

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
DECEMBER 14, 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 14th day of December, 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 Carl Johnson, City Manager Sam Gaston, and City Clerk Steven Boone.

1. AGENDA

1. Introduce John Doody, Jr., new Finance Committee member.
2. Proposal from Sain Associates for the design of the Overbrook Road turn lane extension – Alicia Bailey of Sain Associates. (Resolution No. 2015-194 was added to the formal meeting agenda.)
3. Request for 4-hour parking for the parking spaces in front of the Scout Hut at 55 Vine Street-Sam Gaston and Dana Hazen. (Ordinance No. 1947 was added to the formal meeting agenda.)
4. 2015 audit engagement letter (Motion No. 2015-193 was added to the formal meeting agenda.)
5. Designate City Clerk as City's authorized representative to recover unclaimed property held by the State of Alabama (Resolution No. 2015-195 was added to the formal meeting agenda.)
6. Mr. Boone reported that he received a verbal request from Gloria Clemmensen of 3717 Forest Run Road for the City to remove four (4) pine trees in the triangle at the intersection of Westbury Place and Forest Run Road and a dying tree in right of way between 3715 and 3713 Forest Run Road. (The members of Council asked that Mr. Boone communicate to the neighbors [through Ms. Clemmensen] the requested tree removal to determine whether there are any objections and report back to the City at a later date.)

2. EXECUTIVE SESSION AND ADJOURNMENT

There being no further matters for discussion, it was moved by Council President Smith that the City Council convene in executive session to discuss a matter involving a real estate negotiation. The motion was seconded by Council President Pro Tempore Pritchard. 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 City Hall Council Chamber (Room A108) upon conclusion of the executive session.

3. CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct synopsis of the discussion from the meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Pre-Council Room (A106) on December 14, 2015, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that no formal action or votes were conducted at said meeting.

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

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA
DECEMBER 14, 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 14th day of December, 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 Carl Johnson, City Manager Sam Gaston, and City Clerk Steven Boone.

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

1. CONSENT AGENDA

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

Approval of the minutes of the November 23, 2015 regular meeting of the City Council.

2015-184	Expression gratitude to John A. Lyon, Jr. for his service on the Finance Committee (Council member Shelton read the resolution aloud and presented same to Mr. Lyon who was in attendance with his spouse)	Exhibit 1
2015-186	Authorize and ratify the fiscal 2015 transfers from the General Fund to [two] Capital Projects Funds	Exhibit 2
2015-187	Appoint Patrick Higginbotham to the Board of Zoning Adjustment, to serve without compensation, his term to end December 31, 2018	Exhibit 3
2015-188	Authorize certain property surplus and authorizing its sale at public Internet auction	Exhibit 4, Appendix 1
2015-189	Authorize the installation of a street light on South Brookwood Road at South Brookwood Lane	Exhibit 5, Appendix 2
2015-190	Authorize the installation of a street light at 4431 Briar Glen Drive	Exhibit 6, Appendix 3

2015-191	Require employees who have declined medical coverage through the City's group plan to immediately notify the City and to enroll in the City's group medical plan should their outside medical coverage terminate for any reason and inform employees of their financial responsibility for any retroactive medical premiums resulting from the loss of their outside medical coverage	Exhibit 7, Appendix 4
2015-192	Award the [sole] bid to move second floor library shelving to facilitate the installation of carpet presented to Florida Library Designs, Inc. and authorize the issuance of a purchase order and execution any other documents determined to be necessary with respect to said shelving relocation and replacement project	Exhibit 8, Appendix 5
2015-193 Motion	Authorize the execution of the 2015 audit engagement letter (Carr, Riggs & Ingram, LLC)	Appendix 6
2015-194	Accept the professional services proposal submitted by Sain Associates, with respect to the design of a right turn lane extension on Overbrook Road at Montevallo Road and authorize the issuance of purchase order and execution such other documents that may be determined necessary with respect to said project	Exhibit 9, Appendix 7
2015-195	Designate the City Clerk to act on behalf of the City with respect to the recovery of unclaimed property retained by the State of Alabama	Exhibit 10, Appendix 8

