

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
JUNE 8, 2015**

The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 6:00 p.m. on Monday, the 8th day of June, 2015. The Council President called the meeting to order and the roll was called with the following results:

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

Absent: None

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

1. AGENDA

1. Request by Urban Cookhouse to hold a Farmers' Market in Crestline Village Friday afternoons/evenings during June-August (Appendix 1).

Because the location was not suitable to police officials or some Crestline merchants, the application was not added to the formal meeting agenda for City Council action. The applicant may re-apply with a new plan if so desired. The members of the City Council expressed their appreciation of the event and hope that the logistics can be worked out to the satisfaction of police officials and merchants. Other possible locations in Crestline Village include the Library parking lot, the Scott property across from the Library, along Dan Watkins Road, the upper parking lot of Crestline Elementary along Church Street, and the back parking lot of Crestline Elementary along Elm Street.

2. Add two (2) additional 15-minute parking spaces in Mountain Brook Village – Dana Hazen (Appendix 2).

The members of the City Council expressed general agreement with the proposal and asked that the City Manager take the steps necessary to install the two new signs.

3. Annexation petitions (Irving Meisler of 106 Lockerbie Lane (0.30 acres) and Lockerbie Association, Inc. of 3871 Lockerbie Drive (0.01 acres for connectivity to corporate boundary) – Appendix 3. [Ordinance No. 1936 was added to the formal meeting agenda.]
4. Review of the matters to be considered at the formal (7 p.m.) meeting.
5. Other business (the following resolutions were added to the formal meeting agenda):
 - a. Resolution No. 2015-082
 - b. Resolution No. 2015-083
 - c. Resolution No. 2015-084
 - d. Resolution No. 2015-085

2. EXECUTIVE SESSION

Council President Smith made a motion that the City Council convene in executive session to discuss the good name and character of an individual and another matter involving litigation. The motion was

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

Nays: None

Council President Smith 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 reconvene in the Council Chamber upon conclusion of the executive session.

A handwritten signature in blue ink that reads "Steven Boone". The signature is written in a cursive style and is positioned above a horizontal line.

City Clerk



Urban Cookhouse Farmers Markets were established in 2010 in response to a growing need to support small family farms. In response to our motto, "Buy Local, Eat Urban," UC desires to provide a connection between these farmers and the local community. We currently manage two farmers markets, one in downtown Homewood (Soho Lot) and another at The Summit Shopping Center. All of our vendors are local, from a rough geographic range of about 85 miles. It's an absolute joy to serve these farmers and vendors, and UC's goal is to pull in the community to join us in this support.

Where: Church Street- In Front of City Hall (See Map Attached)

When: The markets will run for 6 weeks on Friday evenings from 4-8pm. July 3rd - Aug 7

Who manages: Urban Cookhouse will fully manage the markets. Tim Hughes with Game Day Done Right provides all of our tents so the layout is very professional looking. <http://www.gamedaydone.com>

Who comes: A variety of local growers and vendors. We will not bring anyone into the market that has a competing good with a Crestline merchant. We will also have kid's activities such as corn hole, face painting, etc. There will also be a booth hosted by Mountain Brook Commerce where retailers in the community can come out and represent their business. Cooking Demos will also take place for Crestline restaurants.

Overnight Committee: Julie will head this, as she is top representative of Crestline merchants. Their job is to approve Farmers Market vendors so there are no competing vendors with Crestline merchants.

Police/Road block: At this juncture, we will ask police to block off 5 parking spots on Tibbett St. and 7 parking spots on Hoyt Street for farmers parking.



**City of Mountain Brook
EVENT PERMIT APPLICATION**
FOR EVENT, PARADE, PROCESSION, OR OTHER ASSEMBLY
(Applications submitted **FOR THAT ASSEMBLY** to the event may not be approved.)

Date: 5/20/15 Individual or organization: Urban Cookhouse

Contact Information:
 (1) Name: Chris Durbine (1) Title: Special Council
 (1) Address: 1000 1st Ave SW
 (1) Tel. No.: _____ (1) Cell No.: 205-516-2123
 (1) Email address: chris@urbancookhouse.com (1) Fax No.: _____

Describe the type, nature, character and purpose of the event (list all activities):
Farmer's Market, Family Event

Give the tentative date(s) of the event: Friday, August 14, 2015, 4:00pm - 8:00pm / Tim
 Give the number and composition of the event: Contestant, Vendor 675 Aggr 11

People (including vendors)	Contestant	Vendor
Motor Vehicles	0	0
Flam	0	0
Animals	0	0
Other	0	0

Identify the place, area, locality, and/or route of the assembly:
The Street at City Hall, Game Day Tent to set up and eventually holding event in Soho Lot

Will it be necessary to block any street or sidewalk during the course of the assembly?
 If so, explain: Yes, Tibbett St. and Hoyt St. will be blocked.

Will adequate temporary or solid under street? If so, explain circumstances:
Yes

Will money be collected? If so, explain circumstances:
No

Will signs, placards, banners, flags or cards be displayed? Yes
 List all vendors who will be applying food, drinks, games, booths, etc.:
Urban Cookhouse

Applicant Signature: [Signature]
 Telephone Number: 205-516-2123

Approved this _____ day of _____, 20____

Lawrence T. Olin, Mayor or Sean E. Gannon, City Manager

Parade Safety & Restrictions:

- Candy or other objects shall not be thrown or otherwise transferred to anyone along the parade route from vehicles or floats that are native within the parade.
- No stopping along the parade route.
- All float drivers must be properly licensed and licensed. All floats should be visible.
- All floats must have adequate lines of vision for the the drivers to see.
- No float or parade participant may turn out of the designated parade route without police approval and direction.
- No float participating in the parade event shall exceed 15 feet in height or measured from the ground to the highest point of the float.

*While vehicles are being assembled and to assembled, failure to adhere to these regulations may cause immediate revocation from the parade of the offending party, may cause the immediate occupancy of the parade and will jeopardize future parades. Depending upon the nature of the offense in the parade we retained a copy of these regulations.

I have read, understood and agree to comply with these prohibitions. _____

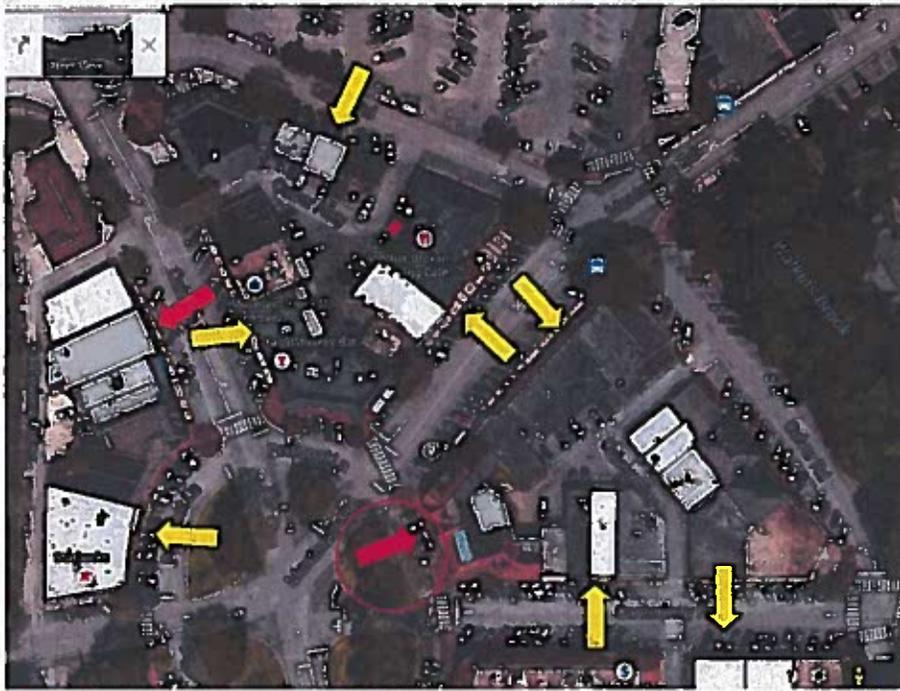
Police Department Remarks:
 Applicant said no streets or sidewalks would be blocked. I cautioned him that this may create a traffic problem in the area and that we did not have on duty personnel to direct traffic. I also told him that Tibbett St could not become blocked. I told him if the event caused traffic problems, they may be required to hire officers, but not at this point.
 Mark C. Olin Date: 05/26/2015

Applicant said PD did not need to do anything in preparation for event.

Revenue Department Remarks:

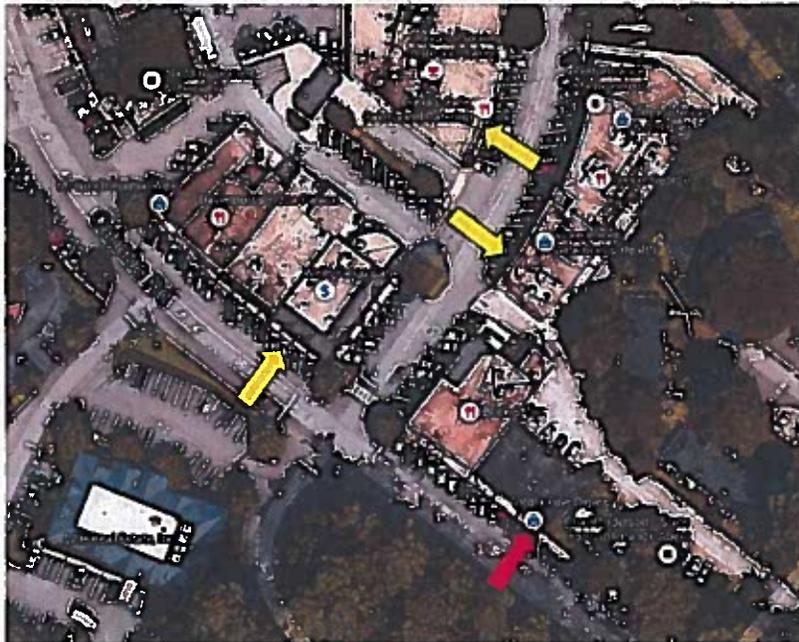
Sign: _____ Date: _____

The approved application serves as the permit.
 If you have any questions, please contact Davis Kasey at 800-3800 or kasey@mountainbrook.org.
 Mountain Brook, GA



→ Approved → Newly Proposed MB Village (north end) 

→ Existing



→ Approved → Newly Proposed MB Village (south end) 

EXHIBIT A

	2011
Ad Valorem Tax Revenues (44.7 Mills)	\$21,837,343
Excesses	4,602
Ad Valorem Tax - Student	\$1,568.54
Students	4,562
Households	7,998
Students / Household	0.56
Or 1 student for every 1.78 households	
Ad Valorem Tax - Student	\$1,568.54
Students / Household	0.56
School Tax Required to Meet Criteria	\$1,129.06
BOE Millage Rate	44.7
Assessed Property Value	\$79,822
10% Assessment Factor	10.00%
Required Fair Value of Property to Meet Criteria (Assuming Citywide Average School-Age Children)	\$798,220

The required property valuation increases proportionately with the actual number of school-age children living at a property (e.g., \$1,568.54/0.56 = \$1,243,969 required fair value of property to meet criteria with one (1) school-age child residing at a property).

EXHIBIT B

STATE OF ALABAMA)
JEFFERSON COUNTY)

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that

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

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

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

I. EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS

- A. The Property shall be used for single-family residential purposes only and for no other use or purpose.
- B. Any residence constructed on the Property shall contain a minimum of 4,500 square feet of heated and cooled area.
- C. The exterior of the residence constructed on the Property must be of brick or better material, and such residence shall have a pitched roof.
- D. The residence constructed must contain a minimum of a two (2) car garage or parking area without a basement.
- E. The Property shall not be further subdivided.

II. GENERAL PROVISIONS

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

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

III. GENERAL PROVISIONS

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

IN WITNESS WHEREOF, _____, who is duly authorized, executes the Declaration of Protective Covenants on this _____ day of _____, 2011.

ATTEST:

Signature of Property Owner

City of Mountain Brook

Memo

To: Sam Gordon, City Manager
From: Steven Boone
CC: Mayor and members of the City Council
Date: 3/21/2012
Re: Amendment criteria

Summary of proposed revisions to the City's annexation criteria

I am proposing the following modifications to the City's annexation criteria to formulate practices that have evolved since the criteria were last adopted back in the mid-1980s.

- 1. Explicitly state that criteria 2 (ad valorem land-use property valuation) shall be updated to reflect city-wide property valuation, school system enrollment, and population changes and to provide an illustration of the application of this criteria.
- 2. Fortify the development covenants and provide an example thereof to be used when considering the annexation of undeveloped property.
- 3. Change the square footage requirement for new construction from 3,500 to 4,500 square feet.

STATE OF ALABAMA)
JEFFERSON COUNTY)

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

whats might be more are signed to the foregoing Declaration of Protective Covenants and who have leave to me, acknowledged before me on this day that, being informed of the contents, has full authority and has executed the same voluntarily.

Given under my hand and official seal on this _____ day of _____, 2011.

Notary Public

My commission expires: _____

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA
JUNE 8, 2015**

The City Council of the City of Mountain Brook, Alabama met in public session in the City Hall Council Chamber at 7:00 p.m. on Monday, the 8th day of June, 2015. The Council President called the meetings to order and the roll was called with the following results:

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

Absent: None

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

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

1. RECOGNITION OF GUESTS

Council President Smith recognized three Boy Scouts (two from Troop 320 and one from Troop 28) 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:

Approval of the minutes of the May 26, 2015 regular meeting of the City Council.

2015-078	Authorize the appointment of Julia Gardner Gibler to the Tree Commission to serve without compensation through June 8, 2018 (replaces David Price)	Exhibit 1, Appendix 1
2015-079	1) Authorize the execution of a professional services agreement between the City and Skipper Consulting, Inc. with respect to traffic signal modifications design work for the intersection of Church Street and Montevallo Road/Montrose Road Stone and 2) Accept the proposal submitted by Stone and Sons Electrical Contractors for their installation of equipment pursuant to the aforementioned traffic signal modifications design plan	Exhibit 2, Appendix 2
2015-080	Accept the proposal submitted by Stone and Sons Electrical Contractors for their installation of equipment pursuant to the traffic signal modifications designed by Skipper Consulting dated May 21, 2015 for the intersection of Overbrook Road at Mountain Brook Parkway/Pine Ridge Road and authorize the execution of such other documents that may be determined necessary with respect to said project	Exhibit 3, Appendix 3

2015-081	Authorize the execution of a lease between the City (dba\The Emmet O'Neal Library) and Southlake Capital, LLC with respect to the leasing over thirty-six (36) months of twenty-eight (28) public computers by The Emmet O'Neal Library Board	Exhibit 4, Appendix 4
2015-082	Authorize the creation of one (1) Municipal Clerk I position (Class no. 2105, G26/10) to be filled at the discretion of the City Manager in accordance with the "Rules and Regulations" of the Personnel Board of Jefferson County	Exhibit 5
2015-083	Authorize the execution of the Acknowledgement and Consent, subject to such modifications as may be determined appropriate by legal counsel, with respect to the Partial Assignment of Development Agreement between Evson , Inc. and Iberia Bank with respect to the Lane Parke development agreement	Exhibit 6, Appendix 5
2015-084	Authorize the execution of the Assignment of Contract Rights between the City, and Evson , Inc., and Daniel Realty Company, LLC subject to such modifications as may be determined appropriate by legal counsel, with respect to the Lane Parke development agreement	Exhibit 7, Appendix 6
2015-085	Grant a sewer easement to the Jefferson County Commission, subject to such minor revisions that may be determined appropriate by legal counsel, with respect to the Piggly Wiggly project in Crestline Village	Exhibit 8, Appendix 7

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

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

Nays: None

Council President Smith thereupon declared that said minutes and Resolution Nos. 2015-078 through 2015-085 are adopted by a vote of 5—0.

3. CONSIDERATION OF AN ORDINANCE (NO. 1934) REMOVING TWO STOP SIGNS ON VINE STREET AT ITS INTERSECTION WITH DEXTER AVENUE AND PROVIDE FOR TWO STOP SIGNS ON DEXTER AVENUE AT ITS INTERSECTION WITH VINE STREET AND TO PROVIDE FOR PUNISHMENT THEREOF (EXHIBIT 9, APPENDIX 8)

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

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

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

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 President Pro Tempore Pritchard then moved for the adoption of said ordinance. The motion was seconded by Council member Shelton. Thereupon, Council President Smith called for vote with the following results:

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

Nays: None

The President of the Council declared that the said ordinance (No. 1934) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

4. CONSIDERATION OF AN ORDINANCE (NO. 1935) PROVIDING FOR A STOP SIGN ON BELLE MEADE WAY AT ITS INTERSECTION WITH SPRING VALLEY ROAD AND TO PROVIDE FOR PUNISHMENT THEREOF (EXHIBIT 10, APPENDIX 9)

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

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

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

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 Shelton then moved for the adoption of said ordinance. The motion was seconded by Council member Womack. Thereupon, Council President Smith called for vote with the following results:

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

Alice B. Womack

Nays: None

The President of the Council declared that the said ordinance (No. 1935) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

5. CONSIDERATION OF AN ORDINANCE (NO. 1936) ALTERING AND REARRANGING THE BOUNDARY LINES OF THE CITY OF MOUNTAIN BROOK, ALABAMA, SO AS TO INCLUDE WITHIN THE CORPORATE LIMITS CERTAIN OTHER TERRITORY CONTIGUOUS TO SAID CITY (EXHIBIT 11, APPENDIX 10)

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

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

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

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

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

Nays: None

The President of the Council declared that the said ordinance (No. 1936) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

6. PUBLIC HEARING TO CONSIDER FURTHER MODIFICATIONS/RESTRICTIONS TO THE CITY'S NOISE ORDINANCE WITH RESPECT TO COMMERCIAL LANDSCAPE SERVICE PROVIDERS WORKING IN RESIDENTIAL AREAS OF THE CITY (APPENDIX 11)

President Smith opened the public hearing and invited input from the audience members.

Brian Word of Northcote Drive and owner of Blackjack Horticulture:

- Last address the City Council about one year ago regarding this matter
- Submitted written comments to the City Manager (Appendix 11-1)
- In his opinion, the current regulations seem to be working well which seem to be consistent with the regulations regarding construction activity in the City

- His company performs both construction/installation work as well as maintenance. If the work times are altered for maintenance crews, it is possible that he could have construction crews working and using "loud" equipment and his maintenance workers at the same job site forced to wait until the approved start time.
- His maintenance crews start early for the safety of his workers so they can minimize their work during the hottest periods of the day
- Regarding quieter equipment options, the manager at Advanced Mower informed him that there are not any viable alternatives. These alternatives are not as powerful so it could take up to twice as long to perform the same task as with a more powerful unit and the noise reduction is only 8-10 decibels. These units are more expensive as well. There are no quieter model options for trimmers, edgers and mowers.
- As a resident, it is his observation that when he hears someone working early or late, it is usually a homeowner
- In his 15 years owning Blackjack, he can recall only a couple of complaints from residents which were dealt with on a case-by-case basis

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

President Smith:

- Expressed her shared concerns
- Had not previously considered the inconsistency of the hours of operation for maintenance workers with construction workers
- Is not inclined to pursue further restrictions at this time

President Pro Tempore Pritchard:

- This issue was considered very thoroughly last year
- The restrictions imposed upon the adoption of Ordinance No. 1906 were developed with input from the community and landscape service providers
- Sees no reason to modify the regulations further

Mayor Oden:

- Express disbelief that the manufacturers have not/cannot develop quieter models that will serve the needs of the end user

Council member Carl:

- Reminded everyone that the regulations pertain to commercial operators only and that homeowners can run their power equipment anytime
- Believes the current regulations are reasonable for the commercial community

Council member Shelton:

- Asked whether the Council should consider regulating the use of power equipment for all (private and commercial)

President Pro Tempore Pritchard:

- Such [private use] regulations have been suggested before but the City Council has consistently taken the position that private use should not be regulated until such time that it becomes a public nuisance

President Smith:

- Prefers that neighbors work together to resolve issues with respect to their use of power equipment
- Based on the comments from the audience and elected officials, it appears that no further regulations will be pursued at this time

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

Council President Smith announced that the next meeting of the Mountain Brook City Council will be held on Monday, June 22, 2015 at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213. Please visit the City's web site (www.mtnbrook.org) for more information.

