133	Birmingham Zoo	Exhibit 14 Appendix 14
2014-134 Motion	Authorize the acceptance of a contract change order in the amount of \$5,000 with respect to the Beech Circle drainage study being conducted by Walter Schoel Engineering, Inc. (See Resolution No. 2014-182)	Appendix 15
2014-135	Authorize the installation of a fire hydrant at 2655 Lane Park Road to serve the Grand Bohemian Inn in Mountain Brook Village (installation costs to be paid by Robins & Morton, annual rental cost to be paid by the City)	Exhibit 15
2014-136	Authorize the City Manager to offer continuing medical coverage to eligible employees (namely 20 years of City service at any age or 10 years of City service for ages 60 and over) who elect to retire between January 1, 2015 and August 1, 2015	Exhibit 16 Appendix 16
2014-137	Authorize the execution of a professional services contract between the City and Skipper Consulting, Inc. with respect to their traffic study of South Brookwood Road in the vicinity of Brookwood Forest Elementary School	Exhibit 17 Appendix 17

Thereupon, the foregoing resolutions and motion were introduced by Council President Smith and their immediate adoption was moved by Council member Pritchard. The resolutions were then considered by the City Council. Council member Vogtle seconded the motion to adopt the foregoing resolutions and motion and that he will abstain from voting on Resolution No. 2014-133 due to a conflict of interest. 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. (abstained from voting on Resolution No. 2014-133)

Nays: None

Council President Smith thereupon declared that said resolution nos. 2014-120 through 2014-132, 2014-135 through 2014-137, and motion 2014-134 are adopted by a vote of 5—0 and that resolution no. 2014-133 is adopted by a vote of 4—0.

3. PUBLIC HEARING: CONSIDERATION OF AN ORDINANCE (NO. 1919) AMENDING THE PLANNED UNIT DEVELOPMENT (PUD) MASTER DEVELOPMENT PLAN FOR PILGRIM PLACE ON MONTCLAIR ROAD (EXHIBIT 18, APPENDIX 18)

Council President Smith introduced the ordinance in writing and invited the applicant forward to explain the requested changes.

Mr. Mike Wedgeworth (in attendance with Tommy Holcolmb, landscape architect, and Jesse Evans, attorney):

- The developer is seeking to widen the entrance to the gated community from 40 feet to 60 feet
- The private road will be narrowed from 29 feet to 20 feet to allow the yards to be increased to 26 feet in the front and a minimum of 20 feet in the back of each lot
- The setbacks will be closed from 12-1/2 feet to 10 feet thereby resulting in 20 feet total between houses
- The remaining changes involve resurveying/moving the easements to accommodate the right-of-way
- Regarding on-street parking, guest parking will be limited by covenant to no more than six hours (each property has a 2-car garage for the property owners)
- Guidelines have been established for the maintenance of the buffer area that have been developed with input from City officials and adjacent property owners
- The development was originally approved to include 15 single family dwellings and this density is not being changed
- The developer also requests that the development and road be renamed from Pilgrim Place to Village Place
- Regarding the gate, there will be a 60 foot hammerhead turnaround for fire trucks which has been reviewed by fire officials of the City

Bruce Steel of 3605 Ridgeview Drive West expressed concern about the [landscape] maintenance of that portion of each lot that lies behind the retaining wall.

Mr. Wedgeworth responded that these areas are what is covered in the previously mentioned guidelines that are incorporated into the covenants.

In response to questions by Council members Pritchard and Carl, Joe Clegg of 14 Pilgrim Place, responded that he is satisfied with the changes and looks forward to seeing the development completed.

There being no more questions or comments, Council President Smith called for a motion regarding the amended PUD master development plan. 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 is 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 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 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. 1919) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

4. PUBLIC HEARING: CONSIDERATION OF AN ORDINANCE (NO. 1920) AMENDING CHAPTER 121 (“THE SIGN ORDINANCE”) OF THE CITY OF MOUNTAIN BROOK CITY CODE (EXHIBIT 19)

Council President Smith introduced the ordinance in writing and invited comments and questions from the audience. There being none, 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 is 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 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 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. 1920) is hereby adopted by a vote of 5–0 and, and as evidence thereof, she signed the same.

5. ANNOUNCEMENT (NO. 2014-138): MAYORAL APPOINTMENT TO THE PLANNING COMMISSION

Mayor Oden announced that he has re- appointed Susan Swagler to the Planning Commission, to serve without compensation through October 1, 2020.

6. ANNOUNCEMENT 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, October 27, 2014 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.

7. EXECUTIVE SESSION AND ADJOURNMENT

There being no further business to come before the City Council, it was moved by Council member Pritchard that the City Council convene in executive session to discuss a matter involving a pending real estate transaction. The motion was seconded by Council President Pro Tempore Carter. The City Attorney certified that the subject matter of the executive session is allowed pursuant to the Open Meetings Act. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Amy G. Carter, Council President Pro Tempore
William S. Pritchard, III
Jesse S. Vogtle, Jr.
Jack D. Carl
Lawrence T. Oden, Mayor

Nays: None

Council President Smith declared that the motion carried by a vote of 5–0 and then asked that the members of the audience be excused. She also announced that the City Council shall not reconvene upon conclusion of the executive session.



Steven Boone, City Clerk

EXHIBIT 1

RESOLUTION NO. 2014-120

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Rhett Loveman is hereby appointed as a Supernumerary member to the Board of Zoning Adjustment, to serve without compensation, his term to end October 13, 2017.

APPENDIX 1

EXHIBIT 2**RESOLUTION NO. 2014-121**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby ratifies the execution of the Sain Associates work authorization, in the form as attached hereto as Exhibit A, with respect to its review of the Skipper Consulting traffic study for the proposed Piggly Wiggly development in Crestline Village.

APPENDIX 2

EXHIBIT 3**RESOLUTION NO. 2014-122**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the execution of an amendment to the professional services contract between the City and Skipper Consulting, Inc., in the form as attached hereto as Exhibit A subject to such minor revisions determined appropriate by the City Attorney, with respect to its pedestrian crossing signal design on Overton Road at its intersection with Oakdale Drive and River Run Road in the vicinity of Cahaba River Park.

APPENDIX 3

EXHIBIT 4**RESOLUTION NO. 2014-123**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that either the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to execute the following Fire Protection and Emergency Medical Services agreements, copies of which are attached hereto:

- | | |
|--|-------------|
| 1. Shades Parkway, LLC, 813 Shades Creek Parkway | - Exhibit A |
| 2. Orchid, LLC, 800 Shades Creek Parkway | - Exhibit B |
| 3. Brookwood, LLC, 2900 Highway 280 South | - Exhibit C |
| 4. 280 Associates, LLC, 600 Luckie Drive | - Exhibit D |

APPENDIX 4

EXHIBIT 5**RESOLUTION NO. 2014-124**

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

APPENDIX 5

EXHIBIT 6**RESOLUTION NO. 2014-125**

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

APPENDIX 6**EXHIBIT 7****RESOLUTION NO. 2014-126**

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

APPENDIX 7**EXHIBIT 8****RESOLUTION NO. 2014-127**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of an agreement between the City and Mountain Brook Chamber of Commerce, in the form as attached hereto as Exhibit A, subject to minor changes as may be determined appropriate by the City Attorney.

APPENDIX 8**EXHIBIT 9****RESOLUTION NO. 2014-128**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that either the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to enter into a contract with the Birmingham Museum of Art subject to such minor changes as may be determined appropriate by the City Attorney, a copy of which contract is attached hereto as Exhibit A.

APPENDIX 9**EXHIBIT 10****RESOLUTION NO. 2014-129**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that either the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to enter into a contract with the Alabama Symphonic Association subject to such minor changes as may be determined appropriate by the City Attorney, a copy of which contract is attached hereto as Exhibit A.

APPENDIX 10

EXHIBIT 11**RESOLUTION NO. 2014-130**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that either the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to enter into a contract with the Birmingham Botanical Society subject to such minor changes as may be determined appropriate by the City Attorney, a copy of which contract is attached hereto as Exhibit A.

APPENDIX 11

EXHIBIT 12**RESOLUTION NO. 2014-131**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that either the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to enter into a contract with the Birmingham Children's Theatre subject to such minor changes as may be determined appropriate by the City Attorney, a copy of which contract is attached hereto as Exhibit A.

APPENDIX 12

EXHIBIT 13**RESOLUTION NO. 2014-132**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that either the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to enter into a contract with the Exceptional Foundation, subject to such minor changes as may be determined appropriate by the City Attorney, a copy of which contract is attached hereto as Exhibit A.

APPENDIX 13

EXHIBIT 14**RESOLUTION NO. 2014-133**

WHEREAS, the Birmingham Zoo ("Zoo") is a regional educational and entertainment attraction located adjacent to the municipal limits of the City of Mountain Brook ("City"); and

WHEREAS, the Zoo serves the Mountain Brook community and its citizens through educational and informational programs, offering educational and family entertainment options, and through its cooperation in the City's recent flood control efforts; and

WHEREAS, the City, as a community partner, supports the mission and purpose of the Zoo, and has provided financial commitments to the Zoo as a result of the Zoo's commitments and service to the City; and

WHEREAS, the City Council of the City of Mountain Brook wishes to extend those financial commitments to the Zoo for an additional year, all as set forth in the attached Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mountain Brook that the City's financial commitments to the Zoo shall be and hereby is extended for an additional year as set forth in the attached Agreement.

BE IT FURTHER RESOLVED that the commitments between the parties expressed in the Agreement are deemed to be fair and adequate and serve a public purpose, and the Mayor is hereby authorized to execute the Agreement on behalf of the City.

APPENDIX 14

EXHIBIT 15

RESOLUTION NO. 2014-135

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 one fire hydrant to service the Grand Bohemian Hotel, at the following location:

2655 Lane Park Road
2. That Robins & Morton will pay the Water Works and Sewer Board of the City of Birmingham, Alabama, the installation cost.
3. That the Water Works and Sewer Board of the City of Birmingham, Alabama, be authorized to charge additional rental charges for one fire hydrant to service the Grand Bohemian Hotel.
4. 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.

EXHIBIT 16

RESOLUTION NO. 2014-136

BE IT RESOLVED by the City Council of the City of Mountain Brook ("City"), Alabama, that the City Manager is hereby authorized to offer to eligible City employees continuing health insurance benefits under the following conditions:

1. Eligibility - All currently engaged employees of the City including the Library, and Parks & Recreation departments who:
 - (a) have at least twenty (20) years of employment service with the City and are eligible to draw retirement benefits from the Retirement Systems of Alabama (RSA), or
 - (b) have at least 10 years of employment service with the City, are at least age 60, and are eligible to draw retirement benefits from the RSA, and
 - (c) retire from service during the period of January , 2015 through August 1, 2015, provided that the eligible employee gives written notice at least 31 days prior to their retirement date.
2. Insurance Coverage - Each eligible employee electing to retire must be enrolled in the City's group health insurance plan at the time of their retirement effective date and must meet all eligibility requirements established by the State Employees' Insurance Board (SEIB) for such coverage during retirement. Coverage under the City's group medical insurance plan will continue for the lesser period of:
 - (a) thirteen (13) years from the retirement date,
 - (b) until the Retiree becomes eligible for Medicare benefits (whether by age or disability),

- (c) the date that the City no longer offers medical insurance to retirees, or
- (d) until the retiree is determined to be no longer eligible for coverage under the City's group medical insurance plan.

The terms of coverage (benefits, cost for coverage, etc.) will be subject to change as the insurance plan changes for active employees under the health plan. Retirees are subject to health appraisals, lifetime aggregate health payment caps/limitations, and all other provisions currently required of all active employees and health plan participants and any that may be imposed in the future for active employees.

3. Premium Cost - The amount of a Retiree's premium to be paid by the City of Mountain Brook for individual or family coverage (last established by Resolution No. 2014-110 dated September 8, 2014) is subject to change at the discretion of the City Council. The retiree's share of the premium is to be paid to the City in advance on or before the first day of each month. By retiring under the provisions of this resolution, the retiree understands that coverage under the City's group medical insurance plan is a privilege contingent upon timely payment to the City of the required premium. The City reserves the right to irrevocably cancel any retiree's medical insurance contract should payment not be received by the City as prescribed above.
4. Employees electing to retire under the provisions of this resolution (or Resolution No. 02-072) must execute the "City of Mountain Brook Medical Insurance Memorandum of Understanding and Participant Acknowledgement" attached hereto as Exhibit A.

APPENDIX 16

EXHIBIT 17

RESOLUTION NO. 2014-137

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the execution of a professional services contract between the City and Skipper Consulting, Inc., in the form as attached hereto as Exhibit A subject to such minor revisions determined appropriate by the City Attorney, with respect to their traffic study of South Brookwood Road in the vicinity of Brookwood Forest Elementary School.

APPENDIX 17

EXHIBIT 18

ORDINANCE NO. 1919

AN ORDINANCE TO AMEND THE PILGRIM PLACE DEVELOPMENT PLAN PREVIOUSLY APPROVED BY ORDINANCE 1747

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

1. **Development Standards.** The Master Development Plan and the materials submitted by the applicant, as required by Section 129-265 of the Mountain Brook City Code, as approved upon the adoption of Ordinance 1747 dated October 9, 2007 are hereby amended to include the changes as follows:
 - a. Widen the entry road (private road) from 40 feet to 60 feet in order to accommodate an entry gate and walls, and a turn-around area for automobiles;

- b. Adjust the lot lines for Lots 3 and 4 in order to widen the entry road “right-of-way;”
- c. Re-plat the drainage easement and landscape easement along the sides of Lots 3 and 4 in order to accommodate the change in right-of-way width and new lot lines for these two lots;
- d. Reorient the lot lines between Lots 1-3 in order to widen the visual appeal of the shared driveway for these three lots (keeping the same number of lots);
- e. Change angle of lot line between Lots 5 and 6;
- f. Change all side yards setbacks for Lots 1-15 from 12.5 feet to 10 feet;
- g. Change the name of the subdivision from “Pilgrim Place” to “Village Place;”
- h. Change the name of the private road to “Village Place.”

2. Description of Affected Property. The property that is the subject of the rezoning approved by this ordinance is described as follows:

Lots 1 – 15 Pilgrim Place as recorded in Map Volume 227, Page 66, in the office of the Judge of Probate, Jefferson County, Alabama.

Said Parcel contains 6.58 acres more or less.

3. 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.

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

5. Effective Date. This ordinance shall become effective immediately upon adoption and publication as provided by law.

APPENDIX 18

EXHIBIT 19

ORDINANCE NO. 1920

AMEND CHAPTER 121 (“THE SIGN ORDINANCE”) OF THE MOUNTAIN BROOK CITY CODE

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

SECTION 1. AMENDMENT. Chapter 121 (“The Sign Ordinance”) of the Mountain Brook City Code is hereby amended as follows:

“Chapter 121 - Signs

ARTICLE I. - IN GENERAL

ARTICLE II. - ADMINISTRATION

ARTICLE I. - IN GENERAL

Sec. 121-1. - Intent and purpose.

Sec. 121-2. - Compliance with chapter provisions.

Sec. 121-3. - Definitions.

Sec. 121-4. - Conflict.

Sec. 121-5. - Penalties.

Sec. 121-6. - Requirements applicable to all signs.

Sec. 121-7. - Prohibited and illegal signs.

Sec. 121-8. - Regulations for temporary signs.

Sec. 121-9. - Regulations for incidental signs.

Sec. 121-10. - Regulations for residential signs and general business signs.

Secs. 121-11—121-38. - Reserved.

Sec. 121-1. - Intent and purpose.

It is the purpose of this chapter to promote the public health, safety and welfare of the residents of the City of Mountain Brook and to avoid congestion on the public roads and streets so that signs do not become a hazard or a nuisance, and, therefore, to establish regulations for the control of all signs designed or intended to be seen by, or attract the attention of, the public, which may be erected, displayed, maintained, or altered in the city.

Further, it is the intent of this chapter:

- (1) To allow expression of commercial and noncommercial speech in a reasonable manner consistent with the rights of others;
- (2) To provide a pleasing overall environmental setting and good community appearance deemed vital to the continued economic attractiveness of the city;
- (3) To enhance a productive, enterprising, responsible community atmosphere through the use of effective visual communication;
- (4) To protect and enhance the value of properties, and, therefore, to have signs appropriate to the planned character and development of each area of the city; and
- (5) To protect and enhance the unique character of the traditional villages of Mountain Brook by carefully regulating the size, number, composition, and type of signs consistent with the architecture, building types, and pedestrian nature of the villages and to promote compatibility between properties located therein.

Sec. 121-2. - Compliance with chapter provisions.

No sign shall be erected, displayed, maintained, or altered in the city unless it is in compliance with this chapter.

- (1) *Permit required.* It shall be unlawful for any person to erect, display, materially alter, or relocate any sign unless such sign is in compliance with this chapter, a permit for such sign has been issued by the building inspections superintendent, and the permit fee required by this chapter has been paid, except for any sign for which a permit is not required under this chapter.
- (2) *Signs displaying commercial messages.* Signs requiring a sign permit and displaying commercial messages shall be permitted only as accessory to buildings or structures engaged in permitted institutional activities, or in permitted activities as evidenced by a valid business license issued by the city.
- (3) *Design review required.* It shall be unlawful for the building inspections superintendent to issue a sign permit until satisfactory completion of the design review process as required under this chapter.
- (4) *Maintenance.* The owner of any sign shall maintain same, together with all sign supports, braces, anchors, and messages, in good repair, in a safe manner, and in a permitted location, all in accordance with this chapter.
- (5) *Required signs.* The street address of each of the premises in the city shall be displayed in a legible manner in a location visible from the public right-of-way.

Sec. 121-3. - Definitions.

(a) *Interpretations.* With respect to words used in this chapter, words used or defined in one tense shall include other tenses and derivative forms. Words used in the singular number shall include the plural, and words used in the plural number shall include the singular.

(b) *Definitions.* The following definitions shall apply to the regulation and control of signs within this chapter:

Awning sign. Sign that is painted on, applied to, or otherwise is a part of a fabric or other nonstructural awning.

Authorized agent. An individual duly authorized by the owner of a development site to apply for a sign permit, approval of a master sign plan or other form of official action by the city with regard to any sign or signs on the property. An authorized agent, if not an attorney, shall have written authorization from all owners of the development site. Only an individual may be an authorized agent.

Banner. Sign made of cloth, canvas, plastic sheeting or any other flexible material, not rigidly attached to a building or the ground through a permanent support structure.

Building. A structure having a roof supported by columns or walls.

Bulletin board. Sign consisting of manually changeable copy boards or panels for the posting of notices.

City Code. The Code of the City of Mountain Brook, Alabama.

Commercial message. Any wording, logo, or other representation that, directly or indirectly, names, advertises, or calls attention to an institution, business, product, or service.

Construction Sign. A temporary sign displaying the names and contact information of those individuals or firms directly connected with the construction or development of a project.

Development site. One or more parcels of land unified under a single development plan, which constitutes the entire development shown on a site plan or subdivision plat, including all land needed for landscaping, drainage facilities, parking, internal access roads, driveways, or other physical design features needed to serve the proposed development.

Directional sign. Sign, other than an official sign, not displaying any commercial message, designed and erected solely for the purpose of traffic or pedestrian direction and placed on the property to which public may be directed.

Display area, aggregate. The total display area of all signs permitted on a lot, premises, or development site.

Display area, awning. The display area of the sign projected horizontally to a vertical plane.

Display area, generally. The area that can be enclosed or measured by the smallest rectangle that will encompass the entire sign face; excluding frame, posts, uprights, braces or other structural members that support it.

Display area, multiple-face sign. Where a sign has multiple faces and only one face may be viewed from a single location on a public right-of-way, the largest of these faces shall be considered its display area. Where a sign has two or more faces that may be viewed from a single location, the display area of all such faces shall be the total area of all such faces.

Door sign. Sign attached to, painted on, or etched into a door. A sign in a window that is part of a door is a door sign rather than a window sign.

Facade. The front, side or rear wall of a building below the eaves or top of parapet wall.

Facade sign. Sign attached to, or painted directly upon, a facade.

General business sign. Sign containing a commercial message related directly to the premises and its owner, occupant, manager, business, institution, or building; the address; the type of business, profession, services, or activity conducted on the premises; and descriptive information about the products and services offered thereon.

Ground sign. Sign supported by uprights, posts, or bases affixed in or upon the ground and not attached to any part of a building.

Hazard sign. Sign warning of construction, excavation, or similar hazards, and of such size and placement that is in accord with the provisions of the Manual on Uniform Traffic Control Devices for Streets and Highways, 1988 edition; published by the U.S. Department of Transportation, Federal Highway Administration.

Identification marker. Sign marking an entrance to, and including the name and/or address of, a residential subdivision, shopping center, office park or institutional use, and containing no other content.

Incidental sign. Sign, other than an official sign, providing information or direction for the convenience and necessity of the public.

Internal sign. Sign not intended to be viewed from, and placed so as not be visible from, a public right-of-way.

Internally Illuminated Sign. Any sign where light shines through a transparent or semi-transparent sign face to illuminate the sign's message.

Nameplate. A nonilluminated sign identifying only the name, occupation, or profession of the occupant of the premises upon which the sign is located.

Noncommercial message. Any wording or other display other than a commercial message.

Official sign. Any official federal, state, or local government traffic, directional, or informational sign placed by a duly authorized public official, or notice issued by any court, person, or officer in performance of a public duty; an official historical marker; any sign erected by a federal, state, or local government agency for identification purposes at any office, institutional, recreational, or other publicly owned or leased site.

Premises. Land and building or part of a building having a separate street address.

Product sign. Sign that is an integral part of a licensed or otherwise authorized vending machine, gasoline pump, or similar apparatus that directs attention only to products or services dispensed therefrom.

Projecting sign. Sign placed above the ground, permanently affixed at more or less a right angle to the exterior facade of the building to which it is attached.

Residential sign. Sign of, for or pertaining to a residence.

Roof sign. Sign mounted on a roof, above the eaves or above the top of a parapet wall of a building, but not extending above the highest point of its supporting roof or of another architectural element that serves to block a rear view of the sign.

Sandwich board. Sign, having two faces angled toward one another vertically and attached to one another at the top to form a structural "A" frame, placed upon the ground and not otherwise supported by uprights, posts, or bases.

Shopping center. A group of commercial establishments on one or more contiguous parcels of land having shared access and/or offstreet customer parking.

Sign. A lettered, numbered, symbolic, pictorial, or illuminated visual display that is designed to identify, announce, direct, or inform.

Sign face. The area of the smallest rectangle within which all letters, logos, symbols, or other elements displayed on the sign can be enclosed.

Sign height. The vertical distance measured from the lowest finished grade elevation directly beneath the center of the sign to the highest elevation of the sign.

Structure. Anything built or constructed that requires a permanent location.

Suspended sign. Sign attached to, and supported by, the underside of a structure.

Temporary sign. Commercial message sign, other than a sandwich board, not permanently and rigidly affixed to the ground or to a building.

Traditional Villages. Mountain Brook Village, English Village and Crestline Village.

Utility sign. Sign showing the location of a public telephone, or sign placed by a regulated public utility to indicate location of its facilities, and including no commercial message.

Umbrella sign. Sign that is painted on, applied to, or otherwise is a part the fabric of an umbrella.

Village. Any or all of the Villages of Mountain Brook as they are defined in section [129-416(a)] of this Code.

Village design review committee. The design review committee established under section 129-417 of this Code.

Window sign. Sign painted or etched onto the inside or outside of a window, or sign attached to the inside or outside of, or displayed in front of or within four feet (4') behind, a window in such a manner that it can be viewed from the exterior of the building.

Sec. 121-4. - Conflict.

Whenever this chapter may require or impose more restrictive standards than are required in or under any statute or other ordinance, the provisions of this chapter shall govern. Whenever the provisions of any statute or other ordinance require more restrictive standards than are required by this chapter, provisions

of such statute or ordinance shall govern. This chapter shall not lower the restrictions imposed by plats, deeds, or private contracts, if they are more restrictive than the provisions of this chapter.

Sec. 121-5. - Penalties.

Each and every violation of the provisions of this chapter shall be punishable by a fine not exceeding \$500.00, at the discretion of the court trying the case. Each and every day the violation continues shall be construed as a separate offense.

Sec. 121-6. - Requirements applicable to all signs.

- (a) *Building code.* All signs must comply with the building code, and all other applicable codes and ordinances of the city, as such codes and ordinances are in effect from time to time.
- (b) *Electrical code.* Any sign that may require electrical wiring or connections shall comply with the electrical code, and all other applicable codes and ordinances of the city, as such codes and ordinances are in effect from time to time, and shall be submitted to the electrical inspector for an appropriate permit. The electrical inspector shall examine the plans and specification respecting all wiring and connections to determine if such wiring, etc. complies with the electrical code, and shall issue such permit only if the plans and specifications for such sign comply with such codes and ordinances or shall disapprove the application if they do not comply with such codes and ordinances. Such action of the electrical inspector shall be taken prior to submission of the application to the building inspections superintendent for a sign permit. All electrical devices used in signs must be inspected by Underwriters Laboratories (i.e., "UL Listed").
- (c) *Height.* No sign shall exceed the height limit for buildings established in chapter 129 of this Code for the district in which it is located.
- (d) *Obstruction to passage.* No sign shall be erected, displayed, or maintained so as to obstruct or interfere with any fire escape, any required exit way, window, door opening or any other means of egress, or of any opening required for ventilation required by the building code and all other provisions of this Code.
- (e) *Signs in public rights-of-way.* No sign, other than an official sign, shall be placed in a public right-of-way, or shall project into a public right-of-way, or shall be attached to private property placed in a public right-of-way, except as expressly provided in this chapter. Any sign so placed or located except in conformance with this chapter shall be forfeited to the public and subject to confiscation and destruction. In addition to other remedies, the city shall have the right to recover from the owner of such sign or the person placing such sign the full costs of removal and disposal of such sign.
- (f) *Illumination, lighting, and glare.* Signs may be illuminated (unless expressly prohibited in the district in which the sign is located **or by Section 121-7 of the sign ordinance**) through the use of direct or indirect illumination, backlighting, internal illumination, or tube illumination. Any device that illuminates a sign shall be placed and shielded so that the direct light therefrom, or from the sign itself, shall not cause direct glare into the windows of any adjacent property or be cast into the eyes of any passing motorist.
- (g) *Substitution of Noncommercial Message.* **Any sign permitted by this Chapter may contain, in lieu of any other message or copy, any lawful noncommercial message that does not direct attention to a business operated for profit, or to a product, commodity or service for sale or lease, or to any other commercial interest or activity, provided that said sign complies with the size, height, area, and other requirements of this Chapter.**

Sec. 121-7. - Prohibited and illegal signs.

In addition to any sign not specifically permitted by these regulations, the following are specifically prohibited in the city:

- (1) Any sign visible from a public right-of-way that simulates or imitates in color, lettering, content, or design any traffic sign or signal, or that makes use of words, symbols, or characters in a manner which is likely to interfere with, mislead, or confuse pedestrians or motorists, or otherwise presents or implies the need or requirement of stopping, caution, the existence of danger, or which for any reason could be confused with any sign displayed or authorized by public authority.
- (2) Any sign or device designed to attract attention of the public, through motion of any kind, including those which may be set in motion by wind.

- (3) Any sign containing or consisting of any animated, blinking, flashing, intermittent, traveling or fluctuating lights, **light emitting diodes (LED)**, liquid crystal display (LCD), plasma, video, or similar displays, including arrangements that spell messages, simulate motion or form various symbols or images or other illuminating devices that have a changing light intensity, brightness, or color. **(Devices displaying video of photographs or intermittently displaying photographs are excluded from this provision for businesses whose primary commodity is photographic images; such is to be considered window display of merchandise but may only be displayed in accordance with Sec. 121-7(1) above).**
- (4) Any sign at any street intersection that would obstruct free and clear vision of motorists, or that would obstruct or interfere with a motorist's view of any authorized traffic signal or sign.
- (5) Any sign painted on, or attached to, a utility pole, **column, bench, sidewalk**, or similar structure, or painted on or attached to a tree, rock or other natural feature.
- (6) Any sign erected, painted, enlarged, or structurally altered in violation of any provision of this chapter.
- (7) Any sign determined by the building inspections superintendent to be dangerous because it is not securely affixed to the ground, or otherwise affixed in a safe, secure, and permanent manner to a building or other approved supporting structure.
- (8) Any sign that has deteriorated or been damaged to such extent that the cost of reconstruction or restoration is deemed by the building inspections superintendent to be in excess of 50 percent of its depreciated value, exclusive of foundations.
- (9) Any sign identifying a business or other use not occupying the premises upon which it is displayed.
- (10) Any sign whose content is determined to be obscene, incites violence or is otherwise without protection of the First Amendment of the United States Constitution.
- (11) Any internally illuminated sign in the three traditional villages.**
- (12) Neon signs (including but not limited to "open/closed" signs) on either the interior or exterior surface of a building or window; provided, however, that neon signs or signs incorporating neon may be permitted when such signs are custom designed for the particular location upon which they will be displayed, they enhance the architectural interest or merit of such location, and they relate to and compliment the village context in the area where located.**
- (13) Cabinet, can or box signs with panel signs or translucent acrylic faces; such cabinet, can or box signs may be permitted with metal or completely opaque material backgrounds in conjunction with letter forms or logo type which is stencil cut through the surface and filled with backup and push-through non-transparent acrylic forms with an interior diffuser or which have backgrounds routed out with the interior acrylic forms.**
- (14) Paper flyers, posters or hand-made signs in storefront windows/doors, except as may be permitted under the temporary sign provisions of this Chapter.**
- (15) Sandwich boards, except as allowed by Section 121-8 (5).**
- (16) Portable signs mounted on wheels.**
- (17) Any sign that blocks the public view of any public sculpture, or any City monuments or City signage.**
- (18) Roof signs.**

Sec. 121-8. - Regulations for temporary signs.