Thereupon, the foregoing minutes, motion, and resolutions were introduced by Council President Smith and their immediate adoption was moved by Council member Womack. The minutes, motion, and resolutions were then considered by the City Council. Council member Carl seconded the motion to adopt the foregoing minutes, motion, 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 Council minutes, motion (No. 2015-193), and resolutions (Nos. 2015-184, 186 through 192, 194, and 195) are adopted by a vote of 5—0 and as evidence thereof she signed the same.

2. CONSIDERATION: RESOLUTION (NO. 2015-185) AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY AND ALL IN MOUNTAIN BROOK TO PROMOTE PUBLIC HEALTH, SAFETY, MORALS, PROSPERITY, CONTENTMENT AND THE GENERAL WELFARE OF THE COMMUNITY (APPENDIX 9)

The resolution was introduced in writing by Council President Smith who then invited a representative from All in Mountain Brook forward to explain their request.

Jack Young and Leigh Ann Sisson explained the programs and plans for All in Mountain Brook and presented their proposed agreement for the Council's consideration. This 2016 request of \$5,000 (1/2 of the amount requested last year) will be used for the freshmen and sophomore alcohol curriculum (\$4,000) and to facilitate the School Board's drug testing initiative (\$1,000). The request may revert back to \$10,000 for 2017

depending on needs. Participant surveys and program measures and assessments have been implemented as suggested by the City Council last year.

There being no further comments or questions, Council President Pro Tempore Pritchard made a motion that the Council authorizes the execution of the proposed service agreement. The motion was seconded by Council President Smith. 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 Resolution No. 2015-185) is adopted by a vote of 5—0 and as evidence thereof she signed the same.

3. CONSIDERATION: ORDINANCE (NO. 1946) ANNEXING AN UNDEVELOPED PARCEL (23-00-25-4-000-003.000) LOCATED AT 5313 OLD LEEDS ROAD, 35210 CONDITIONED UPON THE OWNERS' EXECUTION AND RECORDING OF THE CITY'S STANDARD FORM PROTECTIVE [DEVELOPMENT] COVENANTS (DENA F. BOWDEN AND SHIRLEY B. FORTENBERRY) (EXHIBIT 11, APPENDIX 10)

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

Mary O'Neill, representing the applicant, presented the application. The applicant plans to sell the lot which will be subject to the covenants stipulated by the City Council and offered to answer any questions.

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

The Council President Smith 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 President Pro Tempore Pritchard. Thereupon, Council President Smith called for vote with the following results:

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

Nays: None

The Council President Smith declared that the said ordinance (No. 1946) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

4. CONSIDERATION: ORDINANCE (NO. 1947) ESTABLISHING 4-HOUR TIME RESTRICTIONS FOR TEN (10) ON-STREET PUBLIC PARKING SPACES LOCATED AT 55 VINE STREET (EXHIBIT 12, APPENDIX 11)

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

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

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

Nays: None

The Council President Smith 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 Carl. Thereupon, Council President Smith called for vote with the following results:

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

Nays: None

The Council President Smith declared that the said ordinance (No. 1947) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

5. CONSIDERATION OF A PUBLIC ASSEMBLY PERMIT FOR 3620 RIDGEVIEW DRIVE FOR AN OPEN HOUSE TO BENEFIT OPEN HANDS OVERFLOWING HEARTS FROM JANUARY 16, 2016—FEBRUARY 7, 2016 (APPENDIX 12)

The application was introduced in writing by Council President Smith who then invited the applicant forward to introduce and describe the proposed event.