8. ADJOURNMENT

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



City Clerk

EXHIBIT 1

RESOLUTION NO. 2015-078

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Julia Gardner Gibler is hereby appointed to the Tree Commission, to serve without compensation, with the term of office to end June 8, 2018.

APPENDIX 1

EXHIBIT 2

RESOLUTION NO. 2015-079

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of the professional services agreement submitted by Skipper Consulting, Inc., in the form as attached hereto as Exhibit A, with respect to the traffic signal modifications design and installation at the intersection of Church Street and Montevallo Road/Montrose Road.

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the City Manager to accept the proposal submitted by Stone & Sons Electrical Contractors for the installation of traffic signal modifications pursuant to the design drawings prepared by Skipper Consulting, Inc. dated May 28, 2015 in consideration of \$11,411 (Exhibit B attached hereto).

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Manager is further authorized to issue a purchase order and to execute such other documents that may be determined necessary with respect to said project.

APPENDIX 2

EXHIBIT 3

RESOLUTION NO. 2015-080

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the City Manager to accept the proposal submitted by Stone & Sons Electrical

Contractors for the installation of traffic signal modifications pursuant to the design drawings prepared by Skipper Consulting, Inc. dated May 21, 2015 as marked below:

- ~~Loop detection all work performed by IMSA Level II technician - \$26,884.00~~
- ~~Radar detection all work performed by IMSA Level II technician - \$58,935.08~~
- X Radar detection all work performed by IMSA Level II technician (City to provide radar detection - \$23,058.00)

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Manager is further authorized to issue a purchase order and to execute such other documents that may be determined necessary with respect to said project.

APPENDIX 3

EXHIBIT 4

RESOLUTION NO. 2015-081

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of a lease, in the form as attached hereto as Exhibit A subject to such minor changes as may be determined appropriate by the City Attorney, between the City (dba\The Emmet O'Neal Library) and Southlake Capital, LLC with respect to the leasing over thirty-six (36) months of twenty-eight (28) public computers by The Emmet O'Neal Library Board.

APPENDIX 4

EXHIBIT 5

RESOLUTION NO. 2015-082

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the creation of one (1) Municipal Clerk I position (Class no. 2105, G26/10) to be filled at the discretion of the City Manager in accordance with the "Rules and Regulations" of the Personnel Board of Jefferson County.

EXHIBIT 6

RESOLUTION NO. 2015-083

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of the Acknowledgement and Consent, in the form as attached hereto as Exhibit A subject to such modifications as may be determined appropriate by legal counsel, with respect to the Partial Assignment of Development Agreement between Evson, Inc. and Iberia Bank with respect to the Lane Parke development agreement.

APPENDIX 5

EXHIBIT 7

RESOLUTION NO. 2015-084

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of the Assignment of Contract Rights between the City, and

Evson , Inc., and Daniel Realty Company, LLC in the form as attached hereto as Exhibit A subject to such modifications as may be determined appropriate by legal counsel, with respect to the Lane Parke development agreement.

APPENDIX 6

EXHIBIT 8

RESOLUTION NO. 2015-085

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby grants a sewer easement to the Jefferson County Commission, in the form as attached hereto as Exhibit A subject to such minor revisions that may be determined appropriate by legal counsel, with respect to the Piggly Wiggly project in Crestline Village.

APPENDIX 7

EXHIBIT 9

ORDINANCE NO. 1934

AN ORDINANCE TO REMOVE TWO STOP SIGNS ON VINE STREET AT ITS INTERSECTION WITH DEXTER AVENUE AND PROVIDE FOR TWO STOP SIGNS ON DEXTER AVENUE AT ITS INTERSECTION WITH VINE STREET AND TO PROVIDE FOR PUNISHMENT THEREOF

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

Section 1. The two (2) stop signs located on Vine Street at its intersection with Dexter Avenue shall be removed and no longer enforced.

Section 2. It shall be unlawful for the driver of any vehicle to cause or allow such vehicle traveling in either direction along Dexter Avenue to enter its intersection with Vine Street when there is standing at such intersection a "Stop" sign facing in the direction of such driver without having first brought such vehicle to a complete stop within ten (10) feet of said intersection.

Section 3. Any person violating the provisions of this ordinance shall be punished by a fine not to exceed \$500.00, or by imprisonment not to exceed 180 days, or both.

Section 4. All ordinances or portions of ordinances conflicting with this ordinance are hereby repealed.

Section 5. This ordinance shall become effective when published as required by law.

APPENDIX 8

EXHIBIT 10

ORDINANCE NO. 1935

AN ORDINANCE PROVIDE FOR A STOP SIGN ON BELLE MEADE WAY AT ITS INTERSECTION WITH SPRING VALLEY ROAD AND TO PROVIDE FOR PUNISHMENT THEREOF

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

Section 1. It shall be unlawful for the driver of any vehicle to cause or allow such vehicle traveling in a southeasterly direction along Belle Meade Way to enter its intersection with Spring Valley Road when there is standing at such intersection a "Stop" sign facing in the direction of such driver without having first brought such vehicle to a complete stop within ten (10) feet of said intersection.

Section 2. Any person violating the provisions of this ordinance shall be punished by a fine not to exceed \$500.00, or by imprisonment not to exceed 180 days, or both.

Section 3. All ordinances or portions of ordinances conflicting with this ordinance are hereby repealed.

Section 4. This ordinance shall become effective when published as required by law.

APPENDIX 9

EXHIBIT 11

ORDINANCE NO. 1936

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

2019041800072280 1418
Bk: LC261513 Pg: 14485
Jefferson County, Alabama
Jurisdictional Instrument filed on
04/26/2019 09:25 AM for one
Judge of Probate- Alan L. King

WHEREAS, the City Council of the City of Mountain Brook, Alabama, does hereby determine that the matters set forth in that certain petitions of **Charles F. Armstrong, President, on behalf of LOCKERBIE ASSOCIATION, INC., and IRVING MEISLER** wherein the owners of the properties described therein and hereinafter described in this Ordinance, requested that said properties be annexed to the City of Mountain Brook are true, and that it is in the public interest that said properties be annexed to the City of Mountain Brook.

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

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

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

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

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

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

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

EXHIBIT "A"

**I. Lockerbie Association, Inc. (c/o Boothby Realty): 0.01 acres (+/-)
3871 Lockerbie Drive
Birmingham, AL 35223**

A parcel of land situated in the Northeast Quarter of the Southwest Quarter of Section 16, Township 18 South, Range 2 West, Jefferson County, Alabama, said parcel being a portion of landscape area as shown on the Amended Map of Lockerbie Phase IV as recorded in Map Book 148, Page 20, in the Office of Judge of Probate of Jefferson County, Alabama, and being more particularly described as follows:

Begin at the Northeast corner of Lot 1 Cluster 1 according to the Amended Map of Lockerbie Phase IV, as recorded in Plat Book 148, page 20; thence run in a northerly direction along the north line of said Lot 1 Cluster 1 a distance of 88.28 feet to a found 5/8 inch rebar; thence leaving said Lot 1 Cluster 1, turn an angle of 77 degrees 06 minutes 57 seconds and run a distance of 6.15 feet to a found 1 inch crimped pipe; thence turn an angle of 102 degrees 53 minutes 03 seconds and run a distance of 91.54 feet to a set 5/8 inch capped rebar stamped GSA; thence turn an angle of 52 degrees 20 minutes 40 seconds and run a distance of 7.58 feet to the POINT OF BEGINNING. Said parcel contains 540 square feet or 0.01 acres more or less.

**II. Irving Meisler: 0.30 acres (+/-)
106 Lockerbie Lane
Birmingham, AL 35243**

Lot 1, in Cluster #1, according to the Amended Map of Lockerbie, Phase IV, as recorded in Map Book 148, Page 20, in the Office of the Judge of Probate of Jefferson County, Alabama.

Subject to current taxes, all matters of public record, including, but not limited to easements, restrictions of record, and other matters which may be viewed by observation.

APPENDIX 10

Sam Gaston

2015-078

From: Bill Warren
Sent: Monday, June 01, 2015 11:07 AM
To: Sam Gaston
Cc: Julia Gibler
Subject: Fwd: Julia Gibler - bio

FYI
 Thanks

Begin forwarded message:

From: Julia Gibler <julia.gibler@gmail.com>
Date: June 1, 2015 at 10:22:38 AM CDT
To: Bill Warren <bwarren@lahrealestate.com>
Subject: Re: Julia Gibler - bio

1. Julia Gardner Gibler received her Bachelor's from the University of Tennessee and a Master's in English from the University of Kentucky. She has taught freshman composition, worked as a recruiter for UK, and been both the Assistant Director and Director of Advising for Bluegrass Community College. Julia moved to Tuscaloosa in 2006, where she continued working in Student Services at the University of Alabama before taking time off to raise her two children. She volunteered with the Druid City Canopy Coalition from 2011 to 2014. This group began after the April 2011 tornado and provided both trees and tree planting services to those in need. It continues to facilitate Tuscaloosa's annual tree giveaway. She and her family moved in 2014 to Mountain Brook -- where they very much enjoy the beautiful tree canopy.

On Fri, May 22, 2015 at 11:58 AM, Julia <julia.gibler@gmail.com> wrote:

I volunteered with druid city canopy coalition, which became the tree commission when I was planning to move so I declined to serve on it.

From: Bill Warren
Sent: 5/22/2015 9:07 AM
To: Julia Gibler
Subject: Re: Julia Gibler - bio

Did you serve on the Tuscaloosa tree commission?

On May 21, 2015, at 4:29 PM, Julia Gibler <julia.gibler@gmail.com> wrote:

1. Julia Gardner Gibler received her Bachelor's from the University of Tennessee and a Master's in English from the University of Kentucky in 2001, where she taught freshman composition. She then served as a student recruiter for UK before becoming Assistant Director and eventually Director of Advising and Assessment for Bluegrass Community College. Julia moved to Tuscaloosa in

APPENDIX 1

6/1/2015

Monteville Road at Church Street

State Bid Equipment Order from Tomlin, Inc.	\$ 8,780.00
Price for Installation from Stone and Sons	\$11,511.00
Total Construction Cost	\$20,291.00

Overbrook Road at Mountain Brook Parkway/Pine Ridge Road

Option 1 - Lane Director Signs to Payment	
Price for Installation from Stone and Sons	\$36,894.00
Option 2 - Roader Lanes Abandoned on Right	
Price for Installation from Stone and Sons	\$34,935.00
Option 3 - Roader Lanes Abandoned on Left	
State Bid Order from Woodbridge	\$75,343.00
Price for Installation from Stone and Sons	\$11,858.00
Total Construction Cost	\$48,888.00

PROFESSIONAL SERVICES AGREEMENT

The City of Mountain Brook and Shipper Consulting, Inc.

This Agreement is made by and between the City of Mountain Brook, Alabama ("Client"), doing business at 68 Church Street, Mountain Brook, Alabama 35213 and Shipper Consulting, Inc. ("Contractor"), doing business at 2844 Yarn Road, Suite 100, Birmingham, Alabama 35226.

WHEREAS, the Client requests that the Consultant perform professional traffic engineering services related to a traffic signal modification design for the intersection of Monteville Road at Church Street/Monteville Road (the "Project" or "Services");

WHEREAS, the parties intend that the Consultant be authorized to start work on the services outlined in this agreement upon execution of this Agreement; and

WHEREAS, the Client and Consultant agree that the Services be performed pursuant to the terms of the Agreement, together with the attached Exhibit A and the Addendum related hereto, which writings constitute the entire agreement between them relating to the assignment.

1. PROFESSIONAL SERVICES. The Consultant agrees to perform the following Services under the Agreement:

SEE SCOPE OF WORK SET FORTH ON EXHIBIT "A"

The Consultant agrees to perform its Services in a manner that is consistent with professional skill and care that would be provided by other professionals in the industry under terms of similar conditions, and in the ordinary progress of the Project.

3. CLIENT'S RESPONSIBILITIES. Client, at its expense, will provide the Consultant with all required 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 the project.

The Client shall participate with the Consultant by providing information and materials in a timely manner, upon reasonable and bona fide requests as project alternatives to the extent necessary to allow the Consultant to perform the scope of work within established schedule.

3. COMPENSATION/BILLING/PAYMENT: Shipper Consulting Inc. will undertake and perform the work and services outlined in Exhibit "A" for a total fee (inclusive of all expenses) of \$1,255.00.

The CLIENT will bill for its Services monthly based on the work completed during the billing period. Invoices for successful contracts are payable within 30 days from the receipt by the Client, and each payment shall not be conditioned or dependent upon any conditions or any action or nonaction of the Client other than those conditions, if any, specifically set forth in this Agreement.

If modifications or other unforeseen factors cause a change in the scope of Work outlined in Exhibit "A", the Consultant will notify the Client in writing of the change and any adjustments to the fee set forth in this agreement. If the Client agrees to undertake tasks that are identified as being outside the proposed scope of services, the Consultant will prepare a proposal for the additional work. No additional work or services other than those contemplated herein shall be performed without the written approval of the Client.

EXHIBIT A

If for any reason, payment for unperformed amounts reflected on invoices is more than 30 days delinquent, the Consultant shall have the right to stop work on the assignment until such payment is made. The Consultant will not be liable for any delays to project schedules caused by such work stoppage.

4. STANDARD TERMS AND CONDITIONS

The Client shall have final right of review and approval of all plans and specifications that shall be delivered in accordance with the performance of the Services; however, review and approval shall not be withheld unreasonably.

The rights and obligations of the parties to this Agreement 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.

Either party may terminate this Agreement upon 10 days' written notice to the other party should the subsiding party substantially fail to perform any or its material responsibilities in the Agreement through no fault of the party desiring to terminate. In the event of termination of this Agreement, but in the event of a person or party other than the Consultant, Consultant shall be paid for Services performed to termination date.

The Consultant agrees to furnish consulting services only related to the Project. Consultant shall be responsible for coordination of its work with that of Client.

This Agreement (including Exhibit A and the Addendum) shall constitute the entire agreement between the parties concerning the matters herein, and any prior understanding or representation of any kind, including the date of the agreement shall not be binding upon either party except to the extent incorporated into this Agreement.

Any modification or amendment of this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Alabama.

The failure of either party to this agreement to fulfill any of the terms and conditions of any of the terms and conditions of this agreement, or the failure of any branch of any of the terms and conditions of this agreement, shall not be deemed as a material breach unless such terms and conditions are so stated and remain in full force and effect as if no such breach occurred or never had occurred.

The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provisions. 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 its terms unless the contract or such terms shall state due to events beyond a party's reasonable control, include, but not limited to, the following: acts of God, strikes, lockouts, or other industrial disturbances, wars, labor union disputes or embargos, epidemics, insurrections, riots, governmental actions, explosions, fire, floods, or any other cause not within the reasonable control of either party.

Contract shall secure and maintain such insurance as is reflected on the Addendum.

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

2015-079

Minute Book 87

240

The Client's review of any report, documents or other deliverables prepared by the Consultant for the Project on any other project without written verification by the Consultant shall be at the Client's risk. The parties signing this Agreement warrant that they have the authority to sign on behalf of the Client and Consultant.

CLIENT: CITY OF MOUNTAIN BROOK, AL CONSULTANT: SHIPPER CONSULTING INC.

By: [Signature] By: [Signature]

Printed Name: Lawrence T. Osborn Printed Name: Darrell B. Shipper

Title: Mayor Title: President

Date: 6/8/2015 Date: 5/29/15

EXHIBIT A

EXHIBIT "A"

SCOPE OF WORK

The Consultant shall prepare a traffic signal modification design for the intersection of Monteville Road at Church Street/Monteville Road. The scope of the modification includes installation of a new corner control to allow for the modification of the phasing scheme of the intersection.

The following specific items are included in the scope of work:

- Prepare construction plans
- Prepare a cost estimate for construction
- Contract with a single contractor to develop if the proposed work will exceed \$20,000
- If the project will be under \$20,000, provide estimates and coordination necessary for the City to enter into an agreement for construction for the signal modification
- If the project will be over \$20,000, work with the City to advertise for bids, evaluate bids, award a bid, and contract with the selected contractor
- Coordinate structural work activities and inspect operation of the signal modification
- Program the new controller and fine-tune the programming based on field observations

Schedule

The Consultant shall perform the scope of work as documented in Exhibit "A", up to and including heading of last phase for construction, within a period of two (2) calendar weeks following notice to proceed, barring unforeseen circumstances outside of the control of the Consultant.

EXHIBIT A

APPENDIX 2

action shall be litigation in a court with competent jurisdiction that is located in Jefferson County, Alabama.

3. **Attorney's Fees; Court Costs; Litigation Expenses.** The City shall not be liable for attorney's fees, court costs, litigation expenses, and the 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 contract provision imposing or allocating liability transfer.

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, and bills rendered to the City shall not be considered delinquent until after thirty (30) days after receipt of a complete and accurate bill by the Contractor. Contracted bills shall not be considered delinquent pending resolution of the dispute.

5. **Indemnification; Hold-Harmless; Release; Waiver; Limitation of Liability or Recovery.** The City shall not and does not intend to, 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, suit, charge, fee, expense, or liability whatsoever arising out of or relating to the subject matter of the Agreement or the performance or non-performance thereof, nor shall or does the City waive its right to assert in person 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 private ownership or acting on Contractor's behalf. Any limitation or restriction regarding the type, amount, 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 Forum or Venue.** The meaning, legal effect, and enforcement of terms and provisions of the Agreement and the resolution of any dispute 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 sustain relief by means of any asserted breach of duty arising out of or relating to the performance or non-performance 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 enlarge 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. **Independent Contractor.** Contractor's relationship to Client as all things is that of an independent contractor. Contractor understands and warrants that it is an independent contractor and performs its services or provides the goods, services or maintenance described in the Agreement. The Client does not reserve any right of control over Contractor's operations or the activities it utilizes to perform its obligations in the Agreement.

9. **Contractor's Insurance Requirements.** For the duration of this Agreement and for limits not less than stated below, the Contractor shall maintain the following insurance with a company(ies) licensed authorized to do business in the location of the Project and reasonably acceptable to the City:

- 1. **Comprehensive General Liability:** This insurance shall cover all operations performed by or on behalf of Contractor, and provide coverage for bodily injury and property damage with a combined single limit of not less than \$250,000 per occurrence.
- 2. **Automobile Liability:** If the work or services performed by the Contractor involves use of motor vehicles on public streets, Automobile Liability covering owned and rental vehicles owned by Contractor with policy limits of not less than Five Hundred Thousand Dollars (\$500,000) combined single limit and aggregate for bodily injury and property damage, per occurrence.
- 3. **Workers Compensation; Workers' Compensation and Employee Liability as required by state.**
- 4. **Professional Liability:** If Contractor is providing professional services, Professional Liability covering Contractor's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than One Million Dollars (\$1,000,000) per claim and in the aggregate.

