

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
JANUARY 12, 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 6:15 p.m. on Monday, the 12th day of January. 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
Alice B. Womack
Jack D. Carl
Lloyd C. Shelton
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 Dowd and Susan Ritter for a waiver of the 2012 International Residential Code for their residence under construction at 405 Club Place. (Resolution No. 2015-008 was added to the formal agenda.)
2. Review and discussion of the 7 p.m. City Council formal meeting agenda topics.

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



Steven Boone
Steven Boone, City Clerk

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA
JANUARY 12, 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 12th day of January, 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
Alice B. Womack
Jack D. Carl
Lloyd C. Shelton
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 several Boy Scouts from Troop 28 in attendance for their Communications merit badge.

2. EXPRESSION OF GRATITUDE TO PATRICK DAVIS FOR HIS SERVICE ON THE CITY'S PLANNING COMMISSION

Mayor Oden read aloud Resolution No. 2015-001 (Exhibit 1) and presented same to Mr. Davis. Mr. Davis in turn expressed his thanks to each of the members of the Planning Commission and City Planner, Dana Hazen.

3. CONSENT AGENDA

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

Approval of the minutes of the December 8, 2014 regular meeting of the City Council

Approval of the minutes of the December 16, 2014 special meeting of the City Council

2015-001	Expression of gratitude to Patrick Davis for his service on the Mountain Brook Planning Commission	Exhibit 1
2015-002	Set a public hearing for February 9, 2015 to consider an ordinance adopting the 2015 International Building Code, 2015 International Residential Code, 2015 International Fuel Gas Code, 2015 International Mechanical Code, 2015 International Plumbing Code, the 2015 International Fire Code (all to become effective April 1, 2015).	Exhibit 2

2015-003	Authorize the execution of a Notice of Assignment between Ajlouny Investments, LLC, and the City of Mountain Brook with respect to the assignment by Ajlouny Investments, LLC of the Development Agreement (2014-170) and Parking Agreement (2014-172) as collateral for its Iberia Bank loan (Subject to additional language).	Exhibit 3 Appendix 1
2015-004	Award the bid for the purchase of uniforms for the Fire Department (pricing guaranteed for one year with up to two annual renewals).	Exhibit 4 Appendix 2
2015-005	Authorize the execution of a service agreement between the City and All In Mountain Brook to promote educational programs, speakers, communications, and related activities intended to raise community awareness regarding substance use/abuse, high risk behavior, preventable accidents, and mental health issues in consideration of \$10,000.	Exhibit 5 Appendix 3
2015-006	Approve the conditional use (service) application submitted by Rodney Fulmer for Mountain Brook Crossfit, LLC located at 2703 Culver Road in Mountain Brook Village (local business district).	Exhibit 6 Appendix 4
2015-007	Authorize the execution of an agreement with the Birmingham-Jefferson County Transit Authority (MAX) for their provision of public transportation services in the City for fiscal year ending September 30, 2015. (Subject to obtaining Exhibit A – Routes and schedules)	Exhibit 7 Appendix 5
2015-008	Authorize the execution of a grant of acknowledgement, release and indemnification from Dowd and Susan Ritter with respect to the City's approval of an exemption to the 2012 International Residential Code regulations for the property located at 405 Club Place.	Exhibit 8 Appendix 6

Thereupon, the foregoing minutes and resolutions were introduced by Council President Smith and their immediate adoption was moved by Council President Pro Tempore Pritchard. The minutes and resolutions were then considered by the City Council. Council member Shelton 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 Womack

Nays: None

Council President Smith thereupon declared that said minutes and Resolution Nos. 2015-001 through 2015-008 are adopted by a vote of 5—0.

4. CONSIDERATION: ORDINANCE (NO. 1926) AMENDING CHAPTER 14 OF THE CITY CODE WITH RESPECT TO STORMWATER DETENTION PERMIT AND REVIEW FEES (APPENDIX 7)

Council President Smith introduced the ordinance in writing and invited comments and questions from the audience.

There being no further comments or discussion, Council President Smith called for motion regarding the proposal. 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. 1926) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

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

Council President Smith announced that the next meeting of the Mountain Brook City Council will be held on Monday January 26, 2015 at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213. Please visit the City's web site (www.mtnbrook.org) for more information.

6. ADJOURNMENT

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


Steven Boone, City Clerk

EXHIBIT 1**RESOLUTION NO. 2015-001**

WHEREAS, Patrick B. Davis, Jr., has served with distinction on the Mountain Brook Planning Commission from July 23, 2001, through December 31, 2014, having served as Vice-Chairman from 2003-2009 and Chairman from 2010-2014; and

WHEREAS, Patrick B. Davis, Jr., proved to be invaluable as Vice-Chairman of the Zoning Ordinance Review Committee, Vice-Chairman of the Land Use Plan Project Steering Committee and the committee to revise the City's Master Plan; his expert architectural insight and strategic leadership capabilities being invaluable in establishing a legacy of sound city planning for years to come; and

WHEREAS, Patrick B. Davis, Jr.'s, sense of humor was an added benefit to the Planning Commission's regular meetings; and

WHEREAS, it is the desire of the residents of Mountain Brook to express their gratitude to Patrick B. Davis, Jr., for his unselfish service and tireless efforts while serving on the Planning Commission and numerous ad-hoc committees.

NOW, THEREFORE, BE IT RESOLVED that the City Council and Mayor, on behalf of the residents of Mountain Brook, do publicly thank Patrick B. Davis, Jr., for his exemplary service and wish him well in future endeavors.

EXHIBIT 2
RESOLUTION NO. 2015-002

BE IT RESOLVED by the City Council of the City of Mountain Brook that, at the meeting of the City Council to be held on Monday, February 9, 2015 at 7:00 p.m., in the Council Chamber of the Mountain Brook City Hall, the City Council will hold a public hearing regarding the adoption of an ordinance repealing Sections 109-31, 109-32, 109-195, 109-227, and 18-20 of the City Code and adopting 2015 versions of specified technical codes relating to inspection activities, enforcement of building provisions as provided in said codes and fire prevention.

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook that the City Clerk be, and he hereby is, authorized and directed to publish in accordance with applicable state law, by posting in four (4) conspicuous places within the City of Mountain Brook, as follows: City Hall, 56 Church Street, Gilchrist Drug Company, 2805 Cahaba Road, Overton Park, 3020 Overton Road, and The Invitation Place, 3150 Overton Road, a notice in words and figures substantially as follows:

"ZONING NOTICE

Notice is hereby given that at a regular meeting of the City Council of the City of Mountain Brook to be held on Monday, February 9, 2015, at 7:00 p.m., in the Council Chamber of the Mountain Brook City Hall located at 56 Church Street, Mountain Brook, Alabama 35213, the City Council will hold a public hearing regarding a proposal that the City Council adopt an ordinance in words and figures substantially as follows:

'ORDINANCE NO. _____

AN ORDINANCE REPEALING SECTIONS 109-31, 109-32, 109-195, 109-227, AND 18-20 OF THE CITY CODE AND ADOPTING 2015 VERSIONS OF SPECIFIED TECHNICAL CODES RELATING TO INSPECTION ACTIVITIES, ENFORCEMENT OF BUILDING PROVISIONS AS PROVIDED IN SAID CODES AND FIRE PREVENTION

WHEREAS, the City Council of the City of Mountain Brook, Alabama (the “City Council”) heretofore has adopted various technical codes promulgated by the International Code Council (the “ICC”) and the National Fire Protection Association relating to buildings, residences and other structures in the City of Mountain Brook (the “City”), and operations in the City concerning fuel gas, mechanical, plumbing, and fire protection and life safety (collectively, the “Technical Codes”);

WHEREAS, the City Council desires that, except to the extent specified herein, the City adopt, the 2015 versions of the Technical Codes (the “2015 Technical Codes”) that are specified herein for use and application for buildings and structures within its corporate limits;

WHEREAS, the adoption of the 2015 Technical Codes by reference is authorized by §11-45-8 Code of Alabama (1975); and

WHEREAS, the adoption of the 2015 Technical Codes will facilitate the performance of inspection activities by the City, and promote the public safety, health and general welfare of its citizens and owners, occupants and users of buildings and structures in the City.

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

Section 1. Section 109-31 of the City Code is hereby repealed and replaced with the following:

“Sec. 109-31. Building Codes—Adoption by reference.

(a) Except as provided herein, the International Building Code - 2015 Edition (“ICC Building Code”) and International Residential Code - 2015 Edition (the “IRC”), both published by the ICC and available for purchase at 900 Montclair Road, Birmingham, Alabama, are hereby adopted as the Building Code of the City by reference as though they were copied herein.