It shall be unlawful to erect, display or permit the display of, or maintain any temporary sign unless such sign is expressly permitted by this chapter, subject to all of the limitations and provisions stated herein. Should a temporary sign exceed the permitted display area, it shall be considered a general business sign and shall be subject to every requirement of this chapter governing such signs. Permitted temporary signs are limited to the following types and conditions:

- (1) **Banner for new business.** Each new business may have one temporary banner, placed as a facade sign or a window sign in accord with all other applicable requirements of this chapter, for a period of not more than 45 days, or until a permanent sign is installed, whichever time period is shorter.
- (2) **Special event banner or sign.** For purposes of this subsection, a "special event banner" or "special event sign" is a banner or sign primarily and principally announcing or promoting special

events pertaining to the premises or civic, public or community events or interests, and may not contain commercial advertisement or corporate logos that are not the subject of the special event.

- a. Established businesses and institutions may be permitted to display special event banners or special event signs as follows:
 - i. During the holiday period between Thanksgiving Day and New Years Day ("Holiday Season"),
 - ii. In addition to the Holiday Season, up to twenty-one (21) days per calendar year.

Time extensions may be approved by the city council upon a showing of compelling hardship or exceptional circumstances. The city council may also designate city-wide or village-wide special events during which special event banners or special event signs may be displayed without utilizing the allotment set forth above. In such case, such banners or signs are to be removed on or before the last day of the designated city-wide or village-wide special event.

- b. The maximum display area allowed for any one special event banner or sign shall be no greater than twenty (20) square feet in the three traditional villages, and outside the three traditional villages, shall be limited to the maximum display area permitted for a general business sign at the permitted premises. No more than one such banner or sign shall be displayed at any one time along or facing each street frontage abutting the premises for which the permit is issued.
 - c. Banners shall be adequately secured at all corners to the facade of a building (but not to the roof), or to poles firmly affixed into the ground in the case of freestanding premises set back from the front property line. Banners shall not be internally illuminated or backlit. For safety reasons, banners shall not be located in the public right-of-way, nor may they be allowed to cause an unreasonable annoyance or inconvenience to users of neighboring premises.
 - d. A special event banner or special event sign permit must be obtained from the City Planner prior to the installation of any special event banner or special event sign. A permit may be obtained by submitting an application containing the following information:
 - 1. Text and other information to be displayed on banner or sign.
 - 2. Dimensions of banner or sign.
 - 3. Name of establishment or institution, and address of premises where banner or sign is to be displayed.
 - 4. Name, address, phone number of the responsible party applying for the permit.
 - 5. Dates banner or sign will be erected and removed.
 - 6. Description of location where banner or sign will be displayed.
 - e. Special events banners or signs permitted hereunder may be placed in windows, but the collective display area of such signs or banners and other window signs permitted by this Chapter shall not exceed twenty per cent (20%) of the window area.
- (3) *Hazard sign.* A hazard sign shall be permitted as a temporary sign. Each such sign shall be removed immediately when the hazard no longer exists.
- (4) *Real Estate Sign.* Temporary signs informing that a property is for sale or lease may be posted on the property that is for sale, rent or lease, provided, however, that only one (1) sign per street fronting the property, not including alleys, shall be permitted, and the display area of each such sign shall not exceed six (6) square feet in residential districts, or twenty-four (24) feet in all other districts.
- (5) *Sandwich board.* Each business, located within the City, having a direct storefront entrance on the ground floor, and that faces and is adjacent to the back of a sidewalk may display, during the operating hours of such business, a maximum of one sandwich board, which shall be of sturdy construction and of a size no greater than 24 inches in overall width or 36 inches in overall height, placed upon that sidewalk within the frontage of the business in such a manner that it shall not:

- a. Reduce any sidewalk width, as measured perpendicular to the curb, to less than five feet to allow for continuous unobstructed pedestrian traffic; nor
 - b. Be placed in a location that will obstruct the view of a motorist or a pedestrian leaving or passing the business or shopping center.
- (6) *Construction Sign.* Construction signs shall be permitted on property that is under development or construction and for which a building permit has been issued and is in good standing. The display area of all such signs in the aggregate shall not exceed six (6) square feet in residential districts or twenty-four (24) square feet in all other districts. Each such sign shall be removed within thirty (30) days of issuance of a certificate of occupancy or expiration of the building permit, whichever occurs first.

Sec. 121-9. - Regulations for incidental signs.

It shall be unlawful to erect, display or permit the display of, or maintain any incidental sign unless such sign is expressly permitted by this chapter, subject to all of the limitations and provisions stated herein. Should an incidental sign exceed the permitted display area, it shall be considered a general business sign and shall be subject to every requirement of this chapter governing such signs. Permitted incidental signs are limited to the following types and conditions:

- (1) *Directional sign.* Display area not to exceed two square feet each, aggregate display area per development site not to exceed 40 square feet, except in the villages, where aggregate display area not to exceed 20 square feet,
- (2) *Internal sign.*
- (3) *Nameplate.* Display area not to exceed two square feet per business.
- (4) *Product sign.*
- (5) *Identification marker.* A single ground sign, display area not to exceed 48 square feet and subject to all other applicable requirements of this chapter regarding ground signs, may be permitted at each entrance from a public street to a shopping center, office park, **apartment or townhome development**, or subdivision of at least ten lots, only if authorized by the **Village Design Review Committee. and only as indicated on the approved subdivision plat or site plan.**
- (6) *Utility sign.*
- (7) *Leased By/Managed By sign.* A single façade sign for commercial or office building; display area not to exceed 2 square feet, limited to a bronze or brushed aluminum finish (no color), and to only the name and contact information of the leasing company.
- ~~(7) *Sandwich board.* Each business, located within a local business district, having a direct storefront entrance on the ground floor, and that:

 - a. ~~Faces and is adjacent to the back of a public sidewalk; or~~
 - b. ~~Faces and is separated from the primary parking area of a shopping center by an adjacent sidewalk; may display, during the opening hours of the primary business to which it is an accessory use, a maximum of one sandwich board, which shall be of sturdy, A frame construction and of a size no greater than 24 inches in overall width or 36 inches in overall height, placed upon that sidewalk within the frontage of the business in such a manner that it shall not:

 - 1. ~~Reduce any sidewalk width, as measured perpendicular to the curb, to less than five feet to allow for continuous unobstructed pedestrian traffic; nor~~
 - 2. ~~Be placed in a location that will obstruct the view of a motorist or a pedestrian leaving or passing the business or shopping center.~~~~~~

Sec. 121-10. - Regulations for residential signs and general business signs.

It shall be unlawful to erect, display or permit the display of, or maintain any residential sign larger than six square feet in area, unless such sign is expressly permitted by this chapter, pertains directly to the premises upon which it is displayed or conveys noncommercial message of the owner or occupant, subject to all of the limitations and provisions stated herein, and of aggregate display area not to exceed 18 square feet per premises.

It shall be unlawful to erect, display or permit the display of, or maintain any general business sign unless such sign is expressly permitted by this chapter, subject to all of the limitations and provisions stated herein.

(1) *Aggregate display area.* Aggregate display area permitted varies by type of building or lot, by district, and building type, but shall not be less than 24 square feet per premises other than residential premises. Wherever more than one of the following may pertain to any particular situation, the more or most restrictive shall apply:

- a. Attached premises in the villages, not including those in shopping centers: one square foot of aggregate display area for each linear foot of the portion of the facade which includes or contains the primary public entrance to the premises, not to exceed 60 square feet.
- b. Attached premises in shopping centers in the villages: one square foot of aggregate display area for each linear foot of the facade which includes the primary public entrance to the premises, not to exceed 80 square feet.
- c. Freestanding buildings in the villages, not including those in shopping centers: one square foot of aggregate display area for each linear foot of the portion of the facade which includes or contains the primary public entrance to the premises, not to exceed 80 square feet.
- d. Freestanding buildings in shopping centers in the villages: one square foot of aggregate display area for each linear foot of the portion of the facade which includes or contains the primary public entrance to the premises, not to exceed 100 square feet.
- e. Community shopping district: two square feet of aggregate display area for each linear foot of the primary facade that faces a street, not to exceed 120 square feet.
- f. Office park district: for each building, one square foot of aggregate display area for each linear foot of the front facade of the building, not to exceed 120 square feet.
- g. Institutions, such as schools, churches or other religious or charitable uses, or public agencies in any district: one square foot of aggregate display area for each linear foot of the primary facade of the main building which faces the street, not to exceed 60 square feet.

(2) *Conditions.* The permitted aggregate display area of general business signs may, subject to approval of the village design review committee and, as applicable, the master sign plan, be distributed among one or more permitted sign types, with the exception that each premise may, in the aggregate, employ the use of no more than one of the following general business sign types as otherwise permitted: ground sign, projecting sign, roof sign, or suspended sign. All general business signs, existing and/or proposed, shall be counted toward the permitted aggregate display area.

Permitted general business signs are limited to the following types and conditions:

- a. *Awning sign.* Shall be flat against the surface of the awning, which shall extend no closer than two feet horizontal from the curb line of any public street or seven feet vertical from the finished surface directly below. No awning shall be backlighted.
- b. *Bulletin board.* Not to exceed one per premises, display area not to exceed 24 square feet and height not to exceed six feet.
- c. *Directory sign.* Not to exceed one per building, fashioned as a ground sign, suspended sign, facade sign, or window sign, subject to all conditions for such sign types and of a master sign plan.
- d. *Door sign.* Aggregate display area per door not to exceed ten percent of the door area.
- e. *Facade sign, generally.* Not to exceed one per facade per premises, to identify ground floor uses, tenants, and activities only. Shall not extend more than six inches beyond the surface of that portion of the facade to which it is attached, except in the CS zoning district, where such sign shall not extend more than 11 inches beyond the surface of that portion of the facade to which it is attached. On the front of the building, a facade sign may be placed only on the public entry portion of the facade above the primary public entrance to the premises. On the side of the building, the display area of a facade sign shall not exceed five percent of the area of that facade. On the rear of the building, the display area of a facade sign shall not exceed 12 square feet. Vertical dimensions of facade signs placed in the space between windows of a multi-story building shall not exceed two-thirds of the distance between the top of the ground floor window and the sill of the second floor window.
- f. *Facade sign, within the villages.* In addition to general conditions for facade signs: on any one-story commercial building that fronts directly on the street and is part of a series of attached buildings of similar height, proportions, and display-window-area, a front facade sign shall be placed only within the traditional sign band or similar area located above the door and

window(s), and shall consist of letters, logos, symbols, and other elements not to exceed 16 inches in **letter height**.

- g. *Ground sign, generally.* Not to exceed one per building, subject to special approval of the village design review committee, after making at least one of the following findings:
1. A ground sign is the most reasonable means of identification for one or more occupants;
 2. The building or group of buildings is set back from the public street to such extent that a facade sign would not be appropriate; or
 3. The architectural style of the building or buildings would not be appropriate for other sign types. Shall not be placed in a location that will obstruct the view of a motorist or a pedestrian leaving or passing the building.
- h. *Ground sign, outside the villages.* In addition to general conditions for ground signs: display area of sign shall not exceed 48 square feet, height of sign shall not exceed ten feet, set back of sign from all property lines shall be at least ten feet.
- i. *Ground sign, within the villages.* In addition to general conditions for ground signs: display area of sign shall not exceed 15 square feet; height of sign shall not exceed six feet; set back of sign from all property lines, curb face, or public sidewalk, whichever is more restrictive, shall be a distance of least three feet. ~~The sign shall not be internally illuminated.~~
- j. *Projecting sign.* May only be permitted in the villages, not to exceed one per establishment. Because a projecting sign is so nearly a part of the building to which it is attached, the village design review committee shall assure that: projecting signs are appropriately fit to, and are not incompatible with the architecture of, buildings to which they are to be attached; a projecting sign shall not extend beyond the surface of that portion of the facade to which it is attached more than three feet horizontally; a projecting sign shall not extend vertically beyond the window sill of the second story of a multi-story building to which it is attached, nor more than three feet above the facade of a one-story building to which it is attached; a projecting sign shall not be placed closer than two feet horizontal from the curb line of any street or seven feet vertical clearance from the finished surface directly below.
- k. *Suspended sign.* May only be permitted in the villages, not to exceed one per establishment; placed not closer than two feet horizontal from the curb line of any street, nor closer than eight feet vertical clearance from the finished surface directly below.
- l. *Window sign.* Aggregate display area per window not to exceed 20 percent of the window area.
- m. *Umbrella sign.* Umbrella signs that display the uses, tenants, and products sold on the premises are permitted hereunder.

Secs. 121-11—121-38. - Reserved.

ARTICLE II. - ADMINISTRATION

DIVISION 1. - GENERALLY

DIVISION 2. - SIGN PERMIT

DIVISION 3. - MASTER SIGN PLAN

DIVISION 4. - NONCONFORMING CONDITIONS

DIVISION 1. - GENERALLY

Sec. 121-39. - Enforcement.

Sec. 121-40. - Variance.

Sec. 121-41. - Appeals.

Sec. 121-42. - Inspection.

Sec. 121-43. - Removal of unsafe signs.

Sec. 121-44. - Removal of prohibited signs.

Secs. 121-45—121-61. - Reserved.

Sec. 121-39. - Enforcement.

If a violation of any provision of this chapter specified in a written notice from the building inspections superintendent to the owner of the property upon which the sign is located is not remedied by the time specified in the notice, the building inspections superintendent shall use all available means to remedy the situation and may direct the city attorney to bring a civil action to remedy the violation. Any reasonable expenses incident to such removal shall be paid by the owner of the property to which such sign is located.

Sec. 121-40. - Variance.

The village design review committee may authorize, on application in specific cases, a variance from the provisions of this chapter such as will not be contrary to the public interest, where owing to special conditions applying to the premises in question and not applicable generally to other buildings or structures, a literal enforcement of such provisions will result in unnecessary hardship, but where the spirit of the chapter shall be observed and substantial justice done. Such special conditions shall be limited to those which the village design review committee finds that the granting of the application for a variance is necessary, that it does not merely serve as a convenience to the applicant, and that the condition from which relief is sought would:

- (1) Result in peculiar, extraordinary and practical difficulties to the property upon which the sign would be erected or displayed; or
- (2) As applied to a sign existing as of the effective date of this chapter, serve to decrease the aesthetic value or condition of the villages as set forth in the design review guidelines as authorized under section 129-417(c) of this Code.

Sec. 121-41. - Appeals.

Any decision of the planning commission, village design review committee, building inspections superintendent, or zoning officer authorized by this chapter may be appealed to the city council. Appeals shall be filed in writing with the zoning officer within 15 business days of the decision. Appeals shall be considered at the next city council meeting, provided the applicant has furnished the city council with all information and materials needed by the city council to consider the appeal at least seven days in advance of such meeting.

Sec. 121-42. - Inspection.

The building inspections superintendent shall be responsible for inspection of all signs to determine compliance with the provisions of this chapter.

Sec. 121-43. - Removal of unsafe signs.

The building inspections superintendent shall require any sign that is an immediate danger to persons or property to be removed by the owner of the property upon which the sign is located within 48 hours of written notice to such owner. The building inspections superintendent shall require any sign that is not in immediate danger to persons or property, but otherwise impinges upon the public health, safety, or general welfare, or is, in the opinion of the building inspections superintendent, structurally unsound or unsafe in any way, to be removed, repaired, replaced, or secured, in compliance with the provisions of this chapter, by the owner of the property upon which the sign is located, within 30 days of written notice to such owner.

Sec. 121-44. - Removal of prohibited signs.

The building inspections superintendent shall require any sign for which no permit has been issued, or that is specifically prohibited by this chapter, to be removed by the owner of the property upon which the sign is located, within 30 days of written notice to such owner. If the sign is not removed within said 30-day period, the city may, but shall not be required to, have such sign removed and such owner must reimburse the city for the cost of such removal within ten days of the removal of such sign.

Secs. 121-45—121-61. - Reserved.**DIVISION 2. - SIGN PERMIT**

Sec. 121-62. - Responsibility.

Sec. 121-63. - Signs exempt from sign permit.

Sec. 121-64. - Application procedure.

Sec. 121-65. - Initial staff review.

Sec. 121-66. - Design review—Generally.

Sec. 121-67. - Same—Time limitation.

Sec. 121-68. - Fees.

Sec. 121-69. - Time limitation, sign permit.

Sec. 121-70. - Revocation.

Secs. 121-71—121-98. - Reserved.

Sec. 121-62. - Responsibility.

The zoning officer shall be responsible for receiving applications and fees for sign permits, for conducting initial staff review of such applications for completeness, for advising applicants that they are encouraged to appear before the village design review committee on behalf of their applications, for forwarding such applications to the village design review committee for review and for issuing sign permits when all required procedures and approvals are satisfactorily completed and fees paid.

Sec. 121-63. - Signs exempt from sign permit.

Required signs, official signs, residential signs, permitted temporary signs, and permitted incidental signs shall not require a sign permit under this Article or the payment of sign permit fees but shall meet all other provisions of this chapter, and all other provisions of the City Code.

Sec. 121-64. - Application procedure.

Application for a sign permit shall be made upon the form provided by the zoning officer and shall contain, or have attached thereto, the following information:

- (1) Name, address, and telephone number of applicant;
- (2) Name, address, telephone number and proof of business license of person or company who shall erect the sign;
- (3) Address of building, or property upon which sign is proposed to be erected;
- (4) Written consent, of the owner of the property on which the sign is to be located, for erection or placement of sign;
- (5) Copy of the approved master sign plan, if applicable;
- (6) Photographs of adjacent buildings and/or sites clearly showing the character of the surrounding area and of nearby signs;
- (7) Photographs of the building or site on which the sign is proposed to be placed;
- (8) Scaled, dimensioned drawing of the proposed sign;
- (9) Scaled drawing of building facade, showing the actual size and location of the proposed sign in proportion to and in relation to the existing building or the building to be constructed;
- (10) Information regarding method of construction and placement of sign;
- (11) Description or samples of sign materials and colors;
- (12) Other information the zoning officer may require to demonstrate full compliance with all applicable provisions of this Code.

Sec. 121-65. - Initial staff review.

The zoning officer shall review all sign permit applications for compliance with this chapter, and shall forward all complete sign applications to the village design review committee for consideration.

Sec. 121-66. - Design review—Generally.

The village design review committee shall review all sign applications as to compliance with the provisions of this chapter and for compatibility with its design guidelines and the theme and overall character to be achieved in the area. Because signs are so nearly a part of the buildings to which they are attached or pertain, the village design review committee shall assure, through the review process, that signs are appropriately fit to, and are not incompatible with the architecture of, their host premises. The

village design review committee shall report its approval or denial of the application to the building inspection superintendent, who shall not issue a sign permit without approval of the application by the village design review committee.

Sec. 121-67. - Same—Time limitation.

If within 45 days (or such longer period of time as may be agreed upon by the applicant and the village design review committee) of the applicant's submittal to the zoning officer of a complete application for a sign permit, including all required information and materials, the report of the village design review committee is not submitted to the building inspection superintendent, the application shall be considered approved by the village design review committee as submitted, and the building inspection superintendent shall issue a sign permit if all other requirements of this chapter have been satisfied and the appropriate fee paid.

Sec. 121-68. - Fees.

Each sign permit application shall be accompanied by a check made payable to the city or cash in an appropriate amount, as established by resolution of the city council. This fee shall defray the cost of processing sign permit applications, and shall be charged in addition to any building permit fee, electrical permit fee, or any other fee associated with the approval of a proposed or existing development. Incidental and temporary signs shall not require a sign permit or payment of a sign permit fee.

Sec. 121-69. - Time limitation, sign permit.

If the work authorized under a sign permit has not been completed within six months following the date of issuance, such permit shall become null and void and any partial construction removed by the permittee.

Sec. 121-70. - Revocation.

The building inspections superintendent is authorized and empowered to revoke any sign permit upon failure of the permit holder to comply with any provision of this chapter.

Secs. 121-71—121-98. - Reserved.

DIVISION 3. - MASTER SIGN PLAN

Sec. 121-99. - Required.

Sec. 121-100. - Application.

Sec. 121-101. - Review and approval.

Sec. 121-102. - Content.

Sec. 121-103. - Amendment.

Secs. 121-104—121-134. - Reserved.

Sec. 121-99. - Required.

A development site containing an existing or proposed office park, shopping center, building, or group of buildings that contains multiple businesses, institutions, or other arrangement of multiple nonresidential uses shall have a master sign plan **which, if not approved as part of a master development plan by the City Council or Planning Commission as part of the zoning or rezoning of the site, shall be** subject to approval by the ~~planning commission~~ **village design review committee**, prior to application for any sign within its boundaries. All sign permit applications pertaining to such development sites shall be reviewed in light of such approved plans. Sign permit applications reviewed under authority of a master sign plan shall be subject to the following:

- (1) All general business signs existing prior to submission of the master sign plan, whether or not such signs conform to the provisions of this chapter, shall be counted toward the permitted aggregate display area of general business signs.
- (2) The master sign plan shall apply to all businesses within a related project, even if the properties have been subdivided.
- (3) **The master sign plan may be more restrictive with respect to sign size and placement, than set forth in Article I of this chapter.**

Sec. 121-100. - Application.

Application for approval of a master sign plan shall be made only by the owner of the development site or an authorized agent. The zoning officer shall receive proposals for master sign plans, conduct preliminary reviews of such plans, and forward such proposed plans to the village design review committee for review.

Sec. 121-101. - Review and approval.

The village design review committee shall review proposed master sign plans in accord with its design guidelines and, if acceptable, approve such plans and maintain copies thereof.

Sec. 121-102. - Content.

A master sign plan shall consist of a site plan of the development site, and building elevations, at a scale of no less than one-eighth inch equals one foot zero inches, showing:

- (1) The location of buildings, parking lots, driveways, and streets, and building elevations.
- (2) Sign bands and other sign locations on buildings, as applicable.
- (3) Dimensioned locations and sizes of all general business signs and incidental signs, existing and proposed, by type of sign.

Sec. 121-103. - Amendment.

Application for amendment to a master sign plan shall be made only by the owner of the development site or an authorized agent, and shall include written evidence of approval of the amendment from all affected tenants. Signs subsequently made nonconforming because of an amendment to a master sign plan shall be brought into compliance with the amended plan within 180 days following approval of the amended plan.

Secs. 121-104—121-134. - Reserved.**DIVISION 4. - NONCONFORMING CONDITIONS**Sec. 121-135. - Conditions.Sec. 121-136. - Alteration.Sec. 121-137. - Compliance.**Sec. 121-135. - Conditions.**

Any sign that is not specifically permitted, or that does not comply with all provisions of this chapter, yet which lawfully existed and was maintained as such as of the effective date of this chapter shall be considered a nonconforming sign.

Sec. 121-136. - Alteration.

A nonconforming sign shall not, after the effective date of this chapter, be enlarged, structurally altered, or extended unless such sign shall be made to comply with all the provisions of this chapter. A nonconforming sign may not be replaced by another nonconforming sign. Minor repairs and maintenance of nonconforming signs, such as repainting and electrical repairs, shall be permitted. However, no changes in the location, size, or shape of any nonconforming sign shall be permitted except to make the sign comply with all provisions of this chapter.

Sec. 121-137. - Compliance.

The building inspections superintendent shall require all nonconforming signs to be removed or made to conform with all provisions of this chapter, by the owner of the property upon which the sign is located, in accord with the following schedule:

- (1) Within 30 days of written notice to the owner of the property upon which the sign is located, should any of the following events or conditions occur:
 - a. The use of the premises on which the nonconforming sign is located changes.
 - b. The exterior of the building or other site conditions on the property upon which the nonconforming sign is located are to be altered to the extent that a building permit is required.

- c. A nonconforming sign is damaged by any cause, resulting in replacement or repair cost equal to at least one-half of its depreciated value, exclusive of foundations, at the time of damage.
- (2) Within the periods specified below, excepting for conditions or events as specified above, when the depreciated value of the nonconforming sign, as of the effective date of this chapter, is:
 - Less than \$500.00 One year
 - \$500.00—\$999.00..... Two years
 - \$1,000.00—\$2,999.00..... Three years
 - \$3,000.00—\$5,999.00..... Four years
 - \$6,000.00 or more Five years

To establish the value of signs for purposes of this chapter, the owner of a sign shall, upon written request from the building inspections superintendent, furnish acceptable proof of the initial cost and depreciated value of the sign by means of one of the following:

- a. Original bill of sale;
- b. Depreciation schedule from state or federal income tax returns; (c) appraisal by a sign manufacturer.
- c. Appraisal by a sign manufacturer.”

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. The effective date of this ordinance shall be October 7, 2014.

Mem o

Date: September 11, 2014

To: Mayor Oden
City Council
City Manager
City Clerk

From: Carole Epstein, Executive Assistant

RE: BOARD OF ZONING ADJUSTMENT: SUPERNUMERARY POSITION

The Board of Zoning Adjustment submits the name of Rhett Loveman for your consideration to fill the vacant position of Supernumerary. Mr. Loveman's resume is attached.

There were two applicants who applied for the position. After deliberation it was the consensus of the Board members that Mr. Loveman would be bring the knowledge and experience needed to serve on the Board.

We respectfully ask that you approve Mr. Loveman's appointment.

[This page is blank intentionally]

Rhett Loveman, CCIM

3844 Glenwood Drive • Mountain Brook, Alabama 35213 • 205-215-5940 • rhettloveman@hotmail.com

WORK EXPERIENCE

U.S. Steel Real Estate, Birmingham, AL

Project Manager, 10/2013 - present

- Oversee all aspects of development and planning for current and future phases of US Steel Real Estate holdings by coordinating with engineers, land planners, zoning boards, architects, builders, land development contractors, marketing professionals and sales associates to ensure US Steel's goals and objectives are implemented to obtain the highest possible return for company assets;
- Negotiate joint venture agreements and land/sale contracts for managed holdings;
- Perform project management duties for Birmingham neighborhood associations including Tree Crossing, Hillsboro, Rosser Farms, and Grand River;
- Serve on the Board of Directors and Architectural Review Committee for homeowners' associations to review house plans, plot plans, setback variance requests, landscape request, and home remodeling projects for approximately 1,500 homes;
- Prepare financial analysis for projects review and approval; and
- Implement processes and controls to ensure US Steel are in compliance with municipal zoning ordinances, the Alabama Department of Environmental Management's (ADEM) rules and regulations as well as other federal and state regulations.

D. R. Horton, Inc., Birmingham, AL

*Vice President, Land Acquisition, 7/2010 - 9/2011
Land Acquisition Manager, 7/2004 to 10/2007*

- Managed all aspects of the North-Central Alabama Land Acquisition Department for a Fortune 500 Company which includes the following markets: Birmingham, Montgomery, Tuscaloosa, and Auburn;
- Facilitated the entire land acquisition process, including the determination of land suitability, contract negotiations, working with the corporate legal department on contract preparations, compliance with municipal zoning, entitlement, and permitting regulations, collaboration with land planners and adhering to corporate policies to ensure the transaction closes;
- Conducted a weekly land meeting for the Birmingham division where potential real estate opportunities are presented to the executive management team for approval;
- Brokered over \$40 million in land and developed lot real estate transactions;
- Prepared financial proformas for each project to ensure that gross margins meet corporate standards, and supply supporting documentation for the division's "five year plan" and company forecasts;
- Analyzed environmental reports, geotechnical reports, and engineered drawings alongside third-party contractors to ensure developments are turn-key ready for our construction department; and
- Facilitated the company's emergence into new markets in Alabama and the Florida panhandle.

Southpace Properties, Inc., Birmingham, AL

Commercial Real Estate Broker, 10/2007 to 2/2010

- Developed business relationships with prospective clients to procure new business for the largest independently owned commercial real estate firm in the state of Alabama;
 - Created and implemented marketing strategies and disseminated to the commercial real estate brokerage community and the general public to sell real estate assets for clients;
 - Coordinated all aspects of the real estate transaction, including negotiating listing agreements, securing financing, title insurance, surveys, and zoning entitlements in preparation for closing;
 - Established relationships with municipalities and monitored the process for land entitlement matters to ensure the property was properly zoned and permitted for the end-user; and
 - Advised clients on contract negotiations, due diligence matters, and the real estate closing process.
- Featured clients: Compass Bank, Bancorp South Bank, America's Bank, Iberia Bank, Bank of America, Arlington Properties, Krabe Architecture & Engineering, and the Sheffield Fund.