Contractor may not intend to secure liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such liability or excess insurance results in the same type of coverage as required for the individual policies. These insurance requirements are in addition to and do not affect any indemnification obligations of Contractor herein.

All policies, except the Workers Compensation and Professional Liability policies shall contain endorsements naming the City, and its officers, employees and agents as additional named insured with respect to liabilities that arise out of and result from the operations of the Contractor or its performance of services or work. The additional named insured endorsement shall not limit the scope of coverage to the City to vicarious liability, but shall show coverage for the City to the fullest extent provided by the policy.

All insurance policies required herein are to be primary and non-contributory with any insurance or self-insurance program maintained by the City.

Before commencement of services hereunder, Contractor shall provide the City a certificate(s) of insurance and underwriting (including the additional named endorsements) evidencing compliance with the requirements in this section. This certificate(s) shall provide that such insurance shall not be terminated or expire within thirty (30) days advance notice to the City.

10. **Indemnification for Claims by Third Parties.** The Contractor agrees to defend, indemnify, and hold harmless the City, and its agents, employees and officials (collectively hereinafter the "Indemnified") from and against all demands, actions, charges, judgments, expenses (including but not limited to attorney's fees, expert fees, court costs and other litigation costs), losses, damages, and claims (including those for bodily injury, sickness or death, or to injury to, destruction or loss of use of tangible property, or those for financial loss or damage, collectively hereinafter "Claims") that are made against the City by any third parties (including any employee, agent or representative of the Contractor, collectively "Third Parties") to the extent that such Claims are caused or allegedly caused by

the negligence of the Contractor in the performance of its services, or work on the Project described in the Agreement or its failure to perform its obligations in the Agreement.

11. **EXCLUSION OF CONSEQUENTIAL DAMAGES.** THE CONTRACTOR AGREES AND ACKNOWLEDGES THAT, IN THE EVENT THAT IT ASSERTS ANY CLAIM, DEMAND OR ACTION OF ANY TYPE AGAINST THE CITY ARISING FROM ITS ALLEGED BREACH OF THIS AGREEMENT OR ITS FAILURE TO PERFORM ANY OF ITS OBLIGATIONS THEREUNDER, THE MAXIMUM AMOUNT THAT THE CONTRACTOR MAY RECOVER FROM THE CITY AS DAMAGES BY ANY SUCH ACTION IS LIMITED TO THE ACTUAL DAMAGES THAT DIRECTLY ARISE FROM THAT BREACH. THE CONTRACTOR FURTHER ACKNOWLEDGES THAT THE COMMERCIAL TERMS HEREBIN WERE PROPOSED AND BASED ON THE ASSUMPTION THAT THIS SPECIFIC LIMITATION IS APPLICABLE, AND THAT THE CITY WOULD NOT ENTERED INTO THIS AGREEMENT WITHOUT INCLUDING THIS LIMITATION. BY ANY EVENT WILL THE CITY BE LIABLE TO THE CONTRACTOR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR OTHER SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUE OR FOR INCREASED COST OF OPERATION. NOTHING IN THIS PROVISION IS INTENDED TO IMPACT, MODIFY, AMEND OR LIMIT THE TERMS OR APPLICATION OF THE REMEDIATION PROVISION IN THE PROVISION ABOVE THAT PERTAINS TO CONTRACTOR'S OBLIGATIONS TO INDEMNIFY THE CITY FOR CLAIMS MADE AGAINST THE CITY BY THIRD PARTIES.

CITY: CITY OF MOUNTAIN BROOK CONTRACTOR: SHIFFER CONSULTING INC.
 By: David Cook By: David B. Schaefer
 Printed Name: William T. Oden Printed Name: David B. Schaefer
 Title: Mayor Title: President
 Date: 6/18/2015 Date: 6/18/15



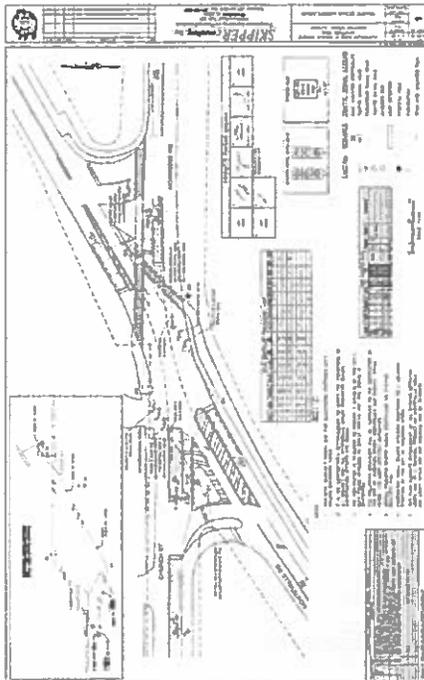
City of Mountain Brook

June 1, 2015

R.E. Church Sr @ Mayor Info & Website

We are pleased to offer the following price for the traffic signal maintenance on the above referenced location. Our price is based on the drawing by Shiffer Consulting dated 5/29/2015. Our price will be \$11,111.00 all work by MESA Level II technicians.

Bern Engert,
Mark Rayner
 Mark Rayner
 Project Manager



2015-080



City of Mountain Brook

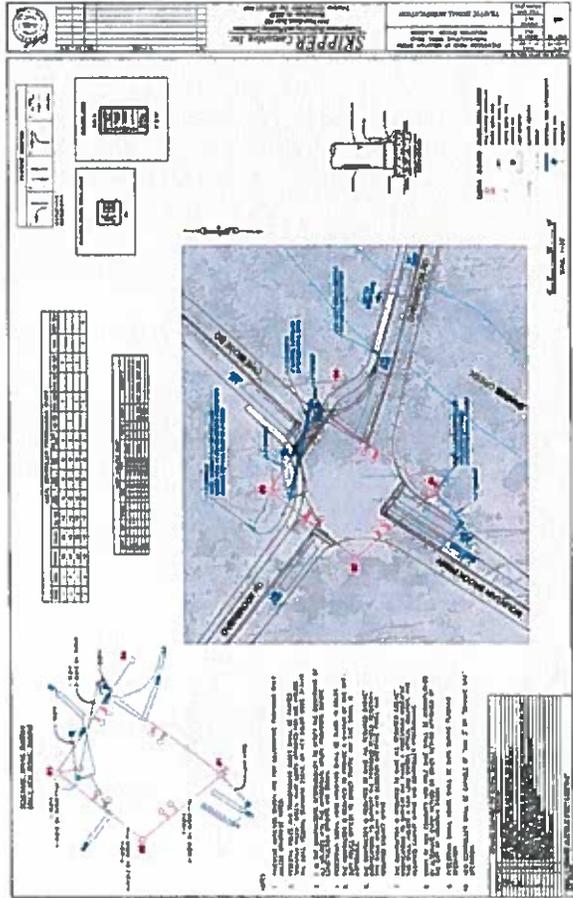
June 7, 2015

RE: Parkway @ Pine Ridge A Overbrook

We are pleased to offer the following price for the traffic signal modifications on the above referenced location. Our price is based on the drawing by Skipper Consulting dated 5/21/2015. Our price will be \$58,955.08, for radar detection all work by IMSA Level II technician. If the city supplies the radar detection the price will be \$23,058.00.

Best Regards,
J. Mark Rouse
 J. Mark Rouse
 Project Manager

2530 Queenstown Road • Birmingham, AL 35210 • Office: (205) 833-8494 • Fax: (205) 833-9390



APPENDIX 3

Montevallo Road at Church Street

State Bid Equipment Order from Temple, Inc.	\$ 8,780.00	} 2015-079
Price for installation from Stone and Sons	\$11,413.00	
Total Construction Cost	\$20,193.00	

Overbrook Road at Mountain Brook Parkway/Pine Ridge Road

Option 1 – Loop Detector Wires in Pavement		
Price for installation from Stone and Sons	\$26,894.00	
Option 2 – Radar Units Mounted on Poles		
Price for installation from Stone and Sons	\$58,955.08	
Option 3 – Radar Units Mounted on Poles		
State Bid Order from Wavetronix	\$23,943.00	} 2015-080
Price for installation from Stone and Sons	\$23,058.00	
Total Construction Cost	\$45,001.00	

Southlake Capital, LLC
1300 Southlake Park, Suite 230
Birmingham, AL 35244
Mike F. Seal / 205.442.1212 / mseal@southlakecapital.com

ITEM DESCRIPTION	Monthly	Monthly	Monthly
	Lease Rate	Lease Rate	Lease Rate
	12 Months	24 Months	36 Months
Computer/IT Equipment	0.00937	0.04790	0.031795
Car	0.00937	0.04790	0.031795
Printer Equipment	0.00937	0.04790	0.031795
Peripherals	0.00930	0.04661	0.02274
Maintenance	0.00930	0.04661	0.02274
Telco of Equipment	0.00930	0.04661	0.02274
Delivery/Installation	N/A		



QUOTATION
Quote #: 78642278
Customer #: 41004791
Contract #: 66AFT
Customer Agreement #: T831-PC & Server
Quote Date: 06/07/2015
Customer Name: EMMETT ONEAL LIBRARY

Unit#: A270815
Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

Sales Professional Information
SALES REP: STARR J KUPCELMAH9 PHONE: 1800-4053355
Email Address: Starr_Kupcelmah@dell.com Phone Ext: 6132186

GROUP: 1 QUANTITY: 1 SYSTEM PRICE: \$1,144.38 GROUP TOTAL: \$1,144.38

Description	Quantity
OptiPlex 8020 Small Form Factor (SFF-AAAT0)	1
RGB (2xRGB) 1900MHz DDR3 Non-ECC (S70-AAAG0)	1
US English (QWERTY) Dell K5212-B QuietKey USB Keyboard (Black) (S80-AAAC0)	1
No Monitor (480-ABR4)	1
Intel Integrated Graphics, Dell OptiPlex (480-BSFC0)	1
No Webcam (S53-BSFC0)	1
1TB 3.5 Inch Serial ATA (7.200 RPM) Hard Drive (403-AAAG0)	1
Windows 7 Professional English/French 64bit (includes Windows 8.1 Pro license) (S38-888L)	1
US Order (S32-1288)	1
OptiPlex 8020 Small Form Factor Chassis of up to 85 Percent Efficient PSU (Series V2) (S28-88CK0)	1
Dell USB Optical Mouse MS111 (S70-AAAR0)	1
No eSATA (S87-88CC0)	1
No BIOS required (S53-BSBQ0)	1
8X DVD-ROM Drive (428-AAAR0)	1
Internal Dell Business Audio Speaker (S26-AAAP0)	1
No Webcam (S53-BSFC0)	1
System Power Cord (P/Plug/Type/US) (45D-AAQ0)	1
Windows 8.1 DVD OS Recovery(English) (S28-AAAS0)	1
Dell Backup and Recovery Manager for Windows 7, Multiple Language (S37-AAAK0)	1
No Quick Reference Guide (S48-ABRY0)	1
Microsoft Office Trial, MS, Office, Precision, Lifetime (S30-AAAP0)	1
Dell United Hardware Warranty Plus Service (997-8870)	1
Onsite-Home Service After Remote Diagnosis 3 Years (987-8872)	1
No Special BIOS Setup Required (S96-888C0)	1
Intel vPro Technology Enabled (S31-AAAS0)	1
Dell Z3 Monitor - P2314H (480-ABM0)	1
No Diagnostic/Recovery CD media (S40-ABJ0)	1

- No Quick Reference Guide (S40-ABRY0)
- NO ADAPTER (470-AAAL0)
- Dell Digital Delivery Client (421-4067)
- Thank you for buying Dell (421-8882)
- Dell Data Protection System Tests Digital Delivery(DT (421-8882))
- Visit www.dell.com/encryption (S32-888C0)
- Thank you for buying Dell (S32-888C0)
- Adobe Reader 11 (S40-88DF0)
- Dell Data Protection | Protected Workspace (S40-88EE0)
- Enable Low Power Mode (S68-888AC0)
- Dell Client System (S56-888W0)
- Windows Max Audio (S58-888W0)
- NO RAID (S17-888B0)
- No Anti-Virus software (S50-AAH0)
- Intel Core i7-4730 Processor (Quad Core, 3.5GHz, 8MB Cache, vPro Graphics 4800) (S38-888L)
- No DDR3 Encryption Software (S54-3405)
- Chassis Intrusion Switch (461-AAAX0)
- No Intel Resistor (S101-888L0)
- Small Form Factor Chassis Maintenance Holes (S0460) (412-AAAB0)
- 8-in-1 MTL_SYSTEM OptiPlex SFF (S40-ACDR0)
- PowerDVD Software not included (428-AAAC0)
- Thank You for Choosing Dell (S40-ACB0)
- Thank You for Choosing Dell (S40-ACB0)
- Regulatory Label, 90389FF, Mexico (S88-88C3L)
- No Add On Card (S82-888J0)
- Intel Core i7 vPro Label (S88-88YC0)

*Total Purchase Price:	\$1,144.38
Product Subtotal:	\$1,144.38
Tax:	\$0.00
Shipping & Handling:	\$0.00
State Environmental Fee:	\$0.00
Shipping Method:	LTL 8 DAY OR LESS
	(* Amount shown in \$)

Quote this quote easily online through your [Express Shop](#). If you do not have Premier, using [Quote2Go](#) [Click](#)

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The information in this document is believed to be accurate. However, Dell assumes no responsibility for inaccuracies, errors, omissions, and shall not be liable for direct, indirect, special, incidental, or consequential damages resulting from any such error or omission. Dell is not responsible for pricing or other errors, and reserves the right to cancel orders arising from such errors. Dell may make changes to this proposal including charges or updates to the products and services.

includes, including pricing, without notice or obligation.
Terms of Sale
This quote is valid for 30 days unless otherwise stated. Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request:

If this purchase is for your Internal use only: Dell's Commercial Terms of Sale ([www.dell.com/ct_s](#)), which incorporates Dell's U.S. Return Policy ([www.dell.com/returnpolicy](#)) and Warranty ([http://www.dell.com/warranty](#)).

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You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

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If you are a department, agency, division, or office of any district, state, county or municipal government within the United States ("Public Customer"), the following terms ("Public Customer Terms") apply in addition to the foregoing terms. A. If any portion of the foregoing terms and conditions for any terms referenced therein is prohibited by law, such portion shall not apply to you. Notwithstanding anything to the contrary, the End User License Agreements shall have precedence in all conflicts relevant to your use of any software. B. By placing your order, you confirm that (1) you are a contracting officer or other authorized representative of Public Customer with authority to bind the Public Customer to these terms and conditions, and (2) you have read and agree to be bound by these terms and conditions.
Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to correct quotes and orders arising from pricing or other errors. Sales tax on products shipped is based on your "Ship To" address, and for software downloads is based on your "Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-452-8823. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: Dell Marketing LP. Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly. All information supplied to EMMETT ONEAL LIBRARY for the purpose of this proposal is to be considered confidential information belonging to Dell.

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2015-083

NOTICE OF ASSIGNMENT

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

RE: Development Agreement

Ladies and Gentlemen:

By a Partial Assignment of Development Agreement ("Assignment") dated the 10th day of June, 2015, EVSON, INC., an Alabama Corporation, ("Owner") has collaterally assigned to IBERIABANK, a Louisiana state chartered bank and its successors and/or assigns ("Lender") certain of its rights in the Development Agreement dated July 30, 2012 and the First Amendment to Development Agreement dated August 26, 2014 (collectively, the "Development Agreement") between the Owner and the CITY OF MOUNTAIN BROOK, ALABAMA (the "CITY").

In connection with the partial collateral assignment of the Development Agreement, Lender has requested that we obtain the City's acknowledgment to the following:

1. The Development Agreement is in full force and effect;
2. The City is aware that the Development Agreement has been collaterally assigned by Owner to Lender;
3. No default has occurred under the Development Agreement;
4. The City acknowledges that Owner has agreed with Lender that no changes or modifications to the provisions of the Development Agreement related to the rights being assigned to Lender shall be made without the express written consent of Lender;
5. The City acknowledges that if Lender sends notice to City that Owner is in default in connection with its obligations to Lender, then upon receipt of such notice the City shall be permitted to deliver to Lender, payable jointly to the Owner and Lender, any and all payments related to the rights being assigned to Lender that the City would be obligated to remit to Owner under Article III of the Development Agreement.
6. Copies of all notices the City sends to Owner under the terms of the Development Agreement related to the rights being assigned will simultaneously be sent to Lender at the following address:

IBERIABANK
2340 Woodcrest Place

Birmingham, AL 35209
ATTN: John Turner

7. In the Assignment, the Owner has not granted and shall not grant Lender any greater rights than those rights granted to the Owner under the Development Agreement.

City has executed this Notice of Assignment on the 10th day of June, 2015.

CITY:

City of Mountain Brook, Alabama

By: Sam Gaston
Name: Sam Gaston
Its: City Manager

2015-084

ASSIGNMENT OF CONTRACT RIGHTS

THIS ASSIGNMENT OF CONTRACT RIGHTS (this "Agreement") dated as of June 10, 2015 (the "Effective Date") is executed by DANIEL REALTY COMPANY, LLC, an Alabama limited liability company (the "Assignor") and EVSON, INC., an Alabama corporation (the "Assignee").

Recitals

A. The City of Mountain Brook, Alabama (the "City"), Assignor and Assignee previously entered into that certain Development Agreement dated July 30, 2012, as amended by that certain First Amendment to Development Agreement dated August 26, 2013 (the "Municipal Incentives Agreement"), pursuant to which the City agreed to make available to Assignor and Assignee certain funds and incentives to facilitate the development and construction of the mixed-use project known as Lane Parke at Mountain Brook Village (the "Project").

B. Pursuant to Sections 2.1, 2.3 and 2.4 of the Municipal Incentives Agreement, Assignor and Assignee agreed to construct and complete the Project in accordance with the Project Plans, as defined in the Municipal Incentives Agreement (collectively, the "Project Work").

Pursuant to Article III of the Municipal Incentives Agreement, the City agreed to pay to Assignor and Assignee Four Million and No/100 Dollars (\$4,000,000.00) as compensation for certain improvements to or construction of Lane Parke Road, Culver Road and Jernison Lane to be completed by Assignor and Assignee (the "Roadway Improvement Costs"), such Roadway Improvement Costs to be paid to Assignor and Assignee pursuant to Sections 3.1 through 3.5 of the Municipal Incentives Agreement (collectively, the "Roadway Improvement Rights").

C. Pursuant to Section 4.10 of the Municipal Incentives Agreement, the City agreed to make available to Assignor and Assignee certain suitable structural fill for the Project that is currently stored on property owned by the Birmingham Zoo (the "Suitable Fill Material"), such Suitable Fill Material to be made available to Assignor and Assignee pursuant to Section 4.10 of the Municipal Incentives Agreement (the "Fill Material Rights").

D. The Project Work, the Roadway Improvement Rights and the Fill Material Rights shall be collectively referred to herein as the "Contract Rights".

E. Assignor and Assignee have agreed that Assignee shall be solely responsible for the completion of the improvements to or construction of Lane Parke Road, Culver Road and Jernison Lane.

F. Accordingly, Assignor has agreed to convey to Assignee and Assignee has agreed to accept and assume from Assignor, all of Assignor's right, title, interest and obligations with respect to the Contract Rights as more specifically set forth herein.

Agreement

Assignment of Contract Rights 0121194 1

Assignment of Contract Rights 0121194 2

3

IN WITNESS WHEREOF, each of the Assignor, Assignee and the City have caused this Agreement to be executed as of the date first set forth above, by its duly authorized representative.