(b) With respect to the ICC Building Code and the IRC, the City modifies the forms proposed by the ICC as follows:

(i) Section [A]101.4. of ICC Building Code - Referenced codes: The following codes that are referenced in this Section of the ICC Building Code are not adopted: (a) the International Property Maintenance Code referenced in Section 101.4.4; and (b) the International Existing Building Code referenced in Section 101.4.7.

(ii) Section [A] 109.2 of ICC Building Code & Section R108.2 of IRC – Schedule of Permit Fees: These Sections are not adopted in the form proposed by the ICC, and are replaced in their entirety with the following:

Schedule of Permit Fees. On buildings, structures, electrical, gas, mechanical, and plumbing systems or alterations requiring a permit, a fee or fees as set forth in City Code Section 14-1 shall be paid at the time of filing application, in accordance with such fee schedule as shall be set from time to time by the city council. A list of such fees shall be kept on file in the city clerk’s office.

(iii) Sections [A] 111.1 of ICC Building Code & R110.1 of IRC – Use and Occupancy. These Sections are not adopted in the form proposed by the ICC, and are replaced in their entirety with the following:

“Use and occupancy. No residential building or structure shall be used or occupied, and no change in the existing occupancy classification of a residential building or structure or portion thereof shall be made until the building official has issued a certificate of occupancy which has been signed by the building

official and the City Manager. No commercial building or structure shall be used or occupied, and no change in the existing occupancy classification of a commercial building or structure or portion thereof shall be made until the building official has issued a certificate of occupancy which has been signed by the building official, the fire official, and the City Manager. A certificate of occupancy shall not be issued until after the City Manager shall have determined that the building conforms to all provisions and regulations of the city with respect thereto, including its use under the zoning ordinances of the city. A certificate of occupancy (whether a temporary certificate of the regular certificate) issued without the signature of the building official, fire official (in the case of commercial buildings), and the City Manager shall not be deemed to be a certificate of occupancy issued under this code or under the city's zoning ordinance.

(iv) Sections [A] 113 of ICC Building Code & R112 of the IRC – Board of Appeals. These Sections are not adopted in the form proposed by the ICC, and are replaced in their entirety with the following:

“Appeals regarding the application of the adopted building codes may be presented to the City Manager for consideration. The City Manager may elect to render a decision on such appeal or remand the appeal to the board of zoning adjustment. In cases where the appeal is heard by the City Manager and a decision is rendered, the appellant, if not satisfied with the decision, may then appeal to the board of zoning adjustment.

The board of zoning adjustment of the City of Mountain Brook, Alabama, as said board is prescribed by Section 11-52-80 Code of Alabama (1975), as amended, shall constitute a board of adjustments and appeals under these codes.”

(v) Sections [A]114.4 of ICC Building Code & R113.4 of IRC- Violation Penalties. These Sections are not adopted in the form proposed by the ICC, and are replaced in their entirety with the following:

R113.4 Violation Penalties. Any person who violates a provision of these codes or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of these codes, shall be subject to penalties as prescribed by law.

In instances where a person commences work prior to making application for a required permit, all applicable permit fees shall be doubled. Once notified in writing by the building official of the City that a report or building permit application must be submitted, such person must submit such report within ten (10) days. Persons who fail to make such report within the time period required shall be subject to additional penalties as provided under Sec. 1-6.1 of the City Code and by §13A-10-4 of the Code of Alabama.

(vi) Chapter 11 of IRC- Energy Efficiency. This Chapter is adopted except as follows: (a) notwithstanding any provisions contained in Chapter 11 or elsewhere in the IRC, the Energy Efficiency requirements in the IRC shall not be applicable to the repair, renovation, alteration or reconstruction of *existing* buildings and structures; and (b) the minimum standards for insulation to be used in connection with the repair, renovation, alteration or reconstruction of *existing* buildings and structures shall not be less than R-30 for ceiling spaces, R-13 for walls and R-19 for floors.

(vii) Section P2904 of the IRC- Dwelling Unit Fire Sprinkler Systems. This Section is adopted, but the following provision is added as P2904.8.9:

P2904.8.9 Residential Sprinkler Exemption. Notwithstanding any provision in this Section P2904 or elsewhere in the IRC, any homeowner, upon application to the City’s building official, may request an exemption to the sprinkler system requirements of P2904.1 for a dwelling and such exemption shall be granted upon satisfaction of each of the following:

- a. The applicant must either confer with the City Fire Marshal or his or her designee about the benefits of installing a residential fire sprinkler system or review presentation materials developed by the Fire Marshal concerning sprinkler systems;
- b. The applicant must certify that he or she has met the requirements in subsection (a) above, and fully understands and acknowledges the risks of opting not to install a residential fire sprinkler system;

Exceptions:

- i. No exemption shall be granted for any dwelling constructed less than 5 feet from the property line; and
- ii. No exemption shall be granted for 2-family dwelling units.”

Section 2. Section 109-32 of the City Code, which reflected amendments to the previously enacted Section 109-31, is hereby repealed and replaced by the following:

“Sec. 109-32. Same – Amendments - Reserved.”

Section 3. Section 109-195 of the City Code is repealed and replaced with the following:

“Sec. 109-195. Gas and Mechanical Codes—Adoption by reference.

(a) Except as provided herein, the International Fuel Gas Code - 2015 Edition (the “Gas Code”) and International Mechanical Code - 2015 Edition (the “Mechanical Code”), both published by International Code Council (“ICC”) and available for purchase at 900 Montclair Road, Birmingham, Alabama, are hereby adopted as the Gas and Mechanical Code of the City by reference as though they were copied herein.”

(b) With respect to the Gas Code and the Mechanical Code, the City amends the form proposed by the ICC as follows:

(i) Sections [A]106.6.2 of Gas Code & [A]106.5.2 of Mechanical Code – Fee Schedule. These Sections are not adopted in the form proposed by the ICC, and are replaced in their entirety with the following:

“**Schedule of Permit Fees.** On buildings, structures, electrical, gas, mechanical, and plumbing systems or alterations requiring a permit, a fee or fees as set forth in City Code Section 14-1 shall be paid at the time of filing application, in accordance with such fee schedule as shall be set from time to time by the city council. A list of such fees shall be kept on file in the city clerk’s office.”

(ii) Sections [A] 108.4 of Gas Code & Mechanical Codes- Violation Penalties. These Sections are not adopted in the form proposed by the ICC, and are replaced in their entirety with the following:

“**[A] 108.4 Violation Penalties.** Any person who violates a provision of these codes or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law.

In instances where a person commences work prior to making application for a required permit, all applicable permit fees shall be doubled. Once notified in writing by the building official of the City that a report or building permit application must be submitted, such person must submit such report within ten (10) days. Persons who fail to make such report within the time period required shall be subject to additional penalties as provided under Sec. 1-6.1 of the city code and by §13A-10-4 of the Code of Alabama.”

(iii) Sections 109 of Gas Code & Mechanical Code – Means of Appeals. These Sections in these codes are not adopted in the form proposed by the ICC, and are replaced in their entirety with the following:

“Appeals regarding the application of the adopted building codes may be presented to the City Manager for consideration. The City Manager may elect to render a decision on such appeal or remand the appeal to the board of zoning adjustment. In cases where the appeal is heard by the City Manager and a decision is rendered, the appellant, if not satisfied with the decision, may then appeal to the board of zoning adjustment.

The board of zoning adjustment of the City of Mountain Brook, Alabama, as said board is prescribed by Section 11-52-80 Code of Alabama (1975), as amended, shall constitute a board of adjustments and appeals under these codes.”

Section 4. Section 109-227 of the City Code is repealed and replaced with the following:

“**Sec. 109-227. Plumbing Code—Adoption by reference.**

(a) Except as provided herein, the International Plumbing Code - 2015 Edition published by International Code Council (“ICC”) (the “Plumbing Code) and

available for purchase at 900 Montclair Road, Birmingham, Alabama, is hereby adopted as the Plumbing Code of the City by reference as though it were copied herein.

(b) With respect to the Plumbing Code, the City amends the form proposed by the ICC as follows:

(i) Section [A] 106.6.2 of Plumbing Code – Fee Schedule. This Section is not adopted in the form proposed by the ICC, and is replaced in its entirety with the following:

Schedule of Permit Fees. On buildings, structures, electrical, gas, mechanical, and plumbing systems or alterations requiring a permit, a fee or fees as set forth in City Code Section 14-1 shall be paid at the time of filing application, in accordance with such fee schedule as shall be set from time to time by the city council. A list of such fees shall be kept on file in the city clerk's office.