Chris Reebals (owner and architect):

- The application has been reduced from an approximately 25-day event [as considered on November 23, 2015, Minute Book 87, pgs. 672–676] to a 14-day event
- The event is planned daily on each Thursday through Sunday during the period January 16 through February 7, 2016
- The house will be open for tours from 10 a.m. until 4 p.m. on weekdays, and 11 a.m. until 6 p.m. on weekends

- In addition, there will be an evening open house/reception on January 15, 2016
- There will be no parking at the site for attendees and all workers will park on site in the driveway (visitors will be shuttled to and from the house)
- Security cameras will be installed over the duration of the event
- If allowed by residents, ropes and “no parking” signs will be used along the roadway
- Temporary lighting will be used for safety
- If approved, all social media announcements will be updated to reflect whatever conditions are approved
- Contact telephone numbers have been distributed to facilitate communications in the event issues arise during the event
- The 14-day duration is requested due to the cost and logistics of vendors setting up/furnishing the 6,600 square foot home

Bruce Steele of 3605 Ridgeview Drive West:

- A petition (Appendix 13, Minute Book 87, page 752) with signature representing 17 households was given to the members of the City Council who oppose the event
- See Appendix 13 for other comments and requests

Dick Shea [of Morris-Shea Bridge Company]:

- Was not requested to sign the aforementioned petition
- Lives closer to the house than many of his neighbors
- Has found the owner/architect to be very responsive to calls and concerns raised during the construction of the house
- Admonished opponents as being wrong and selfish to oppose this charity event
- Has agreed to make up whatever financial shortfall occurs between the actual fundraising and the \$200,000 goal

Claire Goodhew of 316 Cross Ridge Road:

- Believes the fundraising event should proceed subject to the stipulations outlined in the application

Coke Matthews of 215 Cross Ridge Road:

- Is not ashamed and offers no apology for seeking a compressed duration, reduced hours of operation (a less obtrusive event), and security on-site during the event
- Is supportive of the revised schedule and conditions as outlined in the application

Mr. Gaston:

- During the meeting with affected residents, the event was contemplated to run from January 16 through January 31 (a 10-day event) and the Council can adjust the requested 14-day event should it so desire

Wimbley Miree of 208 Cross Ridge Road:

- Feels that a 10-day event is adequate to achieve the desired fundraising goal

Council member Alice Womack:

- Proposed that the City Council consider modifying the application to limit the event from January 16 through January 31 (a 10-day event) along with the other expressed conditions

Council President Pro Tempore Pritchard:

- Restated his [November 23] opinion that the event should be limited to 3-days due to health, safety, and welfare concerns of the affected residents

Council member Shelton:

- Recognizes that the location is the basic problem with this event but thinks that the applicant has gone to great lengths to take the residents' concern into consideration and has made appropriate concessions

- Believes Ms. Womack's suggestion is appropriate

Council member Carl and Mayor Oden each expressed their agreement with Mr. Pritchard's 3-day recommendation.

There being no further comments or discussion, Council member Womack made a motion that the application be approved subject to its modification to limit the event from January 16 through January 31, 2016 (10-days) [and an open house event on January 15, 2016] along with the other conditions stipulated in the application and reminded Mr. Reebals that the permit can be revoked if the conditions outlined in the application are not strictly followed. Council President Smith seconded the motion. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia C. Smith, Council President
Lloyd C. Shelton
Alice B. Womack

Nays: William S. Pritchard, III, Council President Pro Tempore
Jack D. Carl

The Council President Smith declared that the said [modified] application (No. 2015-196) is hereby adopted by a vote of 3-2.

6. 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 11, 2016 at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213. Please visit the City's web site (www.mtnbrook.org) for more information.

7. ADJOURNMENT

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

8. CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the regular meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Council Chamber (Room A108) on December 14, 2015, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that a quorum was present.