APPENDIX I

2014-120

2014-120

Rhett B. Loveman, CCIM
3844 Glenwood Drive
Mountain Brook, Alabama 35213
rhettloveman@hotmail.com
(205) 215-5940

July 23, 2014

Mr. Sam Gaston
City Manager, City of Mountain Brook
P.O. Box 130609
Mountain Brook, Alabama 35213

RE: Supernumerary Member vacancy on the Board of Zoning Adjustments

Dear Mr. Gaston,

I am submitting my resume for consideration to fill the Supernumerary Member vacancy on the Board of Zoning Adjustments (BZA). I have over ten years experience in the real estate industry which includes navigating municipal zoning ordinances, and representing applicants before zoning, planning, and BZA committees around the Birmingham metro area. I also have a master's degree in Urban and Regional Planning. This experience and education has equipped me with the skills needed to be a valuable BZA Supernumerary Member. As a Mountain Brook resident I have a vested interest in preserving the character and charm of the city, and helping it to succeed, while not hindering its growth.

Please let me know should you need any additional information. I look forward to hearing from you soon.

Best regards,

Rhett B. Loveman

Congressman Terry Everett, Washington D.C.

Legislative Assistant, 8/2001 to 7/2002

- Facilitated constituent relationships by conveying Congressman's position on legislative matters, addressing constituent concerns, and attending events on Congressman Everett's behalf;
- Monitored and advised Congressman Everett on banking and finance, housing, education, and transportation legislation; and
- Conducted meetings with lobbyists, interest groups, and constituents to discuss pending legislation.

The Redding Firm, Washington D.C.

Legislative Analyst, 1/2001 to 8/2001

- Monitored relevant legislation and current events and cultivated client relationships with members of Congress and other government personnel.

EDUCATION

- The University of Alabama, Tuscaloosa, Alabama
Master of Science, Geography/Urban & Regional Planning, May 2004
- The University of Alabama, Tuscaloosa, Alabama
Bachelor of Arts, Political Science, May 2000

PROFESSIONAL ASSOCIATIONS

- Certified Commercial Investment Member (CCIM)—Candidate Guidance Chairman, Alabama Chapter (2009-2011)
- Alabama Center for Real Estate (ACRE) Leadership Council Member (2011-2013)
- Licensed Alabama Real Estate Broker

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2014-120



WORK AUTHORIZATION

SAIN ASSOCIATES, INC. TERMS AND CONDITIONS

TO: Sam Gaston
City of Mountain Brook
Post Office Box 130009
Mountain Brook, AL 35213

PROJECT #: 14-0228

FROM: Becky White, PTP

DATE: September 26, 2014

SUBJECT: Traffic Study Review for Piggy Wiggy Development

I. SCOPE

Sain Associates will review the traffic impact analysis prepared by Skipper Consulting for the proposed Piggy Wiggy development on Vine Street in Mountain Brook and provide our conclusions and recommendations as they relate to traffic operations and safety of the proposed development. The review of the traffic analysis will likely yield questions and necessitate direct correspondence with Skipper Consulting Inc. regarding their assumptions, analysis techniques, conclusions, and recommendations. Our estimated budget includes time for that coordination.

In addition to reviewing the traffic study and documenting our comments, I will attend the October 6 Planning Commission meeting to summarize our review.

We have established an estimated budget based on attendance at only the Planning Commission meeting. We will be available to attend additional meetings, as needed and approved by you. If approved in advance by you, additional meetings will be billed at our standard hourly rates even if they cause us to exceed the estimated budget.

II. BUDGET Hourly, with an estimated budget of \$1,800

III. STATUS We are ready to proceed based on your email authorization dated 9/24/14.

This contract is subject to the enclosed Terms and Conditions. All subsequent services required by you outside the scope of services specified will be performed on a time and materials basis according to the schedule of rates enclosed.

APPROVED:

Becky White, PTP
Vice President

Accepted
City of Mountain Brook

By:
Authorized Representative

Steven Boone, City Clerk
Printed Name, Title

9/29/2014
Date

Enclosures: Terms & Conditions, Sch. (2014)

Two Perimeter Park South, Suite 500 East - Birmingham, Alabama 35243
p (205) 940-6420 - f (205) 940-6433
www.sain.com

2014-121

Rates:	
Principal	\$150.00 - \$170.00 per Hour
Engineer/Planner	\$91.00 - \$140.00 per Hour
GIS Professional	\$125.00 per Hour
Designer	\$75.00 - \$108.00 per Hour
Surveyor	\$88.00 - \$123.00 per Hour
Survey Crew (1-Person)	\$50.00 per Hour
Survey Crew (2-Person)	\$120.00 - \$135.00 per Hour
Survey Crew (3-Person)	\$160.00 per Hour
Survey Crew (Overtime, Holidays - 2-Person)	* \$150.00 - \$185.00 per Hour
Survey Crew (Overtime, Holidays - 3-Person)	* \$190.00 per Hour
Survey Per Diem	\$100.00 per Man per Night
Administrative Support	\$50.00 per Hour

* Overtime rate is based on working over 8 hours a day.

Reimbursable Expenses

Printing, contract carrier service, and travel expenses are not included within our basic fee and will be passed along to you at our cost, plus 10%.

Payment

To be made monthly based upon the percentage of work completed and invoiced to you. Your obligation to pay for services rendered hereunder is in no way dependent upon your ability to obtain financing, to obtain payment from a third party, or to obtain approval of any governmental or regulatory agencies, or upon your successful completion of the project. If any payment due for services and expenses hereunder is not made in full within thirty (30) days after receipt of invoice, the amount due Sain Associates, Inc. shall include a charge at the rate of 1 1/2% per month from said thirtieth (30th) day, plus attorney's fees for collection in the amount of 1/3 of the outstanding balance or such greater amount as the court finds reasonable. In addition, we reserve the right to suspend services under this agreement until receipt of payment in full for all amounts due for services rendered and expenses incurred.

AL Immigration Law Compliance

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting there from.

Standard of Care

The standard of care for all professional services performed or furnished by Sain Associates under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Sain makes no warranties, express or implied, under this Agreement or otherwise, in connection with Sain's services.

Limitation of Remedies

Liability of remedies of Sain Associates, Inc. resulting from errors, omissions, or the negligence of Sain Associates, Inc., its agents or employees, pursuant to work under this agreement shall not exceed the lesser of the value of engineering or surveying services required to correct the deficiency or the basic consulting fee for work covered hereunder or the actual cost of the remedies. This provision is being agreed to as a result of the fees being charged.

Dispute Resolution

Client and Sain Associates agree that if a dispute arises out of or relates to this contract, the parties will attempt to settle the dispute through good faith negotiations. If direct negotiations do not resolve the dispute, the parties agree to endeavor to settle the dispute by mediation prior to the initiation of any legal action unless delay in initiating legal action would irrevocably prejudice one of the parties. Mediation to take place in County where project is located and if mediation cannot be agreed upon by parties then it is agreed that AAA (American Arbitration Association) will appoint mediator and the parties agree to split cost of mediator 50 - 50.

Force Majeure

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

Termination of Contract

Client may terminate this Agreement with seven days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.

Ownership of Documents

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of conducting, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Schedule 2014



2014-121



3644 Vann Road, Suite 100
Birmingham, Alabama 35235
Phone (205) 655-8855 Fax (205) 655-8925

AGREEMENT AMENDMENT #1

TO: The City of Mountain Brook
P.O. Box 130008
Mountain Brook, Alabama 35213-0008
FROM: Skipper Consulting, Inc.
3644 Vann Road, Suite 100
Birmingham, Alabama 35235
DATE: October 8, 2014
RE: Traffic Signal Modification Design
Overton Road at Oakdale Drive/River Run Drive

This agreement amendment outlines the terms and conditions for Skipper Consulting, Inc. to perform traffic data collection and analysis to respond to recent comments received from Jefferson County Roads and Transportation related to roadway design changes at the intersection of Overton Road at Oakdale Drive/River Run Drive. This agreement amendment would modify the original agreement between Skipper Consulting, Inc. and the City of Mountain Brook, fully executed on May 27, 2014.

2014-122

SCOPE OF SERVICES: Upon written authorization from the Client, the Consultant shall perform analysis and prepare documentation sufficient to address the traffic impacts of the proposed roadway changes at the intersection of Overton Road at Oakdale Drive/River Run Drive. The proposed scope of work includes the following:

- Performing a traffic count at the intersection from 7:00-9:00 a.m., 2:30-3:30 p.m., and 4:00-6:00 p.m.
- Performing capacity analyses to determine the impact of removal of the right turn lane from Oakdale Drive onto Overton Road
- Performing capacity analyses to determine the appropriate sequencing of pedestrian intervals
- Documenting the results of the study in a memorandum
- Attending meetings with the design team, the City of Mountain Brook, and Jefferson County as required to resolve concerns

BUDGET AMENDMENT: Skipper Consulting proposes to perform the work as described in the scope of services on a fixed fee basis for the following fee amount:

Traffic Study/Meetings \$ 1,850.00

SCHEDULE: Skipper Consulting proposes to perform the work as described in the scope of services within a period of two (2) calendar weeks, up to and including issuing the memorandum, barring unforeseen circumstances outside of the control of Skipper Consulting.

TERMS AND CONDITIONS: We propose to undertake this work as an amendment to the terms and conditions in effect according to our current agreement with the City of Mountain Brook.

• Page 2

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APPENDIX 3

Page 1 of 2

If this amendment is acceptable, please indicate acceptance by signing this letter in the space provided and return one copy for our records.

For Skipper Consulting, Inc.

Submitted by: [Signature]
Date: 10/7/14

For the City of Mountain Brook

Approval by: [Signature]
Date: 10/13/2014

• Page 3

2014-122

Sam Gaston

From: Richard Caudle
Sent: Wednesday, October 01, 2014 2:46 PM
To: gastons@mtbrook.org
Subject: FW: Overton Road at Oakdale Drive/River Run Drive

Sam:

Our original scope of work for the intersection of Overton Road at Oakdale Drive/River Run Drive only included signal design and did not include a traffic study (see item #1 below). Is there a chance that we could get a small increase in our fee to cover our cost in preparing the study which Jefco has requested?

Richard C

From: Richard Caudle
Sent: Wednesday, October 01, 2014 2:41 PM
To: gastons@mtbrook.org; Ronald Vaughn; Joel Elason (JElason@nimrodlong.com); 'nimrod@nimrodlong.com'; 'Boozer, Ken'; Christopher Brady (cbrady@vhal.org)
Subject: Overton Road at Oakdale Drive/River Run Drive

The following is a summary of the meeting held with Ken Boozer with Jefco Roads and Transportation today:

1. In order to determine what needs to be done with changes to Oakdale Drive and how to handle pedestrians, a traffic study needs to be performed. This should include a traffic count at the intersection, review of crashes at the intersection, and capacity analyses. Ken Boozer will provide County crash data. Richard Caudle will arrange the traffic counts and request crash data from Mountain Brook and Vestavia Hills
2. It is anticipated that the traffic study will show that changes to Oakdale Drive which remove the existing right turn lane or shorten the through/left lane will result in unacceptable traffic operations. This would include installing a crosswalk across Oakdale Drive at the intersection. We generally agreed that to provide a crosswalk crossing Oakdale Drive will require significant reconstruction of Oakdale Drive which cannot reasonably be accomplished as part of the park project. The City is encouraged to pursue another project at some point in the future to make improvements to Oakdale Drive to allow reconstruction of a longer right turn lane and appropriate design provisions for the pedestrian crossing. Perhaps a more detailed study and design for this intersection could be included in the upcoming APPLE grant project that the City will be performing in conjunction with the RPC.
3. The curb radius for Overton Road turning onto River Run Road needs to be modified to result in a slower operating speed and reduced pedestrian crossing distance. A WB-40 design vehicle should be used to design this modification.
4. The sidewalk system in the park should be extended to the corner of Overton Road and River Run Road. NLA should determine the most appropriate route for the sidewalk.
5. Crosswalks should be added crossing Overton Road from Oakdale Drive to the corner by the park and also crossing River Run Drive. These additional crosswalks will need push buttons and pedestrian signal heads.
6. Both pedestrian crossings of Overton Road should display walk/flash don't walk during the traffic signal

10/6/2014

interval which serves River Run Road. A sign stating "Yield to Pedestrians" needs to be added to the signal span wire facing River Run Drive.

7. Jefco will need roadway, drainage, and signal plans for approval. The drainage the northwest corner of the intersection where the Oakdale Drive sidewalk is to be extended needs to be addressed.

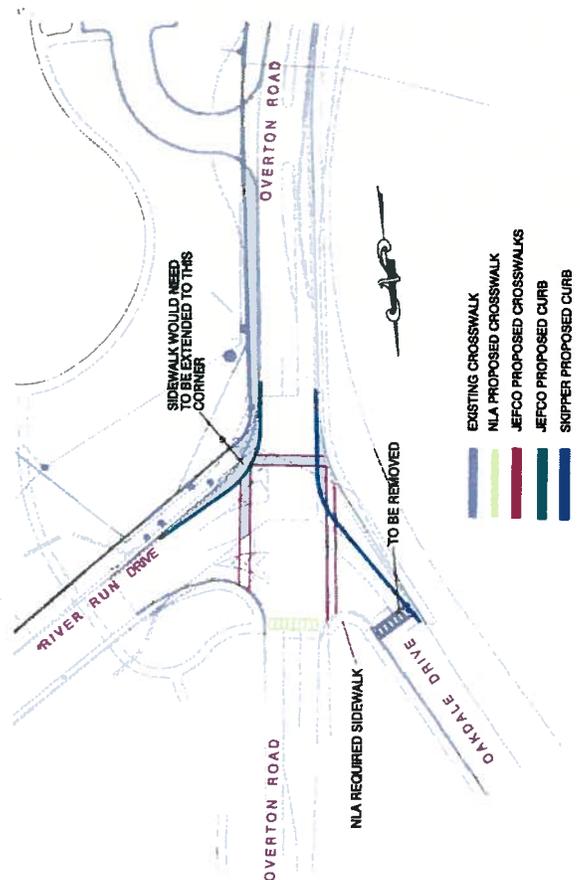
If there are issues which I have missed, please reply to all.

Richard L. Caudle, P.E.
Skipper Consulting, Inc.
3644 Vann Road Suite 100
Birmingham, Alabama 35235
richard@skipperinc.com
(205) 655-8855 fax (205) 655-8825
Cell (205) 790-4307 home (205) 594-4708



APPENDIX 3

10/6/2014



AGREEMENT

This Agreement is made and entered into by and between Shades Parkway, LLC ("Owner"), owners of "Shades Creek Plaza," and the City of Mountain Brook, an Alabama municipal corporation ("City").

RECITALS

- 1. Owner owns office facilities which are located at, and contiguous to, 813 Shades Creek Parkway, Jefferson County, Alabama commonly known as "The Shades Creek Plaza" which is within the police jurisdiction of the City ("Building").
2. Owner has requested that the City provide or otherwise make available to Owner and the occupants of the building fire protection and emergency medical services.
3. The City has agreed to make available to the building and the occupants thereof such fire protection and emergency medical services upon the terms and conditions contained in this Agreement and Owner agrees to such terms and conditions.

AGREEMENTS

- 1. The City agrees to make available fire protection for the building and to make available emergency medical services to the occupants of the building.
2. The term of this Agreement shall be for a period of three (3) years beginning January 1, 2015 through December 31, 2017.
3. In consideration of City's agreement to provide and make available said services, Shades Parkway, LLC shall pay to the City a fee, the amount of which shall not exceed the cost (direct costs and overhead expenses) incurred by the City to ensure the availability of personnel, equipment, and infrastructure required to make available such services. Owner and the City agree that the fee for the 3-year term shall be as follows:

Table with 2 columns: Year (2015, 2016, 2017) and Amount (\$5,100, \$5,100, \$5,100)

- 4. To the extent that fire protection and emergency medical services are required to be allocated in the event of multiple calls for such services, houses, commercial, and institutional buildings and other buildings within the City limits of the City and residents of the City shall have priority.
5. Owner and the City shall each have the right to terminate this Agreement at any time by giving the other party hereto at least thirty (30) days prior written notice of termination. In the event of such termination by either party, the pro-rata portion of the annual fee for the remainder of the then current term of this Agreement shall be promptly refunded to the Owner.
6. Notwithstanding any other provisions contained in this Agreement, the City shall have no greater liability for negligence or breach of contract with respect to providing the services

2014-123

AGREEMENT

This Agreement is made and entered into by and between Orebid, LLC ("Owner"), owners of "The First Commercial Bank Building," and the City of Mountain Brook, an Alabama municipal corporation ("City").

RECITALS

- 1. Owner owns office facilities which are located at, and contiguous to, 800 Shades Creek Parkway, Jefferson County, Alabama which is within the police jurisdiction of the City ("Building").
2. Owner has requested that the City provide or otherwise make available to Owner and the occupants of the building fire protection and emergency medical services.
3. The City has agreed to make available to the building and the occupants thereof such fire protection and emergency medical services upon the terms and conditions contained in this Agreement and Owner agrees to such terms and conditions.

AGREEMENTS

- 1. The City agrees to make available fire protection for the building and to make available emergency medical services to the occupants of the building.
2. The term of this Agreement shall be for a period of three (3) years beginning January 1, 2015 through December 31, 2017.
3. In consideration of City's agreement to provide and make available said services, Orebid, LLC shall pay to the City a fee, the amount of which shall not exceed the cost (direct costs and overhead expenses) incurred by the City to ensure the availability of personnel, equipment, and infrastructure required to make available such services. Owner and the City agree that the fee for the 3-year term shall be as follows:

Table with 2 columns: Year (2015, 2016, 2017) and Amount (\$27,600, \$27,600, \$27,600)

where such fees may be paid in monthly installments of \$2,300.00.

- 4. To the extent that fire protection and emergency medical services are required to be allocated in the event of multiple calls for such services, houses, commercial, and institutional buildings and other buildings within the City limits of the City and residents of the City shall have priority.
5. Owner and the City shall each have the right to terminate this Agreement at any time by giving the other party hereto at least thirty (30) days prior written notice of termination. In the event of such termination by either party, the pro-rata portion of the annual fee for the remainder of the then current term of this Agreement shall be promptly refunded to the Owner.

2014-123

referred to herein than the limitations imposed under the provisions of the Code of Alabama 1975, Section 11-93-2.

- 7. Nothing in this agreement shall be deemed or construed to impose, establish, or recognize a duty or obligation on the party of the City to investigate, inspect, or evaluate the building for compliance with fire safety codes, regulations, or standards, to report or undertake any corrective or ameliorative action with respect thereto, or to create any special or enhanced standard of care with respect to the provision of services hereunder.

In witness whereof, the City of Mountain Brook has caused this Agreement to be executed by its duly authorized officer and Shades Parkway, LLC (Owner) has caused this Agreement to be executed by its duly authorized corporate officer, all as of the 13 day of October, 2014.

Witness: Steven Boone, City Clerk; City of Mountain Brook; By: Sam S. Gaston, City Manager

Witness: Stone River Property Management, LLC on behalf of Shades Parkway, LLC

By: A.H. Davis, Owner; Its PROPERTY MANAGER

- 6. Notwithstanding any other provisions contained in this Agreement, the City shall have no greater liability for negligence or breach of contract with respect to providing the services referred to herein than the limitations imposed under the provisions of the Code of Alabama 1975, Section 11-93-2.

- 7. Nothing in this agreement shall be deemed or construed to impose, establish, or recognize a duty or obligation on the party of the City to investigate, inspect, or evaluate the building for compliance with fire safety codes, regulations, or standards, to report or undertake any corrective or ameliorative action with respect thereto, or to create any special or enhanced standard of care with respect to the provision of services hereunder.

In witness whereof, the City of Mountain Brook has caused this Agreement to be executed by its duly authorized officer and Orebid, LLC (Owner) has caused this Agreement to be executed by its duly authorized corporate officer, all as of the 12 day of September, 2014.

Witness: Steven Boone, City Clerk; City of Mountain Brook; By: Sam S. Gaston, City Manager

Witness: Wanda M. Warninger; Orebid, LLC; By: James M. Phleger, Real Estate Manager

WANDA M. WARNINGER, Notary Public, State of Alabama, My Commission Expires August 26, 2018



EXHIBIT A

EXHIBIT B

APPENDIX 4

EXHIBIT A

EXHIBIT B

AGREEMENT

This Agreement is made and entered into by and between Brookwood, LLC ("Brookwood"), owners of "Raymond James," and the City of Mountain Brook, an Alabama municipal corporation ("City").

RECITALS

1. Brookwood owns office facilities which are located at, and contiguous to, 2900 Highway 280 South, Jefferson County, Alabama commonly known as "Raymond James" which is within the police jurisdiction of the City ("Building").
2. Brookwood has requested that the City provide or otherwise make available to Brookwood and the occupants of the building fire protection and emergency medical services.
3. The City has agreed to make available to the building and the occupants thereof such fire protection and emergency medical services upon the terms and conditions contained in this Agreement and Brookwood agrees to such terms and conditions.

AGREEMENTS

1. The City agrees to make available fire protection for the building and to make available emergency medical services to the occupants of the building.
2. The term of this Agreement shall be for a period of three (3) years beginning January 1, 2015 through December 31, 2017.
3. In consideration of City's agreement to provide and make available said services, Brookwood shall pay to the City a fee, the amount of which shall not exceed the cost (direct costs and overhead expenses) incurred by the City to ensure the availability of personnel, equipment, and infrastructure required to make available such services. Brookwood and the City agree that the fee for the 3-year term shall be as follows:

2015	\$7,950
2016	7,950
2017	7,950
4. To the extent that fire protection and emergency medical services are required to be allocated in the event of multiple calls for such services, houses, commercial, and institutional buildings and other buildings within the City limits of the City and residents of the City shall have priority.
5. Owner and the City shall each have the right to terminate this Agreement at any time by giving the other party hereto at least thirty (30) days prior written notice of termination. In the event of such termination by either party, the pro-rata portion of the annual fee for the remainder of the then current term of this Agreement shall be promptly refunded to the Owner.
6. Notwithstanding any other provisions contained in this Agreement, the City shall have no

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EXHIBIT C

AGREEMENT

This Agreement is made and entered into by and between 280 Associates, LLC ("Owner"), owners of "The Luckie Building," and the City of Mountain Brook, an Alabama municipal corporation ("City").

RECITALS

1. Owner owns office facilities which are located at, and contiguous to, 600 Luckie Drive, Jefferson County, Alabama which is within the police jurisdiction of the City ("Building").
2. Owner has requested that the City provide or otherwise make available to Owner and the occupants of the building fire protection and emergency medical services.
3. The City has agreed to make available to the building and the occupants thereof such fire protection and emergency medical services upon the terms and conditions contained in this Agreement and Owner agrees to such terms and conditions.

AGREEMENTS

1. The City agrees to make available fire protection for the building and to make available emergency medical services to the occupants of the building.
2. The term of this Agreement shall be for a period of three (3) years beginning January 1, 2015 through December 31, 2017.
3. In consideration of City's agreement to provide and make available said services, Cahaba, LLC shall pay to the City a fee, the amount of which shall not exceed the cost (direct costs and overhead expenses) incurred by the City to ensure the availability of personnel, equipment, and infrastructure required to make available such services. Owner and the City agree that the fee for the 3-year term shall be as follows:

2015	\$6,900
2016	6,900
2017	6,900
4. To the extent that fire protection and emergency medical services are required to be allocated in the event of multiple calls for such services, houses, commercial, and institutional buildings and other buildings within the City limits of the City and residents of the City shall have priority.
5. Owner and the City shall each have the right to terminate this Agreement at any time by giving the other party hereto at least thirty (30) days prior written notice of termination. In the event of such termination by either party, the pro-rata portion of the annual fee for the remainder of the then current term of this Agreement shall be promptly refunded to the Owner.
6. Notwithstanding any other provisions contained in this Agreement, the City shall have no greater liability for negligence or breach of contract with respect to providing the services

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EXHIBIT D

APPENDIX 4

greater liability for negligence or breach of contract with respect to providing the services referred to herein than the limitations imposed under the provisions of the Code of Alabama 1975, Section 11-93-2.

7. Nothing in this agreement shall be deemed or construed to impose, establish, or recognize a duty or obligation on the party of the City to investigate, inspect, or evaluate the building for compliance with fire safety codes, regulations, or standards, to report or undertake any corrective or ameliorative action with respect thereto, or to create any special or enhanced standard of care with respect to the provision of services hereunder.

In witness whereof, the City of Mountain Brook has caused this Agreement to be executed by its duly authorized officer and Brookwood, LLC (Owner) has caused this Agreement to be executed by its duly authorized corporate officer, all as of the 13 day of October, 2014.

Witness: Steven Boone, City Clerk

City of Mountain Brook By: Sam S. Gaston, City Manager

Witness: Carl P. Ritz, S. Probst

Brookwood, LLC By: [Signature]

referred to herein than the limitations imposed under the provisions of the Code of Alabama 1975, Section 11-93-2.

7. Nothing in this agreement shall be deemed or construed to impose, establish, or recognize a duty or obligation on the party of the City to investigate, inspect, or evaluate the building for compliance with fire safety codes, regulations, or standards, to report or undertake any corrective or ameliorative action with respect thereto, or to create any special or enhanced standard of care with respect to the provision of services hereunder.

In witness whereof, the City of Mountain Brook has caused this Agreement to be executed by its duly authorized officer and 280 Associates, LLC (Owner) has caused this Agreement to be executed by its duly authorized corporate officer, all as of the 12 day of October, 2014.

Witness: Steven Boone, City Clerk

City of Mountain Brook By: Sam S. Gaston, City Manager

Witness: Carl P. Ritz, S. Probst

280 Associates, LLC By: [Signature]

EXHIBIT C

EXHIBIT D

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

CONTRACT AGREEMENT

THIS AGREEMENT is entered into on this the 13th day of October 2014, by and between the City of Mountain Brook (hereinafter referred to as "City") and the Jefferson - Blount - St. Clair Mental Health Authority (hereinafter referred to as "Contractor"):

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

WHEREAS, Jefferson - Blount - St. Clair Mental Health Authority, is an organization which has as one of its goals the promotion of public health, safety, morals, security, prosperity, contentment and the general welfare in the City of Mountain Brook;

WHEREAS, the City Council of the City of Mountain Brook, Alabama desires to enter into a contract with the Contractor for the purpose of providing mental health services to residents of the City of Mountain Brook;

WITNESSETH,

1. That the City, for and in consideration of the covenants and agreements hereinafter set out to be kept and performed by the Contractor, does hereby agree to pay the Contractor the sum of TWO THOUSAND ONE HUNDRED and NO/100 (\$2,100.00) Dollars, for performing the services herein provided for the period beginning October 1, 2014 through September 30, 2015).

2. SCOPE OF SERVICES:

In consideration of the covenants and agreements made herein by the City, the Contractor agrees that it shall be totally responsible for, and shall have exclusive control over the management and disbursement of all such monies received from the City, and that all monies received under this contract shall be used only for the purposes herein described:

- a. Provide relief for residents who are in need of crisis stabilization for uninsured mentally ill persons;
b. Provide medication and outpatient therapy for mentally ill persons;
c. Provide housing and treatment for mentally ill persons;
d. Provide in-home therapy for at-risk youths who are in danger of being removed from their homes;
e. Provide case management to access housing and other supports to avoid unnecessary admissions to state hospitals;
f. Provide social work assistance to families; and
g. Contractor agrees to provide any and all personnel, supplies, equipment necessary for the services herein to be provided.

3. The Contractor agrees to provide to the City at all reasonable times and places an

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IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 13th day of October, 2014.

CITY OF MOUNTAIN BROOK, A Municipal Corporation

BY: Lawrence Terry Oden Mayor, City of Mountain Brook

WITNESSED:

BY: [Signature]

JEFFERSON - BLOUNT - ST. CLAIR MENTAL HEALTH AUTHORITY

BY: Its Authorized Agent Print name: Title:

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, a notary public in and for said County in said State, hereby certify that whose name as Authorized Agent of the JEFFERSON - BLOUNT - ST. CLAIR MENTAL HEALTH AUTHORITY, a nonprofit corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such officer and with full authority executed the same voluntarily for and as the act of said corporation.

Given under my hand this the day of 2014.

NOTARY PUBLIC
My Commission Expires

APPENDIX 5

3

accounting for the expenditure of funds granted herein.

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

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

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

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

8. Except as otherwise expressly provided in this Agreement, any notice, consent or other communication required or permitted under this Agreement must be in writing and will be deemed received at the time it is personally delivered, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service, or, if mailed, 3 days after the notice is deposited in the United States mail addressed as follows:

To City of Mountain Brook: City Manager, City of Mountain Brook, P.O. Box 130009, Mountain Brook, AL 35213

To Contractor: Jefferson - Blount - St. Clair Mental Health Authority, James A. Crego, Associate Director, 940 Montclair Road, Suite 200, Birmingham, AL 35213

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

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

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Table with 3 columns: Name, Title, and Member-At-Large status for the Executive Committee of the Board of Jefferson - Blount - St. Clair Mental Health Authority.

October 1, 2014

Mr. Steven Boone, City Clerk, City of Mountain Brook, 56 Church Street, Mountain Brook, AL 35213

Dear Mr. Boone:

This is to request the fiscal year 2014 - 2015 appropriation to the Jefferson - Blount - St. Clair Mental Health Authority. Please remit the funds at your earliest convenience.