(ii) Section [A] 108.4 of Plumbing Code - Violation Penalties. This Section is not adopted, and is replaced in its entirety with the following:

[A] 108.4 Violation Penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law.

In instances where a person commences work prior to making application for a required permit, all applicable permit fees shall be doubled. Once notified in writing by the building official of the City that a report or building permit application must be submitted, such person must submit such report within ten (10) days. Persons who fail to make such report within the time period required shall be subject to additional penalties as provided under Sec. 1-6.1 of the City Code and by §13A-10-4 of the Code of Alabama.”

(iii) Section 109 of Plumbing Code - Means of Appeals. This Section is not adopted and is replaced in its entirety with the following:

Appeals regarding the application of the adopted building code may be presented to the city manager for consideration. The City Manager may elect to render a decision on such appeal or remand the appeal to the board of zoning adjustment. In cases where the appeal is heard by the City Manager and a decision is rendered, the appellant, if not satisfied with the decision, may then appeal to the board of zoning adjustment.

The board of zoning adjustment of the City of Mountain Brook, Alabama, as said board is prescribed by Section 11-52-80 Code of Alabama (1975), as amended, shall constitute a board of adjustments and appeals under this code.”

Section 5. Section 18-20 of the City Code is repealed and replaced with the following:

“Sec. 18-20. Fire Prevention Code - Adoption by reference

(a) Except as provided herein, the International Fire Code - 2015 Edition published by the International Code Council (“ICC”) and available for purchase at 900 Montclair Road, Birmingham, Alabama (the “Fire Code”), and the Life Safety Code (NFPA 101) - 2015 Edition, available for purchase from the National Fire Protection Association, 1 Batterymarch Park, Quincy, MA, or by calling (800) 344-3555 (the “Life Safety Code”), are hereby adopted as the Fire Prevention Code of the City by reference as though they were copied herein.

(b) With respect to the Fire Code, the City amends the form proposed by the ICC as follows:

(i) Section 108 – Board of Appeals. This Section of the Fire Code is not adopted and is replaced in its entirety with the following:

Appeals regarding the application of the adopted code may be presented to the city manager for consideration. The city manager may elect to render a decision on such appeal or remand the appeal to the board of zoning adjustment. In cases where the appeal is heard by the city manager and a decision is rendered, the appellant, if not satisfied with the decision, may then appeal to the board of zoning adjustment.

The board of zoning adjustment of the City of Mountain Brook, Alabama, as said board is prescribed by Section 11-52-80 Code of Alabama (1975), as amended, shall constitute a board of adjustments and appeals under this code.

(ii) Section [A] 109.4 - Violation Penalties. This Section of the Fire Code is not adopted and is replaced in its entirety with the following:

[A] 109.4 Violation Penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law.

In instances where a person commences work prior to making application for a required permit, all applicable permit fees shall be doubled. Once notified in writing by the building or fire official of the City that a report or building permit application must be submitted, such person must submit such report within ten (10) days. Persons who fail to make such report within the time period required shall be subject to additional penalties as provided under Sec. 1-6.1 of the City Code and by §13A-10-4 of the Code of Alabama.”

(iii) Section [A] 113.2 – Schedule of permit fees. This Section of the Fire Code is not adopted, and is replaced in its entirety with the following:

Schedule of Permit Fees. On buildings, structures, and other matters under this code that require a permit, a fee or fees as set forth in City Code Section 14-1 shall be paid at the time of filing application, in accordance with such fee schedule as shall be set

from time to time by the City Council. A list of such fees shall be kept on file in the City Clerk's office.

(iv) Section 912.2 – Location (of Fire Department Connections). This Section of the Fire Code is not adopted, and is replaced in its entirety with the following:

9.1.2.2 Location. Fire department connections shall be located not more than 100 feet from the nearest fire hydrant. With respect to hydrants, driveways, buildings and landscaping, fire department connections shall be so located that the fire apparatus and hose connected to supply the system will not obstruct access to the buildings for other fire apparatus. The location of the department connections shall be *approved* by the fire chief or fire official.

(v) Adoption of Certain Appendices: The provisions of Appendix B - Fire-Flow Requirements for Buildings, Appendix C – Fire Hydrant Locations and Distribution, and Appendix D – Fire Apparatus Access Roads each are adopted in their entirety.

(c) With respect to the Life Safety Code, the City amends the form proposed by the National Fire Protection Association as follows:

(i) Chapter 24 – One-and Two Family Dwellings. This Chapter is not adopted.

(ii) Reserved.”

Section 6. This ordinance is cumulative in nature and is in addition to any power and authority which the City of Mountain Brook may have under any other ordinance or law.

Section 7. If any part, section or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect, notwithstanding such holding.

Section 8. Any provisions herein that the City has adopted that deviate from the Technical Codes that are adopted by reference shall prevail over any conflicting provision of those Technical Codes. All other 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.

In addition, when a provision in the adopted Technical Codes or this Ordinance refers to the duties of certain named officials, the official of the City of Mountain Brook, Alabama whose duties most closely correspond to those of such named official shall be deemed the official responsible for the enforcement of said provision.

Section 9. The effective date of this Ordinance shall be April 1, 2015.’

BE IT FURTHER RESOLVED that the City Clerk be, and he hereby is, further authorized and directed to give written notice of the hearing to the owners of the property located in whole or in part within 500 feet from the boundaries of the property described in this resolution in the form and manner and within the time required by Act No. 1123 of the 1973 Regular Session of the Legislature of Alabama.

BE IT FURTHER RESOLVED that the City Clerk be, and hereby is, further authorized and directed to post the Notice herein above set out, which includes the proposed ordinance, in four conspicuous places within the City in accordance with applicable state law.

EXHIBIT 3**RESOLUTION NO. 2015-003**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the execution a Notice of Assignment, in the form as attached hereto as Exhibit A, with respect to the assignment by Ajlouny Investments, LLC of its Development Agreement (2014-070) and Parking Agreement (2014-072) as collateral for its Iberia Bank loan.

APPENDIX 1

EXHIBIT 4**RESOLUTION NO. 2015-004**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the Fire Department uniform bid submitted by Municipal and Commercial Uniforms and Equipment (MAC Uniforms), being the only bid submitted and determined to be in conformance with the expressed specifications, is hereby accepted.

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Manager is hereby authorized and directed, for and on behalf of the City, to issue a [blanket] purchase order to MAC Uniforms and to execute any other documents that may be determined to be necessary with respect to said uniform purchases.

APPENDIX 2

EXHIBIT 5**RESOLUTION NO. 2015-005**

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

APPENDIX 3

EXHIBIT 6**RESOLUTION NO. 2015-006**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby approves the conditional service use application submitted by Rodney Fulmer for Mountain Brook Crossfit, LLC to allow exercise classes and personal training at 2703 Culver Road.

APPENDIX 4

EXHIBIT 7**RESOLUTION NO. 2015-007**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the execution the Birmingham-Jefferson County Transit Authority (MAX) fiscal 2015 Transit Service Agreement, in the form as attached hereto as Exhibit A.

APPENDIX 5**EXHIBIT 8****RESOLUTION NO. 2015-008**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the Mayor or the City Manager of the City to execute a Grant of Acknowledgment, Release, and Indemnification instrument, in the form as attached hereto as Exhibit A, with respect to the City's approval of an exemption to specified building code regulations for the residence located at 405 Club Place.

APPENDIX 6**APPENDIX 7****ORDINANCE NO. 1926**

**AN ORDINANCE AMENDING CHAPTER 14 OF THE CITY CODE WITH RESPECT TO
STORMWATER DETENTION PERMIT AND REVIEW FEES**

BE IT ORDAINED by the City Council of the City of Mountain Brook that Chapter 14, of the Code of the City of Mountain Brook, Alabama ("City Code") shall be amended as follows:

Section 1. Section 14-1 of the City Code shall be amended as follows with respect to the fees associated with Chapter 113 of the City Code:

<i>Section of Code</i>	<i>Description</i>	<i>Fee (in dollars)</i>
	CHAPTER 113 ENVIRONMENT AND NATRAL RESOURCE MANAGEMENT	
113-55	Soil erosion and sediment control permit fee	1,000.00
113-229(d)	Stormwater detention review fee - for project in single family residential district	500.00
113-229(d)	Stormwater detention review fee - for project in multifamily district & all other projects requiring Stormwater Detention Permit	1,000.00
113-229(d)	Stormwater detention permit fee - for project in single family residential district	500.00
113-229(d)	Stormwater detention permit fee - for project in multifamily district & all other projects requiring Stormwater Detention Permit	1,000.00
113-229(f)(2)	Fee for appeal of adverse action on stormwater detention application	100.00

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

Section 3. If any part, section or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect notwithstanding such holding.