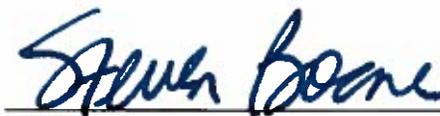

City Clerk

EXHIBIT 1

RESOLUTION NO. 2015-184

WHEREAS, John A. Lyon, Jr. served on the City of Mountain Brook, Alabama Finance Committee from December 13, 1999 until October 31, 2015; and

WHEREAS, John A. Lyon, Jr. devoted considerable time and effort meeting with City department managers and studying the City's operations in preparation of the annual Finance Committee budget work sessions; and

WHEREAS, John A. Lyon, Jr. work experience and knowledge of the financial management proved to be very useful in the Finance Committee's deliberations; and

WHEREAS, John A. Lyon, Jr. regularly challenged City leadership to remain vigilant with respect to the defined benefit pension plan and to aggressively seek other more viable alternatives to ensure the long-term financial stability of the City government;

NOW, THEREFORE, BE IT RESOLVED that the City Council and Mayor, on behalf of the residents of Mountain Brook, do publicly thank John A. Lyon, Jr. for his many years of insightful service to the City and wish him well in future endeavors.

EXHIBIT 2

RESOLUTION NO. 2015-186

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes and ratifies the following fiscal 2015 [cash and surplus] intrafund transfers:

Ledger	Description	Adopted Budget	Actual	Over (Under) Budget
1001166941	Transfers-Capital	\$ 693,749 CR		
	Resolution No. 2015-140		\$ 75,000 DR	
	Resolution No. 2015-186		270,000 DR	\$1,038,749
1001166917	Transfers-Capital	2,128,942 DR	2,128,942 DR	
	Resolution No. 2015-186		200,000 DR	200,000
44134084810	Transfers-General Fund	693,749 DR		
	Resolution No. 2015-140		75,000 CR	
	Resolution No. 2015-186		270,000 CR	1,038,749
41734084810	Transfers-General Fund	2,128,942 CR	2,128,942 CR	
	Resolution No. 2015-186		200,000 CR	200,000

EXHIBIT 3

RESOLUTION NO. 2015-187

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Patrick Higginbotham is hereby reappointed to the Board of Zoning Adjustment, to serve without compensation, his term to end December 31, 2018.

EXHIBIT 4

RESOLUTION NO. 2015-188

WHEREAS, the City of Mountain Brook, Alabama, has certain items of personal property which are no longer needed for public or municipal purposes; and

WHEREAS, Section 11-43-56 of the Alabama Code of 1975 authorizes the municipal governing body to dispose of unneeded personal property.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mountain Brook, as follows: It is hereby declares that the following property owned by the City of Mountain Brook, Alabama is not needed for public or municipal purposes and is hereby declared surplus property:

Item	Asset	Description	Notes
1	5430, 5416, 5418	30 wooden garbage cans	Parks & Recreation
2	5417, 13000, 13001, 13002, 13003, 13004, 13005, 13006, 13011, 13668	Totlot play equipment (to be disassembled by staff and components discarded for safety and liability concerns)	Parks & Recreation

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Manager is hereby authorized and directed to sell said property by way of public Internet auction to the highest bidder and to otherwise dispose of such property that does not sell at said public auction.

APPENDIX 1

EXHIBIT 5

RESOLUTION NO. 2015-189

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

- (a) That the Alabama Power Company be requested to install a 150 W HPS Cobra street light on a new (secondary) 30 foot pole on South Brookwood Road at its intersection with South Brookwood Lane (see attached map/ illustration - Exhibit A).
- (b) That the City Clerk be directed to furnish the Alabama Power Company a certified copy of this resolution.

APPENDIX 2

EXHIBIT 6

RESOLUTION NO. 2015-190

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

1. That the Alabama Power Company be requested to install a 150 W HPS Cobra street light on a new (secondary) 30 foot pole at 4431 Briarglen Drive (see attached map/ illustration - Exhibit A).
2. That the City Clerk be directed to furnish the Alabama Power Company a certified copy of this resolution.