Thank you for your support.

Sincerely,

[Signature] Yvonne Gallman, Senior Accountant

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CONTRACT FOR SERVICES

This Contract for Services ("Contract") is entered into between the City of Mountain Brook, an Alabama municipal corporation ("City") and the Jefferson County Historical Commission ("Commission").

WHEREAS, the Commission was established in 1971 by a act of the Alabama Legislature; and

WHEREAS, the Commission sponsors publications on Jefferson County history and works with other organizations and agencies to further historic preservation and the documentation and protection of the historic resources of the City of Mountain Brook.

NOW THEREFORE, in consideration of the premises and in consideration of the covenants and agreements contained herein, the City and the Commission hereby agree as follows:

1. This contract shall be effective on the 1st day of October, 2014, and will continue in effect until September 30, 2015, unless terminated sooner by either party.
2. The City shall pay to the Commission the sum of One Thousand Dollars (\$1,000.00), upon execution of this contract for services.
3. In consideration of the payment of the contract fund as provided herein, the Commission shall provide at least the following services to the City ("Services"):
 - a. The Commission, through its Historic Marker Program, shall identify and recognize houses, commercial, or public buildings, churches, and sites of historic interest and integrity, encouraging the preservation of these historically important places.
 - b. The Commission shall sponsor publications on Jefferson County history and cooperate with property owners, historical societies and authors in the publication of books, videotapes and audiotapes concerning the City of Mountain Brook and Jefferson County.
 - c. The Commission shall furnish information concerning advantages of preservation/restoration and provide assistance for architectural/preservation/ design interns, teachers, students, and other citizen groups.
 - d. The Commission shall furnish speakers for civic clubs, parent-teacher associations, and school groups about history and historic preservation and its importance to the past, present, and future.
4. The Commission shall provide the personnel, supplies, equipment, and expertise necessary to fulfill its obligations under this Contract. The Commission is an independent contractor and none of its agents or employees shall be deemed to be under the control of the City, nor shall any of the agents or employees of other persons, firms, or corporations conducting business for or on behalf of the Commission be deemed to be agents or employees of the City.

5. The Commission shall indemnify and hold harmless the City and its agents, employees, and elected officials, from and against any and all actions, causes of actions, claims, demands, damages, losses, and expenses of any kind, including but not limited to attorney's fees and court cost, which may be asserted against, or suffered by, the City or its agents and employees arising out of, or in connection with: (a) the performance or attempted performance, by the Commission or its agents or employees of the Commission's obligations under this Contract; and (b) any claim that the Contract Funds were improperly paid by the City to the Commission.

6. The Commission agrees to employ accounting procedures which are appropriate to the types of operations conducted by the Commission and which are customary to similar operations. All financial records and other documents pertaining to this Contract shall be maintained by the Commission for a period of three (3) years after the expiration or termination of this Contract. The City shall have full access to, and the right to examine any of such financial records and other documents at all reasonable times during the term of this Contract and during said three-year period. The Commission agrees that upon request from the City, the Commission will submit to, and cooperate with, periodic audits by the Alabama Department of Public Examiners or other audit procedures requested by the City.

7. If the Commission fails to comply with the provisions of this Contract, such failure shall constitute a default under this Contract and, unless corrected by the Commission within thirty (30) days following receipt of written notice from City of such default, shall be deemed a breach of this Contract and the City shall have the right to terminate this Contract by giving the Commission twelve (12) days prior written notice of such termination. Such termination of this Contract by the City shall not relieve the Commission of any of its obligations or liabilities to the City under the provisions of paragraph 4 of this Contract, whether such obligations or liabilities occur or accrue before or after the termination of this Contract.

IN WITNESS WHEREOF, the Jefferson County Historical Commission has caused this Contract to be executed by its duly authorized Executive Director on the _____ day of _____, 2014 and the City of Mountain Brook has caused this Contract to be executed by its duly authorized representative, on the 13 day of October, 2014.

ATTEST:

JEFFERSON COUNTY HISTORICAL COMMISSION
By: _____
Its: _____

ATTEST:
Shawn Boone
CITY OF MOUNTAIN BROOK, ALABAMA
Lawrence T. Oden
By: Lawrence T. Oden
Its: Mayor

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6 The Foundation agrees to employ accounting procedures which are appropriate to the types of operations conducted by the Foundation and which are customary to similar operations. All financial records and other documents pertaining to this Contract shall be maintained by the Foundation for a period of three (3) years after the expiration or termination of this Contract. The City shall have full access to, and the right to examine any of such financial records and other documents at all reasonable times during the term of this Contract and during said three-year period. The Foundation agrees that upon request from the City, the Foundation will submit to, and cooperate with, periodic audits by the Alabama Department of Public Examiners or other audit procedures requested by the City.

7 If the Foundation fails to comply with the provisions of this Contract, such failure shall constitute a default under this Contract and, unless corrected by the Foundation within thirty (30) days following receipt of written notice from City of such default, shall be deemed a breach of this Contract and the City shall have the right to terminate this Contract by giving the Foundation twelve (12) days prior written notice of such termination. Such termination of this Contract by the City shall not relieve the Foundation of any of its obligations or liabilities to the City under the provisions of paragraph 4 of this Contract, whether such obligations or liabilities occur or accrue before or after the termination of this Contract.

IN WITNESS WHEREOF, the Alabama Veterans Memorial Foundation has caused this Contract to be executed by its duly authorized Executive Director on the _____ day of _____, 2014 and the City of Mountain Brook has caused this Contract to be executed by its duly authorized Mayor, on the 13 day of October, 2014.

ALABAMA VETERANS MEMORIAL FOUNDATION
 ATTEST:

 By: Executive Director

ALABAMA
 ATTEST:
 Steven Boons, City Clerk

 By: Lawrence T. Oden
 Mayor

CONTRACT FOR SERVICES

This Contract for Services ("Contract") is entered into between the City of Mountain Brook, an Alabama municipal corporation ("City") and the Alabama Veterans Memorial Foundation ("Foundation").

WHEREAS, the City desires to promote learning opportunities and resources for its citizens; and

WHEREAS, the Foundation provides educational resources to the citizens of the City by operating and maintaining a park which honors Alabama veterans; and

WHEREAS, the City has determined that it is in the public interest to engage the Foundation in order to assist in the development and promotion of said educational resources.

NOW THEREFORE, in consideration of the premises and in consideration of the covenants and agreements contained herein, the City and the Foundation hereby agree as follows:

1. This contract shall be effective on the 1st day of October, 2014, and will continue in effect until September 30, 2015, unless terminated sooner by either party.
2. The City shall pay to the Foundation the sum of One Thousand Dollars (\$1,000.00) upon execution of this contract for services.
3. In consideration of the payment of the funds as provided herein, the Foundation shall provide at least the following services to the City ("Services"):

- a. The Foundation will continue to operate and maintain the Alabama Veterans Memorial Park so that the park will remain a symbol of our servicemen's and servicewomen's dedication to their country.
- b. The Foundation will provide educational resources to the citizens of the City through the Alabama Veterans Memorial Park that will not only teach the high cost of war, but celebrate peace and democracy.

4. The Foundation shall provide the personnel, supplies, equipment, and expertise necessary to fulfill its obligations under this Contract. The Foundation is an independent contractor and none of its agents or employees shall be deemed to be under the control of the City, nor shall any of the agents or employees of other persons, firms, or corporations conducting business for or on behalf of the Foundation be deemed to be agents or employees of the City.
5. The Foundation shall indemnify and hold harmless the City and its agents, employees, and elected officials, from and against any and all actions, causes of actions, claims, demands, damages, losses, and expenses of any kind, including but not limited to attorney's fees and court cost, which may be asserted against, or suffered by, the City or its agents and employees arising out of, or in connection with: (a) the performance or attempted performance, by the Foundation or its agents or employees of the Foundation's obligations under this Contract; and (b) any claim that the Contract Funds were improperly paid by the City to the Foundation.

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EXHIBIT A

AGREEMENT FOR SERVICES

This Agreement entered into between the City of Mountain Brook, an Alabama municipal corporation ("City") and Mountain Brook Chamber of Commerce, an Alabama non-profit corporation ("Chamber"). City and Chamber hereby agree as follows.

- 1. This Agreement shall be in effect for a period of two years (October 1, 2014 through September 30, 2016).
2. Notwithstanding any other provision of this Agreement, it is agreed that City shall not be liable for any of the debts or obligations incurred by Chamber, nor shall City be deemed or considered a partner, joint venture or otherwise interested in the assets of Chamber, or profits earned or derived by Chamber, nor shall Chamber at any time use the name or credit of City in purchasing, or attempting to purchase, any equipment, supplies or any other materials or services.
3. Chamber, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City, but shall be deemed to be an independent contractor in every respect and shall take all steps, at Chamber's expense, as City may, from time to time, request to indicate that Chamber is an independent contractor.
4. City shall allow Chamber to include membership application, Chamber information and cover letter to be included with the City's annual business license renewal mailing.
5. Chamber may not transfer or assign its interest in this Agreement or assign its rights, duties or obligations under this Agreement without the prior written approval of City.
6. City shall not assume any responsibility for the means by which, or the manner in which, services are provided by Chamber.
7. Chamber agrees to comply strictly with all applicable ordinances and laws while performing its obligations under this Agreement.
8. City agrees to pay Chamber an amount not to exceed the sum of \$145,000.00 each year from October 1, 2014 through September 30, 2016 for all services to be performed by Chamber under this Agreement. Said sum shall be paid as follows:

Table with 2 columns: Installment Due Date or Event, Amount. Rows include: Upon execution of this Agreement (\$36,250.00), December 1, 2014 (36,250.00), May 1, 2015 (36,250.00), September 1, 2015 (36,250.00), On or after October 1, 2015 and after the fiscal 2016 budget is approved by the City (36,250.00), December 1, 2015 (36,250.00).

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Table with 2 columns: Installment Due Date or Event, Amount. Rows include: May 1, 2016 (36,250.00), September 1, 2016 (36,250.00).

- 9. In consideration of the foregoing, Chamber agrees to provide City the following services:
(a) provide and maintain within the Chamber organization a program for citywide economic development;
(b) provide a professionally qualified Chamber staff to carry on the functions of Chamber,
(c) seek, discover and endeavor to attract and promote tourism and commercial development for the benefit and economic improvement of City;
(d) gather, keep updated, research and distribute information and data to be used as advertisements and presentations for general and specific commercial prospects;
(e) develop, produce and secure maps, charts, photographs, brochures, briefing facilities, reports, etc., as are necessary and required to promote adequately new and expanding commercial and office development within City;
(f) for the economic development of City, maintain contact, and cooperate and work closely, with other agencies and organizations with similar purposes such as the Alabama Development Office, industrial development departments of public and private utilities, The Metropolitan Development Board, local, area and regional planning agencies, highway, air and other transportation agencies, organizations and individuals;
(g) stay familiar with local, state, regional and national trends in economic development; create more and better jobs, for the benefit of City and its citizens, through land control, site development, local and area technical institutions and any and all other sources and aids;
(h) receive, study and respond to all mail inquires and City referrals which are directly or otherwise sent to City by potential visitors, businesses and professional people, students from all over the United States and the world, research and survey agencies and outside sources and individuals seeking information about the community, its people, government, history, economic base, institutions, professions, state and federal agencies, schools and educational institutions, housing, job opportunities, legal professions, hospitals, and paramedical services, churches, climatic conditions, laws and statutes, taxes and licenses;
(i) serve as principal public relations and information agency for City and for all people who are referred to Chamber by City and who come to Chamber's office

or otherwise contact Chamber, but would otherwise have to call upon City for the services and information enumerated in the above item;

- (j) welcome individuals and groups deemed by City to be important to City, and assist and help in coordinating ground-breaking ceremonies, openings, civic presentations and other activities involving City and its officials;
(k) report semi-annually to the Mountain Brook City Council on activities within City relating to economic development and other important subjects relating to City;
(l) assist businesses in conjunction with the City Council and assist new and expanding businesses, agencies, institutions and people moving to the area; and through management and staff of the Chamber, as well as volunteers, to do what is possible to foster and promote the City to create and maintain its good name.
10. In addition to the foregoing services to be provided by Chamber to City:
(a) The Chamber shall solicit and secure funds from various merchants located in the City where such funds shall be used toward the cost of advertising.
(b) Chamber will assist in the planning and implementation of at least two major promotional campaigns for each of the three major commercial areas of the City and assist in any other planned and approved minor event for any of the villages or commercial areas of the City. i.e. Highway 280 or Overton Village, which may include but is not limited to advertising, live entertainment, promotional prizes, contest prizes, and refreshments.
(c) Chamber shall use its best good faith efforts to sell advertisements for the Mountain Brook Reporter, City's quarterly newsletter. The gross receipts ("Receipts") from the sale of such advertisements shall be divided equally between City and Chamber. Chamber shall pay City its share of the Receipts on the fifteenth day of each month following the end of each calendar quarter (April 15, July 15, October 15 and January 15) for advertisements sold during each such calendar quarter.
(d) Chamber will conduct a yearly membership drive.
(e) Chamber shall continue to aggressively promote, market and administer the Village Gold Gift Certificate Program along with developing, marketing and administering other phases of the Village Gold Program.
(f) Chamber shall continue to develop its web technology as one of the primary methods of marketing the City, its commercial areas and individual businesses, along with serving as a primary communication tool to the residence and general public.

- (g) Chamber will continue to develop a branding image for the organization and its membership to include marketing materials in keeping with the image of the Chamber and the City of Mountain Brook.

IN WITNESS WHEREOF, City of Mountain Brook has caused this Agreement to be executed by its duly authorized Mayor and Mountain Brook Chamber of Commerce has caused this Agreement to be executed by its duly authorized corporate officer, on the date or dates beneath their signatures.

ATTEST:
By [Signature]
Its City Clerk
10/13/2014
Date of execution

CITY OF MOUNTAIN BROOK
By [Signature]
Its Mayor

ATTEST:
By _____
Its _____
Date of execution _____

MOUNTAIN BROOK
CHAMBER OF COMMERCE
By _____
Its _____

APPENDIX 8

July 23, 2014

Sam Claxton, City Manager
City of Mountain Brook
Post Office Box 130009
Mountain Brook, AL 35213

Dear Sam,

I apologize for the delay in sending you the contract for services and the FY 2013-2014 report. They are both included. Please email any questions to Mayor O'Neil and the Mountain Brook City Council for their combined response. If you should have any questions regarding the enclosed contract or information, please contact me at 205-207-8071 or mordenahl@cityma.gov.

Sincerely,

Madeline Odenwahl

Madeline Odenwahl
Development Officer for Grants and Proposals

CHANGE THE DESIGN BYSCOTTY CAMPBELL

CONTRACT FOR SERVICES
Fiscal Year 2015

This contract for services ("Contract") is entered into by and between City of Mountain Brook, an Alabama municipality ("City") and the Birmingham Museum of Art, a non-profit corporation organized under the laws of the State of Alabama ("Contractor").

Whereas, City desires to increase the learning opportunities for students in its school system; and

Whereas, Contractor has developed certain programs, exhibitions and learning laboratories which, in City's opinion, will be helpful and instructive to such students; and

Whereas, such programs, exhibitions and learning laboratories are not available in the Mountain Brook school system; and

Whereas, City has agreed to pay Contractor the sum of eleven thousand five hundred dollars (\$11,500.00) in consideration of Contractor providing City the services referred to in this Contract;

Now, therefore, in consideration of the premises and in consideration of the covenants and agreements contained herein, City and Contractor hereby agree as follows:

- City shall pay to Contractor the sum of eleven thousand five hundred dollars (\$11,500.00), upon execution of this contract for services for one year from the date of execution.
- In consideration of the payment of the Contract Funds as provided herein, Contractor shall provide at least the following services to City ("Services"):
 - Contractor will continue to provide, free of charge, tours of the permanent collection to all students in the Mountain Brook Education system.
 - Teachers of the Mountain Brook school system will be permitted to attend teacher-training seminars and special in addition, teachers will have access without charge to materials in the Contractor's Teacher Resource Center. The Contractor will also make Culture Contributor Collaborative and Professional Development materials available to teachers for museum tours and studio classes. These offerings focus on the Mountain Brook's permanent collection and complement and enhance core curricula of language arts, social studies, science and math. Tours may include hand-on art lessons that fit into their various curricula.

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- Contractor will offer the opportunity for an art-making outreach program onsite at a Mountain Brook City school or Emmet O'Neal Library tagging elementary, middle school and high school students.
- During each year of the term of this Contract, Contractor will make available a series of lessons and activities for students and teachers' permanent collection and special exhibitions as a part of the programs conducted by the Emmet O'Neal Library, or other locations, in the City of Mountain Brook.
- The City will have the opportunity to host one "Mountain Brook Night" at the Museum, during the year of its contract for services. Museum rental for will be waived for the event (overhead charges for security and catering will be the responsibility of the City).
- Contractor shall provide the personnel, supplies, equipment and expertise necessary to fulfill its obligations under this Contract. Contractor is an independent contractor and none of its agents or employees shall be deemed to be employees of the City. Any of the agents or employees of other persons, firms or contractors considered to be acting for or on behalf of Contractor shall be deemed to be agents or employees of City.
- Contractor shall indemnify and hold harmless the City and its agents, employees and representatives against all actions, causes of action, claims, demands, damages, losses and costs of defense, including reasonable attorney's fees and court costs, which may be asserted against or suffered by the City or its agents and employees arising out of or in connection with: (a) the performance, or attempted performance, by Contractor or its agents or employees of the services under this Contract; and (b) any claim that the Contract Funds were improperly paid by City to Contractor.
- Contractor agrees to employ accounting procedures which are appropriate to the types of operations conducted by Contractor and which are customary to similar operations conducted by other businesses pertaining to this Contract. Contractor shall maintain for Contractor and other businesses pertaining to this Contract all records, books, accounts, and documents for a period of three (3) years after the expiration or termination of this Contract. City shall have full access to, and the right to examine, any of such financial records and other documents at all reasonable times during the term of this Contract and during said three-year period. Contractor agrees upon request from the City, Contractor will submit to the City all records, books, accounts, and documents for the Department of Public Examiners or other audit procedures requested by the City.
- If Contractor fails to comply with the provisions of this Contract, such failure shall constitute a breach of this Contract and, unless corrected by Contractor within thirty (30) days following receipt of written notice from City of such

Mountain Brook Statistics - July 1, 2014 - June 30, 2014

Year	Adults	Children	Total
Number of students/people in the 3511 and 3513 zip codes who attended art camp (Summer 2014)	10	11	21
Number of students/people in the 3511 and 3523 zip codes who attended studio classes	8	105	113
Any lectures or programs related to the collection that occurred in Mountain Brook (i.e. at the library)	NO	NO	NO
Any art-making outreach through Emmet O'Neal Library	N/A	N/A	N/A
List of Studio Classes for Mountain Brook Schools	Total: 0 Adults	Total: 0 Youth	Total: 0 Youth
List of classes and teachers who used additional materials (culture, art, teacher resource center materials, posters, etc.)	Total: 1 Teacher	Total: 0 Teachers	Total: 1 Teacher
Number of attendees to teacher training seminars and teacher-in-service workshops	Total: 0 Adults	Total: 10 Adults	Total: 10 Adults
List of tours with attendance for any groups based in Mountain Brook	McNinch Christian Academy 4,151.4	8.1, 2013	9
	Cherokee Band Elementary 68,189.93	11.1, 2013	2
	5c. Faith Center School 12,222.2013	1.1, 2013	8
	Cravens Elementary School 11,151.13	1.1, 2013	11
	Cravens Early Learning Center 8.1, 2013	1.1, 2013	16
List of tours with attendance for Mountain Brook schools	Total: 47 Adults	Total: 213 Youth	Total: 213 Youth
Advisers Benefited	Advisers Benefited	Students Benefited	Students Benefited

Year	Adults	Children	Total
Number of students/people in the 3511 and 3513 zip codes who were involved in the Teen Program	0 Adults	1 Youth	1 Youth
Number of students/people in the 3511 and 3523 zip codes who were involved in the Ambassador Program	0 Youth	0 Youth	0 Youth
Number of students/people in the 3511 and 3523 zip codes who were involved in Student Exhibitions	N/A	2 Youth	2 Youth
Mt. Brook 2014 February-March Exhibitions	N/A	711 Youth	711 Youth
Benefited by 2013-2014	54 Adults	711 Youth	765 Total

Mountain Brook Statistics - July 1, 2014 - June 30, 2014

ATTEST:
M. Williams O'Neil
Secretary

Birmingham Museum of Art
By *Paul C. Anderson*
Its Director

City of Mountain Brook
By *John P. O'Neil*
Its Mayor

In witness whereof, the Birmingham Museum of Art has caused this Contract to be executed by its duly authorized Director and City of Mountain Brook has caused this Contract to be executed by its duly authorized Mayor, all as of the 23 day of July, 2014.

CONTRACT FOR GENERAL SERVICES

This contract for services ("Contract") is entered into by and between City of Mountain Brook, an Alabama municipal corporation ("City"), and the Alabama Symphonic Association, a nonprofit corporation organized under the laws of the State of Alabama ("Association").

Whereas, City desires to increase the learning opportunities for students in its school system, including music and other arts-related subjects; and

Whereas, City also desires to enrich the cultural life of its residents by providing opportunities for them to participate in musical and other arts-related events, recognizing that exposure to educational and cultural experiences is valuable to the residents of the City of Mountain Brook; and

Whereas, in consideration of the payment referred to hereinafter, the Association has agreed to provide musical programs and to perform services for the students of City's school system and for the residents of the City.

Now therefore, in consideration of the premises and in consideration of the covenants and agreements contained herein, City and Contractor hereby agree as follows:

1. City shall pay to the Association the sum of ten thousand dollars (\$10,000.00) for services for the one-year period from October 1, 2014 through September 30, 2015 ("Contract Funds").
2. In consideration of the payment of the Contract Funds by City, the Association shall provide the following services to the students of City's school system and to the residents of City
 - a. The Association will perform a concert at a City of Mountain Brook school:
 - Crestline Elementary School before September 30, 2015
 - b. The Association will provide up to 300 tickets for Mountain Brook students to attend an ASO Coffee Concert, Young People's Concert or Explorer Concert during the 2014-15 academic school year.
 - c. The Association will provide Mountain Brook school teachers with access to innovative music education lesson plans associated with the ASO Young People's Concerts.
 - d. The Association will provide lectures, demonstrations, and educational programs for the teachers and students of the Mountain Brook school system on request, schedules permitting.

_____ 2014-129
Exhibit A

- b. neither the Association nor any of its officers, agents, representatives or employees has in any way colluded, conspired or connived with any elected official, employee, or representative of City, or any other elected official or public employee, in any manner whatsoever, to secure or obtain this Contract; and
- c. except as expressly set out in this scope of services of this Contract, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made to any such elected official, employee or representative of City as an inducement or consideration for this Contract.

Any violation of this certification shall constitute a breach and default of this Contract which shall be cause for termination. Upon such termination, the Association shall immediately refund to City all amounts paid by City pursuant to this Contract.

In witness whereof, the Alabama Symphonic Association has caused this Contract to be executed by its duly authorized Executive Director on (date) _____ and City of Mountain Brook has caused this Contract to be executed by its duly authorized representative, on (date) Oct. 13, 2014 but this contract shall be effective as of (date) Oct. 1, 2014.

ATTEST: Alabama Symphonic Association

 Susan Barclay
 Its Government Relations Manager

By: _____
 Curt Long
 Its Executive Director

ATTEST: City of Mountain Brook

 Steven Boone
 City Clerk

By: _____
 Sam S. Gaston
 Its City Manager

_____ Exhibit A

APPENDIX 10

- e. The Association will provide opportunities for young musicians from the Mountain Brook school system to participate in pre-concert performances and special masterclass offerings, and audition for the Alabama Symphony Youth Orchestra (ASYO).
3. The Association shall deliver to City's Finance Department a detailed report describing the Association's use of the Contract Funds by the earlier of sixty days following the expenditures or November 30, 2015.
4. The Association shall provide the personnel, supplies, equipment and expertise necessary to fulfill its obligations under this Contract. The Association is an independent contractor and none of its agents, or employees shall be deemed to be under the control of City, nor shall any of the agents or employees or other persons, firms or corporations conducting business for, or on behalf of, the Association be deemed to be agents or employees of City.
5. The Association shall indemnify City and its employees and elected officials, and hold them harmless from and against, all actions, causes of action, claims, demands, damages, losses and expenses of any kind, including, but not limited to, attorneys' fees and court costs, which may be asserted against, or suffered by, City or its employees or elected officials arising out of, or in connection with:
 - (a) the performance, or attempted performance, by the Association or its agents or employees of the Association's obligations under this contract; and
 - (b) any claim that the Contract Funds were improperly paid by City to the Association.
6. The Association agrees to employ accounting procedures which are appropriate to the types of operations conducted by the Association and which are customary to similar operations. All financial records and other documents pertaining to this Contract shall be maintained by the Association for a period of three (3) years after the expiration or termination of this Contract. City shall have full access to, and the right to examine, such financial records and other documents at all reasonable times during the term of this Contract and during said three (3) year period. The Association agrees that, upon request from City, the Association will submit to, and cooperate with, periodic audits by the Alabama Department of Public Examiners or other audit procedures requested by City.
7. The Association and the representative of the Association, who executes this Contract, by the execution of this Contract, certify that:
 - a. no part of the Contract Funds paid by City pursuant to this Contract shall be paid to, or used in any way for the personal benefit of, any elected official, employee or representative of any government or any family member of any such official, employee or representative, including federal, state, county and municipal governments and any agency of any such government;

_____ Exhibit A

**Contract for Services
Fiscal Year 2015**

This contract for services ("Contract") is entered into by and between City of Mt. Brook, an Alabama Municipal corporation ("City"), and the Birmingham Botanical Society, a nonprofit corporation organized under the laws of the State of Alabama ("Association").

Whereas, City desires to increase the learning opportunities for students in its school system including: and

Whereas, Contractor has developed certain programs, exhibits, and learning laboratories which, in the City's opinion, will be helpful and instructive to such students; and

Whereas, such programs, exhibits and learning laboratories are not available in the Mt. Brook school system; and

Whereas, City has agreed to pay contractor the sum of five thousand dollars (\$5,000.00) in consideration of Contractor providing City services referred to in the Contract.

Now, therefore, in consideration of the premises and in consideration of the covenants and agreements contained herein, City and Contractor hereby agree as follows:

1. City shall pay to Contractor the sum of five thousand dollars (\$5,000.00), upon execution of this contract for services for one year from date of execution.
2. In consideration of the payment of the Contract Funds as provided herein, Contractor shall provide at least the following services to City ("Services"):
 - a. Contractor will continue to provide city students with a variety of free science curriculum-based field trips. The trained docents provide activities which are based on Alabama Course of Study: Science.
 - b. Contractor agrees to inform the teachers about the Contractor's field trips and invite their participation.
 - c. Field trips are for students in grades Kindergarten (K) through High School, inclusive.
 - d. The following field trips are available during the following months:

2014-130

Native American Area	September-November March-May
Dr. George Washington Carver Garden Gates Workshop (Plant Propagation)	September-November January-February
Tropical Rain Forest	March-May
Alabama Woodlands (Interdependence)	September-November March-May
Secret Life of Trees	September-November March-May
Plants: Inside Out	September-November March-May

- e. Field Trips are available Monday through Friday, inclusive, from 9:30-11:30am. No field trips are offered on federal and state holidays.
 - f. Schools shall select the students that will attend the contractors' field trips. The Contractor shall not be responsible for providing transportation.
 - g. Schools shall contact the contractor at least ten (10) business days in advance of a proposed field trip to schedule a date that shall be reasonably convenient for schools and the contractor.
 - h. The Contractor requires the presence of one (1) adult per ten (10) children for the duration of each field trip.
 - i. The city and the contractor shall each monitor the number of students that attend the contractor's field trips and shall agree to reconcile the number at the end of the contract period.
3. Contractor shall provide the personnel, supplies, equipment, and expertise necessary to fulfill its obligations under this Contract. Contractor is an independent contractor and none of its agents or employees shall be deemed to be under the control of City nor shall any of the agents, or employees or other persons, firms, or corporations conducting business for or on behalf of Contractor be deemed to be agents, or employees of City.
 4. Contractor shall indemnify City and its agents, employees and elected officials harmless, from and against all actions, causes of action, claims, demands, damages, losses and expenses of any kind, including, but not limited to attorneys' fees and court costs which may be asserted against, or suffered by, City or its agents and employees arising out of, or in connection with: (a) the performance, or attempted performance, by

Contractor or its agents or employees of Contractor's obligations under this Contract; and (b) any claim that the Contract Funds were improperly paid by City to Contractor.