ASSIGNOR:

DANIEL REALTY COMPANY, LLC, an Alabama limited liability company

By: Daniel Realty Corporation, an Alabama corporation, its Manager

By: [Signature]
Name: S. V. [Signature]

ASSIGNEE:

EVSON, INC., an Alabama corporation

By: [Signature]
Name: John T. Evans, President

CITY:

CITY OF MOUNTAIN BROOK, ALABAMA, an Alabama municipal corporation

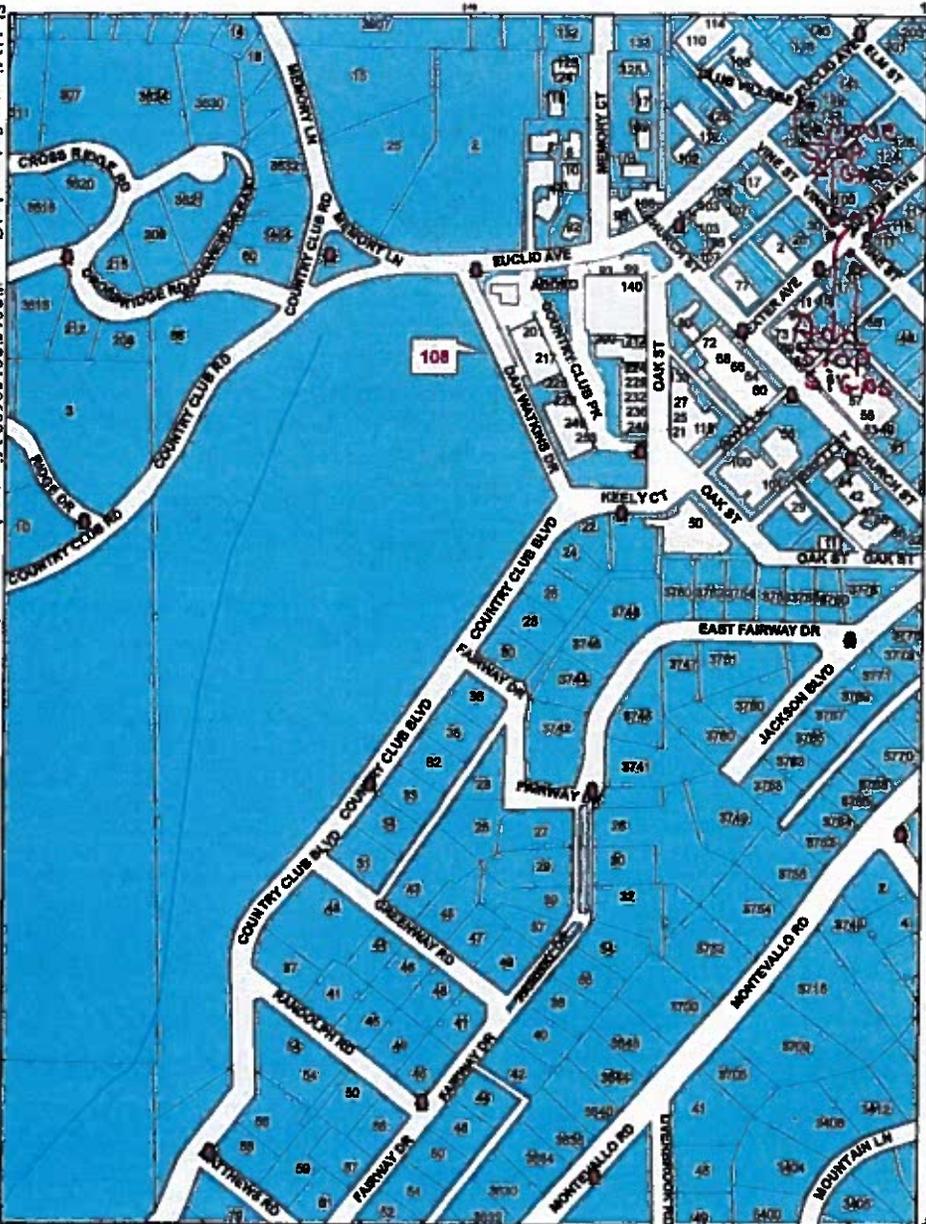
By: [Signature]
Name: City Manager

4

Assignment of Contract Rights 0121194 2

Assignment of Contract Rights 0121194 2

APPENDIX 6



SAM S. GASTON
CITY MANAGER

June 1, 2015

Dear Resident:

The Mountain Brook City Council will consider an ordinance, at its June 8th meeting to reverse the stop signs at the Dexter Avenue and Vine Street intersection. This meeting will begin at 7:00 pm. at City Hall.

Due to the relocation of the Piggly-Wiggly to Vine Street, traffic is expected to increase on Vine Street. Our traffic engineer, Skipper Consultants, has recommended the stop signs on Vine Street at Dexter Avenue be removed and placed on Dexter Avenue instead. (See attached map)

You are invited to attend the City Council meeting on June 8th at 7:00 p.m. to voice your support or opposition to this proposed change. If you cannot attend on June 8th, but would like to comment, please do so by sending me an email to gastons@mtnbrook.org.

Sincerely,

Sam S. Gaston
City Manager

CITY OF MOUNTAIN BROOK

56 Church Street
PO Box 130009
Mountain Brook, Alabama 35213
Telephone: 205.807.3803
Fax: 205.870.3577
gastons@mtnbrook.org

1934



CITY OF MOUNTAIN BROOK

56 Church Street
PO Box 130609
Mountain Brook, Alabama 35213
Telephone 205 802 3802
Fax 205 870 3577
gastons@mtnbrook.org

SAM S. GASTON
CITY MANAGER

May 29, 2015

Dear Resident:

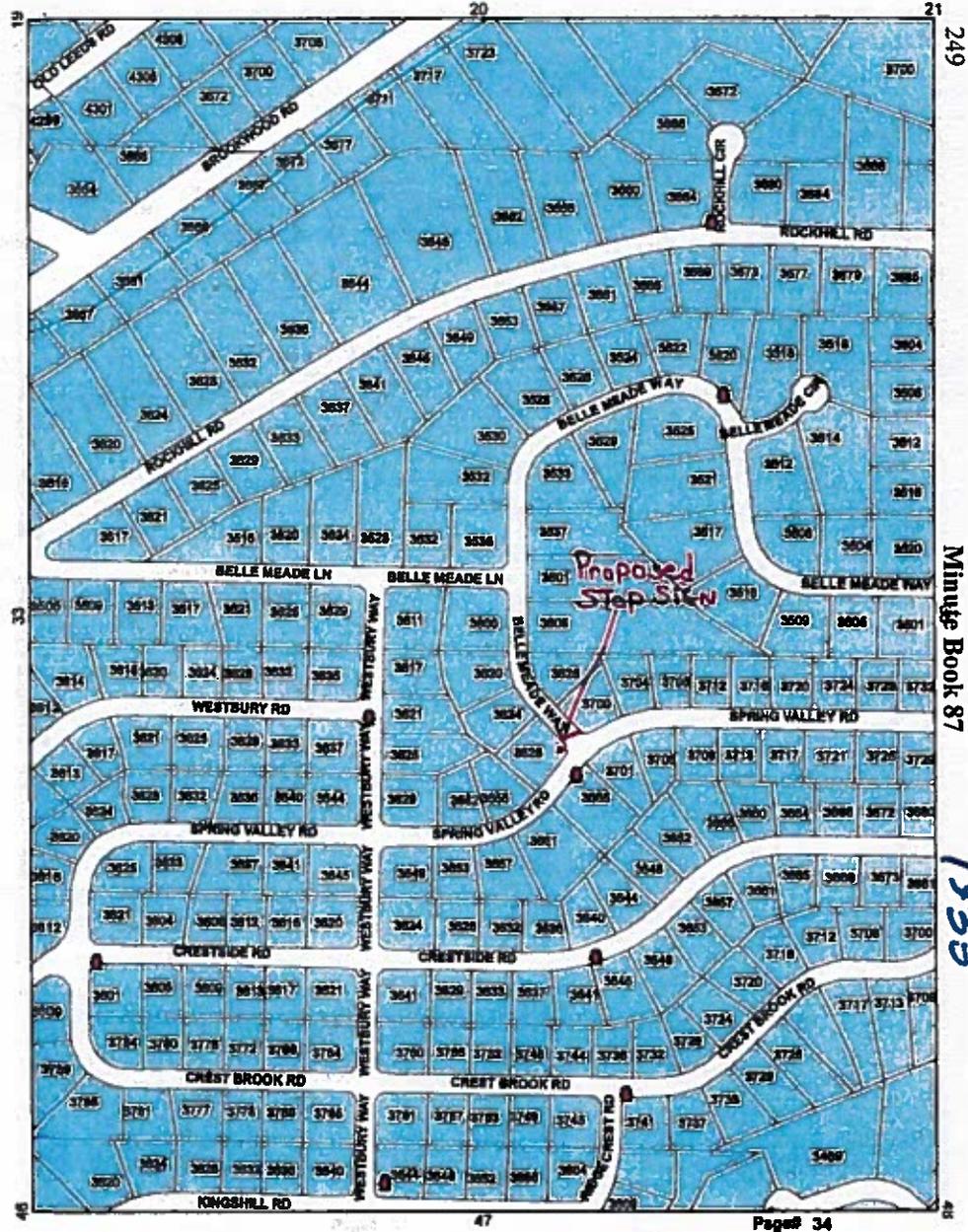
The City of Mountain Brook will consider an ordinance placing a stop sign on Belle Meade Way at its intersection with Spring Valley Road at its June 8, 2015 City Council meeting which will begin at 7:00 p.m. (See attached map.)

You are invited to attend this meeting to voice your support or opposition to this proposed stop sign. If you cannot attend the City Council meeting on June 8th, but would like to comment, please do so by sending me an email to gastons@mtnbrook.org.

If you have any questions, please contact me at 802-3800.

Sincerely,

Sam Gaston
Sam S. Gaston
City Manager



249

Minute Book 87

1935

QUESTIONNAIRE WITH RESPECT TO ANNEXATION OF PROPERTY

- Print name(s) of property owner(s).
LOCKEBY ASSOCIATION INC c/o PROPERTY PARTY
Charles F. Armstrong President Lockeby Home
- Insert the attached Schedule I the legal description of the property owned by the undersigned for which an annexation petition has been filed ("Property").
- Provide the following information about the Property:
 - Address: 3871 LOCKEBY DR
MOUNTAIN BROOK, AL 35223
 - Size of property: .01 acres, or square feet
 - Number of residents: N/A
 - Number of residents of voting age (18 years of age and older): N/A
 - Number of registered voters: N/A
- Provide the following information with respect to each person residing on the Property who is under the age of 22 years. If more than one such person resides on the Property, use an additional sheet, if necessary, to provide information for such additional person(s).
 - Name: _____
 - Age: _____
 - Grade in school, during the current school term: _____
 - School presently attended: _____
- What is the present use of the Property? LANDSCAPE AREA
- What is the anticipated use of the Property? LANDSCAPE AREA
- Is the Property under contract with the City of Mountain Brook for fire protection services?
YES () NO ()

8. Attach a copy of the deed by which the Property was conveyed to the present owner(s).
In witness whereof, the undersigned (has) (have) executed this questionnaire on the 25 day of June, 2015.

Samuel Boone
Witness

Charles F. Armstrong
(signature of owner)
Charles F. Armstrong
(signature of owner)

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

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

In witness whereof, the undersigned (has) (have) signed this petition on the 25 day of June, 2015.

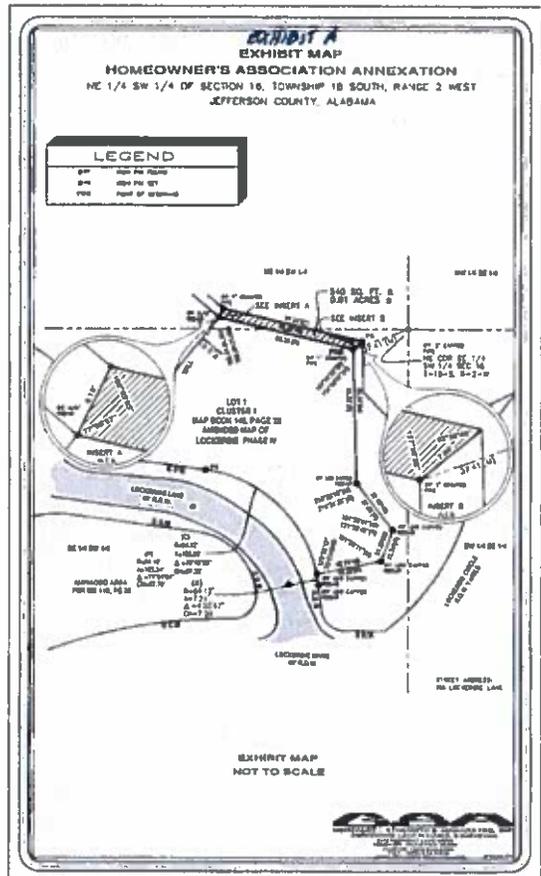
Samuel Boone
Witness

Charles F. Armstrong
(signature)
Charles F. Armstrong
(print or type name on this line)

Witness

(signature)

(print or type name on this line)



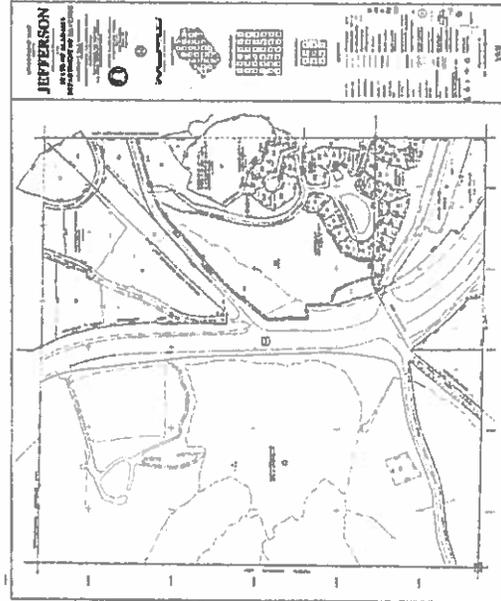
APPENDIX 10

EXHIBIT A

Homeowner's Association Annexation
 Legal Description
 Jefferson County Alabama

A parcel of land situated in the Northeast Quarter of the Southwest Quarter of Section 16, Township 18 South, Range 2 West, Jefferson County, Alabama, said parcel being a portion of landscape area as shown on the Amended Map of Lockerbie Phase IV as recorded in Map Book 148, Page 20, in the Office of Probate of Jefferson County, Alabama, and being more particularly described as follows:

Begin at the Northeast corner of Lot 1 Cluster 1 according to the Amended Map of Lockerbie Phase IV, as recorded in Plat Book 148, page 20; thence run in a northerly direction along the north line of said Lot 1 Cluster 1 a distance of 88.28 feet to a found 5/8 inch rebar; thence leaving said Lot 1 Cluster 1, turn an angle of 77 degrees 06 minutes 57 seconds and run a distance of 6.15 feet to a found 1 inch cramped pipe; thence turn an angle of 102 degrees 53 minutes 03 seconds and run a distance of 91.54 feet to a set 5/8 inch capped rebar stamped GSA; thence turn an angle of 51 degrees 20 minutes 40 seconds and run a distance of 7.58 feet to the POINT OF BEGINNING. Said parcel contains 540 square feet or 0.01 acres more or less.



APPENDIX 10

Report on Parcel 28 00 16 3 000 011.001

Page 1 of 2

Courthouse Retrieval System - Jefferson County, AL
Report on Parcel :28 00 16 3 000 011.001 Generated :5/11/2015

General Information

LOCKERBIE ASSOCIATION INC C/O BOOTHBY REALTY 4 OFFICE PARK CIR STE 106 MOUNTAIN BRK, AL 35223	Parcel ID: 28 00 16 3 000 011.001	Special Int	Land C Map
	Alt-Parcel ID	Map 28 00	Acct No. 367048
	Subdivision: LOCKERBIE P IV AM 28-16-3	Sort: 16 3	Page 20
	Property Address: 3871 LOCKERBIE DR BIRMINGHAM, AL 35223	Plat 148	Lot
	Telephone: -	Block	District 01
		Subd	SSD2
		Parcel	
		SSD1 504	
		Ward 01	

Tax Year: 2014	Dimensions: 17.7 X 183.8 COR	Description: BEG AT SW COR OF LOT 2 CLUSTER 1 LOCKERBIE PHASE IV 141/67 AMENDED MAP 148/20 TH WLY 10 FT TH NELY 100.9 FT TH SELY 38.4 FT TH SE 105.8 FT TH ELY 91.5 FT TH S 13.2 FT TH SELY 44.7 FT TH NELY 77.5 FT TH SWLY 83.8 FT TH W 26 FT TH WLY & NLY 21.7 FT TH N 21.7 FT TH E 42.3 FT TH NLY 21.2 FT TH NWLY
Land Value: 45000	Acreage:	
Improvement Value:	Square Feet:	
Total Value: 45000	Geo Code: 03-46418868-186.7331991	
Assessed Value: 4500	Census Tract:	
City Tax:	Census Block:	
County Tax:	Gas Source:	
Total Tax: 225.45	Electric Source: NONE	
Last Sale Date: 12-27	Water Source: PUBLIC	
Last Sale Amount:	Sewer Source: SEPTIC TANK	
Book/Page: 9317/4854		Property Type: RESIDENTIAL
Document No:		Land Use: 010 VACANT AND UNUSED LAND
Exemption Amount:		Improvement Type:
Exemption Reason:		Zoning Code: R-7 R-7
		Owner Type:
		Road Type: PAVED CURB AND GUTTER
		Topography: ROLLING
		District:
		Trend:

Land Data For Parcel			
Land Type	Land Size	Land Amount	Land Use

Report on Parcel 28 00 16 3 000 011.001

Page 2 of 2



Building Information - No Building Data Available for Parcel: 28 00 16 3 000 011.001

Extra Features - No Extra Feature Data Available for Parcel: 28 00 16 3 000 011.001

Sales & Deed History

Sales Data				Deed Data	
Date	1993-12-27	Amount	Instrument	No Deed Data Available for Parcel...	
Owner	LOCKERBIE ASSOCIATION INC		Quality		
Book	9317	Page	4854		
Document No					

Trust Deed Information - No Trust Deed Data Available for Parcel: 28 00 16 3 000 011.001

Information Deemed Reliable, but Not Guaranteed
 Copyright ©2015, Courthouse Retrieval System, All Rights Reserved

9317/4854

This instrument was prepared by:

William C. Wood
1800 Liberty National Building
2001 Third Avenue South
Birmingham, AL 35233-2101

WARRANTY DEED

STATE OF ALABAMA)
COUNTY OF JEFFERSON) KNOW ALL MEN BY THESE PRESENTS.

That in consideration of One (\$1.00) Dollar to the undersigned grantor, Secor Realty & Investment Corporation, a corporation (herein referred to as GRANTOR), in hand paid by the GRANTEE herein, the receipt of which is hereby acknowledged, the said GRANTOR does by these presents, grant, bargain, sell and convey unto Lockerbie Association, Inc., an Alabama nonprofit corporation (herein referred to as GRANTEE) the following described real estate, situated in Jefferson County, Alabama to wit:

All of the roadways, natural areas, managed, and landscaped areas, and parks as shown in the following subdivisions:

Lockerbie - Phase I, as recorded in Map Book 138, page 37.

A resurvey of Lots 3, 2, 3, 4, 5, 6 and 7, Lockerbie, Phase I as recorded in Map Book 139, page 50.