Section 4. This section shall become effective immediately upon adoption and publication as provided by law.



Sirote & Parmurt, PC
2311 Highland Avenue South
Birmingham, AL 35205-2972

Joseph T. Ritchey
Attorney at Law
jritchey@sirote.com
Tel: 205-930-5292
Fax: 205-212-2813

NOTICE OF ASSIGNMENT

December 18, 2014

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

RE: Tax Revenue Sharing and Incentive Agreement

Ladies and Gentlemen:

By a Mortgage, Assignment of Rents and Leases, and Security Agreement (the "Mortgage") dated this date and a Loan Agreement (the "Loan Agreement") referenced therein, AJLOUNY INVESTMENTS, L.L.C., an Alabama limited liability company (the "Owner") has collaterally assigned to IBERIABANK, a Louisiana state banking corporation (the "Mortgagee"), the Tax Revenue Sharing and Incentive Agreement (the "Development Agreement"). Owner entered into with the CITY OF MOUNTAIN BROOK, ALABAMA (the "City") on December 16, 2014 and the Parking Agreement, dated on December 16, 2014 (the "Parking Agreement"). [Capitalized terms used herein not otherwise defined shall be defined in accordance with the terms of the Development Agreement.]

In connection with this collateral assignment of the Development Agreement, Mortgagee has requested that we obtain the City's acknowledgement as to the following:

1. The Development Agreement and the Parking Agreement are in full force and effect;
2. The City is aware that the Development Agreement and Parking Agreement have been collaterally assigned by Owner to Mortgagee;
3. The City recognizes and acknowledges that Owner has mortgaged the Project to Mortgagee in accordance with the terms of the Mortgage and Loan Agreement;
4. No default has occurred under the Development Agreement or the Parking Agreement;
5. The City recognizes and acknowledges that Owner has agreed with Mortgagee that no changes or modifications to the Development Agreement shall be made which would decrease the amount due Owner under the Development Agreement without the expressed written consent of Mortgagee;
6. Upon delivery to Mortgagee of the \$1,200,000 Lump Sum Payment set forth in section 3.1(a) of the Development Agreement, Mortgagee will cause the Church Street Access Parcel and the Parking Lot Parcel to be released from the lien of the Mortgage;
7. The City recognizes and acknowledges Owner has agreed with Mortgagee that if Owner is in default with its obligations to Mortgagee under the Mortgage and Loan Agreement, and in the event

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2015-003

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Birmingham Huntsville Mobile Fort Lauderdale Pensacola
siruti.com

APPENDIX 1

Mortgagee sends notice to City that Owner is in default in connection with its obligations to Mortgagee under the Mortgage, then upon receipt of such notice City shall be permitted to deliver to Mortgagee, payable to the Owner/Mortgagee, any and all Sales Tax Incentive Payments that City would be obligated to remit to Owner under section 3.1(b) of the Development Agreement.

8. The City recognizes and acknowledges that Owner has agreed with Mortgagee that the Option granted to the City in the Development Agreement is subject to the Mortgage; and
9. Copies of all notices the City sends to the Owner under the terms of the Development Agreement and the Parking Agreement, will simultaneously be sent to Mortgagee at the following address:

IBERIABANK
2340 Woodcrest Place
Birmingham, AL 35209
ATTN: Joe Medori, Senior Vice President

10. Nothing contained herein shall grant the Mortgagee any greater rights than those rights granted to the Owner under the agreements referred to herein.

Very Truly Yours

AJLOUNY INVESTMENTS, L.L.C., an Alabama limited liability company

By: Andrew M. G. Louney
Print Name: ANDREW M. G. LOUNY
Title: MEMBER

ACKNOWLEDGED, AGREED AND ACCEPTED this 30th day of January, 2015.

CITY OF MOUNTAIN BROOK, ALABAMA

By: Virginia C. Smith
Virginia C. Smith, Council President

WITNESSES:
Lawrence T. Oden
Lawrence T. Oden, Mayor

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2015-003



CITY OF MOUNTAIN BROOK FIRE DEPARTMENT

102 Tibbett Street, Mountain Brook, Alabama - 35213 Phone: (205) 802-3838, Fax: (205) 879-5919



INTEROFFICE MEMORANDUM

TO: Sam Gaston, City Manager
FROM: Robert Ezekiel, Fire Chief *Rue*
DATE: January 6, 2015
SUBJECT: Uniform Bid

In accordance with State bid laws and City purchasing policy, specifications were developed and a request for bids for fire department uniforms was posted on December 2, 2014. A formal bid opening was held in the office of the City Manager at 2:00 PM on January 5, 2015.

There was one bid submitted and received. Municipal and Commercial Uniforms and Equipment (MAC) was the bidder at \$774.84.

Note: The bid price of \$774.84 is not an amount that will be paid for uniforms. It is simply an indicator of the cost of all uniform items overall with a factor of life expectancy built in (magnitude factor). The department has an annual uniform allowance of \$450 per employee. So, the FY2015 operating budget is reflective of the clothing allowance and not the bid price amount.

Our historical experience with MAC uniforms has been very good. Therefore, we respectfully request that this bid be awarded to MAC uniforms and that it be placed on the City Council agenda for consideration and hopefully affirmation.

As always, if anyone has any questions, I will be available to respond.

CITY OF MOUNTAIN BROOK
56 Church Street
MOUNTAIN BROOK, ALABAMA 35213
OFFICE OF PURCHASING AGENT (CITY MANAGER)

BID COVER SHEET

Bid Request Posted this Date: Tuesday, December 02, 2014

Bids to be Opened this Date and Time: Monday, January 5, 2015 at 2:00 p.m.

To Whom It May Concern:

Bids shall be sealed and delivered to the Office of the Purchasing Agent in the City Hall, City of Mountain Brook, Alabama, prior to the above specified date and time. Bids shall be publicly opened at the date and time specified above or as soon as practicable thereafter.

To be considered by the City, a bid must comply with Alabama law, including, but not limited to, Ala. Code (1975) §§41-16-50 *et seq.* and 31-13-1 *et seq.*, and provide documentation of enrollment in the E-Verify program pursuant to Ala. Code §31-13-9.

All bidders must use the bid form provided by the City for the project. This Bid Cover Sheet should be completed and submitted with the bid. Bids completed in pencil will not be accepted. Bids should be clearly marked "SEALED BID" and indicate on the outside of the envelope "UNIFORM BID - FIRE DEPT" and the date of bid opening.

The City reserves the right to require a bid bond, in which case specific information shall be provided with the request for bids.

The City reserves the right to utilize life cycle cost analysis in determining the lowest responsible bidder, in which case specific information shall be provided with the request for bids.

The City reserves the right to accept or reject any or all bids and to waive formalities.

Sam S. Gaston, City Manager and Purchasing Agent *Sam S. Gaston*

BIDDER: Municipal-Commercial Uniforms Equip Phone: 205-394-6011

ADDRESS: 2208 319 Ave Nc EMAIL: Edmarrsmith@gmail.com

CITY: Birmingham STATE: Al. ZIP: 35203

BID AMOUNT (AS PER SPECIFICATIONS) \$ 774.84

Note: MUNICIPALITIES ARE EXEMPT FROM STATE SALES TAX

This bid must be signed below by bidder's principal/officer/agent and notarized:

Auth. Signature: <i>Edward C. Smith</i>	Sworn to and subscribed before me on this <u>3rd</u> day of <u>Nov</u> , 20 <u>14</u> . <i>Edward C. Smith</i> Notary Public My Commission Expires: <u>11-11-2015</u>
Name: <u>Edward C. Smith</u>	
Title: <u>President</u>	