5. Contractor agrees to employ accounting procedures which are appropriate to the types of operations conducted by Contractor and which are customary to similar operations. All financial records and other documents pertaining to this Contract shall be maintained by Contractor for a period of three (3) years after the expiration or termination of the Contract. City shall have full access to, and the right to examine, any of such financial records and other documents at all reasonable times during the term of this Contract and during said three-year period. Contractor agree that upon request from City, Contractor will submit to, and cooperate with, periodic audits by Alabama Department of Public Examiners or other audit procedures requested by the city.
6. If Contractor fails to comply with the provisions of the Contract, such failure shall constitute a default under this Contract and, unless corrected by Contractor within thirty (30) days following receipt of written notice from City of such default, shall be deemed a breach of this Contract and City shall have a right to terminate this Contract by giving Contractor ten (10) days prior written notice of such termination, and City shall not be obligated to make any additional payments to Contractor. Such termination of this Contract by City shall not relieve Contractor of any of its obligations or liabilities to City under the provisions of paragraph 4 of this Contract, whether such obligations or liabilities occur or accrue before or after the termination of this Contract.
7. The Association and the representative of the Association who executes this Contract, by the execution of the Contract, certify that:
 - a. no part of the Contract Funds paid by City pursuant to this Contract shall be paid to, or used in any way for personal benefit of, any elected official, employee or representative of any government or any family member of any such official, employee or representative, including federal, state, county and municipal governments and any agency of any such government;
 - b. neither the Association nor any of its officers, agents, representatives or employees has in any way colluded, conspired or connived with any elected official, employee, or representative of City, or any other elected official or public employee, in any manner whatsoever to secure or obtain the Contract; and
 - c. except as expressly set out in this scope of services of this Contract, no promise or commitment of any nature whatsoever of

any thing of value whatsoever has been made to any such elected official, employee or representative of City as an inducement or consideration for this Contract.

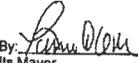
Any violation of the certification shall constitute a breach and default of this Contract which shall be cause for termination. Upon such termination, the Association shall immediately refund to City all amounts paid by City pursuant to this Contract.

In witness whereof, the Birmingham Botanical Society has caused this Contract to be executed by its duly authorized Executive Director on 7 October, 2014, and City of Mt. Brook has caused this Contract to be executed by its duly authorized representative, on Oct 13 2014, but this Contract shall be effective as of October 1, 2014.

Birmingham Botanical Society, Inc.

By: 
Its Executive Director and CEO

City of Mt. Brook

By: 
Its Mayor

APPENDIX 11



AGREEMENT

This Agreement (Agreement) is entered into by the City of Mountain Brook, Alabama, a municipal corporation (City) and Birmingham Children's Theatre (BCT), a not-for-profit corporation organized under the laws of the State of Alabama, effective as of the date last signed below by a party.

WHEREAS, BCT offers professional theatre for children in the Greater Birmingham Area and associated educational and instruction services aligned to the Alabama Course of Study used in public schools for children who attend its productions (collectively, the Services);

WHEREAS, the Services provided by BCT provide unique educational and enrichment experiences for children living in any community;

WHEREAS, pursuant to the term, conditions and understandings in this Agreement, the City desires that the BCT provides Services that benefit students who attend elementary schools located in the City of Mountain Brook; and

WHEREAS, BCT's performance of Services for students who attend elementary schools in the City enhances the quality of life therein and serves a public purpose for its citizens.

Witnesseth

In consideration of the mutual covenants herein and other consideration, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the City and BCT agree as follows:

1. BCT shall offer the following productions and provide Services in connection therewith for students who attend elementary schools located in the City:

MainStage productions - A Season of Nostalgia for students in grades 2-8 include:

<i>Bobes in Toyland **</i>	December 2 - 19, 2014	28 performances
<i>Play To Win+ (Jackie Robinson Story)</i>	February 3 - 20, 2015	30 performances
<i>Robin Hood*</i>	Apr 8 - Apr 29, 2015	30 performances

Wee Folks Productions - A Season Fit for A King for students in grades preK-1 include:

<i>An Elf Tale *</i>	Nov. 24 - 25; Dec. 1 - 19, 2014	42 performances
<i>The Queen of Hearts and the Terrible Torts+</i>	Feb. 2-20, 2015 & April 13-24, 2015	60 performances

- * New commissioned work
- ** Birmingham premiere
- + Will also tour with BCT On Tour

Additional information and commitments by BCT about the Services it will provide are set forth on BCT's Request for Contract for Service that is attached hereto and incorporated by reference herein.

2. As part of BCT's mission to integrate the arts into classroom academics, BCT also will provide, at no additional charge other than set forth herein, an on-site Study Guide Live for one grade level at each Mountain Brook elementary school for a BCT production of their choice.

3. In consideration for BCT providing the Services and performing its other obligations set forth herein, the City will pay BCT five thousand dollars (\$5,000) for its fiscal year October 1, 2014 - September 30, 2015. These funds will be paid to BCT on or before October 31, 2014.

4. Other Terms and Conditions.

- (a) At its expense, BCT shall provide all personnel, supplies, equipment, and expertise necessary to fulfill its obligations under this Agreement.
- (b) BCT is an independent contractor of the City. The City has no right to control the persons, agents or employees of BCT who provide the Services, and none of them are agents or employees of the City.
- (c) BCT shall indemnify and hold harmless City and its agents, employees, and elected officials (collectively the City) from and against all actions, causes, claims, demands, damages, losses and expenses of any kind, including, but not limited to attorneys' fees and court costs which may be asserted again, or suffered by the City arising out of, or in connection with the acts or conduct of BCT, and its agents, employees and representatives, in performing or failing to perform any of their obligations under this Agreement. The indemnification obligations in this provision shall survive the expiration or early termination of this Agreement for a period of three years.
- (d) BCT agrees to utilize commercially reasonable accounting procedures which are customary to similar operations. BCT shall maintain all financial records and other documents pertaining to its performance of obligations under this Agreement for a period of three (3) years after its expiration or termination. Upon advance request by the City, BCT agrees to provide the City full access to, and the right to examine and audit, any of such financial records and other documents at reasonable times during the term of this Agreement or during the three-year period following its expiration or termination.

(e) If BCT fails to perform or comply with any of its material obligations under this Agreement, any such failure shall constitute a default hereunder unless corrected by BCT within thirty (30) days following its receipt of written notice of such default from the City. Upon the occurrence of any such default, the City shall have a right to terminate this Agreement before its expiration by giving BCT written notice of such termination effective as of the time designated in that notice. Any such termination by City shall not relieve BCT of its obligations or liability to City arising hereunder that relate to or arise from events occurring before the termination or early expiration of this Contract.

(f) This Agreement contains the complete terms, conditions, understandings, representations and covenants between the City and BCT concerning the matters set forth herein. Unless stated herein, any prior negotiations or understandings concerning these matters are merged herein and of no effect.

In witness whereof, the undersigned, duly authorized representatives of the parties have affixed their signatures with the intent to bind their respective entities to the obligations in this Agreement.

BIRMINGHAM CHILDREN'S THEATRE

By: _____
Printed Name: Jack R. Lammon
Its: Executive Director
Date: _____

CITY OF MOUNTAIN BROOK, ALABAMA

By: _____
Printed Name: Lawrence T. Oden
Its: Mayor
Date: 10/13/2014

BIRMINGHAM CHILDREN'S THEATRE
City of Mountain Brook Request for Contract of Services

Name of the Organization:

Birmingham Children's Theatre

Mission of the Organization:

To educate, entertain and enrich the lives of children through the magic of professional theatre.

Request:

Birmingham Children's Theatre requests a \$5,000 contract for funds from City of Mountain Brook to provide services that create and increase access to live theatre to Mountain Brook school students, parents and teachers. BCT will also provide on-site Study Guide Live to one grade level of the elementary schools in the city.

Agency Background:

Birmingham Children's Theatre (BCT), established in 1947, is one of the nation's oldest and largest professional theatre companies for young audiences. The mission of Birmingham Children's Theatre (BCT) is to educate, entertain and enrich the lives of children through the magic of professional theatre. BCT produces high-quality, professional theatrical entertainment and curriculum-relevant arts education experiences for children and families. BCT reaches upwards of 150,000 young people annually through its performances in Birmingham and on tour throughout Alabama and the Southeast. In its seven decades, BCT has touched the lives of more than 12 million children.

BCT celebrates the connection between literature and theatre and bridges professional theatrical entertainment with relevant curriculum-based education experiences for children. Research has shown that when students have access to arts education they perform better academically, participate more actively in extracurricular activities and are more likely to pursue higher education. BCT is committed to live theatre for young audiences within a professional theatre setting.

BCT is second largest employer of professional theatre artists in Alabama. As the resident professional theatre of the Birmingham-Jefferson Convention Complex (BJCC), BCT operates the 150-seat Dominick Studio Theatre, the Intimate 250-seat Wee Folks Theatre for students ages 3-6 and the larger 900-seat MainStage Theatre for students ages 6-up.

For the 2014-2015 season, Birmingham Children's Theatre is producing nine works including two newly commissioned scripts and an Alabama premiere. BCT On Tour will tour four productions to rural Alabama and the Southeastern United States; the Academy will offer workshops and master classes; and we will provide additional community education programming. BCT's Academy of Performing Arts workshops and camps provide individualized instruction and theatre training for students ages 4-16 each year.

BCT's ongoing *New Voices Project* has commissioned more than 50 original scripts, stories, musicals and adaptations for young audiences since 1982. BCT maintains a commitment to discovering new voices among playwrights, and the presentation and experimentation in dramatic literature for youth. It is Alabama's only ongoing new play development project that focuses specifically on theatre for young audiences.

BIRMINGHAM CHILDREN'S THEATRE
City of Mountain Brook Request for Contract of Services

2014-2015 Season Request for Services:

Birmingham Children's Theatre desires to enter into a contract for services with the City of Mountain Brook thereby increasing opportunities for learning in the Mountain Brook School System. BCT is a community resource that provides the City of Mountain Brook students, parents and teachers access to live theatre within a professional theatre setting. The children benefit from the exposure, immersion and integration of arts education. At BCT, we are "education" wrapped in amazing, inspiring productions that engage your students. The productions that BCT chooses to present are relevant, fresh stories covering a variety of topics and classroom literature suggestions and requirements. Generation after generation of Mountain Brook residents have attended performances – children, parents, grandparents, great grandparents. Yearly, all four of the Mountain Brook elementary schools attend BCT with over 2,000 elementary students attending a BCT performance during the 2013-2014 season. This does not include children attending from Mountain Brook daycares, performances at the Emmett O'Neal library and public performances.

As part of BCT's mission to integrate the arts into classroom academics, BCT will provide an on-site Study Guide Live for one grade level at each Mountain Brook elementary school for a BCT production of their choice. The Study Guide Live Program is a supplement to the Study Guide offered to teachers for each show, but taken to the next level. All BCT Study Guides are tailored for each PreK-8th grade classroom and are carefully designed to include both National Arts Standards and State curriculum standards outlined by the Alabama Course of Study.

Study Guide Live focuses on the merit of language arts, its relevance in everyday life and its usefulness in the career field. It is an interactive program that seeks to educate children through the art of theatre with a focus on communication, imagination and team-work. Prior to attending the BCT production, BCT staff and teachers work together to create an age appropriate and relevant curriculum, based on state standards with focuses on subjects such as history, language arts and theatre craft. Students will participate in theatre games and warm ups, and they will also be introduced to various theatre careers, practices and etiquette. These activities will stimulate lively responses and multi-sensory explorations of concepts in order to use the theatrical event as a vehicle for cross-curriculum and language arts learning. Session will last approximately one hour at a time designated by the teacher and school.

Birmingham Children's Theatre also provides access to Study Guides that empower teachers and parents with customized lesson plans, concrete examples of cross-curriculum learning and specified arts integration techniques, while challenging students of all ages to bridge their arts experiences with current educational standards. These well researched resources will be available for all BCT productions and are sure to become a key in-school component for supporting and sustaining arts education both in and out of the classroom.

BCT instills a love of theatre while imparting important life lessons and addressing issues facing our children. This season, our productions will share messages and principles such as being polite means learning to show respect for other people, that all messes are not mistakes, nothing is ever hopeless and that any problem can be solved with a little bit of thinking. During Black History month, we will present *Play To Win*, the Jackie Robinson story, an iconic figure from American history who showed the power of determination and perseverance in the face of injustice. Also, BCT will produce a nostalgic musical about adventure, hope and the power of family, *Babes in Toyland*, and one of America's favorite stories *The Wizard of Oz*, a journey of a young girl and some unlikely friends who learn the power of friendship and the real meaning of home when meeting a magical cast of characters.

BIRMINGHAM CHILDREN'S THEATRE
City of Mountain Brook Request for Contract of Services

Main Stage productions - A Season of Nostalgia for students in grades 2-8 include:

<i>The Wizard of Oz</i>	September 30 - October 10, 2014	22 performances
<i>Babes in Toyland</i> **	December 2 - 19, 2014	28 performances
<i>Play To Win</i> + (Jackie Robinson Story)	February 3 - 20, 2015	30 performances
<i>Robin Hood</i> *	April 8 - 29, 2015	30 performances

Summer Series - productions for families:

<i>Three Little Kittens</i>	June 3 - 14, 2014	20 performances
<i>Goldilocks and the Three Bears</i>	July 22 - Aug. 2, 2014	20 performances

Wee Folks Productions - A Season Fit for A King for students in grades preK-1 include:

<i>Rumpelstiltskin</i> +	Sept. 16 - Oct. 3, 2014	32 performances
<i>An Elf Tale</i> *	Nov. 24 - 25; Dec. 1 - 19, 2014	42 performances
<i>The Queen of Hearts</i> and <i>the Terrible Torts</i> +	Feb. 2 - 20; April 13 - 24, 2015	60 performances

- * New commissioned work
- ** Birmingham premiere
- + Will also tour with BCT On Tour

Goals and Objectives

Birmingham Children's Theatre strives to meet the following goals each and every season: (1) Provide ideas and tools for teachers to utilize in their existing programs along with ways to use theatre arts in other areas of study, such as history, social studies and language arts; (2) To help students gain a better understanding of theatrical arts, which research has shown brings overall improvement in their other educational studies; and (3) To introduce theatre arts to students who may never have attended a professional live theatre performance.

Key Personnel

Jack R. Lemmon (Executive Director) Jack has worked in the performing arts for over 30 years as an executive director and as a funder. He has led several large ballet companies and served at the National Endowment for the Arts as both Program Administrator and Program Specialist. He has been a panelist for the National Endowment for the Arts and the Michigan Council for Arts & Cultural Affairs. He served on the board of the Partnership for Creative Economies (KY) and chaired the board of the Arts and Cultural Attractions Council in Louisville, KY, and the Chicago Dance Alliance.

Jen Nelson Lane (Director of Production and Education) Jen has spent the past 16 years working in professional theatre, from regional companies to Broadway. Favorite credits include *The Light in the Piazza* and *The Rivals* at Lincoln Center Theatre. She spent 3 seasons as Resident Stage Manager for Cornell University, and 4 seasons as Production Stage Manager for the Alabama Shakespeare Festival. She holds a BA in Theatre from Louisiana Tech University and an MFA in Stage Management from Alabama Shakespeare Festival/University of Alabama.

BIRMINGHAM CHILDREN'S THEATRE
City of Mountain Brook Request for Contract of Services

Staff: BCT maintains a full-time administrative and production staff of 15, and will employ over 100 professional theatre artists in 2014-2015 including actors, directors, choreographers, designers, costumers, musicians, technicians and teaching artists

Need

Arts education plays an important role in providing Alabama students with a well-rounded education. "The arts provide a vehicle through which to learn almost any subject currently taught in public schools today, but regrettably arts education is one of the first programs to be lost when budgets are limited," said Tommy Bice, State Superintendent of Education, in a statement. "It is imperative that we create a priority for the arts in our total school program for it is through this creative learning experience so many of our students find their 'voice' -- in its broadest sense."

U.S. Secretary of Education Arne Duncan remarks that "arts education can help build the case for the importance of a well-rounded, content-rich curriculum in at least three ways. First, the arts significantly boost student achievement, reduce discipline problems and increase the odds that students will go on to graduate from college. Second, arts education is essential to stimulating the creativity and innovation that will prove critical to young Americans competing in a global economy. Add that, but not least, the arts are valuable for their own sake, and they empower students to create and appreciate aesthetic works."

Every season, BCT performs a series of shows for local school children and the general public giving children and families the opportunity to share the total theatre experience. BCT is open to all children, regardless of age, race, religion or nationality. Over 50% of the youth that attend BCT performances are from culturally and financially underserved communities. BCT seeks to expose its youth-centric audiences to new heritages, traditions and art forms by producing works that elevate the public perception of art and continue to reinforce the artistic merit of live theatre for young audiences. Regardless of the need, BCT continues to maintain a policy of ensuring that children can attend a performance and works closely with many schools and families to provide complimentary tickets or subsidized tickets to the underserved communities. Through generous contributions from institutional donors and individuals, BCT makes performances available to all students in the Greater Birmingham metropolitan area.

Project Evaluation

BCT will evaluate the entire season by collecting standard metrics of participation including numbers of teachers served through the utilization of BCT Study Guides, number of students served through in-school theatre education workshops and overall number of schools, teachers, students and individuals reached by BCT's performances at home and on tour. Beyond these standard attendance measures, BCT's Director of Production and Education will oversee formal and informal evaluation of all education programs and activities. Both written and electronic surveys will be distributed to attendees to collect feedback regarding the quality of work presented, professionalism and instructional techniques displayed by teaching artists and staff and the overall degree to which attendees benefited and felt engaged. Additionally, both anecdotal and formal survey feedback will be sought from home season and tour performance attendees from which all formal evaluation and statistical analysis will occur, and if BCT is meeting its specific objectives by producing a long-term impact on attendees. All evaluations inform BCT staff and board committees in determining future programming.

STATE OF ALABAMA
JEFFERSON COUNTY

CONTRACT FOR SERVICE

WHEREAS this contract entered into this 13th day of October 2014, by and between the City of Mountain Brook, Alabama, hereinafter referred to as "City", and the Exceptional Foundation, Federal ID #63-1096855, hereinafter referred to as "Contractor":

WHEREAS, Contractor is a duly incorporated non-profit corporation, incorporated under the laws of the State of Alabama

WHEREAS, Contractor has agreed to accept a General Fund appropriation from City hereinafter designated and to thereafter perform in consideration thereof, the herein described public services and the provisions of this contract:

NOW, THEREFORE, in consideration of the above premises and consideration of mutual covenants and agreements contained herein, the parties hereto do hereby agree, covenant and contract as follows:

1. For the fiscal year ending September 30, 2014, City will pay to Contractor the following amount: **\$7,500.**
2. That upon receipt by Contractor of the contract funds contemplated herein, Contractor shall be responsible for providing the personnel, supplies, equipment and expertise necessary to comply with all provisions, stipulations, terms and conditions of this contract.
3. Contractor is an independent contractor and none of its agents, servants or employees shall be deemed to be under control of City nor in any way shall any of its agents, servants or employees or other persons, firms or corporations conducting business for Contractor be deemed to be employees or agents, servants or employees of City.
4. Contractor shall indemnify and save City safe and harmless from any claims made by any person, firm or corporation against City for injury to property or person arising directly or indirectly out of any activity or pursuit of Contractor, which said obligation of indemnity shall include the payment by Contractor to City of any and all attorneys' fees, costs of defense and judgments rendered, if any, in favor of such person, firm or corporation.
5. Contractor shall provide to the City and to the residents of the City the following public services during the applicable fiscal year:
To provide social and recreational activities to individuals with special needs.
6. Contractor shall be responsible for providing its eligible employees medical, dental, life and disability insurance as Contractor shall deem advisable. No agents, servants or employees of Contractor shall be provided nor be eligible for medical, dental, life or disability insurance under any policy or policies offered or provided by or in the name of City or any of its agencies. No employees of Contractor will be carried as an insured on any City insurance policy nor will any Contractor employee be eligible for retirement or other benefits offered by City to City employees.
7. Contractor shall be responsible for all filing and accounting responsibilities for its corporation and its employees, including but not being limited to Social Security, all federal and state tax reporting, unemployment compensation and retirement benefits.
8. Contractor will keep complete records of all sums of money received from City and complete records of all disbursements and purchases from such funds. Contractor will submit upon request, and in no event less than quarterly, itemized statements to the City listing all purchases and expenditures from the contract funds provided by City.

9. Audit of Funds: Contractor agrees to employ accounting procedures which are appropriate to the type of operation conducted and which are customary to similar operations. All records pertaining to this agreement shall be maintained by Contractor for a period of three (3) years after termination of this contract. Contractor agrees to arrange and assume all financial obligations for required audits provided for in grant application or the grant itself, utilizing the normal City Auditing Procedures.

Contractor agrees that upon request from City, Contractor will submit to and cooperate with periodic audits by the City Auditors or other City requested audit procedures.

10. Contractor agrees that it will establish and maintain all accounting records, document all project costs and keep all invoices, checks and financial records separate, will make progress reports as required by the City or other applicable agency or governmental entity and otherwise do all things undertaken by City in connection with any such grant, payment or other contract by which such funds are supplied.

11. Contractor will retain all books, records and other documents relative to this agreement, or any part thereof, for a period of three (3) years after project termination or close out. City or any other parties entitled to such records provided in any separate grant document or contract executed by and between the City and any other supplier of funds which are ultimately paid to or for the use and benefit of Contractor, shall have full access to and right to examine any of said materials at all reasonable times during said period.

12. In the event that Contractor shall in any manner fail to comply with any provisions or requirement of any grant document or contract or provisions of this agreement, such failure will constitute a default and unless corrected by Contractor within thirty (30) days following receipt of written notice from City of such default, shall be deemed a breach of this agreement and City shall have a right to terminate this agreement by giving ten (10) days written notice of such termination.

ATTEST:
Steven Bean
Witness

CITY OF MOUNTAIN BROOK
By: *Kevin Allen*
Mayor
10/13/2014

ATTEST:

Witness

CONTRACTOR (EXCEPTIONAL FOUNDATION)
By Tricia Kirk
As Its Executive Director

AGREEMENT FOR SERVICES

THIS AGREEMENT made this 13th day of October, 2014 by and between the CITY OF MOUNTAIN BROOK, ALABAMA ("Mountain Brook"), a municipal corporation of the State of Alabama, and the BIRMINGHAM ZOO, INC. ("Zoo"), an Alabama non-profit corporation.

WHEREAS, the City desires to increase the learning opportunities for students who attend Mountain Brook City Schools; and

WHEREAS, the Zoo has developed certain programs, exhibits, and learning opportunities which, in the City's opinion, will be helpful and instructive to said students; and

WHEREAS, such programs, exhibits, and learning laboratories are not available at Mountain Brook City Schools; and

WHEREAS, the Zoo has agreed to work cooperatively with and assist the City with future public works projects; and

WHEREAS, the City has agreed to pay the Zoo the sum of Fifty Thousand Dollars (\$50,000.00), in consideration of the Zoo providing the City the services referred to in this Agreement.

NOW, THEREFORE, consideration of the premises and in consideration of the covenants and agreements contained herein, the City and the Zoo hereby agree as follows:

1. The City shall pay to the Zoo Seventy-Five Thousand Dollars (\$50,000.00) in June of 2015.
2. In consideration of the payment of the funds as provided herein, the Zoo shall provide at least the following services to the City ("Services"):
 - a. The Zoo will provide guides and educational enrichment for all pre-scheduled field trips to the Zoo from Mountain Brook City Schools for one (1) year from the date of execution of this Agreement. In addition, all participants in pre-scheduled field trips from Mountain Brook City Schools to the Zoo will be eligible to participate in the Zoo's group discount admission program.
 - b. The Zoo will provide to Mountain Brook City Schools a series of educational programming and classes targeting elementary, middle, and high school students free of charge for one (1) year from the date of execution of this Agreement.
 - c. The Zoo will use its best efforts to work cooperatively with the City and provide assistance and support to the City with the City's future public works projects that are located near the Zoo.
3. The Zoo agrees to continue to allow Mountain Brook to store the soil, dirt, earth and other excavated material that was removed as a result of the City's Flood Control Project ("Materials") where the Materials are currently stored. Mountain Brook will remove the Materials on or before September 30, 2015. If Mountain Brook is unable to remove the Materials by said date, the parties agree to negotiate in good faith to extend the time period for storage of the Materials.

4. The Zoo shall provide the personnel, supplies, equipment, and expertise necessary to fulfill its obligations to Mountain Brook City Schools under the terms of this Agreement. The Zoo is an independent contractor and none of its agents or employees shall be deemed to be under the control of the City nor shall any of the agents or employees, or other persons, firms, or corporations conducting business for or on behalf of the Zoo be deemed to be agents or employees of the City.

5. The Zoo shall indemnify the City and its agents, employees, and elected officials and hold them harmless from and against all actions, causes of action, claims, demands, damages, losses and expenses of any kind, including, but not limited to attorneys' fees and court costs, which may be asserted against, or suffered by the City or its agents and employees arising out of, or in connection with: (a) the performance or attempted performance by the Zoo or its agents or employees of the Zoo's obligations under this Agreement; and (b) any claim that the payments described herein were improperly paid by the City to the Zoo.

6. The Zoo agrees to employ accounting procedures which are appropriate to the types of operation conducted by the Zoo and which are customary to similar operations. All financial records and other documents pertaining to this Agreement shall be maintained by the Zoo for a period of three (3) years after the expiration or termination of this Agreement. The City shall have full access to, and the right to examine any of such financial records and other documents at all reasonable times during the term of this Agreement and during said three-year period. The Zoo agrees that upon request from the City, the Zoo will submit to and cooperate with periodic audits by the Alabama Department of Public Examiners or other audit procedures requested by the City.

7. If the Zoo fails to comply with the provisions of this Agreement, such failure shall constitute a default under this Agreement and, unless corrected by the Zoo within thirty (30) days following receipt of written notice for the City of such default, shall be deemed a breach of this Agreement and the City shall have a right to terminate this Agreement by giving The Zoo twelve (12) days prior written notice of such termination, and the City shall not be obligated to make any additional payments to the Zoo. Such termination of this Agreement by the City shall not relieve the Zoo of any of its obligations or liabilities to the City under the provisions of paragraph 4 of this Agreement, whether such obligations or liabilities occur or accrue before or after the termination of this Agreement.

In witness whereof, the Birmingham Zoo, Inc. has caused this Agreement to be executed by its duly authorized Chief Executive Officer and the City of Mountain Brook has caused this Agreement to be executed by its duly authorized Mayor, all as of the ___ day of October, 2014.

CITY OF MOUNTAIN BROOK

BIRMINGHAM ZOO, INC.

Lawrence T. Oden

William R. Foster
Chief Executive Officer, Birmingham Zoo, Inc.

Lawrence T. Oden
Mayor, City of Mountain Brook

Attest: *Steven Boone*

Attest: _____

Steven Boone
City Clerk

Name/Title: _____



October 11, 2014

City of Mountain Brook
56 Church Street
Mountain Brook, Alabama 35213

Attention: Mr. Sam Gaston
City Manager

Reference: Beech Street Drainage Study

Dear Mr. Gaston:

In our evaluation of the Beech Street drainage problem, we had proposed to evaluate the possible impacts of the two phases of the Tapestry development. We had been told that Tapestry II had presented a drainage study to the City of Mountain Brook and assumed that Tapestry I would have prepared a drainage study to support its development. Our plan of action was to review the drainage studies of the two developments and possibly perform hydrologic modeling based on the parameters as given in the study reports.

In the course of our study it was found that the drainage study for Tapestry II only included the 100 acre drainage basin that drains through the St. Francis Church property and did not include the major 300 acre basin that drains to Beech Circle. In addition, the engineers for Tapestry I could not produce a drainage study for Tapestry I. Due to this, School had to model the 400 acre basin from scratch, and then to model various scenarios of development to meet the goals of the study.

We had originally budgeted \$5,600 for the hydrologic review, and have spent \$13,090 (David Hains' time) on this task. By this letter, we are requesting that the City of Mountain Brook increase our total fee for the project by \$5,000 (from \$13,500 to \$18,500) to partially offset the charges resulting from the change in work scope.

I appreciate your consideration of this matter.

Sincerely,

WALTER SCHÖEL ENGINEERING CO., INC.