A resurvey of Lots 1 and 2 of a Resurvey of Lots 1, 2, 3, 4, 5, 6, and 7, Lockerbie, Phase I as recorded in Map Book 141, page 64.

A resurvey of Lot 1 of a Resurvey of Lots 1 and 2 of a Resurvey of Lots 1, 2, 3, 4, 5, 6, and 7, Lockerbie, Phase I as recorded in Map Book 145, page 31.

Lockerbie, Phase II as recorded in Map Book 138, page 57.

Resurvey of Lockerbie, Phase II as recorded in Map Book 141, page 65.

A resurvey of Lots 5, 6, 7, and 8, CL III and a part of the Natural Area Resurvey of Lockerbie, Phase II as recorded in Map Book 146, page 74.

A resurvey of Lots 1A, 2, 3, and 4, Resurvey of Lockerbie, Phase II, Cluster #2, as recorded in Map

Book 146, page 75.

A resurvey of Lot 11 and Natural Area Cluster 3, Lockerbie, Phase II and Lot 12A, Cluster 3 Resurvey Lockerbie, Phase II as recorded in Map Book 156, page 37.

A resurvey of Lots 1, 2, 4, 5, 6, 7 and 8, Cluster I and Managed and Landscaped Areas, resurvey of Lockerbie, Phase II and Lots 1, 2, 3, 4, 5, 6, 7, and 8, Cluster II and acreage, amended Map of Lockerbie, Phase IV as recorded in Map Book 155, page 78.

Lockerbie, Phase III as recorded in Map Book 141, page 66.

Resurvey of Lot 1, Lockerbie, Phase III as recorded in Map Book 152, page 5. Amended Map of Resurvey of Lot 1, Lockerbie, Phase III as recorded in Map Book 152, page 45.

Lockerbie, Phase IV as recorded in Map Book 141, page 67.

Resurvey of Lots 3, 5 and 6, Cluster #1 Lockerbie, Phase IV as recorded in Map Book 144, page 17.

Resurvey of Lots 3, Resurvey of Lots 3, 5, and 6 Cluster #1, Lockerbie, Phase IV and Lot 4, Cluster #1, Lockerbie, Phase IV as recorded in Map Book 148, page 19.

Amended Map of Lockerbie, Phase IV as recorded in Map Book 148, page 20.

Subject to:

Terms and conditions of covenants and restrictions appearing in Volume 1165, page 358 et seq. in the Probate Records of Jefferson County, Alabama.

Encroachments and any other matters not shown on public records which would be disclosed by an accurate survey of the property conveyed.

Current taxes

It is the purpose of this deed to convey to Lockerbie Homeowners Association all of the common property within the above designated subdivisions.

TO HAVE AND TO HOLD unto the said GRANTEE, its successors and assigns, forever. And said GRANTOR does for itself, its successors and assigns, covenant with said GRANTEE and assigns

that it is lawfully seized in fee simple of said premises, that they are free from all encumbrances, unless otherwise noted above, that it has a good and right to sell and convey the same aforesaid, and that it will and its successors and assigns shall, warrant and defend the same to the said GRANTEE, their heirs, executors and assigns forever, against lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR, by its Vice President, STANLEY E. WEIR, who is authorized to execute this conveyance, has hereto set its signature and seal, this the 27th day of December, 1993.

ATTEST: SECOR REALTY & INVESTMENT CORP.
Secretary: [Signature] Vice President: [Signature]

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, Dora W. Jones, a Notary Public, in and for said County and State, hereby certify that STANLEY E. WEIR, Vice President of Secor Realty and Investment Corporation, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 27th day of December, 1993.

[Signature] Dora W. Jones
NOTARY PUBLIC
My commission expires 3/26/97

STATE OF ALABAMA
COUNTY OF JEFFERSON

Before me, the undersigned, a Notary Public in and for said County and State, does appear Brett N. Blackwood, who, being first duly sworn, deposes and says as follows:

"I, Brett N. Blackwood, as Secretary to Secor Realty and Investment Corporation, do hereby certify that Secor Realty and Investment Corporation, formerly known as Alafed Realty and Investment Corporation, is the successor by merger to Security Group One, Inc., and that Stanley E. Weir, as Vice President of Secor Realty and Investment Corporation, is authorized and empowered to execute all documents on behalf of said corporation which are necessary or appropriate to transfer and convey said corporation's interest in real estate, together with the improvements thereon, located Alabama."

[SEAL] [Signature] Brett N. Blackwood
Secretary of Secor Realty and Investment Corporation

Sworn to and subscribed before me this the 28th day of December, 1993.

[SEAL] [Signature] Notary Public
My commission expires 4/14/96

APPENDIX 10

12
12
#1302

RESOLUTION

RESOLVED, that the Board of Directors of Secor Realty and Investment Corporation, a wholly owned subsidiary of Secor Bank, Federal Savings Bank, hereby ratifies and approves the conveyance by the Corporation of its interest in the common areas of the Locksbie Development, more particularly described in Exhibit A attached hereto and incorporated herein by reference, to the Locksbie Association, and the relinquishment of all interest in and to the Locksbie Association, except for such interest as arises from the Corporation's ownership of that real property identified as Lots 2-A and 1-B, according to a Resurvey of Lots 1A, 2, 3, and 4, Resurvey of Locksbie, Phase II, Cluster #2, recorded in Map Book 146, Page 75, in the Probate Office of Jefferson County, Alabama; and

FURTHER RESOLVED, that the Board hereby authorizes and empowers the President, any Vice President, the Secretary, and any Assistant Secretary of the Corporation to execute such deeds, agreements and other documents, and to take such further or different action, as management deems necessary or appropriate to effectuate the purposes of this resolution.

CERTIFICATE OF SECRETARY

I, Brett N. Blackwood, Corporate Secretary of Secor Realty and Investment Corporation, do hereby certify that the attached is a true and correct copy of a resolution adopted at a meeting of the Board of Directors of Secor Realty and Investment Corporation, duly called on December 16, 1993 at 201 Office Park Drive, Birmingham, Alabama and such resolution has not been revised or rescinded as of this date.

IN WITNESS WHEREOF, I have hereto set my hand and affixed the seal of the Bank this 16th day of December, 1993.

(SEAL)

Brett N. Blackwood
Corporate Secretary

STATE OF ALA. JEFFERSON CO.
COUNTY CLERK'S OFFICE

1993 DEC 31 PM 1:47

100
145
1/56

QUESTIONNAIRE WITH RESPECT TO ANNEXATION OF PROPERTY

- 1. Print name(s) of property owner(s)
Irving Meister
2. Insert the attached Schedule 1 the legal description of the property owned by the undersigned for which an annexation petition has been filed ("Property").
3. Provide the following information about the Property:
a. Address: 106 Locksbie Lane
b. Size of property: .30 acres, or square feet
c. Number of residents: 2
d. Number of residents of voting age (18 years of age and or older): 2
e. Number of registered voters: 2
4. Provide the following information with respect to each person residing on the Property who is under the age of 22 years. If more than one such person resides on the Property, use an additional sheet, if necessary, to provide information for such additional person(s).
a. Name:
b. Age:
c. Grade in school, during the current school term:
d. School presently attended:
5. What is the present use of the Property? Home / Residential
6. What is the anticipated use of the Property? Home / Residential
7. Is the Property under contract with the City of Mountain Brook for fire protection services? YES (X) NO ()

APPENDIX 10

B. Attach a copy of the deed by which the Property was conveyed to the present owner(s).

In witness whereof, the undersigned (has) (have) executed this questionnaire on the 18th day of May, 2015.

Aue R. Aweatt
Witness

(signature of owner)

Witness

(signature of owner)

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

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

In witness whereof, the undersigned (has) (have) signed this petition on the 18th day of May, 2015

Aue R. Aweatt
Witness

(signature)

Irving Meister
(print or type name on this line)

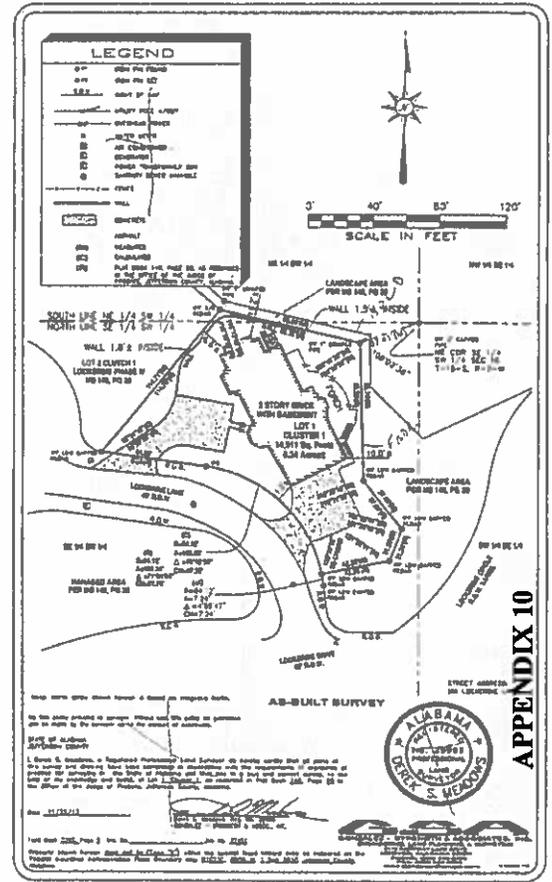
Witness

(signature)

(print or type name on this line)

Description of Property
SEE ATTACHED SURVEY

Schedule I



APPENDIX 10

Property Detail Report

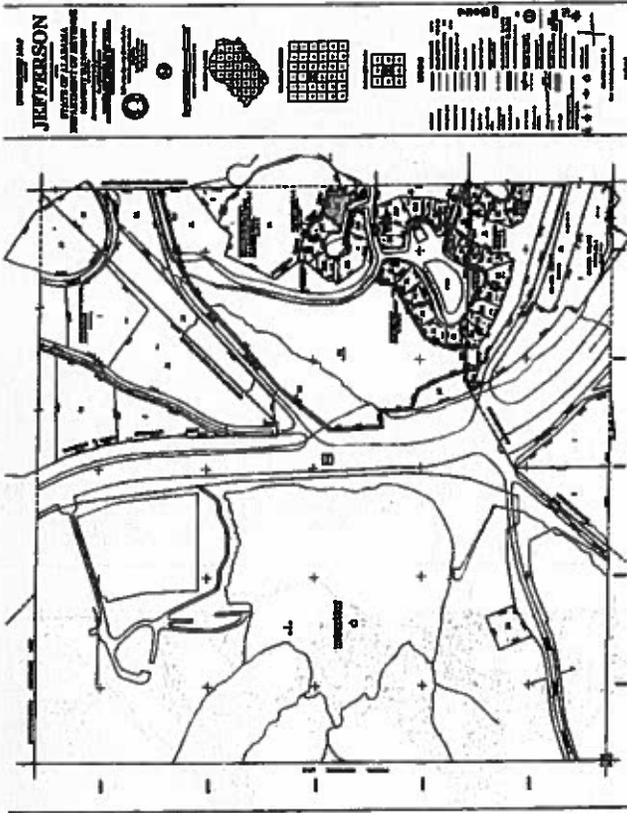
For Property Located At:
 108 LOCKERBERRY LN, MOUNTAIN BRK, AL 35223-2802



Description of Property

Owner Information			
Owner Name:	IRVING D REBLER		
Mailing Address:	108 VILLAGE ST, BIRMINGHAM AL 35242-6462 0907		
Legal Description:	//		
Location Information			
Legal Description:	LOT 1 CLUSTER 1 LOCKERBERRY PHASE BY 14 LOTS AMENDED MAP 14422		
County:	JEFFERSON AL		
Assessor's Parcel ID (APN):	20-06-19-0-000-01-1400		
County Tract / Block:	387864		
Township Range-Section:	18-39-14		
Legal Description:	LOCKERBERRY PHASE BY 14 LOTS AMENDED MAP 14422		
Legal Lot:	1		
Legal Block:	1		
Maped Area:	OUTSIDE BOUND		
Neighbor Data:			
Owner Transfer Information			
Recorded Sale Date:	1/11/2011		
Deed Type:	1st Reg. Document		
Deed Book:	1		
Legal (Market) Sale Information			
Recorded Sale Date:	12/18/2011 (12/18/2011)		
Sale Price:	\$78,300		
Sale Type:	1st Reg. Document		
Deed Book:	86-12208		
Deed Type:	WARRANTY DEED		
Transfer Document #:	116424		
Buyer Company:	NATIONAL BUSINESS		
Buyer Name:	WIDEMAN FRANCES B		
Prior Sale Information			
Prior Recordable Date:	7/27/2011		
Prior Sale Price:	\$83,000		
Prior Deed Number:	22522 (PUB)		
Property Characteristics			
Class Area:	3,330	Paving Type:	CONCRETE
Living Area:	7,282	Generic Area:	POURING AIR
Total Area:	10,612	Generic Category:	WOODCORE
Rooms:	8,079	Paving Material:	CONCRETE/TERRAZZO
Total Rooms:	10	Roofed Area:	2,764
Bedrooms:	4	Pool (Swim Area):	1220
Bathrooms:	4 (1)	Roofing Type:	SHINGLES
Year Built (or):	1994	Roof Type:	SHINGLES
Program:	Y11	Foundation:	WOOD
# of Stories:	2.00	Roof Material:	ASPHALT/SHINGLES
Site Information			
zoning:	R-2	Asses:	6.50
Lot Area:	13,111	Lot Width/Depth:	1
Land Use:	SPR	Res/Comm Units:	1
Tax Information			
Net Value:	\$1,022,000	Assessed Year:	2014
Land Value:	\$280,000	Improved %:	775
Improvement Value:	\$742,000	Tax Year:	
Total Taxable Value:		County User:	SHIPLE FAMILY (111)
		State User:	PUBLIC
		Water User:	SPRINK TANK
		Senior User:	
		Property Tax:	802000
		Tax Area:	
		Tax Description:	

Schedule I



This instrument prepared by
 David Dyson
 2807 Cahaba Road
 Birmingham, AL 35223



SEND TAX NOTICE TO:
 Fred D. Meador
 600 Village Street
 Birmingham, AL 35242

757,000

GENERAL WARRANTY DEED

35 00
 158 00
 194 00

STATE OF ALABAMA)
 JEFFERSON COUNTY)

KNOW ALL MEN BY THESE PRESENTS, that in consideration of Seven Hundred Eighty-Five Thousand And No/100 Dollars (\$785,000.00) to the undersigned grantor in hand paid by the grantee herein, the receipt whereof is acknowledged, I, Frances D. Wideman, an unmarried woman, Anne Barton, a married woman, Katherine Wideman, a married woman, Margaret Armet, a married woman, John Wideman, a married man, and the Estate of Elizabeth Wideman Shubert, deceased, Jefferson County Probate Case No. 2012-017192 (hereinafter grantor, whether one or more), do grant, bargain, sell and convey unto Irving D. Meador (hereinafter grantee, whether one or more), all of my/our right, title and interest in the following described real estate, situated in Jefferson County, Alabama:

Lot 1, in Chaster #1, according to the Amended Map of Lockhart, Phase IV, as recorded in Map Book 148, Page 20, in the Office of the Judge of Probate of Jefferson County, Alabama.

Note: This is not the homestead property of the married grantors as defined in the Code of Alabama Section 6-10-3.

Subject to current taxes, all matters of public record, including, but not limited to easements, restrictions of record, and other matters which may be viewed by observation.

Six Hundred Thirty-One Thousand Two Hundred And No/100 Dollars (\$631,200.00) of the consideration recited herein is from the proceeds of a purchase money mortgage of even date herewith.

TO HAVE AND TO HOLD unto the said grantee, and grantee's heirs and assigns, forever. And grantor does for the grantor and for the grantor's heirs, executors, and administrators covenant with the said grantee, and grantee's heirs and assigns, that the grantor is lawfully seized in fee simple of said premises; that it is free from all encumbrances, unless otherwise noted above; that grantor has good right to sell and convey the same as aforesaid; that grantor will and grantor's heirs, executors and administrators shall warrant and defend the same to the said grantee, and grantee's heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the undersigned have hereunto set our hands and seals on December 4th, 2013

FILE NO: 75-132824

APPENDIX 10

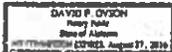
Frances D. Wideman
 Frances D. Wideman

STATE OF ALABAMA)
 JEFFERSON COUNTY)

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

Given under my hand and official seal on 4th day of DECEMBER, 2013.

David P. Dyson
 Notary Public
 Commission Expires:



FILE NO: 75-132824

Anne Barton
 Anne Barton

STATE OF ALABAMA)
 JEFFERSON COUNTY)

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

Given under my hand and official seal on 4th day of December, 2013.

David P. Dyson
 Notary Public
 Commission Expires:



FILE NO: 75-132824

Margaret Jones
Margaret Jones

STATE OF Maryland
Prince Georges COUNTY

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

Given under my hand and official seal on 3 day of December, 2013.

Deborah A. Dean
Notary Public
Commission Expires: May 1, 2014

DEBORAH A DEAN
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires May 1, 2014

FILE NO.: TB-120204

Katherine Wooten
Katherine Wooten

STATE OF Georgia
Clay COUNTY

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

Given under my hand and official seal on 12th day of December, 2013.

Sharon R. Jones
Notary Public
Commission Expires: 12/14/2016

JERRY RYDER
NOTARY PUBLIC
Clayton County
State of Georgia
My Comm. Expires Dec. 04, 2016

FILE NO.: TB-120204

APPENDIX 10

John Wideman
John Wideman

STATE OF Alabama
Cullman COUNTY

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

Given under my hand and official seal on 4 day of December, 2013.

Citra McRath
Notary Public
Commission Expires: 9-22-14

FILE NO.: TB-120204

Estate of Elizabeth Wideman Blalock, decedent

Lawrence Russell Blalock
Lawrence Russell Blalock, Personal Representative

STATE OF Alabama
Jefferson COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Lawrence Russell Blalock as Personal Representative of the Estate of Elizabeth Wideman Blalock is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he, in his capacity as Personal Representative and with his authority executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on 3rd day of DECEMBER, 2013.

David F. Ovsom
Notary Public
Commission Expires:

DAVID F. OVSON
Notary Public
State of Alabama
MY COMMISSION EXPIRES August 27, 2016

20131208152130 717
By: 12201303 Pg. 15200
Jefferson County, Alabama
1210 PM '13 on 12/08/13
Notary Public
State of Alabama
Printed on Post and Toner-5100 00

To: Sam Gaston, City Manager
 From: Steven Boone *Boone*
 Date: June 5, 2015
 Subject: Lockerbie annexation petitions
 C: Mayor and members of the City Council

On Friday afternoon, I received the attached annexation petitions. Mr. Meisler wishes to annex his residential property into the City. In order to be contiguous, a 0.01 acre strip of land owned by Locker Association, Inc. must also be annexed hence the two annexation petitions.

Based on the questionnaires, there are no school-age children residing the residential property valued by the Tax Assessor at \$1,062,900. Using the city-wide average students per household ratio of 0.56, the property is generating \$8,484 per [imputed] child. This amount exceeds the ad valorem generated per student of \$5,669.

The most recent annexation criteria are attached.

Based on the information provided in the annexation petition and available from Jefferson County with respect to valuation and ad valorem taxes generated, I am satisfied that this property meets the City's annexation criteria.

I will have ordinances ready for action should the City Council wish to proceed on June 8, 2015.