MOUNTAIN BROOK FIRE DEPARTMENT					
UNIFORM SPECIFICATIONS, NOVEMBER 2014					
ITEM	UNIT PRICE	MAGNITUDE	EXTENSION	COMPLY	
				YES	NO
1. Uniform Trousers	69.95	2	139.90	✓	
2. Work Trousers	37.95	1	37.95	✓	
3. Shirts, Short Sleeve, (3a) GRAY OR (3b) WHITE	32.95	1	32.95	✓	
4. Shirts, Long Sleeve, (4a) GRAY OR (4b) WHITE	34.95	2	69.90	✓	
5. Dress Uniform, Officer's Coat	199.95	0.1	20.00	✓	
6. Dress Uniform, Officer's Trousers	79.95	0.1	8.00	✓	
7. Dress Uniform, Firefighter's Coat	119.95	0.1	12.00	✓	
8. Dress Uniform, Firefighter's Trousers	42.95	0.1	4.30	✓	
9. Work Coat / EMS Jacket	209.95	0.25	52.49	✓	
10. Quarter Zip Job Shirt	60.95	0.25	15.24	✓	
11. Dress Cap, Officer's	44.95	0.1	4.50	✓	
12. Dress Cap, Firefighter's	44.95	0.1	4.50	✓	
13. Tie	4.00	0.1	.40	✓	
14. Ball Cap	14.00	1	14.00	✓	
15. T-Shirt	18.00	2	36.00	✓	
16. Gym Shorts	18.00	2	36.00	✓	
17. Sweat Shirt	15.00	1	15.00	✓	
18. Sweat Pant	15.00	1	15.00	✓	
19. Dress Shoe	104.95	0.25	26.24	✓	
20. Work Shoe	99.95	0.25	24.99	✓	

Municipal & Commercial Uniform & Equipment

MOUNTAIN BROOK FIRE DEPARTMENT					
UNIFORM SPECIFICATIONS, NOVEMBER 2014					
ITEM	UNIT PRICE	MAGNITUDE	EXTENSION	COMPLY	
				YES	NO
21. Training Shoe	79.95	0.25	19.99	✓	
22. Chukka Boot	109.95	0.25	27.49	✓	
23. 8" Zipper Boot	94.95	0.25	23.74	✓	
24. 8" Pull On Boot	94.95	0.25	23.74	✓	
25. 8" USAR Boot	189.95	0.25	47.49	✓	
26. Socks	11.00	0.25	2.75	✓	
27. Officer Shirt Badge	59.95	0.1	6.00	✓	
28. Firefighter Shirt Badge	45.95	0.1	4.60	✓	
29. Officer Cap Badge	55.95	0.1	5.60	✓	
30. Firefighter Cap Badge	45.95	0.1	4.60	✓	
31. Officer Name Plate	10.00	0.1	1.00	✓	
32. Officer Serving Since	10.00	0.1	1.00	✓	
33. Firefighter Name Plate	10.00	0.1	1.00	✓	
34. Firefighter Serving Since	10.00	0.1	1.00	✓	
35. Belt	10.00	0.25	2.50	✓	
36. Officer Belt Buckle	47.95	0.1	4.80	✓	
37. Firefighter Belt Buckle	47.95	0.1	4.80	✓	
38. A/O Collar Brass	5.00	0.1	.50	✓	
39. Lt. Collar Brass	5.00	0.1	.50	✓	
40. Battalion Chief Collar Brass	23.95	0.1	2.40	✓	

Municipal & Commercial Uniform & Equipment

MOUNTAIN BROOK FIRE DEPARTMENT				
UNIFORM SPECIFICATIONS, NOVEMBER 2014				
41. Rain Jacket	49.95	0.25	12.49	✓
42. Rain Pant	29.95	0.25	7.49	✓
TOTAL =			\$ 774.84	

TOTAL BID (THIS IS YOUR BID!)

\$ 774.84

BIDS WILL NOT BE CONSIDERED ON INDIVIDUAL UNITS - BIDS WILL BE CONSIDERED ON TOTAL BID.

No definite quantities for each item can be established at this time.

(62) Firefighters and Fire Officers will purchase the items listed in appropriate quantities and sizes according to need and price.

Bids should include the cost of any alterations or adjustments necessary. All members of the department will be clothed regardless of size and or gender, no exceptions.

Please indicate your delivery from time of awarding of contract: 3 days on New F.F.

No Greater Than 90 Days is acceptable, unless special orders are involved. 30 days on large orders Special orders must be completed in 120 days from the day of order.)

MUNICIPALITIES ARE EXEMPT FROM STATE SALES TAX

This bid must be notarized.

Sworn to and subscribed before me this 29 day of Dec., 20 14.


Notary Public

Municipal - Commercial
BIDDER: Uniform & Equipment BY: [Signature]

ADDRESS: 2208 34th Ave No (ZIP) 35203

PHONE: 205-324-6011 DATE: 12-29-2014

FAX: 205-324-5032 e-mail: Edmacsmith@gmail.com

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

CONTRACT AGREEMENT

THIS AGREEMENT is entered into on this the 12th day of January, 2015, by and between the City of Mountain Brook (hereinafter referred to as "City") and All In Mountain Brook (hereinafter referred to as "Contractor"):

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

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

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

WITNESSETH,

1. That the City, for and in consideration of the covenants and agreements hereinafter set out to be kept and performed by the Contractor, does hereby agree to pay the Contractor the sum of \$10,000.00 (Ten Thousand and No/100 Dollars) (hereinafter referred to as the "Contract Amount") for performing the services herein provided for the period beginning October 1, 2014, through September 30, 2015.

2. SCOPE OF SERVICES:

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

- a. To underwrite All In Mountain Brook programming at the six Mountain Brook City schools, thereby targeting families and youth in grades Kindergarten through twelfth grade, including but not limited to All In Mountain Brook speakers, activities, services, materials, and communications designed to combat issues and problems that place the lives and well-being of Mountain Brook youth at risk.
- b. Activities will be planned by appointed Parent Teacher Organization representatives in each school, along with administrators and school counselors.

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

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

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

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

CITY OF MOUNTAIN BROOK,

A Municipal Corporation

BY: Paul Lee
Mayor, City of Mountain Brook

WITNESSED:

BY: _____

ALL IN MOUNTAIN BROOK

BY: Leilus Jackson Young, Jr.
Its Authorized Agent

Print name: Leilus Jackson Young, Jr.
Title: Chairman

APPENDIX 3

c. Contractor anticipates the following disbursement of the contract amount:

- (1) \$5,000.00 to Mountain Brook High School;
- (2) \$3,000.00 to Mountain Brook Junior High School; and
- (3) \$2,000.00 (\$500.00 apiece) to the four elementary schools—Brookwood Forest Elementary School, Cherokee Bend Elementary School, Crestline Elementary School, and Mountain Brook Elementary School;

d. Contractor agrees to provide any and all personnel, supplies, and/or equipment necessary for the services herein to be provided.

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

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

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

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

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

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

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



CITY OF MOUNTAIN BROOK

Dana O. Hazen, AICP
City Planner
56 Church Street
Mountain Brook, Alabama 35213
Telephone: 205/802-3821
Fax: 205.879.6913
hazend@mtnbrook.org
www.mtnbrook.org

MEMO

DATE: January 7, 2015
TO: Mayor
City Council
City Manager
FROM: Dana Hazen, City Planner
RE: Conditional Use – Mountain Brook Crossfit
2703 Culver Road (previous Little Hardware – original left side of space)

See attached letter from the applicant regarding the proposed operational characteristics. The hours of operation are primarily early morning and late afternoon (closed from noon-4:00 p.m.). There is to be only one employee (business owner). Given the fact that Little Hardware employed approximately 12 people during a peak hour and most likely had a similar or greater customer demand (proposed 5-8 people at one time), this proposed use represents a decrease in parking demand on the subject site.

The zoning ordinance requires council approval of service uses as a conditional use, and states that any proposed conditional use will be reviewed as to the following:

- Whether the use would disparately impact public parking in the area;
- Whether vehicular or pedestrian circulation would be impacted by the use;
- Whether the use is compatible with surrounding existing uses;
- Whether the hours of operation or peak traffic times would impact existing uses.

Mtn. Brook CrossFit Description Summary for City Council Review Approval

Hours of operation:	Mon-Thurs	6a-12p, 4p-8p
	Fri	6a-12p, 4p-6p
	Sat	9a-11a
	Sun	Closed

My normal busy hours are targeted to be early morning (6a-8a) and evening (5p-8p). During these times, I will have approximately 5-8 people at any given time. Outside of these hours, I am either closed entirely, or accommodating 1-2 people in the late morning.

I am the only employee at this time, and will be for a several months. My aim is to hire someone by the summer, but even then it will pretty much be to fill my role during the day, so still just one person working at a time.

I find that parking along Culver on the west side of the building is the most accommodating for me and anyone who will be helping me out. It is away of the front row for patrons of the post office, or mine and is easier to get in and out of as well.

I hope this covers any concerns that may arise with my business venture. I appreciate the opportunity to come to your community and look forward to helping your residents any way I can.