Walter Schoel

Walter Schoel, III, Ph.D., P.E.
Ala. Reg. No. 16519
President

*MOTION
2014-134*

Established in 1988
WALTER SCHÖEL ENGINEERING COMPANY, INC.
1001 82nd Street South • Birmingham, Alabama 35208
P 205-323-8155 • F 205-328-2262 • school.com

Project Detail	Job-to-Date through 10/31/2014	Monday, October 13, 2014 10:50:26 AM	
Estimate Overhead	Total Hours	Billing	
* F 012 Hains, David 7/8/2014	1.00	170.00	
Review Tapestry 1			
* F 012 Hains, David 7/17/2014	1.00	170.00	
Review & Discuss Tapestry 1 w/ WS3			
F 012 Hains, David 8/7/2014	2.00	340.00	
Review Drainage areas			
F 012 Hains, David 8/6/2014	3.00	510.00	
Drainage areas for modeling			
F 012 Hains, David 8/11/2014	6.00	1,020.00	
Hydrology model workup/inter existing slides/mapping			
F 012 Hains, David 8/22/2014	2.00	340.00	
data to LBYC			
F 012 Hains, David 8/26/2014	8.00	1,360.00	
Look at job topic 1893 GIS/compare w/ 2001 GIS			
F 012 Hains, David 8/27/2014	6.00	1,020.00	
Pond topo			
F 012 Hains, David 8/28/2014	8.00	1,360.00	
Flood profile of channel adjacent to Tapestry			
F 012 Hains, David 8/29/2014	8.00	1,360.00	
Set up Hect 1			
F 012 Hains, David 8/30/2014	4.00	680.00	
Meet			
F 012 Hains, David 8/30/2014	8.00	1,360.00	
Hect Setup			
F 012 Hains, David 9/01/2014	8.00	1,360.00	
Add Ponds from other/then Post/Compare to other/then Pre			
F 012 Hains, David 9/10/2014	4.00	680.00	
Site Visit/High Hect w/ FX pond Rating & Channel routing			
F 012 Hains, David 9/11/2014	1.00	170.00	
Model Beaver Dams @ SL FX			
Total for 012	68.00	11,540.00	
Total for B/Sable	68.00	11,540.00	
Total for Principal	68.00	11,540.00	
17 Senior Civil Engineer			
Y B/Sable			
F 041 Nelson, John 8/15/2014	1.00	120.00	
Determine lot parcel information in proximity of creek			
F 041 Nelson, John 8/18/2014	1.00	120.00	
Acquire parcel image to match topo & houses & plot exhibits			
Total for 041	2.00	240.00	
Total for B/Sable	2.00	240.00	
Total for Senior Civil Engineer	2.00	240.00	
74 Environmental Specialist 2			
Y B/Sable			
F 112 McWilliams, Bradley 8/15/2014	1.00	120.00	
Establish showing property owners within study area			
Total for 112	1.00	120.00	
Total for B/Sable	1.00	120.00	
Total for Environmental Specialist 2	1.00	120.00	
88 Intern Support			
Y B/Sable			
F 107 School, Brooks 8/25/2014	6.00	330.00	
Site visit from 8:15-11:15 and then pulling together report for HGBI			
F 107 School, Brooks 8/21/2014	2.00	110.00	
Report in Microstation for Beech Street			
F 107 School, Brooks 8/25/2014	3.00	165.00	
Exhibit			

68.00	11,540.00
68.00	11,540.00
68.00	11,540.00

*Plus 4 hours last week
9 @ \$170 = 1530
11,540 + 1530
= \$ 13,070*

APPENDIX 15

Project Detail	Job-to-Date through 10/31/2014	Monday, October 13, 2014 10:50:08 AM	
Estimate Overhead	Total Hours	Billing	
Project Number: 14128-08 Beech Street Drainage			
Phase Number: 01 Hydrologic Consulting			
Total for			
14128-08 Beech Street Drainage			
01 Senior Principal			
Y B/Sable			
* F 044 School II, Walter 7/7/2014	.50	112.50	
Out w David on Beech			
* F 044 School II, Walter 7/14/2014	2.00	450.00	
Attend Council meeting, read the information			
* F 044 School II, Walter 7/15/2014	1.50	337.50	
Review information from LBYC, etc			
* F 044 School II, Walter 7/18/2014	.50	112.50	
Develop plan of attack			
F 044 School II, Walter 7/22/2014	.50	112.50	
Look at basin model			
F 044 School II, Walter 7/25/2014	.50	112.50	
Review status w Sam G.			
F 044 School II, Walter 7/28/2014	1.00	225.00	
Review w David H.			
F 044 School II, Walter 8/7/2014	1.50	337.50	
Review basin map			
F 044 School II, Walter 8/13/2014	1.00	225.00	
Status update			
F 044 School II, Walter 8/15/2014	.50	112.50	
Out to Sam G.			
F 044 School II, Walter 8/18/2014	1.00	225.00	
Review the properties affected			
F 044 School II, Walter 8/19/2014	1.00	225.00	
Prep for meeting w Mt. Brook			
F 044 School II, Walter 8/20/2014	3.50	787.50	
Walk site, mark up photographs			
F 044 School II, Walter 8/21/2014	1.00	225.00	
Work with Brooks on plan			
F 044 School II, Walter 8/28/2014	1.00	225.00	
Review w DH			
F 044 School II, Walter 8/4/2014	.50	112.50	
Review w DH			
F 044 School II, Walter 8/11/2014	.50	112.50	
Review w David Hains			
F 044 School II, Walter 8/18/2014	.50	112.50	
Review w DH			
F 044 School II, Walter 8/26/2014	.50	112.50	
Review w DH			
Total for 044	19.00	4,275.00	
Total for B/Sable	19.00	4,275.00	
Total for Senior Principal	19.00	4,275.00	
02 Principal			
Y B/Sable			
Review LBYC Plans/compare with Hinch/McD Plans	1.00	170.00	
* F 012 Hains, David 7/15/2014	1.00	170.00	
Review Sat Plans			

Memorandum

To: Sam Gaston, City Manager
 CC: Mayor and members of the City Council
 From: Steven Boone *S. Boone*
 Date: 10/9/2014
 Re: Retirement Window Analysis

City of Mountain Brook, Alabama
 Statement of Fiduciary Net Position
 Other Post-Employment Benefits Trust Fund
 September 30

	2013	2012
ASSETS		
Certificates of deposit, at fair value	\$ 1,280,448	\$ 925,335
TOTAL ASSETS	<u>1,280,448</u>	<u>925,335</u>
LIABILITIES		
Accounts payable and accrued liabilities	0	0
TOTAL LIABILITIES	<u>0</u>	<u>0</u>
NET POSITION HELD IN TRUST FOR OTHER POST-EMPLOYMENT BENEFITS	<u>\$ 1,280,448</u>	<u>\$ 925,335</u>

Background
 In 2002, the City adopted a resolution (No. 02-072) which allows retirees to continue their participation in the City's group medical insurance plan provided they have at least 30 years of service with the City (any age) or at least 15 years of services if age 60 or older. Such participation is limited to the earlier date of the retiree's becoming eligible for Medicare benefits (whether by age or disability) or 13 years. At present, the monthly cost of such retiree coverage is as follows:

	City	Retiree	Total
Family	\$1,058	\$444	\$1,502
Single	\$679	\$138	\$817

Generally, annually the City Council considers extending this benefit to other employees with 20 years of service (any age) or 10 years of service if age 60 or older. The last such resolution was adopted October 14, 2013 (2013-147) which opened the retirement window from November 1, 2013 through June 1, 2014. Recently, one employee has expressed interest in retiring provided they can secure access to the City's group medical insurance plan.

The net cost (savings) to the City results from the replacement of the retiring employee ultimately with an entry level employee after considering the various internal promotions. Those retiring are generally receiving the maximum annual longevity compensation whereas their replacements are not eligible for longevity compensation for six (6) years. Longevity compensation starts at 1-1/2% of annual compensation (before applying the annual cap) and increases at the rate of 1/2% annually over the ensuing 20 years before attaining the maximum amount of 8-1/2% of annual compensation (again, before applying the annual cap). Following is an illustration of the annual savings for one police officer with family medical coverage carrying said coverage for the maximum duration of 13 years:

Year	Net Retiree Medical Premium	Longevity/Benefit (Savings) (017: \$33,280 @ 0.33% (7.2%)	Net Salary/Benefit (Savings) (017: \$17,650 @ 0.61%	Annual (Savings)
1	\$12,108	(\$3,400)	(\$24,000)	(\$15,292)
2	12,108	(3,400)	(\$21,700)	(12,992)
3	12,108	(3,400)	(19,400)	(10,692)
4	12,108	(3,400)	(17,000)	(8,292)
5	12,108	(3,400)	(14,400)	(5,692)
6	12,108	(2,825)	(11,800)	(2,517)

2014-135

See accompanying notes to basic financial statements.

APPENDIX 16

October 9, 2014

Year	Net Retiree Medical Premium	Longevity/Benefit (Savings) (017: \$33,280 @ 0.33% (7.2%)	Net Salary/Benefit (Savings) (017: \$17,650 @ 0.61%	Annual (Savings)
7	12,108	(2,600)	(9,100)	408
8	12,108	(2,400)	(6,200)	3,508
9	12,108	(2,200)	(3,200)	6,708
10	12,108	(2,000)	(0)	10,108
11	12,108	(1,800)	(0)	10,308
12	12,108	(1,600)	(0)	10,508
13	12,108	(1,400)	(0)	10,708
	\$157,404	(\$33,825)	(\$126,800)	(\$3,221)

Note: The above illustration (a police officer) represents a conservative analysis of the aggregate savings over a 13 year period. The annual savings increases for higher ranking/compensated employees. Additionally, the aggregate savings increases for employees over the age of 52 who elect to retire as their participation in the group medical insurance plan will not last for 13 years.

The above analysis takes into consideration only the annual cost (savings) from the retiring employee and their replacement. Beginning in 2008, the City was required to account for retirees' medical coverage in a manner similar to its accounting for the pension plan (namely a footnote to the annual audited financial statements). The City now "accrues" a portion of the retirees' medical cost over the life of their employment (normal cost) and amortizes the unfunded liability over 30 years. Attached are the Other Post-Employment Benefits (OPEB) balance sheet, income statement, and Note 7 from the 2013 audit report further describing the City's retiree medical insurance program.

In spite of the \$2.3 million unfunded liability for retiree medical cost, in my opinion, the City's policy of allowing its retirees to continue their participation in the City's group medical plan is justified for the following reasons:

1. Employees morale by a) increasing promotional opportunities and b) allowing employees emotionally ready for retirement the opportunity to do so
2. Reduces workers' compensation exposure especially in the more labor intensive positions

City of Mountain Brook, Alabama
 Statement of Changes in Fiduciary Net Position
 Other Post-Employment Benefits Trust Fund
 Year Ended September 30

	2013	2012
ADDITIONS		
Contributions		
Employer	\$ 670,923	\$ 654,828
Plan members	128,202	128,308
Investment earnings	15,378	11,762
TOTAL ADDITIONS	<u>814,503</u>	<u>794,898</u>
DEDUCTIONS		
Benefits	478,125	478,138
Administrative expense	282	5,000
TOTAL DEDUCTIONS	<u>478,407</u>	<u>483,138</u>
NET INCREASE	<u>335,113</u>	<u>311,762</u>
Net position held in trust for other post-employment benefits, beginning of year	925,335	613,573
NET POSITION HELD IN TRUST FOR OTHER POST-EMPLOYMENT BENEFITS, END OF YEAR	<u>\$ 1,260,448</u>	<u>\$ 925,335</u>

See accompanying notes to basic financial statements.

City of Mountain Brook, Alabama
Notes to Financial Statements

E. Additional Information
Following is additional information obtained from the most recent actuarial valuation:

Valuation date	September 30, 2012
Actuarial cost method	Entry age
Amortization method	Level percent open
Remaining amortization period	30 years
Asset valuation method	5-year smoothed market
Actuarial assumptions:	
Investment rate of return	8.00%
Projected salary increases	3.75 - 7.25%
Included in liability	3.00%
Cost-of-living adjustments	None
Number of active members	318
Number of retired members and beneficiaries	43
Annual retirement allowances	\$ 3,438,743

7. Post-employment benefits
Plan Description. The City of Mountain Brook's medical benefits are provided to employees upon actual attainment through participation in the Local Government Health Insurance Plan (LGHIP) administered by the State Employee Insurance Board (SEIB).

The employer pays a portion of the medical coverage for the retiree and dependants for a maximum of thirteen years after retirement or, if earlier, until the attainment of Medicare eligibility. Eligibility for post-retirement coverage is as follows: completion of 30 years of service at any age. Periodically, eligibility is extended to employees at 20 years of service and any age or at age 60 and completion of 10 years of service. Complete plan provisions are contained in the official plan documents.

Contribution Rates. Employees do not contribute to their post-employment benefits costs until they become retirees and begin receiving those benefits. The plan provisions and contribution rates are contained in the official plan documents.

Fund Policy. Until 2008, the City of Mountain Brook recognized the cost of providing post-employment medical benefits (the City of Mountain Brook's portion of the retiree medical benefit premiums) as an expense when the benefit premiums were due and thus financed the cost of the post-employment benefits on a pay-as-you-go basis. In 2011 and 2012, the City of Mountain Brook's portion of health care funding cost for retired employees totaled \$350,823 and \$364,828, respectively.

Effective October 1, 2008, the City of Mountain Brook implemented Government Accounting Standards Board Statement Number 48, Accounting and Financial Reporting by Employers for Post-employment Benefits Other than Pensions (GASB 48). This amount was applied toward the Net OPEB Liability obligation as shown in the following table.

Annual Required Contribution. The City of Mountain Brook's Annual Required Contribution (ARC) is an amount actuarially determined in accordance with GASB 45. The ARC is the sum of the Normal Cost plus the contribution to amortize the Unfunded Actuarial Accrued Liability (UAAAL). A level dollar, open amortization period of 30 years (the maximum amortization period allowed by GASB 45) has been used for the post-employment benefits. The actuarially computed ARC is as follows:

City of Mountain Brook, Alabama
Notes to Financial Statements

	2011	2012
Actuarial Accrued Liability (AAL)	\$ 3,480,421	\$ 3,166,271
Actuarial Value of Plan Assets	1,920,448	1,753,333
Unfunded Actuarial Accrued Liability (UAAAL)	\$ 2,299,873	\$ 2,432,938
Funded Ratio (Actuarial Value of Assets/AAL)	55.40%	55.33%
Covered Payroll (active plan members)	\$13,750,208	\$13,895,796
UAAAL as a percentage of covered payroll	16.73%	17.18%

Actuarial Methods and Assumptions. Actuarial valuations involve estimates of the value of reported amounts and assumptions about the probability of events in the future. The actuarial valuation for post-employment benefits includes estimates and assumptions regarding (1) turnover rate; (2) retirement rate; (3) health care cost trend rate; (4) mortality rate; (5) discount rate (investment return assumption); and (6) the period to which the costs should apply (past, current, or future years of service by employees). Actuarially determined amounts are subject to change. Reasonable estimates and assumptions are used in the valuation.

The actuarial valuations are based on the types of benefits provided under the terms of the substantive plan (the plan as understood by the City of Mountain Brook and its employee plan members) at the time of the valuation and on the pattern of sharing costs between the City of Mountain Brook and its plan members to that point. The projection of benefits for financial reporting purposes does not explicitly incorporate the potential effects of legal or members in the future. Consistent with the long-term perspective of actuarial valuations, the actuarial methods and assumptions used include techniques that are designed to reduce short-term volatility in actuarial liabilities and the actuarial value of assets.

Actuarial Cost Method. The ARC is determined using the Projected Unit Credit Cost Method. The employer portion of the cost for retiree medical care in each future year is determined by projecting the current cost levels using the healthcare cost trend rate and discounting the projected amount in the valuation date using the other described pertinent actuarial assumptions, including the investment return assumption (discount rate), mortality and turnover.

Actuarial Value of Plan Assets. Because of the nature of the investments in the trust, we have used actual market value as the actuarial value of assets. It is anticipated that in future valuations, should more reliable investments be used, a smoothed market value consistent with Actuarial Standards Board Actuarial Standards of Practice Number 6 (ASOP 6), as provided in paragraph number 129 of GASB Statement 45 would be used.

Turnover Rate. An age-related turnover scale based on actual experience has been used. The rates, when applied to the active employee census, produce a composite average annual turnover of approximately 10%.

Post-employment Benefit Plan Eligibility Requirements. It has been assumed that entitlement to benefits will commence three years after the earliest eligibility for retirement. Because of the variations in eligibility described under "Plan Description" above, eligibility for retirement has been assumed to be the earlier of: (1) attainment of age 60 with at least fifteen (15) years of service, and (2) completion of thirty (30) years of service at any age. Entitlement to benefits ceases upon the earlier of thirteen years after retirement and the date the retiree becomes eligible for Medicare benefits (whether by age or disability). Medical benefits are provided to employees upon actual retirement.

Investment Return Assumption (Discount Rate). GASB Statement 45 states that the investment return assumption should be the estimated long-term investment yield on the investments that are expected to be used to finance the payment of benefits. Since the ARC is currently being funded and invested with relatively conservative investments, we have performed this valuation using a 4% annual investment return assumption.

City of Mountain Brook, Alabama
Notes to Financial Statements

	2011	2012
Normal Cost	\$ 108,288	\$ 99,822
30-year UAL amortization amount	144,458	178,452
Annual required contribution (ARC)	\$ 250,967	\$ 274,194

Net Post-employment Benefit Obligation (Asset). The table below shows the City of Mountain Brook's Net Other Post-employment Benefit (OPEB) Obligation for fiscal years ending September 30:

	2011	2012
Beginning Net OPEB Obligation (Asset)	\$ (1,033,347)	\$ (867,403)
Annual required contribution	280,867	274,984
Interest on Net OPEB Obligation (Asset)	(41,414)	(28,898)
ARC Adjustment	69,274	28,592
OPEB Cost	299,227	285,884
Contributions	(320,000)	(300,000)
Current year retiree premium	(350,823)	(354,828)
Change in Net OPEB Obligation	(401,899)	(347,844)
Ending Net OPEB Obligation (Asset)	\$ (1,438,845)	\$ (1,033,347)

The following table shows the City of Mountain Brook's annual post-employment benefits (PEB) cost, percentage of the cost contributed, and the net unfunded post-employment benefits (PEB) liability for last five years:

Post Employment Benefits	Fiscal Year Ended September 30	Annual OPEB Cost	Percentage of Annual Cost Contributed	Net OPEB Obligation (Asset)
Medical/Dental	2012	\$ 260,227	24.01%	\$ (1,438,845)
Medical/Dental	2011	280,864	22.82%	(1,033,347)
Medical/Dental	2010	282,280	21.49%	(867,403)
Medical/Dental	2009	247,773	18.23%	(305,777)
Medical/Dental	2008	241,244	17.02%	(128,708)

Funded Status and Funding Progress. In the fiscal year ending September 30, 2013 and 2012, the City of Mountain Brook contributed \$320,000 and \$300,000, respectively, to its post-employment benefits plan over and above the retiree premium costs. The plan with accrued interest and unrealized gains/losses, has had assets of \$1,280,448 and \$1,753,333 as of September 30, 2012 and 2011, respectively. Based on the October 1, 2012 actuarial valuation, the most recent valuation, the Actuarial Accrued Liability (AAL) at the end of the year September 30, 2013 was \$3,480,421 which is defined as that portion, as determined by a particular actuarial cost method (the City of Mountain Brook uses the Projected Unit Credit Cost Method), of the actuarial present value of post-employment plan benefits and expenses which is not provided by normal cost.

City of Mountain Brook, Alabama
Notes to Financial Statements

Health Care Cost Trend Rate. The expected rate of increase in medical cost is based on a graded schedule beginning with 8% annually, down to an ultimate annual rate of 6.0% for ten years out and later.

Mortality Rate. The 1994 Group Annuity Reserving (GAR) table, projected to 2002, based on a blend of 80% of the unisex mortality rate and 20% of the unisex female mortality rate, was used. This is a published mortality table which was designed to be used in determining the value of accrued benefits in defined benefit pension plans. Projected future mortality improvement has not been used since it is our opinion that this table contains a sufficiently conservative margin for the population involved in this valuation.

Method of Determining Value of Benefits. The "value of benefits" has been assumed to be the portion of the premium after retirement date expected to be paid by the employer for each retiree and has been used as the basis for calculating the actuarial present value of OPEB benefits to be paid. We have used the "unblended" rates provided as required by GASB 45 for valuation purposes.

Inflation Rate. Included in both the Investment Return Assumption and the Healthcare Cost Trend rates above is an implicit inflation assumption of 3.50% annually.

Projected Salary Increases. This assumption is not applicable since neither the benefit structure nor the valuation methodology involves salary.

Post-retirement Benefit Increases. The plan benefit provisions in effect for retirees as of the valuation date have been used and it has been assumed for valuation purposes that there will not be any changes in the future.

Below is a summary of OPEB cost and contributions for the last three fiscal calendar years.

	2011	2012	2013
OPEB Costs	\$ 282,390	\$ 286,884	\$ 269,227
Contributions	200,000	300,000	320,000
Retiree premium	384,018	354,828	350,823
Total contribution and premium	\$641,018	\$654,828	\$670,823
Change in net OPEB obligation	\$ (358,628)	\$ (367,844)	\$ (401,899)
Ratio of contributions to cost	72.22%	104.87%	116.81%
Ratio of contributions plus premium to cost	214.93%	228.89%	248.11%

Commitments and contingencies

The City is obligated by the Jefferson County Commission for shared services. The assumptions for shared services charges to the City during 2012 and 2011 were as follows:

	2012	2011
Property tax commitments	\$ 198,834	\$ 187,347
Maintenance of roads and sidewalks	206,473	218,780
Jefferson County Transit-Department	143,820	112,401
Birmingham-Jefferson County Transit Authority	76,072	78,732
Board of Jefferson County	171,855	187,984
Birmingham Regional Planning Commission	12,350	12,350

APPENDIX 16

PROFESSIONAL SERVICES AGREEMENT

Between
The City of Mountain Brook and Skipper Consulting, Inc.

This Agreement is made by and between the City of Mountain Brook ("Client"), doing business at P.O. Box 130009, Mountain Brook, Alabama 35213-0009 and, Skipper Consulting, Inc. ("Consultant"), doing business at 3844 Vann Road, Suite 100, Birmingham, Alabama 35238.

Who agree as follows: Client requires professional traffic engineering services to perform a traffic study for South Brookwood Road and Brookwood Forest Elementary School. The Consultant shall be authorized to start work on the services outlined in this agreement upon execution of this Agreement. The Client and Consultant agree this agreement, together with Exhibit A referred to herein, constitute the entire agreement between them relating to this assignment.

1. **PROFESSIONAL SERVICES:** The Consultant agrees to perform the following Services under this agreement:

SEE EXHIBIT "A"

2. **CLIENT'S RESPONSIBILITIES:** Client, at its expense, will provide the Consultant with all required site information, existing plans, reports, studies, project schedules and similar information that is contained in its files. The Consultant may rely on the information provided by the Client without verification.

The Client will designate a representative who shall have the authority to act on behalf of the Client for this project.

The Client shall participate with the Consultant by providing all information and criteria in a timely manner, review documents and make decisions on project alternatives to the extent necessary to allow the Consultant to perform the scope of work within established schedules.

3. **COMPENSATION, BILLING, PAYMENT, AND PERFORMANCE SCHEDULE:** Skipper Consulting Inc. under on behalf of the City of Mountain Brook, undertake the work outlined in Exhibit "A" for a fixed fee as follows:

Work Task	Fee
Traffic Study	\$6,900.00

The CLIENT will be billed monthly based on the work completed during the billing period. Invoices are payable within 30 days from the receipt by the CLIENT, and such payment shall not be contingent or dependent upon any conditions or any action or undertaking of the CLIENT other than those conditions, if any, specifically set forth in this agreement.

If complications or other unforeseen factors cause a change in the scope of work outlined in Section 1 and/or Exhibit "A", the Consultant will notify the Client in writing of the changes and any adjustments to the fee required by such change. If the Client wishes to undertake tasks that are identified as being outside the proposed scope of services, the Consultant is prepared to amend this Agreement or submit a proposal for the additional work.

If for any reason, payment for invoices reaches more than 15 days past the due date, the Consultant shall have the right to stop work on the assignment until such payment is made. All past due invoices shall accrue interest at the rate of 1.5% per month. The Consultant will not be liable for any delays in project schedules caused for such work stoppage. Furthermore, should the Consultant be required to take legal action including, but not limited to, suit to collect for services, the client shall be responsible for all costs and reasonable attorney fees in the collection of all amounts due for services rendered under this Agreement, or any amendment hereto.

This proposal has been prepared with the expressed understanding that the selection of our firm to perform these professional services is based upon the qualifications, experience and reputation of the staff of Skipper Consulting, Inc., and not solely upon the cost of the services proposed. We trust the fees outlined herein are acceptable and within your project budgetary plans. We look forward to commencement of the work and will be glad to address any questions regarding the technical scope and/or schedule of fees for this proposal. If the Client should request additional prices for the scope of work included herein from other consulting engineers, please consider our proposal withdrawn in order to comply with Alabama Administrative Code Chapter 330-X-14-.05(f).

4. **STANDARD TERMS AND CONDITIONS**

Services provided by the Consultant shall be performed based on standard professional practices customary by the transportation engineering and planning profession and upon standards within the locality where the services are provided.

Consultant's relationship to Client shall at all times be that of an associate consultant, and at all times this relationship shall be governed by, and in strict accordance with, Client's contract with the consultant.

The Client shall, without limit, have final right of review and approval of all plans and specifications that shall be the essence of this agreement; however, review and approval shall not be withheld unreasonably.

The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

This agreement may be terminated by either party upon 10 days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination of this agreement, due to the fault of someone other than the Consultant, Consultant shall be paid for services performed to termination date, including reimbursements then due.

The Consultant agrees to furnish consulting services only, as may be required for any and all of Client's work. Consultant shall be responsible for coordination of his work with that of Client.

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Alabama.

APPENDIX 17

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect.

Neither party to this agreement shall be liable to the other for any loss, cost, or damages, arising out from or resulting from, any failure to perform in accordance with the terms of this agreement where the causes of such failure shall include, but not limited to, acts of God, strikes, lockouts, or other industrial disturbances, wars, whether declared or undeclared, blockades, insurrections, riots, governmental action, explosions, fire, floods, or any other cause not within the reasonable control of either party.

Consultant shall secure and maintain such insurance as will protect him from claims under the workers' compensation acts and from claims for bodily injury, death, or property damage that may arise from the performance of his services under and pursuant to this agreement. Certificates of such coverage will be provided to Client upon request.

To the fullest extent permitted by law, the Client and Consultant agree that, except for claims of indemnification, the time period for claims under this agreement shall expire one year following completion of the project.

Client shall provide Consultant access to the project site necessary for the Consultant to provide the services outlined.

Reuse of any documents or other deliverables pertaining to the project by the Client other than for the project for which documents or deliverables were prepared without written verification by the Consultant shall be at the Client's risk.

No employee or agent of the Consultant shall have individual liability to the Client.

The persons signing this agreement warrant that they have the authority to sign on behalf of the Client and Consultant.

APPROVED FOR CLIENT	APPROVED FOR SKIPPER Consulting, Inc.
By: <u>Lawrence T. Oden</u>	By: <u>Darrel B. Skipper</u>
Printed Name: <u>Lawrence T. Oden</u>	Printed Name: <u>Darrel B. Skipper</u>
Title: <u>Mayor</u>	Title: <u>President</u>
Date: <u>10/13/2014</u>	Date: <u>10/9/14</u>

Exhibit "A"
Scope of Work

The Consultant shall undertake a traffic study on behalf of the City of Mountain Brook to address concerns regarding traffic conditions on South Brookwood Road in the vicinity of Brookwood Forest Elementary School. Based on email correspondence and meetings between concerned citizens and the City, the scope of work to be performed is intended to address traffic congestion and potentially unsafe conditions which exist on South Brookwood Road, particularly related to afternoon carpool operations of Brookwood Forest Elementary School.

The Consultant will perform field data collection as required to undertake the project. This shall include conducting intersection turning movement traffic counts on South Brookwood Road at both entrances to Brookwood Forest Elementary School during morning and afternoon peak periods. A twenty-four hour machine traffic count including speed and vehicle classification will be performed on South Brookwood Road. The Consultant shall perform observations of traffic conditions during the morning and afternoon peak periods. Particular attention will be paid to vehicle queues, pedestrian activity, and on-site circulation for carpool operations at the elementary school. The Consultant will request crash data from the City of Mountain Brook Police Department and perform analyses to determine accident patterns and possible preventative measures.

The Consultant will perform traffic analyses of current traffic conditions on South Brookwood Road and internal to Brookwood Forest Elementary School. This shall include analyses of vehicle flows, pedestrian flows, and carpool operations. Current deficiencies and safety concerns will be documented. The Consultant will develop improvement recommendations for South Brookwood Road and on the elementary school campus. Improvements will include short term and long term recommendations. Cost estimates for each improvement will be developed.

The Consultant shall document the results of the study in a final report. The final report shall be provided to the City in a .pdf format.

The Consultant shall prepare for and attend as many meetings with the School, neighbors, City staff, and the Mountain Brook City Council as needed to discuss and finalize recommendations.

The Consultant shall perform the scope of work as documented in Exhibit "A", up to and including issuing of the draft report for review by the City, within a period of six (6) calendar weeks following notice to proceed, barring unforeseen circumstances outside of the control of the Consultant.

ADDENDUM TO AGREEMENT BETWEEN THE CITY OF MOUNTAIN BROOK AND SKIPPER CONSULTING, INC. DATED OCTOBER 13, 2014

THIS ADDENDUM ("the Addendum") to the principal agreement between the City of Mountain Brook, Alabama ("the City") and Skipper Consulting, Inc. ("the Contractor") dated October 13, 2014.

This Addendum is a part of the principal agreement, but supersedes and controls any conflicting or inconsistent terms or provisions in the principal agreement, particularly to the extent the conflicting or inconsistent terms or provisions purport either to (a) confer greater rights or remedies on the Contractor than are provided herein or under otherwise applicable law, or to (b) reduce, restrict, or eliminate rights or remedies that would be available to the City under otherwise applicable law.