Annexation Analysis
 June 8, 2015

	Land	Impr	Total
28 00 18 3 000 011 008	\$ 300,000	\$ 762,900	\$ 1,062,900
Irving Meisler 106 Lockerbie Lane 35223			
Assessment factor			10%
Assessed value			\$ 106,290
BOE millage rate			0.0447
		City-wide Avg	Actual
BOE ad valorem taxes	\$ 4,751	\$	4,751
School-age students residing at properties	0.56		0
		Use City-wide	
Ad valorem tax per school-age child	\$ 8,484	Average	
BOE ad valorem tax/student (Updated May 2014)	\$ 5,669	\$	5,669

Enrollment 2013-2014	4,464
Households	7,899
Average students per household	0.56

APPENDIX 10

Property Detail Report
 For Property Located At:
 106 LOCKERBIE LN, MOUNTAIN BRK, AL 35223-2922



Owner Information
 Owner Name: NISLER IRVING D
 Mailing Address: 106 VILLAGE ET, BIRMINGHAM AL 35243-6482 R087
 Vesting Code: //

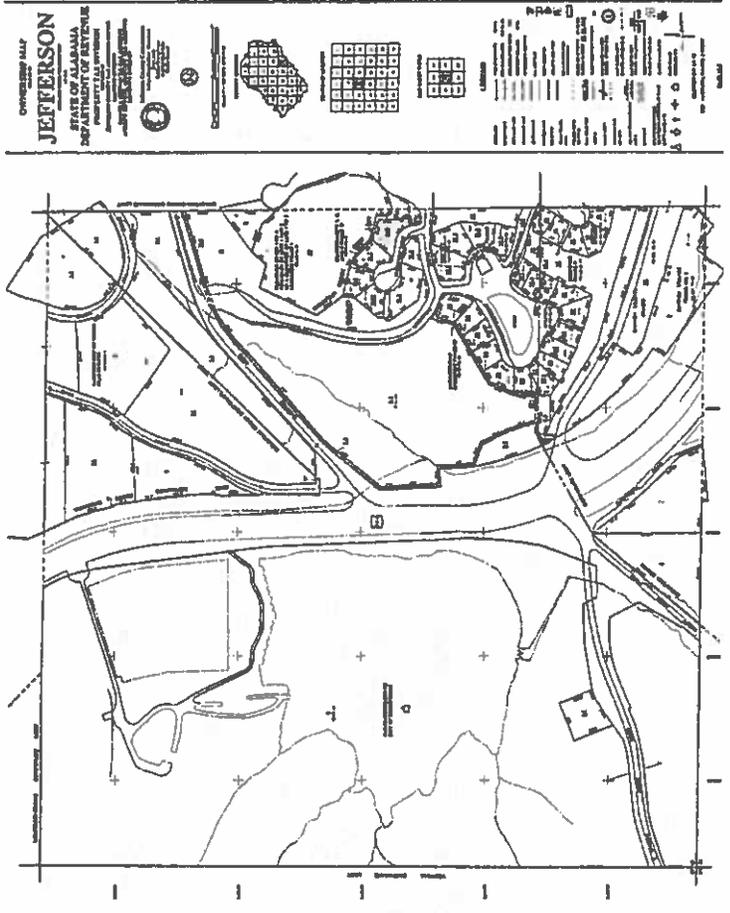
Location Information
 Legal Description: LOT 1 CLUSTER 1 LOCKERBIE PHASE IV 14 1ST AMENDED MAP 14629
 County: JEFFERSON, AL
 Census Tract / Block: 100.04 / 1
 Township-Range-Section: 16-29-18
 Legal Book/Page: 148-19
 Legal LAC: 1
 Legal Block: 1
 Market Area: 1400
 Neighbor Code: OUTSIDE MUNIC

Owner Transfer Information
 Recording/Sale Date: /
 Document #: /
 Dyped Type: /
 1st Mfg Document #: /

Last Market Sale Information
 Recording/Sale Date: 12/19/2013 / 13042913
 Sale Price: \$729,200
 Sale Type: /
 Document #: 65-11308
 Deed Type: WARRANTY DEED
 Transfer Document #: /
 New Construction: /
 Title Company: /
 Lender: NATIONAL BK/COMMERCE
 Seller Name: WEDEMAN FRANCES D

Prior Sale Information
 Prior Rec/Sale Date: / 693091965
 Prior Sale Price: \$99,800
 Prior Doc Number: /
 Prior Deed Type: DEED (REG)
 Prior Lender: /
 Prior 1st Mfg Amt/Type: /
 Prior 1st Mfg Rate/Type: /

Property Characteristics
 Gross Area: 8,338
 Living Area: 7,282
 Tot Adj Area: /
 Above Grade: 8,878
 Total Rooms: 19
 Bedrooms: 4
 Bath/FHL: 4 / 1
 Year Built / BE: 1996 /
 Fireplace: 7 / 1
 # of Stories: 2.88
 Other Improvements: /
 Site Information
 Zoning: R-7
 Lot Area: 13,113
 Land Use: SPR
 Site Influence: /
 Tax Information
 Total Value: \$1,863,900
 Land Value: \$398,900
 Improvement Value: \$762,900
 Total Taxable Value: /
 Parking Type: Garage Area: /
 Garage Capacity: /
 Parking Spaces: /
 Basement Area: 2,355
 Finish Basement Area: 1,532
 Basement Type: BASEMENT
 Roof Type: GABLE
 Foundation: WOOD
 Roof Material: ASPHALT SHINGLE
 Construction:
 Heat Type: /
 Exterior wall: FORCED AIR WOOD/BRICK
 Porch Type: CONCRETE/MASONRY PORCH
 Patio Type: /
 Pool: /
 Air Cond: CENTRAL
 Style: /
 Quality: /
 Condition: /
 County Use: SINGLE FAMILY (111)
 Storm Use: /
 Water Type: PUBLIC
 Sewer Type: SEPTIC TANK
 Acres: 0.30
 Lot Width/Depth: x
 Res/Comm Units: /
 Assessed Year: 2014
 Improved %: 72%
 Ten Year: /
 Property Tax: /
 Tax Area: 0029000
 Tax Exemption: /





CITY OF MOUNTAIN BROOK
 P O Box 130000
 Mountain Brook, Alabama 35217-0000
 Telephone 800 682 3400
 www.mountainbrook.org

NOTICE OF PROPOSED CHANGE TO CITY'S NOISE ORDINANCE

May 19, 2015

Dear business owners/operators:

As you may recall, in 2014 the Mountain Brook City Council imposed restricted service hours for the operation of gasoline-powered lawn maintenance equipment by commercial entities (Ordinance No. 1906 amended) in an attempt to reduce noise pollution in residential areas. Due to ongoing complaints by residents, the City Council is again considering measures to reduce noise in residential areas. Options being considered include:

1. Increasing the restricted time period of operation (or shortening the workday for commercial lawn service providers)
2. Limiting the number of simultaneous operators of gasoline-powered equipment
3. Requiring commercial lawn maintenance providers to use new, quieter model equipment

In considering these and other noise abatement alternatives, the Mountain Brook City Council is asking for your comments as to how these options may affect your business operations and other suggestions you may offer to accomplish its objective of reducing noise in residential areas while maintaining the impact of such measures on your business.

The options described above will be discussed by the City Council on Monday, June 8, 2015 at 7 p.m. in the City Hall Council Chamber (Room A108) at City Hall, 54 Church Street, Mountain Brook, AL 35213. You may attend the meeting to voice your comments or you may submit your comments to the City Manager (gregory.farrington@cityofmb.org) on or before Friday, May 29, 2015.

From: Paul Leff (leff@stanfordparsons.com)
 Sent: Friday, May 29, 2015 11:56 AM
 To: gregory.farrington@cityofmb.org
 Subject: Proposed Change to City's Noise Ordinance

Dear Mr. Gordon-

My name is Paul Leff and I am a manager for Stanford Parsons LLC aka Green Landscaping. I am also a Mountain Brook resident with address of 345 Beach Lane in Crestline.

Green Landscaping provides both landscaping and maintenance services and conducts a majority of its business operations within the Mountain Brook City limits for residential properties. Please allow me to address my concerns over the proposed changes to the noise ordinance and how it would affect our business operations.

We currently adhere to the requirements of not running landscape equipment before 7:00 a.m. and after 6:00 p.m. on weekdays. Our crews typically "turn on" around 6:30 and by the time we load up and arrive at a property, it is close to 7:30 a.m. Though there are seasonal exceptions, our crews typically complete the daily schedule by 4:00 and return to the shop before 5:00 p.m. If the day were to be shortened to a proposed time frame of 5:00 a.m. to 4:00 p.m. it would heavily affect us in complete our daily scheduled work and maintain efficiency and profitability. It would also reduce our crews to working during the hottest part of the day in the summer by eliminating the ability to work in the cooler early morning hours.

Limiting the number of simultaneous operators of equipment would also cause a great impact on the normal routine of the crews. We typically have 2-3 crew crews and each crew is performing a separate task (mowing, edging, mowing, etc.) simultaneously during the service visit. If only one piece of equipment could be operated at a time, it would extend the duration of the visit and any pricing the negative side impact to the property owner or adjacent neighbors. For example, it would take 2 men operating blowers half the time to complete the function than it would if only one man could operate a blower.

Requiring commercial lawn maintenance providers to use new, quieter model equipment is also a concern in relation to cost and performance of equipment. Although industry manufacturers are working to develop quieter and more environmentally friendly equipment, there is still a lot of debate over just how much quieter this equipment is over standard equipment. The cost of the new "quieter" equipment is almost like to double that of standard equipment and would be an enormous financial burden for a landscape company to comply with the measure.

In closing, I would like to make a couple of my own observations in regards to this matter. First, in the ten plus years I have been working in the Mountain Brook area, I think we may have had one or two complaints about operating equipment before/after normal business hours, in which we immediately stopped using the equipment and talked to the owner/neighbor to resolve the situation in a professional and respectful manner. It is not our objective as a company to upset the people we are performing work for or their surrounding neighbors. Second, we provide training for our employees on the proper use of the equipment and how to avoid unnecessary "blasting". Finally, we take into evening work with us but, I often notice that it is the homeowner that is operating a blower or

lawnmower and not a contractor. Most homeowners who maintain their own property typically like to do so after they get home from work and when it is a little less crowded later in the evening. I rarely see contractors servicing yards late in the afternoon/evenings.

On behalf of all of the licensed and reputable landscape contractors performing operations within the city, thank you for your time and consideration. Please feel free to contact me if you have any questions or concerns.

Sincerely,
 Paul Leff

leff@stanfordparsons.com
 205-433-4707 office
 205-255-8811 cell
 P.O. Box 130077
 Birmingham, AL 35203
www.stanfordparsons.com

AS, LLC
 9473 Old Springville Road
 Trussville, AL 35171

Blindfold Horticulture LLC
 2004 Madison Circle
 Chelsea, AL 35043

Childs & Associates
 2944 Blauvelt Circle
 Birmingham, AL 35295

Developers Inc.
 P.O. Box 101523
 Irondale, AL 35210

Designfly Enterprises LLC
 P.O. Box 100602
 Irondale, AL 35210

Evans Tree Services Inc.
 P.O. Box 1310001
 Birmingham, AL 35251

Green Trails Inc.
 7832 Rock Creek Circle
 Decatur, AL 35823

Joan O'Connell
 7929 Highway 11
 Helena, AL 35080

Ora, LLC
 110 Collins Park Dr
 Mountain Brook, AL 35223

Alton Hines
 3531 Bush-Hill Road
 Birmingham, AL 35223

Alabama Professional Services
 P.O. Box 102909
 Irondale, AL 35210

Core Design & Landscaping LLC
 234 Mountain Trace
 Hoover, AL 35226

A J Darby
 2290 Pleasant Valley Road
 Decatur, AL 35720

Dolan Dickins
 288 Jay Lane
 Empire, AL 35063

Edco, LLC
 P.O. Box 1177
 Tuscaloosa, AL 35403

Everlast Landscaping Design LLC
 3184 Mark Woodridge Rd
 Mountain Brook, AL 35223

Gary Webb Horticultural Inc.
 6433 Advent Circle
 Trussville, AL 35177

Heenan Greenstar
 123 Rock Valley Road
 Helena, AL 35080

Heritage Lawn and Tree Care
 P.O. Box 341293
 Birmingham, AL

Horizon Environmental Services
 4624 Antonio Lane
 Birmingham, AL 35243

Blackjack Horticulture, Inc.
 5136 Daisy Dr
 Birmingham, AL 35210

Tammy H Chambliss
 1372 Saint Andrews Parkway
 Guntersville, AL 35890

Cross A Setzer LLC
 P.O. Box 361416
 Birmingham, AL 35210

Danaham Group LLC
 621 Stillmead Road
 Birmingham, AL 35211

Eyremanne LLC
 P.O. Box 3177
 Alexander City, AL 35001

Guy's LLC
 2191 Monteville Road SW
 Birmingham, AL 35211

GC, A P
 P.O. Box 330324
 Birmingham, AL 35223

Gilmore Inc.
 4000 Fowler Lake Road
 Birmingham, AL 35243

Hendry Holding, LLC
 P.O. Box 314023
 Hoover, AL 35014

Joan Professional Tree Services Inc.
 823 Woodmont Lane
 Leeds, AL 35084

Dave Lunsford
 49 Red Birch Road
 Prichard, AL 35114

Largo Services, LLC
 4013 Highland Ridge Rd
 Birmingham, AL 35243

LawnCareLandscaping
 2546 Burnham Lane
 Hoover, AL 35226

Vin Marie Lam
 2833 Victoria Forest Dr
 Vestavia, AL 35214

Magnolia 2800 Landscaping
 P.O. Box 31007
 Alabama, AL 35007

Mare Melton
 4223 Kamasan Dr
 Mountain Brook, AL 35211

Owen Professional Landscaping
 P.O. Box 321977
 Birmingham, AL 35226

Paul Stevens Landscaping Inc.
 1800 Bowman Road
 Birmingham, AL 35210

Quality Creative Landscaping, LLC
 1104 Old Quarry Road
 Birmingham, AL 35233

Lockhart Dog Aides Guntersville Inc.
 P.O. Box 362546
 Birmingham, AL 35242

Landscaping Forestry, LLC
 P.O. Box 433
 Trussville, AL 35173

Bobby Leavelle
 104 Lindsey Drive
 Alabama, AL 35007

Lagacy Landscaping
 25 Chatham Drive
 Alabama, AL 35007

Lovella Landscaping Management
 1790 Hwy 160
 Weaver, AL 35110

MCM Services LLC
 P.O. Box 430087
 Birmingham, AL 35243

Nelson Team Inc.
 6400 Fabry Ave
 Leeds, AL 35094

Owens Valley Landscaping, Inc.
 P.O. Box 200256
 Birmingham, AL 35260

Premier Landscaping, LLC
 1609 Bryson Street
 Mableton, AL 35228

Red Mountain Landscaping & Garden
 3116 Ivy Ln
 Hoover, AL 35226

Michael Rogers
 153 Two Lakes Drive
 Chelsea, AL 35051

Landscaping Workshop LLC
 2401 Parkwood Road SE
 Decatur, AL 3822

Lawn Works Company
 1349 Oak Grove Rd
 Springville, AL 35146

LMA Landscaping Design LLC
 2312 Brookshire Place
 Mountain Brook, AL 35211

LSC Alabama Inc.
 P.O. Box 100450
 Birmingham, AL 35210

Orlando J Moore
 3532 Lucy Anna Trail
 Phenix, AL 35136

William M Norman
 911 Alton Parkway
 Birmingham, AL 35210

Paul Peairs
 2208 Hight Street
 Hoover, AL 35216

Professional Environmental
 P.O. Box 680144
 Birmingham, AL 35266-0144

Richter Landscaping Co LLC
 157 West Dunwoody Road Suite 427
 Birmingham, AL 35299

Ross Orlando LLC
 6223 Greenfield Mt Rd
 Irondale, AL 35210

Round Trail Landscaping, LLC
 8016 River Road East
 Hunt, AL 35114

Shelby County Growers Inc
 211 Waltham Trail
 Wetumpka, AL 35125

Supercare Inc
 P.O. Box 382
 Wetumpka, AL 35125

Trium Landscapes Inc
 80 Cedar street
 Trussville, AL 35123

Kim Weiskamer
 3221 Birmingham Drive
 Birmingham, AL 35223

Stanford Parsons LLC
 P.O. Box 320277
 Birmingham, AL 35223

Michael H Smith
 5545 Bishop Ridge
 West Shinton, AL 35164

Stella Threlk
 5308 Sheward Trail
 Hoover, AL 35244

Troyette Limited Partnership
 660 Ridge Lake Blvd
 Memphis, TN 38120

Wayne's Environmental Services
 2183 Parkway Lake Dr
 Birmingham, AL 35244

David Sharp
 1276 Dammit Valley Rd
 Birmingham, AL 35243

Southern Botanical
 2443 Tussumee Lane
 Hoover, AL 35226

TMA of Comm AL
 P.O. Box 27
 Jasper, AL 35984

AN ORDINANCE AMENDING CHAPTER 54 OF THE CITY CODE

BE IT ORDAINED by the City Council of the City of Mountain Brook that Chapter 54 of the Code of the City of Mountain Brook, Alabama ("City Code") shall be amended as follows:

Section 1. Sections 54-7 of the City Code shall be amended by inserting two additional provisions as subsections (6) and (7) and by moving the former subsection (6) to subsection (4) so that the scope Section 54-7, as amended, shall be as follows:

Sec. 54-7. Title.

(1) It shall be unlawful for any person to make, cause to be made or permit to be made, or to cause a dwelling, church, hospital, public school, public building, public park, street, court, or other public thoroughfare in the city, any estate, either by crying out, calling or shouting or by means of a whistle, siren, megaphone, bell, gong, drum, victrola, radio or other instrument or mechanical device, for the purpose of advertising any business or any article for sale or exchange or for the purpose of attracting attention or evading the payment of any taxes or any business whatsoever, or to make, cause to be made or to cause to be made in or about any of the aforesaid places any unnecessary or excessive noise, either by crying out, calling or shouting or by means of any instrument or mechanical device whatsoever.

(2) It shall be unlawful and a nuisance for any person to make, construct or cause to be made or maintain any unreasonably loud or excessive noise which unreasonably harasses, disturbs, annoys, embarrasses or interferes with the comfort, repose, health, peace or safety of others in the corporate limits of the City of Mountain Brook, Alabama. It shall also be unlawful and a nuisance for any person to permit any such noise to be made in or upon any house or premises owned, possessed, managed or controlled by such person.

(3) In addition to the general prohibitions set forth above, the following acts or omissions are deemed to be in violation of this Code, provided however, that such provisions shall not be deemed to be exclusive or exclusive:

This system of permitting the operation of any machinery powered from equipment approved for commercial purposes within a residential district, between the hours of 6:00 p.m. and 7:00 p.m. on weekdays (7 a.m. on weekends). For the purposes of this prohibition, lawn equipment includes, but is not limited to, leaf blowers, lawnmowers, trimmers, string trimmers, edgers, deck washers, blowers, edgers and any other mechanically powered garden tool, blower or device.

(4) Any person who shall violate any provision of this section shall, upon conviction thereof, be punished as follows unless otherwise provided by another section of this Code.

Section 2. This ordinance is cumulative in nature and it is in addition to any power and authority which the City of Mountain Brook may have under any other ordinance in law.

Section 3. If any part, section or subsection 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. This section shall become effective immediately upon adoption and publication as provided by law.

ADOPTED: This 23rd day of June, 2014.

[Signature of City Clerk]

[Signature of Mayor]

APPROVED: This 23rd day of June, 2014.

CERTIFICATION

I, Sherri Bates, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of an ordinance adopted by the City Council of the City of Mountain Brook, Alabama at its meeting held on June 23, 2014, at a time agreed to in the minutes of said meeting, and published by posting copies thereof on June 24, 2014, at the following public places, which copies remained posted for five (5) days as required by law.