Sincerely,
Rodney Fulmer

205-915-3246



Executive Director
Ann D. August

BIRMINGHAM-JEFFERSON COUNTY TRANSIT AUTHORITY
2121 Reverend Abraham Woods Jr. Blvd. ♦ Suite 500 ♦ Post Office Box 10212
Birmingham, Alabama 35202-0212
Phone (205) 521-0161 ♦ Fax (205) 252-7633 ♦ www.bjcta.org

Board Chairperson
Johnnye P. Lassiter

TRANSIT SERVICES AGREEMENT

This Transit Services Agreement ("Agreement") is made and entered into this 22nd day of September 2014, by and between the Birmingham-Jefferson County Transit Authority, an Alabama public corporation (the "BJCTA") and THE CITY OF MOUNTAIN BROOK, ALABAMA, a municipality organized under the laws of the state of Alabama (the "City").

Recitals

WHEREAS, the BJCTA is charged with providing public transportation service in Jefferson County, Alabama;

WHEREAS, Alabama Act 1987-449 provides that any municipality which receives service from the BJCTA shall pay for such service based on the total projected hours of operation in such municipality, multiplied by the hourly cost of operation of the transit system;

WHEREAS, the City desires to receive transit services from the BJCTA; and

WHEREAS, the BJCTA desires to provide transit services to the City.

Agreement

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration provided herein, the Parties agree as follows:

1. The BJCTA agrees to provide transit services in the City for the fiscal year beginning on October 1, 2014 and ending on September 30, 2015 (the "Fiscal Year"). Transit services will be provided on such routes and schedules as provided on the enclosed schedule ("Transit Services").
2. The City agrees to pay the BJCTA \$87,337.36 for the Transit Services for the Fiscal Year. This sum represents 1627 hours of Transit Services at a rate of \$53.68 per hour.
3. The BJCTA will invoice the City at the beginning of the Fiscal Year. The City agrees to use its best efforts to pay the BJCTA's invoice by the October 31, 2014 which occurs during the Fiscal Year. If payment is not received by the November 30, 2014 which occurs during the Fiscal Year, the City shall advise the BJCTA in writing of the reason for the delay and the expected payment date. The BJCTA's Board of Directors may grant a thirty-day extension, and, in that event a second invoice shall be sent to the City. In the event that the City does not pay one or both invoices, the BJCTA's Board of Directors may direct its staff to commence the process of canceling the Transit Services. If the Board should at any time determine to terminate the Transit Services because of nonpayment, this Agreement shall be terminated, and a written notice

December 15, 2014

ATTN: THE HONORABLE TERRY ODEN, MAYOR
City of Mountain Brook
56 Church Street
Mountain Brook, AL 35209

Dear Mayor Oden:

Enclosed you will find the transit/route service contract between Birmingham Jefferson County Transit Authority (MAX) and the City of Mountain Brook for the period of October 1, 2014 – September 30, 2015. Please sign this contract and return to me at the address below.

Thank you in advance for your time and consideration in this matter.

Sincerely,

Christy Howard - Accounting/Procurement Specialist II
Birmingham Jefferson County Transit Authority (MAX)
P.O. Box 10212
Birmingham, AL 35202

of termination shall serve as authorization for the BJCTA to cease providing Transit Services within the City as of the date that the Agreement is terminated.

4. Notice whenever required or permitted under the provisions of this Agreement shall be in writing and shall be deemed to have been given three days after the deposit of such notice in the United States Mail, via certified mail, postage prepaid, addressed:

if to BJCTA: Attn: Executive Director
Birmingham-Jefferson County Transit Authority
Post Office Box 10212
Birmingham, AL 35202-0212

and, if to City: ~~Attn: Mayor Lawrence Tompkins~~ *City Manager*
City of Mountain Brook Alabama
56 Church Street
Mountain Brook, AL 35213

5. This Agreement shall be terminated upon the conclusion of the Fiscal Year.

6. The BJCTA and the City do not intend that any benefit inure to a third party under any provision of this Agreement.

7. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected Party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, epidemic or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the Effective Date of this Agreement; (f) action by any governmental authority such as curfews or imposition of Marshall Law; (g) national or regional emergency affecting bus services; (h) strikes or labor stoppages by BJCTA's employees; (i) shortage of adequate power or telecommunication facilities; (a "Force Majeure Event"). The Party suffering a Force Majeure Event shall give written notice within thirty days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

8. In the event that the BJCTA should not provide the Transit Services throughout the entire Fiscal Year, the City shall pay a prorated amount to the BJCTA for the Transit Services provided up to the date such services cease. To the extent that the City has prepaid for such Transit Services, the BJCTA shall refund to the City the prorated amount paid by the City for Transit Services not provided by the BJCTA, or the

BJCTA may provide such Transit Services until the prepayments by the City are expended.

9. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and no modifications hereof shall be effective unless executed in writing by duly authorized personnel of the Parties hereto. All previous communications between the Parties, whether verbal or written, with reference to the subject matter hereof are null and void and are hereby superseded by this Agreement.

10. Either Party's delay in enforcing or exercising or failure to enforce or exercise any provision of this Agreement or rights existing hereunder shall not in any way be construed as or constitute a waiver of any such provision or right, or prevent that Party thereafter from enforcing each and every other provision or right of this Agreement. Any express waiver of any obligation by either Party in any one instance shall not limit or waiver in any other instance.

11. All provisions, terms and conditions of this Agreement shall be deemed to be severable in nature. If, for any reason, the provisions contained herein are held to be to any extent invalid or contrary to the Constitution of the State of Alabama or any statute or applicable law, then to the extent that such provisions are, or shall be, valid and enforceable under applicable law, then this Agreement shall be construed and interpreted to provide for maximum enforceability under applicable law.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by persons duly authorized as the date first written above.

BIRMINGHAM-JEFFERSON
COUNTY TRANSIT AUTHORITY

By: *[Signature]*
Executive Director

ATTEST:

[Signature]
City Clerk

CITY OF *MOUNTAIN BROOK*
ALABAMA

By: *[Signature]*
Mayor

FOR INFORMATION CALL 521-0101
OR VISIT OUR WEBSITE WWW.BIRMINGHAM

max
50
CHEROKEE
BEND
Effective January 5, 2014
Locations Served:

Downtown Birmingham
UAB
Kirklia Clinic
Downtown Mountain Brook
Mtn. Brook Country Club
Hwy 280

EXHIBIT A
Routes and Schedules for Transit Services Provided in the City

How to read this Bus Schedule

- ⇒ To follow a bus trip you read across the page.
- ⇒ Left to right.
- ⇒ Times are given at certain points along the bus route called time points.
- ⇒ If your departure or arrival point is between one of the time points, estimate the time the bus will be at your stop.
- ⇒ Depending on which direction you wish to travel find that time point under Inbound or Outbound. Inbound means the bus is traveling to downtown Birmingham. Outbound means the bus is traveling away from downtown.
- ⇒ When dash lines appear under a time point, it means the bus will not stop at that particular trip.
- ⇒ Be at the bus stop a few minutes early to allow for errors in estimating.
- ⇒ All times listed may vary with weather and traffic conditions.

MAX will not provide service on the following holidays:
New Year's Day
4th of July
Labor Day
Thanksgiving Day
Christmas Day

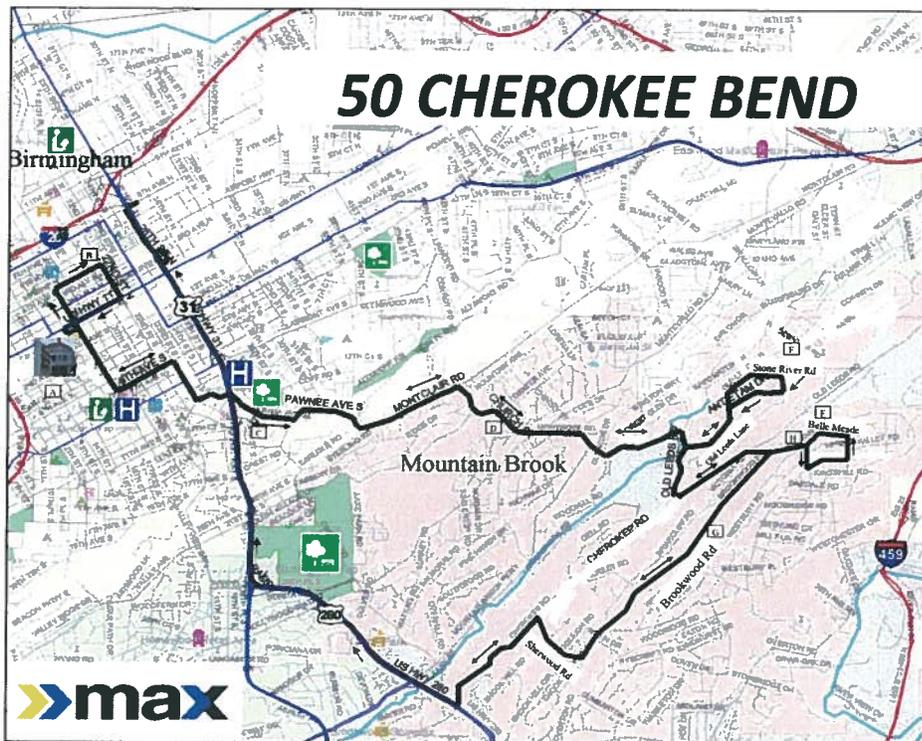
MAX will operate the "Saturday" schedule on the following days:
Memorial Day
Martin Luther King, Jr. Day
Veteran's Day