- 1. Definitions. For purposes of this Addendum, the terms below have the following meanings:
A. "The City" refers to and includes the City of Mountain Brook, Alabama, and its constituent departments, boards, and agencies.
B. "The (this) Agreement" refers to the principal contract, agreement, proposal, quotation, or other document that sets forth the basic terms and conditions under which the Contractor is engaged to provide goods, materials, or services to the City, including the payment or other consideration to be provided by the City in exchange therefor.
C. "The Contractor" refers to the person, firm, or other legal entity that enters into an agreement with the City to provide goods, materials, or services to the City, and includes vendors and suppliers providing goods, materials, and services to the City with or without a formal contract as well as the Contractor's vendors, suppliers, and subcontractors.
2. Arbitration; Mediation; Alternate Dispute Resolution. The City agrees to arbitrate disputes or to engage in alternate dispute resolution (ADR) if arbitration or ADR is required by the agreement as a means of resolving disagreements arising thereunder or is a precondition to the pursuit of other legal remedies, but only to the extent (1) the rights and remedies available under such arbitration rules or processes do not afford the Contractor greater relief (e.g., attorney's fees, damages, etc.) than would be available under otherwise applicable law, (2) the venue for the arbitration or mediation proceeding is in Jefferson County, Alabama, and (3) the costs of such proceedings (including the fees of the arbitrator or mediator) are divided evenly between the parties.
3. Attorney's Fees; Court Costs; Litigation Expenses. The City shall not be liable for attorney's fees, court costs, litigation expenses, and like charges except and to the extent such fees, costs,

and charges would be assessed against the City under applicable law in the absence of any contractual provision imposing or assigning liability therefor.

- 4. Late Payment Charges; Fees; Interest. The City shall not be liable for any late payment charges, interest, or fees on any delinquent bill for goods, materials, or services at a rate higher than two-thirds of one percent per month (eight percent per annum), but bills rendered to the City shall not be considered delinquent any earlier than thirty (30) days after rendition of a complete and accurate bill by the Contractor. Contested bills shall not be subject to late payment charges pending resolution of the dispute.
5. Indemnification; Hold-Harmless; Release; Waiver; Limitations of Liability or Remedies. The City shall not and does not indemnify, hold harmless, or release the Contractor or any other person, firm, or legal entity for, from, or with respect to any claim, cause of action, cost, charge, fee, expense, or liability whatsoever arising out of or relating to the subject matter of the agreement or the performance or nonperformance thereof; nor shall or does the City waive its right to assert or pursue any remedy or claim for relief of any kind that it may have against the Contractor or any other person, firm, or entity for any actual or alleged default or other breach of legal duty on the part of the Contractor or any person, firm, or entity in privity therewith or acting on Contractor's behalf. Any limitation or restriction regarding the type, nature, form, amount, or extent of any right, remedy, relief, or recovery that would otherwise be available to the City is expressly disavowed, excluded from the terms of the agreement, and void.
6. Choice of Law; Choice of Venue or Forum. The meaning, legal effect, and enforcement of terms and provisions of the agreement and the resolution of any disputes arising thereunder or relating thereto shall be governed by the laws of the State of Alabama except to the extent otherwise required by applicable conflict-of-law principles. The venue of any suit, action, or legal proceeding brought to enforce or secure relief by reason of any asserted breach of duty arising out of or relating to the performance or nonperformance of the agreement shall be Jefferson County, Alabama except to the extent otherwise required by applicable principles of law.
7. Construction of Addendum. Nothing in this Addendum shall be construed to create or impose any duty or liability on the City, to create a right or remedy in favor of the Contractor against the City, or to restrict or abrogate any right or remedy that is available to the City against the Contractor or any other person, firm, or entity under either the principal agreement or as a matter of law.
8. Alabama Immigration Law Compliance Contract. Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Contractor's hiring practices to execute an affidavit to this effect on the form supplied by the Board and return the same to the City. Contractor shall also enroll in the E-Verify

APPENDIX 17

Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the Board may require to confirm Contractor's enrollment in the E-Verify Program. Contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If Contractor receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the City and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If Contractor violates any term of this provision, this Agreement will be subject to immediate termination by the City. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the City from any and all losses, consequential damages, expenses (including, but not limited to, attorney's fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph.

DATED this 13th day of October, 2014.

Skipper Consulting, Inc.

City of Mountain Brook, Alabama

By: [Signature] Its: President

By: [Signature] Its: Mayor

BROOKWOOD FOREST ELEMENTARY CARPOOL MEETING 10-8-14

PROBLEMS:

- South Brookwood Road from the direction of Brookwood Road is blocked daily from approximately 2:40-3:10, making it impassible for through traffic. The left-turn lane is too short to accommodate all the waiting cars.
- From the direction of Brookwood Road before reaching the school, through traffic attempts to cross the double yellow line and pass on the left, risking head-on collisions and putting themselves, children and other drivers at risk. (No Passing Zone with Limited Sight Distance)
- Through traffic also attempts to pass on the right, risking striking walking children
- From the direction of Overton Road, cars are also passing (although sight distance is much better), and drivers often pass through the stop sign in their hurry to get around the stopped traffic.

PRIOR ATTEMPTS TO RESOLVE THE PROBLEMS:

1. Carpool Procedures Redesign

Result: Parents are still blocking the road.

Problem with this approach: There's just not enough space on-property to accommodate all of the cars. Additionally, when we are frantically rushing children into cars in an effort to move the line more quickly, we increase the risk of accidents.

2. Police Intervention

Blinking signs were placed, but instructed parents not to block the road, rather than clarifying the area as a No Passing Zone. Parents were threatened with tickets. Uncertain if any drivers passing on the left were ticketed. Result: Parents are still blocking the road, cars are still passing on the left, and the hazardous situation still exists, posing a continued danger to anyone on this section of South Brookwood Road during carpool hours. Parents are afraid to request police assistance again for fear of being ticketed while trying to pick up their children from school.

Problem with this approach: If parents are not allowed to queue up for the left-turn lane as they would on any other road anywhere but are forced to keep moving, more traffic will be driven through up to 3 intersections where children are crossing on foot: across South Brookwood from the school, at Brookwood Trace, and at South Brookwood and Overton, thereby increasing the risk to the walkers.

3. Public Shaming of Reckless Drivers on Social Media

Result: A lot of uproar, with no discernible reduction in the incidence of offenders.

Problem with this approach: Its only benefit is catharsis. Drivers who break the law and don't get tickets don't change their behaviors. Eventually, the shock value wears off and people become apathetic.

4. Homemade Traffic Delay Signs at the Top of South Brookwood

Result: Unclear.

Problem with this approach: Some drivers who passed on the left stated they did not see the signs. They are not very visible, and have no flashing lights or "official appearance" to draw attention.

5. Volunteer Parent Traffic Control

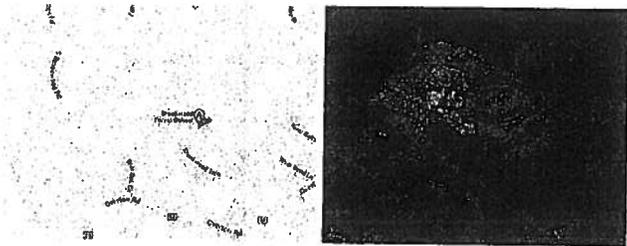
Result: Visible presence seemed to discourage through traffic from attempting to pass.

Problem with this approach: Lack of parent volunteers and potential danger to inexperienced volunteers.

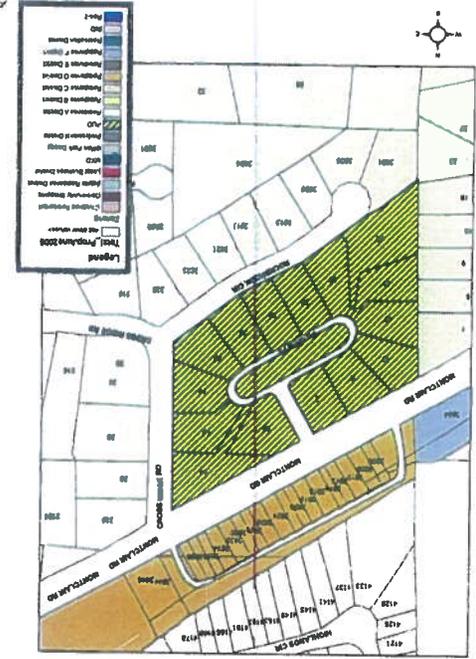
BROOKWOOD FOREST ELEMENTARY CARPOOL MEETING 10-8-14

POSSIBLE SOLUTIONS:

- Signage clarifying the area as a No Passing Zone-- include flashing lights.
- Signage requesting no through traffic during carpool hours-- include flashing lights.
- Request parents not to queue up for afternoon carpool until 2:55 or 3:00 if possible.
- Remind parents to not enter front carpool from the direction of Overton Road, which prevents parents from the direction of Brookwood Road from turning in, further increasing the delay on South Brookwood Road. Instruct the crossing guard to enforce this.
- Police patrol to ticket reckless drivers who disregard the safety of our children, families and community members.
- Police patrol (or teachers or parents, if appropriate) to help direct traffic so that through traffic may pass safely.
- A new drive paved somewhere on school property to be used as a carpool lane (and overflow parking for special events) to help alleviate the backup on South Brookwood Road.
- Widen the road to allow for a longer left turn lane.
- Install more guardrails to keep walking children safe.



APPENDIX 17



1922

The following changes are proposed for the Pilgrim Place PUD and are detailed in the attached letter from the applicant:

1. Widen the entry road (private road) from 40 feet to 60 feet in order to accommodate an entry gate and walls, and a turn-around area for automobiles;
2. Adjust the lot lines for Lots 3 and 4 in order to widen the entry road "right-of-way";
3. Re-align the driveway easement and landscape easement along the sides of Lots 3 and 4 in order to accommodate the change in right-of-way width and new lot lines for these two lots;
4. Reorient the lot lines between Lots 1-3 in order to widen the visual appeal of the shared driveway for these three lots (keeping the same number of lots);
5. Change angle of lot line between Lots 5 and 6;
6. Change all side yard setbacks for Lots 1-15 from 12.5 feet to 10 feet;
7. Change the name of the subdivision from "Pilgrim Place" to "Village Place";
8. Change the name of the private road to "Village Place."

1922

The original approval of the PUD required the subsequent development of a landscape plan, to be drafted by the developer's landscape architect and the City Architect. The requirement also stated that if an agreement could not be reached by these two parties, then the matter of the landscape plan could be taken up at the council level; but not that a landscape plan. In the seven years since the PUD was approved, no such landscape plan had been developed and no eradication of existing or non-native plants has been executed. Over the past few months, the new overdeveloper has worked with the surrounding municipalities and the City to formulate a landscape plan which includes how it is to be implemented (trees) and how (and by whom) it is to be maintained in the future. During the development of this landscape plan, the residents erudition and spirit of a petition that spelled out what they wanted in the landscape plan. This petition is attached but as indicated in a letter from neighboring resident, Mike Byrne, the revised landscape plan incorporates the concern addressed in the petition. So, it appears that surrounding neighborhood is satisfied with the attached Dedicated Green Space and Development.

1922



APPENDIX 18

Applicant Request

4

9-2-14

Summary of Work Planned for Pilgrim Place:

My company has acquired the Pilgrim Place Development on Monticello Road from Bruce McCarty. We are requesting changes to the plat and record map.

Owner: Wedgeworth Construction Co, Inc.
4154 Cross Haven Drive
Birmingham, Alabama 35243

Agent: Michael W. Wedgeworth, President

Legal: Lots 1 - 15 Pilgrim Place as recorded in Map Volume 227, Page 64, in the office of the Judge of Probate, Jefferson County, Alabama.

Survey Attached: 8.58 Acres

Development Schedule: We expect the other to be built out within a 3 year period.

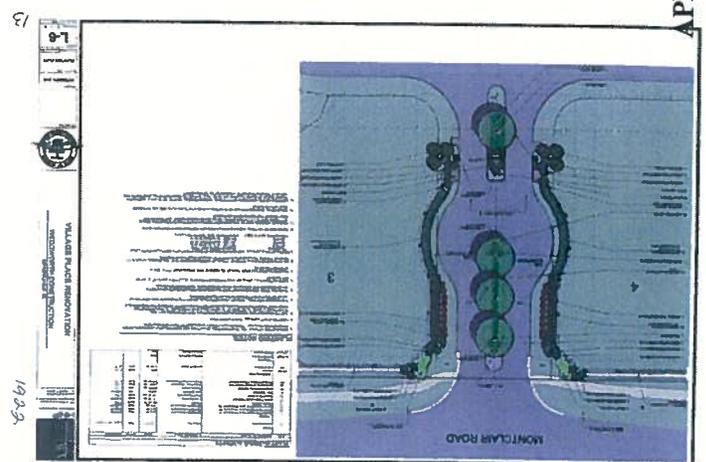
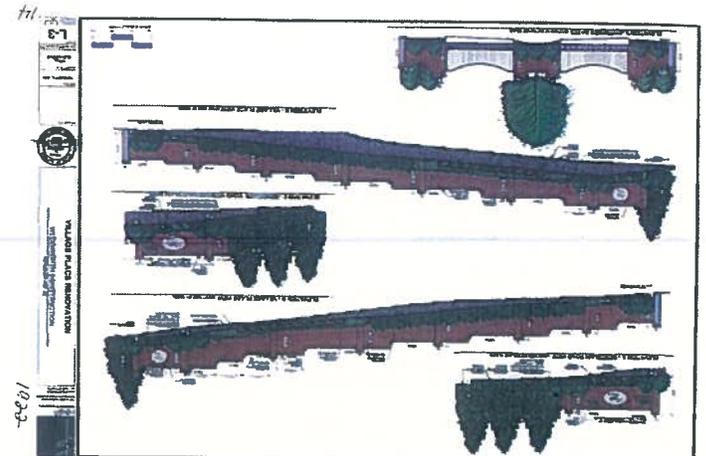
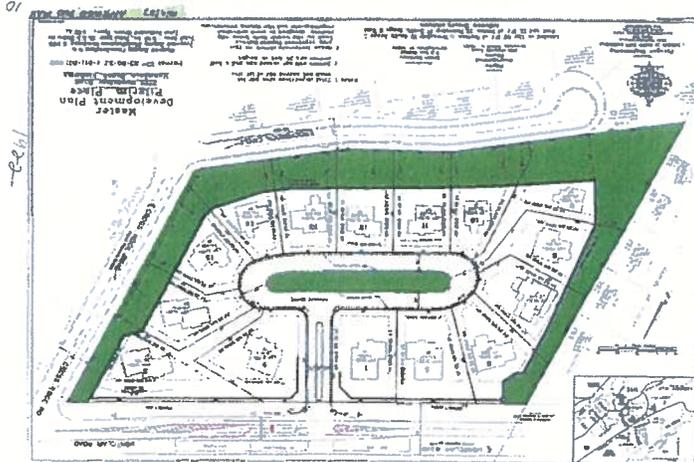
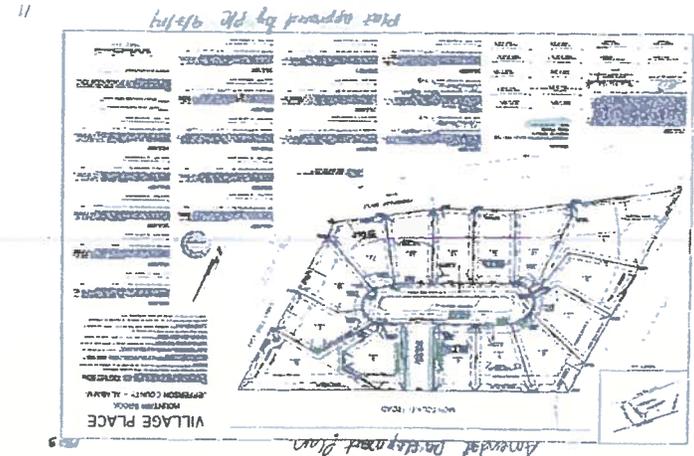
Artistic rendering of buildings: The 2 renderings attached are representative of the styles we will build. They will be consistent with 2 existing homes constructed.

Foundation and concrete layout for approved:

1. Change name of subdivision to **Village Place**. Change street name to **Village Place**
2. Add gate to entry. This will include providing space to turn around. This requires a 60.0 right of way in lieu of the required 40.0 right of way.
3. Roadway increased from 40.0 feet to 60.0 feet reducing SF of Lots 3 and 4
4. Add 11.0 landscape easement to lots 3 and 4
5. Add 10.0 drainage easement to lots 3 and 4
6. See property lines shown on lots 1, 2 and 3 for new property lines. This will change lot area enabling us to do a better of the planting and acquisition of each home.
7. Move front corner of lot 6, 8.0 feet toward lot 5. Rear corner between lots 6 and 5 will remain the same.

- PLD Changes for City Council:**
1. Subdivision amenities
 - a. Extend entry road along each side of lots 3 and 4 with brick to match existing work.
 - b. Construct a center median
 - c. Reroute roadway between gates and Monticello road with asphalt in lieu of pavers to withstand heavy trucks backing downhill. Roadway at entry has not held up well
 2. Change all side yard requirements to 10.0 in lieu of 11.5
 3. Be sure to note 20.0 water line easement. This is important since it effectively makes the front setbacks 16.5. This increase green areas for front and back yards.
 4. Rendering of proposed plan style to be consistent with other homes.

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1922

Part 6 of Restrictive Covenants (no changes)

grounds of each Lot which shall tend to decrease the beauty and aesthetics of the Property or the neighborhood as a whole. No Lot Owner shall permit a garage or other type of public or private use or structure on the Lot Owner's Lot or in the Green Space.

11. **Green Space Areas.** The green space surrounded by the circular private drive (the "Private Area") and the green space located within the retaining wall at the entrance into the Property (the "Entrance Area") shall be maintained in a well-kept condition. The Lot Owners shall be responsible for the use and enjoyment of all Lot Owners. Developer will plant in the Green Space Areas, and the Association will maintain, the plants, and trees and grass within the Green Space Areas.

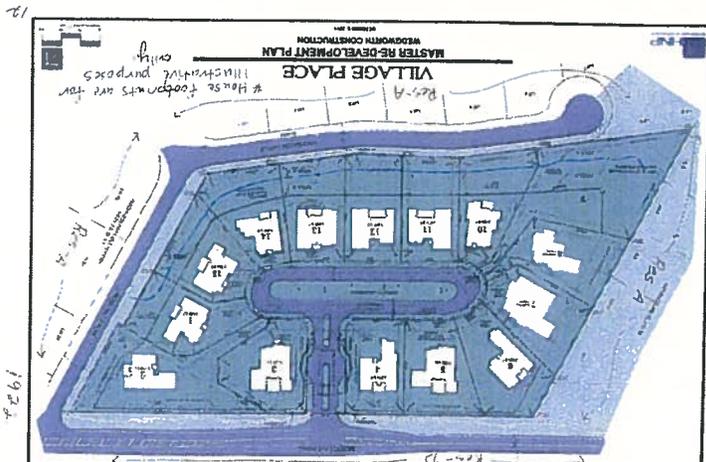
12. **Buffer Area.** Except as provided in paragraph 13 of this ARTICLE II, the buffer area (the "Buffer Area") shown on the Development Plan along the east, west and south portions of the Property shall be kept in its natural condition, including the plants and trees which are growing thereon. The Buffer Area shall be defined by the retaining wall along the eastern boundary of the Buffer Area shall be defined by the retaining wall along the southern boundary of the Buffer Area. The Association shall have the right to remove any trees or shrubs which are within the Buffer Area and also immediately adjacent to the retaining wall. The Association shall have the right to remove any trees, shrubs, or other plants which are within the Buffer Area in a condition which poses a risk of falling, within the Buffer Area.

13. **Planting and Maintenance.** The Lot Owners shall be responsible for the maintenance of the Buffer Area, except that automobile may park in the space adjacent to the Green Space Areas within the circular drive, as shown on the Development Plan. No alterations, additions, or improvements of any kind whatsoever shall be made to the Green Space Areas or the Buffer Area without the prior written consent of the Association. Any Lot Owner who is responsible for any damage, deterioration, or destruction of the Green Space Areas or the Buffer Area will be responsible for the repair, clean up, replanting or reconstruction thereof, the cost of which may be repaid by the Association and assessed against the Lot Owner as an additional assessment. The Association will provide a planting schedule for the Buffer Area and the replanting of additional shrubs and trees which are within the Buffer Area. All such replanting and replanting shall be completed within the time frame set forth in the planting schedule. The Lot Owners shall be responsible for the maintenance of the Buffer Area. The Buffer Area shall be defined by the retaining wall along the eastern boundary of the Buffer Area and the southern boundary of the Buffer Area. The Association shall have the right to remove any trees or shrubs which are within the Buffer Area and also immediately adjacent to the retaining wall. The Association shall have the right to remove any trees, shrubs, or other plants which are within the Buffer Area in a condition which poses a risk of falling, within the Buffer Area.

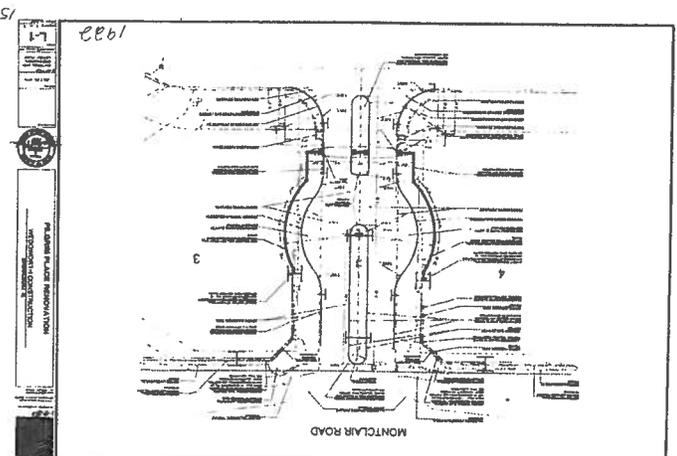
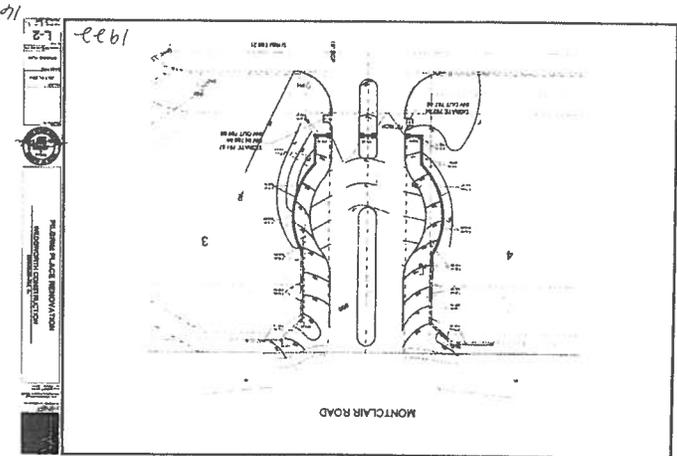
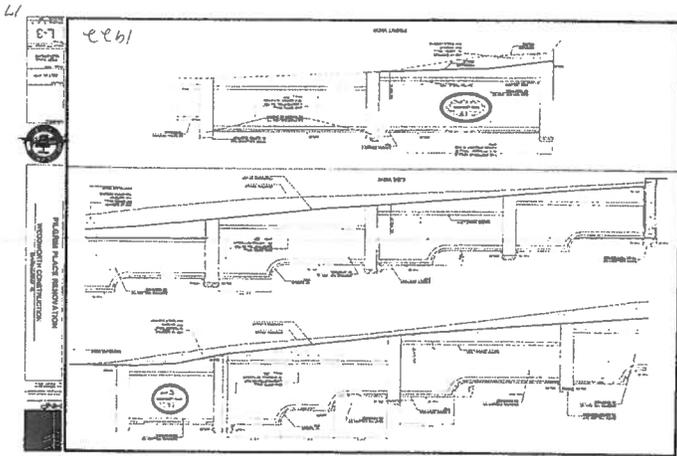
14. **Planting and Maintenance.** The Lot Owners shall be responsible for the maintenance of the Buffer Area, except that automobile may park in the space adjacent to the Green Space Areas within the circular drive, as shown on the Development Plan. No alterations, additions, or improvements of any kind whatsoever shall be made to the Green Space Areas or the Buffer Area without the prior written consent of the Association. Any Lot Owner who is responsible for any damage, deterioration, or destruction of the Green Space Areas or the Buffer Area will be responsible for the repair, clean up, replanting or reconstruction thereof, the cost of which may be repaid by the Association and assessed against the Lot Owner as an additional assessment. The Association will provide a planting schedule for the Buffer Area and the replanting of additional shrubs and trees which are within the Buffer Area. All such replanting and replanting shall be completed within the time frame set forth in the planting schedule. The Lot Owners shall be responsible for the maintenance of the Buffer Area. The Buffer Area shall be defined by the retaining wall along the eastern boundary of the Buffer Area and the southern boundary of the Buffer Area. The Association shall have the right to remove any trees or shrubs which are within the Buffer Area and also immediately adjacent to the retaining wall. The Association shall have the right to remove any trees, shrubs, or other plants which are within the Buffer Area in a condition which poses a risk of falling, within the Buffer Area.

ARTICLE III
PILGRIM PLACE HOME OWNERS' ASSOCIATION

1. Establishment, Operation and administration of the Property shall be performed by Pilgrim Place Home Owners' Association, an unincorporated association (the "Association"). The powers and duties of the Association shall include the following:



APPENDIX 18



Letter from Mike Byrne

Letter To The Mountain Brook City Council and Mayor
October 8, 2014

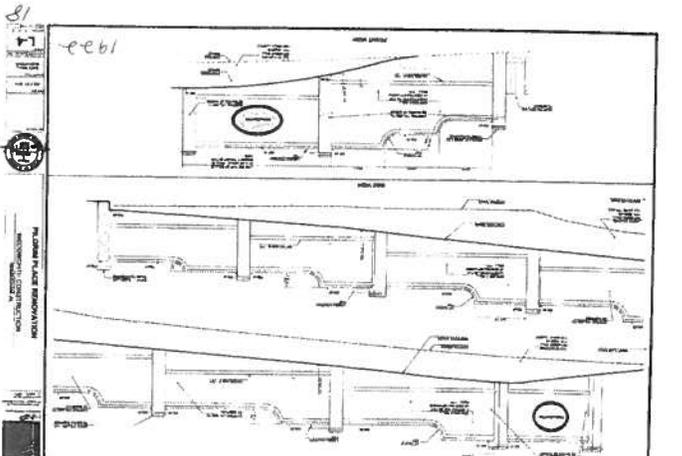
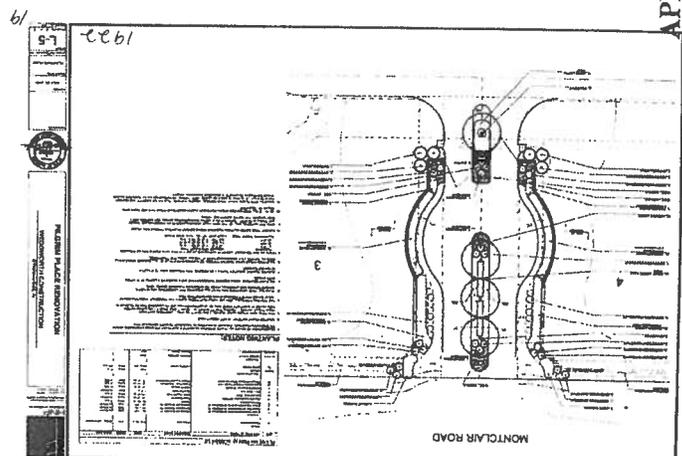
In 2007, the Pilgrim Place PUD was approved. In Article II, Paragraph 13 of Pilgrim Place's Covenants, which were approved during the PUD process, the neighbors agreed to maintain the landscape plan for the Buffer Area for areas (those areas outside of the walls other than along Montclair Road) and replant using native trees and shrubs. Article II, Paragraph 13 also said, "All such selective cutting and replanting shall be accomplished in accordance with a landscape plan which has been approved by both the City's arborist and the City Council." The landscape plan was approved in 2007. Unfortunately, seven years later, no such landscape plan was ever agreed upon and, at least along Cross Ridge Road and Roadbrook Circle with which I am very familiar, not a single invasive plant has been removed nor native plant planted, other than by the neighbors themselves. The trees and shrubs in the Buffer Area of Pilgrim Place and at her own residence, had the folks there not been so concerned about the kind of neglect of property maintenance outside of Pilgrim Place's walls that the neighbors' failed when the PUD was approved.

Now, however, is a new day. When Mr. Wedgworth purchased Pilgrim Place's undeveloped properties, he set out immediately to work with the neighbors to address their concerns. The neighbors have met on-site with Mr. Wedgworth and have agreed to a new landscape plan. Mr. Wedgworth and I have also met on-site with the City Council and all I phone calls with him. Mr. Wedgworth and I have agreed to accommodate our major issues. Not insignificantly, as part of his request to the City Council, he is submitting the landscape plan long ago called for under the Covenants.