- City Hall, 54 Church Street
Gabriel Pharmacy, 7554 Coltrin Road
Owens Park, 3633 Owens Road
The Pavilion Place, 3150 Owens Road
[Signatures]

Excerpt from Professional Landcare Network (PLANET) Position Statement on Leaf Blowers

PLANET is the national trade association representing more than 100,000 landscape and lawn care industry professionals

- Although PLANET prefers other methods of dealing with noise from leaf blowers it does not oppose efforts to prohibit unattended equipment...
PLANET believes the vast majority of commercial operators use their leaf blowers responsibly. Nevertheless, we acknowledge that improper use is a problem. It is caused chiefly by lack of knowledge, but, regrettable, it is sometimes a result of lack of courtesy for others.
Clear, municipalities, and PLANET should partner together to educate the public as well as the green industry about proper use of leaf blower equipment. Educational programs should include the following information:
1. Generally speaking, leaf blowers should be run at half throttle most of the time. Low throttle speeds not only significantly reduce noise, but they also provide the operator with maximum control. Full throttle is seldom necessary.
2. Leaf blowers should not be used in residential areas at unreasonable hours...
3. Debris should never be blown onto adjacent property, the street, vehicles, people, or pets.
4. Leaf blowers should not be used within 10 feet of doors in windows.
5. Crews should operate only one leaf blower at a time on small residential sites.
6. Blasts or bursts should be used to loosen heavier debris.
7. The full nozzle extension should be used so the air stream can work close to the ground.
8. The muffler, air intake, and air filters should be checked routinely to make sure they are working properly.
9. Leaf blowers should not be used to move large debris pieces from one spot to another.
PLANET believes that informed citizens and green industry workers are likely to be more considerate. For the few who may lack common courtesy even after increased knowledge, city ordinances mandating proper use under penalty of a steep fine may be necessary. PLANET does not oppose ordinances that establish consistent noise rules of courtesy for using leaf blowers.

Echo

How would PLANET oppose an ordinance requiring a governor attachment to leaf blowers that limit their throttle speed in order to meet local O&A requirements. Such an ordinance would address the noise problem from unattended equipment without going so far as to remove that equipment from the market. On the negative side, however, this solution would prevent users from switching to a higher throttle speed as the few occasions when it may be appropriate to do so, such as when they are doing their work at a substantial distance away from other people.

http://www.landcarenetwork.org

Guidelines for proper leaf blower use:

The primary solution to solving the leaf blower noise problem, after improving leaf blower design, is operator education. People must be made aware of the limits and become sensitive to the bystander's complaint. Once trained, the conscientious operator should help others in unattended how to avoid annoying equipment. The trained operator can even help in the organization of additional training programs within their own company and community. If at the present time there is no leaf blower sound or noise related issue in your area, that is the best time to implement the following guidelines. In other words, prevent the problem before it gets started. Once it reaches the point of passing legislation to control leaf blowers, it can be very difficult to reverse the trend. The leaf blower noise issue is best resolved at the source and before it becomes a problem.

Guideline #1.

Always be considerate of bystanders and adjoining property. Debris should never be blown in the direction of people. No one wants to be pelted by particles of mud and debris. It can take one's breath away. It is almost a certainty that there will be a complaint. People have been known to become hostile. Some see it as a type of assault and have even called the police.

On the other hand, a neighbor or passerby will smile back at you when you lift down your blower and point the nozzle away. They usually realize that you are only doing your job and will give you credit for being considerate.

Respect other people's property. Do not blow material at neighbors or on another's lawn and driveway. This could start unnecessary wars. They may blow it back... with interest.



Watch out for open windows and doors. Pointing the blower nozzle at or toward an open door will not only send debris into someone's home, but it disturbs and increases the noise they must endure. Why call attention to what you are doing. Close the door.



Keep in mind that it is not only the neighbor and passerby that deserves consideration. If you are working on someone's property as a contractor, you should always be considerate of the owner, his or her property and everyone living there, including pets. Being courteous both is a sure way to lose your contract.

The best practice is to be aware of who is located you at all times and know where the debris is being blown. Always be considerate, courteous and conscientious.

Guideline #2

Know and observe your local noise ordinances.

Sometimes, there are local ordinances in place to limit blower use to certain hours of the day and days of the week. As an operator, you should be aware of these times and make sure you do not violate them.

Even if there are no designated hours for blower use, common sense should prevail. Do not create a problem by using leaf blowers late in the day or very early before people are normally up and about.

Guideline #3

Use blowers only at the revolutions per minute (RPM) needed.

Only run the blower at throttle settings necessary to do the job. Really does a large backpack blower have to run at full throttle in a residential area. The faster the engine runs, the louder it will be and the more irritating the noise will be (other blowers).

Guideline #4

A wild wind never blows one blower at a time.

Two blowers will probably do the job in half the time, but rarely is it necessary. One exception may be when moving large piles of leaves during fall cleanup. This condition is unusual and normally will not upset anyone because people understand that this is not an ongoing practice. Never the less, if possible, use only one blower.



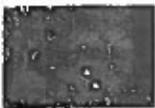
CallAction #8

Minimize dust during normal cleanup operations.

There is a logical, yet incorrect conclusion that leaf blowers generate vast amounts of dust. Of course, they can, but when used properly, they contribute very little to the particulate matter in the air. It is all in the way you hold the nozzle and the amount of air generated.

To begin with, dust should occur that whatever dust is created should not be allowed to travel toward any nearby person or neighboring property. Understand that there are times when the blower simply should not be used. The job should be performed at a time when no one is around or when the prevailing wind is in a favorable direction.

To minimize the generation of dust, hold the nozzle above the ground and at a distance from the debris such that the surface of the ground is only sufficient to move the material you want moved. In dusty areas and when using larger blowers, the nozzle must be held even higher above the ground with an aiming point further away from the operator. Air velocity is what dislodges the material to be moved and air volume is what keeps it suspended once it is in the air. Practice this by starting with the nozzle just above the ground and then lower it to where it picks up the debris but not the dust.



You may think that dust is very light and easily lifted into the air. In reality, it is very heavy per unit volume. A good example is cement dust. One cubic yard of concrete is 2800 pounds heavier than one cubic yard of sand, yet because the particles of cement are very fine, a leaf blower can lift them if enough air movement is applied. A leaf, a blade of grass or a paper nap, on the other hand, has a weight or density hundreds of times lower than dust. Can you find the correct airspeed and volume to move only the leaf and not the dust with only a little pressure.

The unmeasured and published velocity of any commercial leaf blower is the highest value ever measured. That same value is measured at the end of the nozzle. The actual velocity at the ground can be much less without slowing the engine. The airflow speed falls off rapidly as it travels away from the nozzle and spreads out over a wide area. Small blower equipment does not only enough air to move the material debris, controlling the velocity, volume and position of the nozzle to avoid kicking up any dust.

The concept of a larger blower generating more dust is incorrect. Large blowers are intended for clearing large areas and can be handled in such a way that very little dust is generated. It takes practice to do this, but it can and must be learned to avoid this complaint.

CallAction #6

Never deliberately use a leaf blower to move dusty materials.

On occasion, the leaf blower is used to clean extremely dusty materials. A leaf blower, any blower, is not the proper machine for this job. It must be understood that there are occasions when the leaf blower is simply the wrong tool.

Heavy concentrations of gravel, construction dirt, plaster dust, pulverized cement, concrete dust and dry gypsum board should never be moved with a leaf blower because these materials have excessive amounts of dust particles that will become airborne. In a residential area, this type of dust should be cleaned up with vacuum or with power brooms having water injected to control the dust. Even using a leaf blower is incorrect for this job. Sometimes only a garden hose (water) will do the job courteously and safely.

CallAction #7

Replace your old leaf blower with a new low noise blower.

There have been many changes in the design of leaf blowers resulting in a much quieter and less irritating product. See your local dealer for the finest products available and do your part to eliminate the complaint generated by inappropriate use of old noisy leaf blowers.

You can learn more about the leaf blower at: <http://www.24minutes.com/quietleafblowers>

Echo's entire leaf blower product line can be seen at: <http://www.24minutes.com/echoleafblowers>

Summary:

The leaf blower issue is noisy. Here are the main steps one should take to avoid irritating people when using a leaf blower:

- Purchase and use new quiet leaf blowers
- Run blowers at just enough volume as possible
- Be a courteous and courteous neighbor
- Avoid generating dust
- Use only one leaf blower at any given time
- Know and observe leaf blower restrictions
- Do not use leaf blowers late in the evening or early in the morning



Using a Quiet Echo Leaf Blower
In a Thoughtful and Courteous Way
Will Put an End to
Leaf Blower Complaints

Echo Incorporated
499 Oakwood Road
Lake Zurich, IL 60047-1544
1-877-549-0369

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LEAF BLOWER FACTS

Click Below For Information On:

Leaf Blower Noise and Its Consequences

Air Pollution From Leaf Blowers

Leaf Blowers and Health: Letter to California Air Resources Board

A Brief History of the Leaf Blower

CRS Rebuttal to the CLCA Position on Leaf Blowers

Blowers Are Bad For Gardens: One Professional's Opinion

Grandmother Proves Rake and Blower as Fast as Leaf Blowers

Leaf Blower Noise and Its Consequences

Noise interferes with communication, sleep, and work. The U.S. EPA says noise degrades quality of life by impairing communication and social interaction; reducing the accuracy of work, particularly complex tasks; and creating stressful levels of frustration and aggravation that last even when the noise has ceased [1].

Sacramento's city code states "Every person in the city is entitled to live in an environment free from excessive, unnecessary or offensive noise levels." Our General Plan states that the normally acceptable ambient noise level in residential areas is no more than 60 dB; 60-70 is conditionally acceptable; and higher levels are normally unacceptable. The decibel scale is logarithmic—each increase of 10, say 60 to 70, represents a noise 10 times louder.

The average blower measures 70-75 dB at 50 feet according to a manufacturer's lobbyist [2]. Thus louder at any closer distance. Leaf blowers are routinely used less than 50 feet from unsuspecting pedestrians and neighboring homes that may be occupied by home workers, retirees, day sleepers, children, the ill or disabled, and pets.

The World Health Organization recommends general daytime outdoor noise levels of 55 dBA* or less, but 45 dBA to meet sleep criteria [3]. Thus, even a 65-decibel leaf blower would be 100 times too loud** to allow healthful sleep (which often takes place during daytime hours for night workers and others). Noise can impair sleep even when the sleeper is not awakened.

Don't be fooled by comparison of 65 decibels from a leaf blower to the volume of a normal conversation. You wouldn't want a noise in your home as loud as a normal conversation that you had not invited and could not control. In any case, no backpack blower on the market meets the 65 dB standard. Echo claims to [for one of their seven available models] but Consumer Reports says that's not true [4].

Acoustics experts say blower noise is especially irritating because of its particular pitch, the changing amplitude, and the lack of control by the hearer [5].

Blower noise can impair gardeners' hearing. A blower measuring 70-75 dB at 50 feet can reach 90-100 dB at the operator's ear. OSHA requires hearing protection for noise over 85, and according to the World Health Organization, "there is an increasing predictable risk" of hearing damage from noise above 75 dBA. Use of certain antibiotics can create vulnerability at lower noise levels. Anecdotally we have examples of hearing loss in gardeners. Sacramento Bee writer Edie Lau quotes one local gardener: "Eventually it's going to hurt everyone who uses it...I'm already a little bit deaf..." Deafness is a serious problem because as it causes social isolation by impairing communication. Deafness caused by noise is irreversible. According to the American Academy of Otolaryngology, half the wearers of hearing protectors do not get the expected benefit, due to improper fit or failure to wear them continuously [6].

Blower noise endangers gardeners in other ways as well. According to Dr. Alice Suter, in a 1994 report to the OSHA Standards Planning Committee, there is recent evidence "that high levels of noise and the resulting hearing losses contribute to industrial accidents" and "hearing protection devices...may actually impair work safety under certain conditions...In addition, there is growing evidence that noise adversely affects general health, and the cardiovascular system in particular." [7]

As Kenneth Mauw writes in the Autumn 1997 Right to Quiet newsletter: "When harsh noise hits, instead of reaching out to greet the world with open ears, we shrink back into shells, or try to; in truth the ears can't shut, nor like the eyes turn away. Noise controls space like an occupying army, travels through walls, enters homes, modest homes, violates privacy, stops thought, hinders each of us into isolation." [8] Noise causes loss of community and is both a sign and a cause of aggression and violence.

* the A-weighting (expressed as dBA) is one way of evaluating high and low frequencies to approximate the ear's response

** from 45 to 65 is two ten-fold increases, or 10 x 10

References:

1. Excerpt from Noise: A Health Problem, United States Environmental Protection Agency

Agency, Office of Noise Abatement and Control, August 1978. This can be obtained from the web site of the Noise Pollution Clearinghouse at www.noiseline.org.

2. Sacramento Bee, November 10, 1997, "Whining leaf blowers leave ears aching for quiet".
3. Environmental Health Criteria 12: Noise, World Health Organization, 1980.
4. Consumer Reports, April 1997, page 8. The magazine reports Echo's new blower measured 69.5 dBA at 50 feet, and says "In field tests, the PB46LN didn't meet its noise claims... When measured at the operator's ear, the noise was at least 90 dBA for most backpack models in our September 1995 report. The Echo PB46LN was no better." A followup article in the August 1997 issue that begins "We have a very low tolerance for companies that make false claims to consumers about their products, and an equally low tolerance for companies that make false statements about our test procedures..." reports that Echo has publicly questioned Consumers Union's integrity, and that CU has demanded a retraction.
5. For the Sacramento Bee article listed at Note 2, reporter Edie Lau interviewed Michael H. L. Hecker, a Los Altos psychoacoustician; Mitchell Sutter, a UCD auditory neuroscientist; and Harvey Wichman, a Claremont psychology professor.
6. "Noise, Ears, and Hearing Protection", a public service brochure of the American Academy of Otolaryngology - Head and Neck Surgery. The warning about the limits of hearing protection are echoed by Dr. Alice Suter (see Note 7), who says: "hearing protectors, as they are worn in the field, provide only a fraction of the attenuation that their 'noise reduction ratings' (NRRs) imply." Dr. Suter also quotes a federally-sponsored consensus conference: "It is extremely foolhardy to regard hearing protection as a preferred way to limit noise exposures..."
7. "Comments on Occupational Noise to the OSHA Standards Planning Committee" by Alice Suter, Ph.D., can also be found on the WPC web site (in the WPC library).
8. Right to Quiet Society for Soundscape Awareness and Protection, 4359, 1985 Wallace Street, Vancouver BC Canada V6R 4H4. Telephone 604 222-0207. www.islandnet.com/~skookum/right

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Air Pollution From Leaf Blowers

The California Air Resources Board (ARB) says air pollution costs our state billions of dollars annually in health care and crop and building damage. It irritates eyes and throats, harms lungs, and causes cancer and premature death [1], including sudden death from heart attacks. Ozone, a gas, is Sacramento's worst air pollution problem [2], and we also have unhealthy levels of liquid and solid particulate matter (PM¹⁰) [3]. Blowers, especially gasoline-powered, contribute to both of these. Emissions from the two-stroke combustion engine include PM as well as gaseous carbon monoxide, nitrogen oxides, and hydrocarbons (CO, NOx, and HC). Leaf blowers also raise (entrain) dust from the ground. And evaporative emissions of fuel occur during the

refueling process, which sometimes spills gas on the operators, and from the fuel tank. Comparisons that exclude some of these could understate the problem.

Fine PM2.5 particles, which are man-made and do not occur in nature, evade the body's defense systems. According to the EPA and ARB they can increase the number and severity of asthma attacks, cause or aggravate bronchitis or other lung disease, and reduce our ability to fight infections [1].

Leaf blower motors are inordinately large emitters of CO, NOx, HC, and PM according to a study conducted for the ARB [2]. Two-stroke engine fuel is a gasoline-oil mixture, thus especially toxic. Particles from combustion are virtually all smaller than PM2.5. According to the Lung Association, a leaf blower causes as much smog as 17 cars.

Street dust includes lead, organic carbon, and elemental carbon according to a study conducted for the ARB. The Lung Association states "the lead levels are of concern due to their great acute toxicity... Elemental carbon... usually contains several adsorbed carcinogens." Another study found arsenic, cadmium, chromium, nickel, and mercury in street dust as well [3]. The ARB states that a leaf blower creates 2.6 pounds of PM10 dust emissions per hour of use [2], and based on this a report from the Sacramento Metropolitan Air Quality Management District states that leaf blower dust is responsible for two percent of our PM [4]. Blowers are widely used in residential areas where many people are exposed.

The EPA and ARB, in their brochure "Particulate Matter Air Pollution: A Threat to our Health" advise us, "Avoid using leaf blowers." The multi-agency Best Available Control Measure Working Group agrees.

In November 1997 the Los Angeles Times reported on studies by Kaiser and the California EPA showing a correlation between levels of air pollution and hospital admissions for cardiopulmonary problems [5]. These reinforce conclusions reported in the August 1997 issue of Consumer Reports, which described the effect on preschool children as "especially startling." [6] Fifty thousand people in the city of Sacramento are particularly vulnerable to air pollution because of asthma or cardiopulmonary disease [7]. Healthy adults and children who play or exercise vigorously are also at risk [8].

Sacramento must reduce its smog-forming emissions by 40 percent by the year 2005 in order to achieve healthier air [9], yet the Portable Power Equipment Manufacturers Association has asked its California members to lobby against stricter emission regulations developed by the ARB for 1999 [10].

- Ozone, three atoms of oxygen in one molecule, is formed by reaction of hydrocarbons (sometimes referred to as "volatile organic compounds," or VOCs) and NOx in sunlight. It is desirable in the upper atmosphere, but irritating to living tissues.
- PM air pollution consists of particles small enough to remain suspended in the air for a significant period of time (hours to days) unless washed out by rain or otherwise removed. PM is often described by its particle size as PM 10 or PM2.5, a number that refers to maximum diameter in microns. (Thus, PM2.5 is a

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subcategory of, and contained within, PM10]

References:

1. "The California Air Resources Board", a brochure currently available at the ARB offices, 2020 L Street, Sacramento CA 95814.
2. "Spare The Air: Improving Air Quality In The Sacramento Region", published summer 1997 by the Sacramento Metropolitan Air Quality Management District, which says, "During the summer, we are among the worst areas in the nation for ozone air pollution" and advises us, "Don't use gasoline-powered lawn and utility equipment..."
3. California Air Resources Board: Status Report 1995-96.
4. "Particulate Matter Air Pollution: A threat to our health", Best Available Control Measure (BACM) Working Group, January 1997.
5. American Lung Association of Sacramento - "Emigrant Trails, "Fact Sheet: Leaf Blower Air Pollution Impacts Study Results."
6. County of Fresno, Inter Office Memo, October 14, 1982.
7. July 9, 1991 letter from Terry McGuire, Chief, Technical Support Division, ARB, states, "We estimate that a single leaf blower reentrains about 5 pounds of particulate matter in an hour, about half of which is PM10."
8. Reported in the Sacramento Environmental Commission's "Leaf Blower Recommendations From the Subcommittee", October 27, 1997.
9. Los Angeles Times, November 21, 1999 "Alerts Urged as Lower Smog Levels"
10. Consumer Reports, August 1997, page 36, "Air Quality Special Report: Clearing the air". In this long, forcefully written, informative article, the magazine reports that, "Outdoor air—even air that meets present pollution standards—still can be hazardous to your health." The article explains that the scientific evidence is "remarkably consistent" and significant, in spite of assertions to the contrary by polluting industries. And it says that industry typically throws out outrageous cost increases if new regulations are imposed, "but when regulations have changed anyway, the predicted economic disasters haven't materialized."
11. Sacramento Bee, 1997 (exact date unknown), "Capital-area air labeled bad by legal". The article said 152,000 people in Sacramento County suffer from chronic obstructive lung disease, asthma, or ischemic heart disease. We assume the city's per capita rate matches the county's.
12. Sacramento Bee's California Life, January 17, 1998, "Garden equipment group steps on the gas"

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Leaf Blowers and Health:

Letter to the California Air Resources Board

This letter discusses some of the health effects of leaf blowers, with information sources noted for further reference (sources listed elsewhere on our web site are not necessarily repeated here). Although certain facts can be and have been documented

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by studies, a number of conclusions about the health effects of leaf blowers -- as they are used in actual practice today -- can be reached simply by using common sense and logic, and some of these conclusions are included in the following discussion.