PUBLIC PERFORMANCE DEPARTMENT 2013-2014
Inbound Hours: 6:00 am - 9:00 pm, Monday-Sunday
Outbound Hours: 6:00 am - 9:00 pm, Monday-Sunday
Lobby Hours: 6:00 am - 9:00 pm, Monday-Sunday

PM times are in bold.

WEEKDAY INBOUND	
2:48	Brookwood & Westbury D
2:51	Crosahill Rd & Rockhill Rd H
3:00	Old Leeds Ln & Stoneriver E
3:23	Church & Euclid D
3:30	Highland Ave & 28th St C
3:46	Central Station A

WEEKDAY OUTBOUND	
8:05	Central Station A
8:08	5th Ave N & 19th St N B
8:15	Highland Ave & 28th St C
8:20	Church & Euclid D
8:30	Old Leeds Ln & Stoneriver E
8:55	Belle Meade & Rockhill F



FARES & PASSES	
Drivers do not carry change. Please have exact fare or a pass.	
Adult (one way)	1.25
Children 0-5	FREE
Children 6-11	.80
Seniors 62 and over and valid Medicare card holders	.60
DART Service (Seniors)	.25
DART Service (Seniors)	.10
All Day Pass	3.00
Two Hour Pass	1.50
Half Fare Pass (Seniors, students, disabled)	1.50
Student 1st through 12th grades [w/ ID card]	.80
Adult Monthly Pass	44.00
Student Monthly Pass (Sept-May)	25.00
Student Monthly Summer Pass (June-Aug)	12.00
Access Pass Monthly (Medicare or Seniors 62 or Older)	21.00
U-Pass Monthly (College Students with ID)	36.00
Senior citizens that are 62+, persons with disabilities, and Medicare card holders ride for half fare	
Please observe these regulations while on the bus:	
<ul style="list-style-type: none"> ◆ Please let others exit before boarding ◆ Front seats are reserved for the elderly & disabled ◆ Never extend arms or other objects out of window. ◆ Use handrails and remain seated while the bus is in motion. ◆ Eating and smoking are not allowed. ◆ Radios with listening devices (earplugs, headphones) are allowed ◆ Foul, obscene language and disruptive behavior will not be tolerated 	

APPENDIX 5

WEEKDAY OUTBOUND					
A	B	C	D	E	F
Central Station	5th Ave N & 18th St N	Highland Ave & 28th St	Church & Euclid	Overcrest & Cherokee	Stoneridge & Overton
7:53	7:56	8:11	8:21	8:41	9:05

WEEKDAY INBOUND					
F	E	D	C	B	A
Stoneridge & Overton	Overcrest & Cherokee	Euclid & Montevallo	Church & Euclid	Highland Ave & 28th St	Central Station
2:40	2:56	3:08	3:12	3:23	3:30

PM times are in bold.

How to read this Bus Schedule

- ⇒ To follow a bus trip you read across the page, left to right.
- ⇒ Times are given at certain points along the bus route called time points.
- ⇒ If your departure or arrival point is between one of the time points, estimate the time the bus will be at your stop.
- ⇒ Depending on which direction you wish to travel, find that time point under Inbound or Outbound. Inbound means the bus is traveling to downtown Birmingham. Outbound means the bus is traveling away from downtown.
- ⇒ When dash lines appear under a time point, it means the bus will not stop on that particular trip.
- ⇒ Be at the bus stop a few minutes early to allow for errors in estimating.

All times listed may vary with weather and traffic conditions.

MAX will not provide service on the following holidays:

- New Year's Day
- 4th of July
- Labor Day
- Thanksgiving Day
- Christmas Day

MAX will operate the "Saturday" schedule on the following days:

- Martin Luther King, Jr. Day
- Memorial Day
- Veteran's Day

PUBLIC INFORMATION DEPARTMENT (205) 521-0101
Information Hours: 6:00 am - 9:00 pm, Monday-Saturday
Lobby Hours: 6:00 am - 9:00 pm, Monday-Saturday



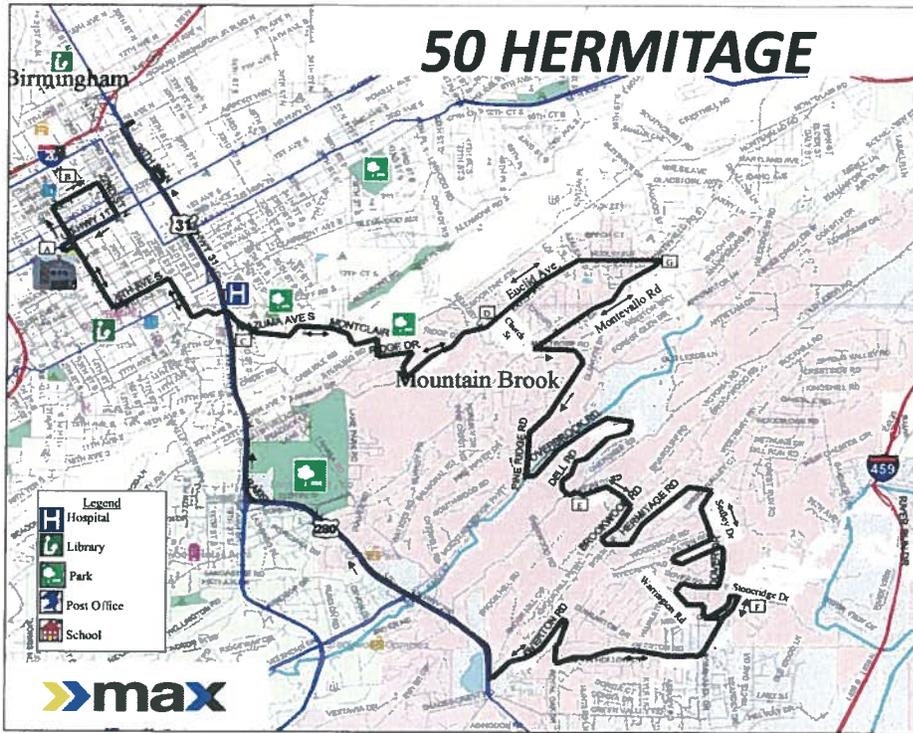
50 HERMITAGE

Effective January 5, 2014

Locations Served:

- Downtown Birmingham
- UAB
- Kirklin Clinic
- Erskine Ramsey Park
- Downtown Mountain Brook
- Publix
- Hwy 280

FOR INFORMATION CALL: 521-0101
OR VISIT OUR WEBSITE: www.bmax.org



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APPENDIX 5

WEEKDAY OUTBOUND							
A	B	C	D	E	F	G	H
Central Station	5th Ave N & 19th St	English Village	Min. Brook Cahaba & Montevallo	Overhill & Canterbury	Overton & Lockley	Caldwell Mill Road	Overton & Hwy 280
8:07	8:10	8:31	8:34	8:38	8:55	9:06	9:16

WEEKDAY INBOUND							
A	B	C	D	E	F	G	H
Central Station	5th Ave N & 19th St	Caldwell Mill Road	Green Valley & Royal Oaks	Overton & Lockley	Overhill & Canterbury	Min. Brook Cahaba & Montevallo	English Village
2:27	2:30	2:50	2:54	3:02	3:17	3:22	3:25
							Central Station
							3:57

PM times are in bold.