During the first weekend of this month, a petition was circulated among the neighbors of Pilgrim Place stating their position regarding maintenance of the buffer areas. As of the date of this writing, almost 40 neighbors have signed the petition, including my wife and me. Our goal was to present this petition to the City Council to assist in the formulation of a landscape plan, which was not yet in a form acceptable to many of the neighbors as of that first weekend.

While I cannot, and do not, speak for all of my neighbors, my wife and I wish to thank Mr. Wedgworth for continuing to work through our differences. Based upon the information he has shared with me and several of my neighbors on the request to the City Council, we believe that Mr. Wedgworth is doing a great job in his request to the City Council. We wish him success in his development of what he is now calling Village Place.

While we are impressed by Mr. Wedgworth's willingness to listen to our needs



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October 8, 2014

Discussed Green Space and Development Plan Guidelines

The dedicated green space and development plan is the landscape plan standards as set in Article 11, paragraph 13 of the Ordinance on Precincts, Communities, and Agreements for the Village Place. The Village Place was approved on 1-20-08 in Map Book LK00001. Development for the Village Place is controlled by the Ordinance on Precincts, Communities, and Agreements for the Village Place, which was adopted on 1-20-08 in Map Book LK00001. The Village Place is located on the east and end of cut-back on Rockbrook Circle. This area is bounded by Cross Ridge Road to the east and end of cut-back on Rockbrook Circle to the west. The area bounded by Cross Ridge Road to the east and end of cut-back on Rockbrook Circle to the west is located between the creek and existing retaining wall.

The majority of the area between the creek and the existing retaining wall has experienced growth of mostly brushy understory plants. This is due to the increase in sunlight reaching the ground with the new clearing for the construction of the wall. This brushy understory growth is predominantly non-native and invasive plant material with a density that makes it impractical to remove the species selectively and in a way that would not require the use of herbicides. Where possible, the use of manual removal and mulching to reduce the growth of the species is preferred. Where possible, the use of manual removal and mulching to reduce the growth of the species is preferred. The use of manual removal and mulching to reduce the growth of the species is preferred. The use of manual removal and mulching to reduce the growth of the species is preferred.

Winter 2014-2015

Spring/Summer 2015

Spicy will mean with herbicide or other chemical to selectively kill invasive plants emerging from the understory. This spraying will continue as required until the non-native, invasive species are under control.

Winter 2015-2016

First native trees as described above, in areas where the undesirable species were removed to restore the woodland back between the creek and retaining wall. These trees will eventually provide the shade that will encourage the return of the non-native, invasive species and restore a sustainable wooded area.

Maintenance

Continue with selective removal of invasive plants and treatment with herbicide as required to maintain natural woodland.

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Neighborhood Petition

Petition from The Neighbors of PigeonVillage Place
October 6, 2014

In 2007, the Mountain Brook City Council approved a PUD application for the PigeonVillage development located on Howler Road, Cross Ridge Road, Rockbrook Circle, and Greenwood Circle. This is a well-situated development with the planned houses located on Howler Road, Cross Ridge Road, Rockbrook Circle, and Greenwood Circle. The development is well-situated and the surrounding area is well-maintained. The development is well-situated and the surrounding area is well-maintained. The development is well-situated and the surrounding area is well-maintained.

The development is well-situated and the surrounding area is well-maintained. The development is well-situated and the surrounding area is well-maintained. The development is well-situated and the surrounding area is well-maintained.

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See Declaration of Projected Recordation on 18-08 in Jefferson County Map Book LK00001 Page 6 paragraph 11, 12 and 13 are attached hereto.

Wedgworth will meet with residents and be available to residents to be sure all understand.

We are also concerned about the safety of our workers selectively pruning the extremely thick brush area on the Village Place side of the retaining wall. It would be impossible to avoid snafus that do the type of environmental.

Additionally, the winter months will have less foliage so will be more accessible and less volume much.

Much left on site will help the soil condition as well as 15 to 20 shrub weeds or

Completion of the initial installation of concrete, masonry, retaining walls, and planting of native plants and trees in the green spaces on the eastern portion of the Village Place. The Village Place is a natural landscape plan (NLP) that is subject to the Ordinance on Precincts, Communities, and Agreements for the Village Place. The Village Place is a natural landscape plan (NLP) that is subject to the Ordinance on Precincts, Communities, and Agreements for the Village Place. The Village Place is a natural landscape plan (NLP) that is subject to the Ordinance on Precincts, Communities, and Agreements for the Village Place.

barbours, my, denting vines, mimosa, weeds, etc.) and conform to City laws, ordinances, and regulations by a reasonably attractive state consistent with neighborhood standards."

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Current Situation

Kata Wedgworth recently purchased Pigeon Village Place from the prior developer. He and his wife, Mrs. Wedgworth, have been a significant amount of time commencing with the development. We have also had a significant amount of time commencing with the development. We have also had a significant amount of time commencing with the development.

To clarify our position to the Planning Commission and the City Council regarding the upstream of the property outside of the walls, we have prepared a memorandum for the Commission and the City Council. We have prepared a memorandum for the Commission and the City Council. We have prepared a memorandum for the Commission and the City Council.

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12. Air Conditioning Units. Outside air conditioning units may not be located so as to be visible from the street in front of any home, and no window or through the wall air conditioning units will be permitted on any Lot in the Property.

13. Subdivision. No Lot may be subdivided or reduced in size by voluntary alienation, judicial sale, or other proceeding except with written consent of Developer or the Committee.

14. Drainage and Detention System. Developer and its successors, assigns, and/or transferees shall construct, enclose, and permanently maintain at their sole expense a storm water control, drainage, and detention system ("the System") on the Property that conforms to the System and specifications therefor approved by the City in conjunction with re-zoning of the Property to its Residence B and Planned Unit Development ("PUD") classification. The System shall comply with all applicable federal, state, and local laws, ordinances, regulations, conditions, standards, and requirements applicable thereto. No modifications to the System shall be permitted or installed unless said modification is approved by the City and City Engineer and unless the modification is shown to meet or exceed then applicable legal or regulatory requirements applicable to the Property. Upon the completion of the installation of the System by Developer and the establishment of the Association, the maintenance of the System shall be by and at the expense of the Association. At a minimum, system maintenance shall include the following:

- (a) Care of grass and landscaping above the System as part of the normal landscape maintenance, said care and maintenance to include regular mowing and trash and debris removal;
- (b) Regular inspection, repair, clearance, and maintenance of control structures and other inlets to the System and removal of sediment deposits and other debris that may accumulate in the control structure and other inlets;
- (c) Control, stabilization, or correction of erosion that may occur at the inlet or exit point for discharges to and from the System; and
- (d) Repair, replacement, or restoration of deteriorated, defective, worn, non-operative, or non-functioning components, elements, or features of the System.

The City may inspect the System from time to time, at its discretion, and may require the Association to take such actions as are necessary to cause the System to be in compliance with the provisions of this Section 14.

ARTICLE II
USE OF THE PROPERTY

1. Signs. No sign of any kind shall be displayed to the public view except signs of not more than five (5) square feet to advertise a home for sale and builder's signs during construction and prior to the sale of the Lots by Developer. Nothing contained herein shall be construed to prevent the erection or maintenance by Developer or its duly authorized agents or

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assigns of structures, improvements, or signs necessary or convenient to the development, sale, operation, or other disposition of the Lots.

2. Animals. No animals, birds, livestock, or insects shall be kept or maintained on any Lot of the Property, except that each Lot Owner may keep not more than two (2) dogs and two (2) cats as domestic pets on any Lot, provided that such domestic pets are confined to the Lot of the owner of such pets and provided that such pets do not constitute a disturbance and nuisance to surrounding Lot Owners. It shall be within the sole authority of the Committee to determine what constitutes a "disturbance and nuisance." No animal shall be allowed to roam the Property, other than its owner's Lot, without a leash, cord, or chain held by the animal's owner, possessor, or keeper or an agent, servant, or member of the immediate family thereof (the "Keeper"). Additionally, the Keeper shall immediately remove the animal's excrement from the Property, including the Keeper's Lot.

3. Garbage and Refuse. No lumber, metal, or bulk materials shall be kept, stored, or allowed to accumulate on any Lot within the Property, except building materials during the course of construction of any approved structure or improvement. No refuse or trash shall be kept, stored, or allowed to accumulate. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, such trash or refuse must be placed in sanitary containers. Such sanitary containers should be placed in the open only on the day that a pickup is to be made at such place on the Lot as to provide access to the person making such pickup. At all other times, such containers shall be stored in such manner so they cannot be seen from other Lots or the street.

4. Outside Burning. Burning of trash, refuse, or other materials on any Lot within the Property, except during construction of the structures, is prohibited.

5. Pipes. No water pipe, gas pipe, sewer pipe, or drainage pipe shall be installed or maintained above the surface of the ground of any Lot within the Property except for hoses and movable irrigation pipes.

6. Oil and Mining. No Lot within the Property shall be used for the purpose of boring, mining, quarrying, or exploring for or removing oil or other hydrocarbon, minerals, gravel, or earth.

7. Nuisances. No obscenity, offensive, or illegal activity shall be carried on upon any Lot within the Property nor shall anything be done on any Lot within the Property which may become an annoyance or nuisance to other Lot Owners or which may cause any increase in the cost of insurance obtained by the Association.

8. Storage of Boats and Trailers. Storage of boats, boat trailers, campers, recreational vehicles, or other similar equipment or vehicles in the open on any Lot is prohibited.

9. Clothes Lines. No clothes lines of any kind will be permitted on any Lot in the Property.

10. General; Garage Sales. It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly, or unkempt conditions of structures on

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grounds of such Lot which shall tend to decrease the beauty and aesthetics of the Property or the neighborhood as a whole. No Lot Owner shall permit a garage or other type of public or private sale or auction on the Lot Owner's Lot or in the Green Space.

11. Green Space Areas. The green space surrounded by the circular private drive (the "Private Drive") and the green space located within the median at the entrance into the Property from Montclair Road, as shown on the Development Plan (the "Green Space Areas") are for the use and enjoyment of all Lot Owners. Developer will plant in the Green Space Areas, and the Association will maintain, the plants, and trees and grass within the Green Space Areas.

12. Buffer Area. Except as provided in paragraph 13 of this ARTICLE II, the buffer area (the "Buffer Area") shown on the Development Plan along the east, west and south perimeters of the Property shall be left in its natural condition, including the plants and trees which currently exist within the Buffer Area. The exact placement of the retaining wall along the interior boundary of the Buffer Area shall be determined by the Developer in cooperation and consultation with the City's arborist, in an effort to protect any large trees which are within the Buffer Area and also immediately adjacent to the retaining wall. The Association shall have the authority to prune or remove any diseased, dying or dead trees, or trees which are leaning or arc in a condition which poses a risk of falling, within the Buffer Area.

13. Restrictions Within Green Space Areas and Buffer Area. No personal property of any Lot Owner shall be placed or stored on the Green Space Areas or the Buffer Area, except that automobiles may park in the spaces adjacent to the Green Space Area within the circular drive, as shown on the Development Plan. No alterations, additions, or improvements of any kind whatsoever shall be made to the Green Space Areas or the Buffer Area except as shown on the Development Plan or as permitted herein. Any Lot Owner who is responsible for any damage, defacement, or destruction to the Green Space Areas or the Buffer Area will be responsible for the repair, clean up, replanting or reconstruction thereof, the cost of which may be expensed by the Association and assessed against the Lot Owner as an additional assessment. Provided, within the Buffer Area, Developer will perform selective cutting of any privet, numosa, ivy, or other such non-native or invasive plants not located within the banks of the creek (which meanders through the Buffer Area) and the replanting of additional shrubs and trees which are native to the area. All such selective cutting and replanting shall be accomplished in accordance with a landscape plan which has been approved by the City's arborist and the Developer's landscape architect. The said landscape plan shall include the standards by which the Buffer Area shall be maintained. The Buffer Area shall be maintained by and at the expense of the Association in accordance with said plan. If the City's arborist and the Developer's landscape architect cannot agree upon the landscape plan, then the landscape plan shall be submitted to the City Council for its determination and approval at a hearing about which notice has been given as provided in Section 3 of Article VII hereof.

ARTICLE III
FILGRIM PLACE HOME OWNERS' ASSOCIATION

1. Establishment. Operation and administration of the Property shall be performed by Pilgrim Place Home Owners' Association, an unincorporated association (the "Association"). The powers and duties of the Association shall include the following:

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(a) The Association shall have the right to make assessments against the Lot Owners.

(b) The Association shall have the right and authority to place liens against the Lot of any Lot Owner who fails to pay any annual or additional assessment or any amount owed pursuant to any provision hereof, together with penalties, interest or attorneys' fees assessed.

(c) The Association shall have the authority to borrow funds to pay for such expenditures as may be authorized by the provisions of this Declaration upon written approval of the majority of the Lot Owners.

(d) The Association shall have the authority to appoint the Committee which will consider and approve, if acceptable, in its sole discretion, changes, modifications, additions, and improvements to the Property.

(e) The Association shall have the authority to enforce the covenants and restrictions contained herein in any manner available in law or equity.

(f) The Association shall have any other authority granted to it by a vote of the majority of the Lot Owners.

2. Members. The members of the Association shall consist of all record owners of the Lots (the "Lot Owners"). Change in membership in the Association shall be established by recording the deed or other instrument establishing record title to a Lot in the public records of Jefferson County, Alabama, the owner designated by such instrument thereby becoming a record owner and a member of the Association. Membership of the prior owner shall thereby be terminated. The vote of a member for a Lot shall be cast by the record owner thereof or the duly authorized proxy of the record Lot Owner. Each Lot Owner shall be entitled to one (1) vote for each Lot owned, and Developer shall retain one (1) vote for each unsold Lot.

3. Government of the Association.

(a) The business and affairs of the Association shall be managed by or under the direction of its Board of Directors. The number of directors of the Association shall consist of not less than three (3) or more than five (5) directors with the exact number to be fixed from time to time by the members holding a majority of the votes of the Association. The initial Board of Directors shall consist of three (3) directors. The directors shall serve for a period of two (2) years and shall be replaced by calling and holding a meeting for such purpose at the end of such two-year term. A majority of the members of the Association shall constitute a quorum.

(b) Notwithstanding the provisions set forth above, Developer, its successors and assigns, shall elect the members of the Board of Directors of the Association until such time as all Lots in the Property are sold to Lot Owners. This period shall be known as "Developer Control." Developer may, at its option, however, elect to terminate control of the Association prior to the sale of all Lots in the Property.

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assigns of structures, improvements, or signs necessary or convenient to the development, sale, operation, or other disposition of the Lots.

2. Animals. No animals, birds, livestock, or insects shall be kept or maintained on any Lot of the Property, except that each Lot Owner may keep not more than two (2) dogs and two (2) cats as domestic pets on any Lot, provided that such domestic pets are confined to the Lot of the owner of such pets and provided that such pets do not constitute a disturbance and nuisance to surrounding Lot Owners. It shall be within the sole authority of the Committee to determine what constitutes a "disturbance and nuisance." No animal shall be allowed to roam the Property, other than its owner's Lot, without a leash, cord, or chain held by the animal's owner, possessor, or keeper or an agent, servant, or member of the immediate family thereof (the "Keeper"). Additionally, the Keeper shall immediately remove the animal's excrement from the Property, including the Keeper's Lot.

3. Garbage and Refuse. No lumber, metal, or bulk materials shall be kept, stored, or allowed to accumulate on any Lot within the Property, except building materials during the course of construction of any approved structure or improvement. No refuse or trash shall be kept, stored, or allowed to accumulate. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, such trash or refuse must be placed in sanitary containers. Such sanitary containers should be placed in the open only on the day that a pickup is to be made at such place on the Lot as to provide access to the person making such pickup. At all other times, such containers shall be stored in such manner so they cannot be seen from other Lots or the street.

4. Outside Burning. Burning of trash, refuse, or other materials on any Lot within the Property, except during construction of the structures, is prohibited.

5. Pipes. No water pipe, gas pipe, sewer pipe, or drainage pipe shall be installed or maintained above the surface of the ground of any Lot within the Property except for hoses and movable irrigation pipes.

6. Oil and Mining. No Lot within the Property shall be used for the purpose of boring, mining, quarrying, or exploring for or removing oil or other hydrocarbon, minerals, gravel, or earth.

7. Nuisances. No obscenity, offensive, or illegal activity shall be carried on upon any Lot within the Property nor shall anything be done on any Lot within the Property which may become an annoyance or nuisance to other Lot Owners or which may cause any increase in the cost of insurance obtained by the Association.

8. Storage of Boats and Trailers. Storage of boats, boat trailers, campers, recreational vehicles, or other similar equipment or vehicles in the open on any Lot is prohibited.

9. Clothes Lines. No clothes lines of any kind will be permitted on any Lot in the Property.

10. General; Garage Sales. It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly, or unkempt conditions of structures on

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(c) A regular meeting of the Board of Directors shall be held at least annually, at which time the Board of Directors shall determine the amount of the annual assessment to be paid by the Lot Owners to the Association. Any vacancy occurring in the Board of Directors may be filled by a majority of the remaining directors until the next meeting regularly scheduled to elect a new board of directors.

(d) The Board of Directors shall appoint at least three (3) members of the membership to serve on the Committee after the period of Developer Control terminates. Any member of the Board of Directors may also serve on the Committee, provided the other members of the board of directors agree to such appointment. During the period of Developer Control, Developer shall serve as the Committee.

4. Right to Use. Every Lot Owner shall have a right and easement of enjoyment in and to the Common Property (hereinafter defined) which shall be appurtenant to pass with the title to each Lot, subject to the following:

(a) The right of the Association to suspend the voting rights and right to use of the Common Property by any Lot Owner for any period during which any assessment against such Lot Owner's Lot remains unpaid, and for a period not to exceed thirty (30) days for the violation of any rule or regulation respecting the right to use the Common Property which may be now or hereinafter adopted by the Association.

(b) Such other reasonable rules and regulations respecting the use and enjoyment of the Common Property as may be adopted by the Association.

ARTICLE IV
ARCHITECTURAL CONTROL

1. Approval by Architectural Control Committee. No structure, building, or fence shall be commenced, erected, placed, moved onto, or permitted to remain on any Lot within the Property, nor shall any existing structure upon any Lot within the Property be altered in any way which changes the exterior appearance thereof, unless plans and specifications thereof shall have first been submitted to and approved by the Architectural Control Committee (the "Committee"). Such plans and specifications shall be in such form and shall contain such information as may be required by the Committee and shall include, but not necessarily be limited to, a site plan of the Lot showing the location, height, and exterior design (including a summary of all proposed materials together with samples of exterior materials and paint colors) of all building and improvements proposed to be constructed or altered on the Lot. The plans shall be submitted to the Committee at least thirty (30) days prior to the date of the proposed construction, rehabilitation, or alteration of the structure on the Property. All plans and construction shall be controlled by Developer during the period of Developer Control.

2. Appointment of Architectural Control Committee. The Committee shall be composed of Developer during the period of Developer Control or three (3) individuals designated from time to time by the board of directors after the period of Developer Control terminates. The affirmative vote of a majority of the members of the Committee shall be

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required in order to issue any permit, authorization, or approval pursuant to the directives or authorization set forth herein.

3. Basis for Disapproval of Proposed Plans.

(a) The scope of review by the Committee shall be limited to appearance only. The Committee does not assume or accept any responsibility or authority to review plans and specifications for structural soundness, compliance with building or zoning codes or standards, or any other factors.

(b) The Committee shall have the right to disapprove any plans and specifications submitted for approval for any reason it deems appropriate, including but not limited to, the following:

- (1) failure to comply with the Development Plan or any other of the covenants and restrictions set forth herein;
- (2) objection to exterior design, appearance, color scheme, finish, proportions, or materials of any proposed structure or improvement;
- (3) objection to site plan, clearing plan, or drainage plan for any Lot;
- (4) incompatibility of any proposed structure or improvement or use thereof with the existing structures or uses upon other Lots in the Property;
- (5) any other matter which in the judgment of the Committee would render the proposed structure, improvement, or use inharmonious with the general plans and improvements of the Property or with structures, improvements, or uses located upon other Lots in the Property.

4. Failure to Obtain Approval. If any structure or improvement shall be altered, erected, placed, or maintained upon any Lot or any new structure on any Lot otherwise than in accordance with plans and specifications approved by the Committee pursuant to provisions of this Article, such alteration, erection, maintenance, or use shall be deemed to have been undertaken in violation of this covenant and without the approval required herein and, upon written notice from the Committee, any structure or improvement so erected, altered, placed, or maintained upon any Lot in violation hereof shall be removed or re-altered and any such use shall be terminated so as to extinguish such violation.

If, within fifteen (15) days after the notice of such violation, the Lot Owner of the Lot upon which such violation exists shall not have taken reasonable steps toward removal or termination of the same, Developer or the Association shall have the right to enter upon such Lot and to take such steps as may be necessary to extinguish such violations, and the cost thereof shall be a binding, personal obligation of such Lot Owner as well as a lien enforceable in the

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DEVELOPMENT PLAN NARRATIVE FOR PILGRIM PLACE

The following is submitted to the City of Mountain Brook as a part of the request for rezoning and shall be deemed part of any such rezoning approved by the City...

- 1. The Master Development Plan for Pilgrim Place, prepared by Ferguson Engineering... 2. The Preliminary Grading and Utility Plan for Pilgrim Place prepared by Ferguson Engineering... 3. The Site Landscape Plan for Pilgrim Place prepared by Alexander Ware...

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"Blackline" of Page 9 of Covenant

- 19. The Declaration in accordance with the terms and provisions of the Declaration... 20. The developer of Pilgrim Place shall harvest its contractors that, during the construction of Pilgrim Place, none of the materials, laborers...

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Development Plan Narrative

I, Bruce McClary, whose name is signed to the foregoing Declaration and who is known to me, do hereby certify that the contents of the Declaration, the day of 20 My commission expires: My commission expires: Bruce McClary

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IN WITNESS WHEREOF, Developer has executed this Declaration on the date written above.

I, the undersigned, a Notary Public in and for said County in said State hereby certify that I have personally known the above named day being forenoon of the contents of the Declaration, the day the same bears date.

(NOTARIAL SEAL) My commission expires: Notary Public

- 10. A Reclamation Bond as required by the applicable ordinances of the City of Mountain Brook shall be secured... 11. The developer of Pilgrim Place shall be provided with asphalt and the private driveways serving each residence shall be provided with... 12. The construction of the turn lane and other improvements within the right-of-way of Montclair Road, as shown on the Preliminary Grading and Utility Plan...

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October 13, 2014

- 9. The sidewalk along Montclair Road, as shown on the Master Development Plan, shall be installed prior to the issuance of any certificate of occupancy with respect to Pilgrim Place or the residence connected thereto, and Montclair shall be installed with the approved and revised plat and landscape table. A Montclair Brook Village previously approved by the City of Mountain Brook shall be removed, and the costs of final delineation of the City of Mountain Brook shall be covered, and the costs of final delineation of the City of Mountain Brook shall be covered, and the costs of final delineation of the City of Mountain Brook shall be covered.
- 10. A Montclair Brook shall be removed, and the costs of final delineation of the City of Mountain Brook shall be covered, and the costs of final delineation of the City of Mountain Brook shall be covered, and the costs of final delineation of the City of Mountain Brook shall be covered.
- 11. The sidewalk along Montclair Road, as shown on the Master Development Plan, shall be installed prior to the issuance of any certificate of occupancy with respect to Pilgrim Place or the residence connected thereto, and Montclair shall be installed with the approved and revised plat and landscape table. A Montclair Brook Village previously approved by the City of Mountain Brook shall be removed, and the costs of final delineation of the City of Mountain Brook shall be covered, and the costs of final delineation of the City of Mountain Brook shall be covered, and the costs of final delineation of the City of Mountain Brook shall be covered.
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- 15. The sidewalk along Montclair Road, as shown on the Master Development Plan, shall be installed prior to the issuance of any certificate of occupancy with respect to Pilgrim Place or the residence connected thereto, and Montclair shall be installed with the approved and revised plat and landscape table. A Montclair Brook Village previously approved by the City of Mountain Brook shall be removed, and the costs of final delineation of the City of Mountain Brook shall be covered, and the costs of final delineation of the City of Mountain Brook shall be covered, and the costs of final delineation of the City of Mountain Brook shall be covered.
- 16. The sidewalk along Montclair Road, as shown on the Master Development Plan, shall be installed prior to the issuance of any certificate of occupancy with respect to Pilgrim Place or the residence connected thereto, and Montclair shall be installed with the approved and revised plat and landscape table. A Montclair Brook Village previously approved by the City of Mountain Brook shall be removed, and the costs of final delineation of the City of Mountain Brook shall be covered, and the costs of final delineation of the City of Mountain Brook shall be covered, and the costs of final delineation of the City of Mountain Brook shall be covered.
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- 18. The sidewalk along Montclair Road, as shown on the Master Development Plan, shall be installed prior to the issuance of any certificate of occupancy with respect to Pilgrim Place or the residence connected thereto, and Montclair shall be installed with the approved and revised plat and landscape table. A Montclair Brook Village previously approved by the City of Mountain Brook shall be removed, and the costs of final delineation of the City of Mountain Brook shall be covered, and the costs of final delineation of the City of Mountain Brook shall be covered, and the costs of final delineation of the City of Mountain Brook shall be covered.

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"Blackline" of Development Plan Narrative

Dear Mr. Dorney:
 I received and thank you for the details of the development documents over the past week or so. Many neighbors and I remain concerned about the buffer area, the definition of its boundaries, its being "topped up" and repaired, and ongoing maintenance of it. With regard to the buffer, I responded to the City and explained to the City and neighbors that the developed from the base of the creek. One of your e-mails indicates that the boundary (road), across the creek bed and to a boundary twenty-five (25) feet toward the property to be developed. In any event, please let me know if there is any question of the developer to decrease the size of the buffer from what I have described above.

October 20, 2014

VI A SMALL TRANSMISSION
 Charles A. Weaver, II, Engineer
 One Federal Place
 1819 7 Avenue North
 Birmingham, Alabama 35203

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- 1. The power and duties of the Association shall include the following:
 1. Maintenance, Operation and administration of the Property shall be performed by Pilgrim Place Home Owners' Association, an incorporated association (the "Association").
- 2. The power and duties of the Association shall include the following:
 1. Maintenance, Operation and administration of the Property shall be performed by Pilgrim Place Home Owners' Association, an incorporated association (the "Association").

Correspondence from Mr. Dorney

Thank you in advance for your anticipated cooperation.
 Sincerely yours,
 Howard Veilding Dorney
 Mr. Don Cahill, Engineer (see e-mail)
 Mr. Don Cahill, Engineer (see e-mail)
 Neighborhood (see e-mail)

I am unable to discuss this matter with you at your convenience. I trust that you understand and appreciate my concerns in that the residents of Cross Ridge Road and Rockbrook Circle look at every day. Confirming what will be done in that area is extremely important to us.
 I am unable to discuss this matter with you at your convenience. I trust that you understand and appreciate my concerns in that the residents of Cross Ridge Road and Rockbrook Circle look at every day. Confirming what will be done in that area is extremely important to us.

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LLOYD, GRAY & WHITFIELD, P. C.
 ATTORNEYS AT LAW
 2001 THURGOOD PLACE SOUTH
 BIRMINGHAM, ALABAMA 35203
 PHONE: (205) 997-8822
 FACSIMILE: (205) 997-2380
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 LLOYD & WHITFIELD
 2001 THURGOOD PLACE SOUTH
 BIRMINGHAM, ALABAMA 35203

November 2, 2007

VIA E-MAIL TRANSMISSION
 Charles A.J. Beavers, Jr., Esquire
 Bradley Adams
 One Federal Place
 1819 5th Avenue North
 Birmingham, Alabama 35203

Re: Proposed reworking of Flightin Congregational Church property
 Dear Charles:

I received and thank you for the most recent draft of the Flightin Place documents. Please let me know if and when the buffer zone landscaping to be submitted to Mr. Castro will be available for review by residents of the neighborhood.

Thank you in advance for your anticipated cooperation.

Sincerely yours,
 Howard Yelding Downey
 Howard Yelding Downey
 "Howard Yelding Downey"

HTDk
 cc: White Colvin, Esquire (via e-mail)
 Mrs. Don Castro (via e-mail)
 Neighbors (via e-mail)

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 Neighbors (via e-mail)

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 BIRMINGHAM, ALABAMA 35203

November 2, 2007

VIA E-MAIL TRANSMISSION
 Charles A.J. Beavers, Jr., Esquire
 Bradley Adams
 One Federal Place
 1819 5th Avenue North
 Birmingham, Alabama 35203

Re: Proposed reworking of Flightin Congregational Church property
 Dear Charles:

I know that you have been extremely busy and not in your office much of late. However, I would appreciate your responding to my recent correspondence as soon as possible. I am concerned about specification of the dimensions of the buffer along Cross Ridge Road and Flightin Church. Specifically, neighbors object to the buffer being as narrow as possible. I would like to avoid having to appear before the Council on November 13, 2007.

I look forward to hearing from you soon and thank you in advance for your anticipated cooperation.

Sincerely yours,
 Howard Yelding Downey
 Howard Yelding Downey
 "Howard Yelding Downey"

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