General Comment on Level of Danger: In ordinary use, blowers are clearly not being operated according to the manufacturers' own warnings. According to warnings (such as Echo's "Power Blower Operators Manual"), everyone within 50 feet of a blower in use should be wearing hearing, eye, and breathing protection. We all know from our own observations that this is not done, and it is probable it ever could be, as blowers are often used within less than 50 feet of bystanders such as pedestrians, cyclists, and even people inside their own homes who can hardly be expected to put on hearing, eye, and breathing protection each time they encounter a leaf blower!

Note - Effects on the General Public: In 1980, the World Health Organization and United Nations jointly sponsored a report, "Environmental Health Criteria 12: Noise," which collectively "re-evaluated" an international group of countries. The report listed a variety of health effects, both on workers in noisy industries and for populations in noisy living environments. Based on the evidence reviewed and the opinions of these experts, the report recommended these community noise levels:

- "For good speech intelligibility, noise levels of less than 45 dB(A)...
- "To avoid sleep disturbance... a bedroom noise limit of 35 dB(A)..."
- "General daytime noise levels of less than 55 dB(A)(to prevent) significant community annoyance..."
- "To meet sleep criteria... [an outdoor level of] 45 dB(A)"

In the absence of any report to the contrary, we should not have to reinvent the wheel by proving noise is bad. The only question thus remaining is: Do leaf blowers conform to the WHO report standard? The answer is obviously no.

Whether or not any particular leaf blower conforms to its advertised noise level as determined by standards promulgated by the American National Standards Institute is not relevant. The ANSI standards are measurement methodologies, and do not even purport to be limits on noise pollution. Further, demonstrations in California communities show that the standard does not represent actual experience. For example, in Palo Alto, 1998 and 1999 leaf blower demonstrations conducted by the police department revealed that in actual use blowers exceeded their decibel ratings as supplied by the manufacturers based on ANSI standards (April 27, 1998 City Manager's Report; May 12, 1999 Palo Alto Weekly). Consumer Reports has reached the same conclusion.

Manufacturers should not be allowed to divert discussion to the noise levels produced by their quietest models, when they continue to sell louder models in greater numbers.

Noise levels are only one of the factors that determine the nuisance value of a noise source. Another factor is the frequency of exposure. Leaf Blowers are ubiquitous in California. We report some sales figures in A Brief History of the Leaf Blower on this web site. In preparation for my testimony to the Sacramento Environmental

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Commission in 1997, I kept a week long diary of leaf blower noise as I experienced it, mostly when I was in my home. (And, I must add, there is nothing more miserable than having one's home invaded by unrelenting noise.) I heard leaf blowers up to eight times a day, sometimes for extended periods.

The very fact that you are now engaged in preparing a report on the health effects of leaf blower noise attests to their significance as a problem. The battle over leaf blowers reached the state legislature only after being fought for years in cities all over California and the nation. Judging by the number of citizen groups in the U.S. that have organized to ban leaf blowers, it seems entirely reasonable to place leaf blowers among the top ten sources of U.S. noise pollution (a list of "Known Pro-Quiet Anti-Noise Groups" recently compiled by David Staudacher, moderator of the Quiet-List, supports this assertion). There is a good reason that Echo's list of "Cities with noise activity" (my copy is dated August 8, 1997) is 21 pages long!

As Eric Zwerting, Director of the Rutgers Noise Technical Assistance Center, stated by telephone (May 6, 1999), "There is an ample body of literature on the health effects of noise." Studies documenting these effects can be found listed in the WHO report discussed above, and additional sources are listed below. Of course, all these effects, which can be predicted for bystanders to frequent leaf blower use would also occur for the operators:

- Stress. In 1978 the U.S. EPA, in "Noise: A Health Problem," wrote: "Noise causes stress and the body reacts with increased adrenaline, changes in the heart rate, and elevated blood pressure" and quoted Dr. Samuel Rosen of Mt. Sinai Hospital: "We now have millions with heart disease, high blood pressure, and emotional illness who need protection from the additional stress of noise." The report goes on to state: "Noise does not have to be loud to bring on these responses. Noise below the levels usually associated with hearing damage can cause regular and predictable changes in the body..." Even the unborn can be affected. The EPA report says, "[T]he fetus is not fully protected from its mother's response to stress... this indirect fetal response may threaten fetal development if it occurs early in pregnancy... A Japanese study of over 1,000 births produced evidence of a high proportion of low-weight babies in noisy areas... stress causes constriction of the uterine blood vessels which supply nutrients and oxygen to the developing baby."
- Cardiovascular problems. According to the Los Angeles Times [3/27/99], "German environmental authorities have documented a greater risk of heart attacks among people exposed to excessive noise... Investigation of the lifestyles of German cardiac patients has shown that a 25 percent greater chance of heart attacks among those whose work or home environments were persistently exposed to noise above 65 decibels..." The web site of the European Academy of the Urban Environment says, "The noise noise range from disruption of physical and psychological well-being to rapid increase in cardiovascular disease." The U.S. EPA has stated, "[A] growing body of evidence strongly suggests a link between exposure to noise and the development and aggravation of a number of heart disease problems... even a small increase in the percentage

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of heart problems caused by noise could prove debilitating to many thousands of Americans."

- Gastrointestinal distress. According to the League for the Hard of Hearing, "Studies have linked noise exposure with increased gastric emptying (Kaia and Fell, 1964), with increased peristaltic esophageal contraction (Foung, 1987), as well as increased anxiety. Another study found an increase in the use of antacids and hypnotics, sedatives and antihypertensives in a noisy community..." (Krispechid, 1977).
- Depressed immunity. The U.S. EPA reports: "From a study done with animals, researchers concluded that noise may be a risk factor in lowering people's resistance to disease and infection." A recent study conducted at the University of Utrecht in the Netherlands found that "[n] uncontrollable stressors that last 15 minutes can have consequences for health because it may interfere with cytokine interleukin-6 function, which plays an essential role in activating the immune defense... Uncontrollable stressors also produce high levels of cortisol, which suppresses immune system functioning."
- Interrupted sleep. It does not take a study to determine that many people must sleep during the same daytime hours that leaf blowers are used in every neighborhood. One need only consider the number of hospitals, police departments, and convenience stores along with a great many other entities and services that operate around the clock. Noise can awaken us from sleep, prevent us from falling asleep, and impair sleep even when it does not awaken us.

Sleep deprivation has a number of well-known consequences including automobile and industrial accidents and diminished mental and physical health. The L.A. Times reported (March 27, 1999) that when noise disrupts sleep, it produces stress hormones that accelerate aging and heart disease.

A 1993 article in the Journal of the American Medical Association | Vol. 269, No. 18 stated, "Inadequate or poor sleep can result in fatigue and impaired alertness and cognitive ability, reducing productivity on the job and increasing the opportunity for human error and fatigue-related accidents. On-the-job accidents and lost productivity carry a staggering cost--about \$64 billion annually... Sleep loss and sleep disturbances also are thought to play a major role in causing automobile accidents. Drowsiness is blamed for some 200,000 to 400,000 automobile accidents annually. These accidents account for almost one half of all accident-related fatalities; as many as 13 percent of these deaths may be caused by falling asleep at the wheel."

- Social discord. The League for the Hard of Hearing cites studies that report increased aggression (Donnerstein and Wilson, 1976) and less helpful behavior (Mathews and Cannon, 1975) in noisy environments. Alice Suter, Ph.D., a nationally recognized noise consultant, was quoted in the Spring 1993 Issues in Science and Technology: "Even moderate noise levels can increase anxiety, decrease the incidence of helping behavior, and increase the rise of hostile

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behavior in experimental subjects."

- Impaired communication. Noise disrupts social interaction and can be dangerous by masking warning noises. According to the U.S. EPA, "People who live in noisy places tend to adopt a lifestyle devoid of communication and social interaction... For millions of Americans residing in noisy urban areas, the use of outdoor areas for relaxed conversation is virtually impossible."
- Impairment of children's hearing, health, learning, and behavior. The League for the Hard of Hearing cites studies of children and noise. The U.S. EPA reports that learning difficulties, particularly with language development and reading ability, are byproducts of noisy home and/or school environments.
- Psychological, social, and emotional problems. The [UK] Electronic Telegraph (March 28, 1999) reports that "[one] American study showed that people living on noisy main roads had far fewer friends than those in quiet suburbs. People living near airports were eight times more likely to suffer mental problems." The U.S. EPA says, "Several industrial studies indicate that noise can heighten social conflicts both at work and at home... And studies of several industries show that prolonged noise exposure may lead to a larger number of psychological problems among workers."
- Particular difficulty for certain subgroups of our population, including the hearing-impaired and sufferers of hyperacusis and tinnitus.

Noise even at 65 dB interferes with the ability of the hard of hearing to recognize speech. This is an increasing problem for Americans who are losing hearing at younger ages and in greater numbers than ever before. For example, the Sacramento Bee reported (October 19, 1998) that a study of 6,928 men and women published in the American Journal of Public Health found that "the prevalence of hearing impairment nearly doubled between 1983 and 1994 in a population based in Alameda County." According to the U.S. EPA, "When exposed to a vent, loud noise, people with partial hearing loss may experience discomfort and pain." [Expanded quote below with source noted.]

Hyperacusis (also known as dysacusis, oxyacusis, hypersensitive hearing, or phonophobia) may include about one in every 100,000 people. It is a heightened sensitivity to sounds which causes noise to be traumatic. As many as 40 percent of autistic children are similarly sensitive to sound. (Information obtained from the Internet.)

Note - effects on the operators. A leaf blower that emits 75 decibels of noise measured from 50 feet, not uncommon for professional blower models on the market today will emit 99 dB at three feet (add 6 dB for each halving of the distance). A backpack model will be even closer than that to the operator's ears and heart. The documented effects of these noise levels include:

- Noise-induced hearing damage. Robert L. Bham, MD, wrote in 1996: "The National Institute of Occupational Safety and Health (NIOSH) has recognized for

MP4www.epa.gov/p2pollution/bcm.htm

The Task Force, formed at the direction of the Los Angeles City Council, is composed of two representatives from the gardeners' associations and one representative each from the landscape contractors association, the dealers, DWP, the Department of Parks and Recreation, General Services, the City Council, and the homeowners. It is evaluating electrical alternatives to the gas powered leaf blowers. When it was proposed that the electrical equipment be tested against gas powered leaf blowers which would be the baseline for comparison, the homeowner representative, Jack Allen, also of the Palisades, suggested that rakes and brooms be included in the comparison.

Wolfberg, who like Allen, is a member of Zero Air Pollution (ZAP), volunteered. In the first test, which required each participant to clean a pebbled cement patio area approximately 100 square feet in size with eight chairs placed on the patio, diminutive Wolfberg cleaned the area in two minutes and 30 seconds. The gas powered leaf blower operated by a large, well muscled gardener cleaned the area in two minutes but like all the leaf blowers, did not clean the area of small nuts or leaf stems, something Wolfberg was able to do.

In a second test involving the moving of paper cups and wadded paper down a 50 foot slope and back up again, she was as fast as the gas powered leaf blower and faster than the electric blowers. In the third test, requiring the cleaning of a heavy bed of pine needles and dirt down a thirty foot concrete ramp, she was the fastest and the cleanest. The leaf blowers all sent columns of damp dirt flying into the air as much as five or six feet.

Wolfberg's performance did not impress the gardeners but did impress others who had been convinced that using rakes and brooms was not feasible. The representative from DWP told Wolfberg that she had won him over.

City of Claremont Agenda Report
Prohibition of Leaf Blowers in City Owned and Maintained Property
(excerpt from report dated October 30, 1990)

Following Community Services Commission review in July of this year, staff decided to no longer use leaf blowers in the maintenance of city property. The city's leaf blower ban has added approximately one hour per day of work for each of the two tree crews. There are two people on each crew so we have added about 1/16 of a person in terms of work load. However, the grounds crews have been using a sidewalk vacuum in lieu of a leaf blower and have discovered they are actually saving an hour per day per crew. There are two crews with a total of six people so the city is saving almost 1/8 of a person in terms of workload.

Staff took a noise reading on a vacuum at 50 feet and it read 69 decibels. While this is significantly less than the 73-83 db readings on gas blowers, it is slightly more than the 63-68 db readings on electrical blowers. The vacuum noise is not nearly as annoying as the whining noise of a gas blower. The vacuum is successful in achieving a reduction in dust pollution.

Blowers Are Bad For Gardens: One Professional's Opinion

Note: The statements below are taken from Steve Zien's letter to local Assembly members opposing SB 14, the bill that would prohibit California cities from banning blowers. Zien owns and operates Living Resources Company, an organic landscape management service. In addition, he is Executive Director of Biological Urban Gardening Services (BUGS), an international membership organization of primarily professional landscapers. Zien can be reached at (916) 726-5377.

BUGS has opposed the use of leaf blowers for many years for a variety of reasons. There are many hidden costs when utilizing blowers regularly.

Wind speeds in excess of 180 mph are currently blasting landscapes throughout California. Leaves are ripped from branches, new growth and developing flowers are damaged and precious topsoil is blown away. Hurricanes and typhoons Agents are receiving more plant samples from gardeners indicating a tornado or hurricane devastated their landscape plants. In most instances the winds are unnatural in origin. Leaf blowers are producing wind speeds with greater force than a hurricane. They are having devastating effects.

Blower winds stress plants causing dehydration, burned leaves, and the suspension of photosynthesis and other natural plant functions. Overall growth is slowed. Natural openings in the leaves that allow for the exchange of oxygen and carbon dioxide are sealed shut. Disease spores lying dormant on the soil or fallen leaves are blown back onto plants where a little moisture can renew their cycle of infestation and damage. The severity of damage corresponds to the training of leaf blower operators. Blowers effectively distribute disease spores, weed seeds and insect eggs throughout the landscape (as well as to neighboring landscapes). Blowers create a disposal problem for many landscape managers gathering up a tremendous amount of organic debris. Instead of utilizing it appropriately on site it is generally hauled away for disposal. Most landscapers currently do not have a composting program to utilize this material. Most of this organic material ends up in sanitary landfill sites which are being rapidly filled to capacity. Many communities are passing regulations limiting the disposal of landscape wastes in landfills.

A common practice by professional landscapers is to simply blow plant debris off the property and into the street. Vehicular traffic then blows this material on neighboring landscapes or back onto the freshly blown site. Material is rarely moved into a pile where it can be collected and taken to a compost pile for proper recycling.

Another hidden cost of leaf blowers is that they deprive flowers, shrubs, and trees of life-giving mulch. Without this natural blanket, erosion, water evaporation and the spread of disease all become problems. Mulch, when not blown away, creates a favorable growing environment for plants and beneficial organisms both above and below ground while adding nutrients to the plants root zone. When mulch is removed to the compost and renewed annually many soil borne diseases are kept to a minimum.

Blowers use nonrenewable fossil fuels while creating air pollution. This is a serious problem in the Sacramento area.

Perhaps the major complaint most professional landscapers receive about the use of blowers is noise pollution. This is a serious problem that has resulted in local ordinances regulating the use of power blowers. Clients, their neighbors and the operator are all impacted by the noise.

This paints a bleak picture for the power blower. It is perhaps the most over and inappropriately used landscape tool. Autumn's tremendous amounts of organic debris that requires collection might be considered appropriate use of this tool. However, the weekly routine of blowing abuses the soil and damages landscape plants while the noise generated creates ill will from neighbors and clients alike. Leaf rakes deserve a renewed interest in the maintenance of landscapes.

The landscape maintenance industry should join BUGS and take a positive approach to blower bans. Old fashioned leaf raking can be a renewed service that their business could provide. It could be used as a selling point--no noise and environmentally sound tool. Approach it right and they could charge the client an appropriate fee for this service, especially if blowers are banned. This could even become a major selling point for some companies. It could lead to business growth and the hiring of more personnel to meet the demand. Environmentally sound landscapers should be able to turn this kind of legislation into a positive for their businesses, making it work to their benefit.

Tom

Citizens for a Quieter Sacramento:

COD Homeowner	COD Postcard	Current Events in Sacramento
Other Cities	Action Steps & Hotspots	Politics & Philosophy



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June 1, 2015

Mr. Sam Gaston, City Manager
City of Mountain Brook
PO Box 130009
Mountain Brook, AL 35213

Dear Sam,

We received notice requesting feedback regarding the city's noise ordinance pertaining to the operation of lawn maintenance equipment. As a resident of Mountain Brook and a business owner, I am writing to express our concern that the proposed changes to the noise ordinance would dramatically impact our operations.

As a resident of Mountain Brook, the few times that I've heard lawn equipment running during early or late hours around my home it has usually been the result of homeowner use, not a contractor. I believe that the current time restrictions are sufficient to keep operation of equipment during reasonable times of the day for contractors with only occasional enforcement required. As a contractor, our crews do not begin using equipment in residential parts of the city prior to 7 a.m. and do not work past 3:30 p.m. most days. We do this for the safety of our crews working in the heat and the logistics and safety surrounding peak traffic times in the city. In addition, to further restrict work hours more than they currently are will put them at odds with the permitted construction hours. Within our company, we have a maintenance division and an installation/construction division. With further restricted hours on maintenance equipment, our company could have a construction crew arrive at a residence to begin using a bobcat, jackhammer, nail gun, etc. at 7 a.m. but our maintenance crew could not use a weed eater or blower beginning at the same time. This does not seem logical.

As a part of our contract to perform landscape services for the City of Mountain Brook, we do begin work at early hours in the commercial villages. This is required due to traffic and other safety concerns in the villages. It is not safe for crews or passers-by to have mowers or other equipment operating when heavy traffic and pedestrians begin moving about in the villages.

In addition, the idea of limiting the number of simultaneous operators would not accomplish much and could have the opposite effect. To limit the number of simultaneous

operators would simply result in longer run times for the equipment and crew at each property, and would necessarily result in significant increased costs to our clients. When it comes to new technology and quieter models, there do not seem to be substantial alternatives. While two or three of the mainline manufacturers do promote quieter model blowers, in our research and in talking with previous users and manufactures alike, they do not seem to be a viable alternative and are more expensive. In addition, there are no "quieter" models on the market when it comes to weed eaters, edgers, and mowers.

While I appreciate the concerns of a small number of residents, I do not recall more than one or two complaints related to noise in the 15+ years that we have been working in Mountain Brook. In those instances, it has been our company practice to accommodate those individual requests as reasonably as possible, and we will continue to do so when the need arises. I appreciate your notifying of us the ongoing discussions and the city's consideration of our comments in making its decision. I currently plan to attend the council meeting Monday night, but am certainly available prior to then if you would like to discuss this further.

Sincerely,

Bryan Word
President