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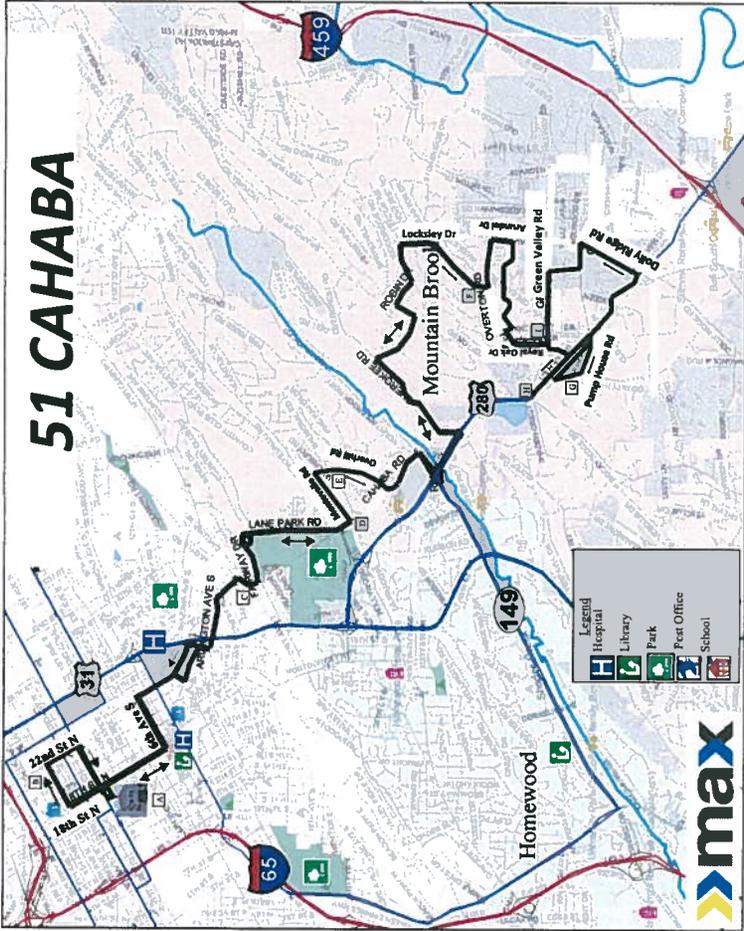
51 CAHABA

Effective January 5, 2014

Locations Served:

- Downtown Birmingham
- UAB
- Kirklin Clinic
- Birmingham Botanical Gardens
- Birmingham Zoo
- Downtown Mtn. Brook
- Whole Foods Market
- Hwy 280
- English Village

FOR INFORMATION CALL: 521-0101
 OR VISIT OUR WEBSITE: www.bjcta.org



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BIRMINGHAM - JEFFERSON COUNTY TRANSIT AUTHORITY
 P. O. BOX 10212
 (205-521-0149)
 BIRMINGHAM AL 35202-

Invoice

10/1/2014
 Invoice #
 00000013151

357
 BHI To: CITY OF MOUNTAIN BROOK
 58 CHURCH STREET
 MOUNTAIN BROOK AL 35213-

FY 2015 TRANSIT SERVICE OCTOBER 1, 2014 - SEPTEMBER 30, 2015 Terms: Net 30 Page 1

Line	Item #	Description	Quantity	U/M	Unit Price	Extended Price
1	2000	ROUTE SERVICE FY16 TRANSIT SERVICES October 1, 2014 - September 30, 2015	1,627.00	HR	\$53.66	\$87,337.36
SubTotal:						\$87,337.36
Invoice Total:						\$87,337.36

Please remit to the above address.

Prepared by:
Whit Colvin
Bishop, Colvin, Johnson & Kask, LLC
1910 1st Avenue North
Birmingham, AL 35203

STATE OF ALABAMA)
JEFFERSON COUNTY)

**GRANT OF ACKNOWLEDGMENT, RELEASE,
AND INDEMNIFICATION INSTRUMENT**

RE: 405 Club Place, Mountain Brook, Alabama

This Grant of Acknowledgment, Release, and Indemnification Instrument is made by Susan B. Ritter ("Owner") in favor of the City of Mountain Brook, Alabama, a municipal corporation (the "City").

WHEREAS, the Owner owns property that is located at 405 Club Place, Mountain Brook, Alabama 35223, more particularly described as follows:

Unit 6, 2nd Amendment to Club Place, as recorded in Map Book 211, Page 63 in the Office of the Judge of Probate, Jefferson County, Alabama

(hereinafter, the "Property"); and

WHEREAS, the Owner applied for and received a building permit from the City to construct a residence located on the Property (the "Project"); and

WHEREAS, during the construction process, Owner was required to install a complex waterproofing system to mitigate the effects of an underground stream on the Property; and

WHEREAS, the Project further includes a basement to house mechanical equipment and a wine storage area; and

1 of 4

WHEREAS, Section R310.1 of the 2012 International Residential Code (the "Code") includes emergency escape and rescue opening requirements for basements and the Project does not comply with said code section; and

WHEREAS, Owner has asserted that strict compliance with Section R310.1 of the Code would compromise the integrity of the waterproofing system for the basement, is not practicable given the site configuration, and would be cost prohibitive; and

WHEREAS, the Owner has requested that the City approve its Final Inspection and issue a certificate of occupancy at the appropriate time and in accordance with ordinary practice notwithstanding the code-compliance issues based, in part, on Owner's agreement that the basement shall not contain any habitable area and that it may only be used to house mechanical equipment and for wine storage; and

WHEREAS, R104.10 of the Code allows for modification to code requirements upon a finding that the strict application of the Code is impractical and the proposed modification complies with the intent and purpose of the Code, without compromising health, life and safety requirements; and

WHEREAS, the building official agrees that, due to the site conditions, such practical difficulties are present and that modification to the Code will be permitted under the express condition that the basement may only be utilized to house mechanical equipment and for storage of wine or other perishable goods, but that in no instance shall it be utilized as habitable space; and

WHEREAS, the City has agreed not to withhold issuance of a Certificate of Occupancy based solely on the failure to comply with R310.1 if the Owner acknowledges and agrees to each of

2 of 4

the below enumerated understandings by executing and recording this instrument in the real property records for the Probate Court of Jefferson County, Alabama.

NOW, THEREFORE, for and in consideration of the above premises and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Owner acknowledges and agrees as follows:

1. The basement of the residence constructed on the Property shall only be utilized to house mechanical equipment, for the storage of wine or other like perishable goods, and for access thereto provided, however, that the basement shall under no circumstances be used, occupied or improved as habitable space.

2. Owner, on behalf of herself and her successors-in-title and assigns, hereby forever releases, exonerates, and discharges the City, and its officials, employees, agents, and representatives (the "Released Parties") in their official and individual capacities from any and every claim, action, suit, demand, judgment, cost, fee, expense, or liability of any kind or character whatsoever arising out of or relating to violations of the Code or the City's approval of and issuance of a certificate of occupancy for the Project.

3. Owner, on behalf of herself and her successors-in-title and assigns, further agrees to indemnify, defend and hold harmless the Released Parties from, against, and with respect to any and every claim, action, suit, demand, judgment, cost, fee, expense (including, but not limited to, reasonable attorneys' fees or court costs) or liability of any kind or character that may be asserted, imposed or made by the Owner, her successors-in-title or assigns, any guests, lessees, or occupants of the residence on the Property or by any other person or entity as a result of or by reason of any claimed breach of legal duty arising out of or relating to violation of the Code.

3 of 4

4. Owner specifically acknowledges and agrees that the City has no legal obligation to issue its approval and a certificate of occupancy upon final inspection for the Project because the plans and intended work do not strictly comply with Section R.310.1 of the Code and, further, that any such approval is premised and conditioned on the express covenant that the basement shall be only used to house mechanical equipment and for storage of wine or other like perishable goods but under no circumstances shall it be utilized or occupied as habitable space.

5. Owner specifically acknowledges and agrees that, R.310.1 is the only section of the Code being modified hereby and that all other applicable Code provisions shall continue to apply with full force and effect.

6. This Grant of Acknowledgment, Release, and Indemnification Instrument shall be recorded in the probate records of Jefferson County, Alabama, and shall be deemed to be a covenant and obligation of Owner that runs with the land.

IN WITNESS WHEREOF, the Owner has caused this instrument to be executed on this the ____ day of _____, 2015.

STATE OF ALABAMA)
JEFFERSON COUNTY)

Susan B. Ritter

I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that Susan B. Ritter whose name is signed to the foregoing instrument and who is known to me, acknowledged before me that, being informed of its contents, she executed the same voluntarily, on the day the same bears date.

Given under my hand and official seal on this the ____ day of _____, 2015.

Notary Public

4 of 4

APPENDIX 6