APPENDIX 3

EXHIBIT 7

RESOLUTION NO. 2015-191

WHEREAS the City of Mountain Brook offers its full-time employees a comprehensive benefits program including medical insurance coverage; and

WHEREAS employees may elect to decline medical coverage for themselves or their dependents in consideration of a taxable “opt out incentive” payable monthly by the City (Resolution No. 99-134) conditioned upon the employee’s documentation of other, outside medical coverage for those individuals for whom City medical coverage is declined; and

WHEREAS the “Eligibility and Enrollment Rules” (Sec. V.A. copy attached) of the State Employees’ Insurance Board (SEIB) expressly states that the employee and City are responsible for uncollected medical premiums retroactive to the date such other, outside medical coverage terminates for all individuals for whom City medical coverage was declined and that failure to pay such retroactive premiums subjects the City to the risk of cancellation of the group contract by SEIB; now therefore,

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby requires that all employees who elect to decline medical coverage for themselves or dependents must provide documentation annually to the City’s designated benefits manager of outside medical coverage for all individuals for whom City medical coverage is declined as a condition of receiving the “opt out incentive” and that once such opt out incentive is terminated it shall not be reinstated.

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that if such other, outside medical coverage is terminated for any reason, it is the employee’s responsibility to immediately report such terminated medical coverage to the City and to immediately enroll in the City’s group medical insurance plan.

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, should an employee fail to immediately notify and enroll in the City’s group medical plan upon termination of other, outside medical coverage, the employee shall be financially responsible for 100% any retroactive premiums assessed against the City by SEIB retroactive to the date such other, outside medical coverage terminated.

APPENDIX 4

EXHIBIT 8

RESOLUTION NO. 2015-192

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the [sole] bid to move second floor library shelving to facilitate the installation of carpet presented by Florida Library Designs, Inc. is hereby accepted.

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Manager of the City is hereby authorized and directed to issue a purchase order and to execute any other documents determined to be necessary with respect to said shelving relocation and replacement project.

APPENDIX 5

EXHIBIT 9

RESOLUTION NO. 2015-194

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby accepts the professional services proposal submitted by Sain Associates, in the form as attached hereto as Exhibit A, with respect to the design of a right turn lane extension on Overbrook Road at Montevallo Road.

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 7

EXHIBIT 10

RESOLUTION NO. 2015-195

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that Steven Boone, City Clerk, of the City of Mountain Brook, Alabama is hereby designated to act on behalf of the City with respect to unclaimed property retained by the State of Alabama including but not limited to the following claims:

Property ID/ Holder	Addressee	Property Type/Payor	Reported Year
2871318/34318	City of Mountain Brook 3579 East Street Birmingham, AL 35243	Credit Balance TYCO Integrated Security, LLC	2006
4445741/8586	City of Mountain Brook c/o Jane Moore (Retired) Mountain Brook, AL 35213	Premium Refund American Family Life Insurance Co	2011
5508654/56593	City of Mountain Brook P. O. Box 130009 Mountain Brook, AL 35213	Accounts Payable Probuild Company, LLC	2013

APPENDIX 8

EXHIBIT 11

ORDINANCE NO. 1946

**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**

WHEREAS, the City Council of the City of Mountain Brook, Alabama, does hereby determine that the matters set forth in that certain petition of **Dena F. Bowden and Shirley B. Fortenberry, as the Heir under the Will of J. Gary Fortenberry** wherein the owners of the property described therein and hereinafter described in this Ordinance, requested that said property 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 where such alteration is conditioned upon the owners' execution and recording of protective covenants in the form as attached here to as Exhibit "B-1".

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.

APPENDIX 10

EXHIBIT 12

ORDINANCE NO. 1947

AN ORDINANCE ESTABLISHING TIME RESTRICTIONS FOR TEN (10) ON-STREET PUBLIC PARKING SPACES LOCATED AT 55 VINE STREET

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

Section 1. Ten (10) parking spaces located on the northern side of Vine Street (along the southern side of the property) located at 55 Vine Street are hereby restricted to four (4) hour parking, Monday through Friday between the hours of 8 a.m. and 5 p.m. when there is standing at said parking space(s) 4-hour restricted parking signs.

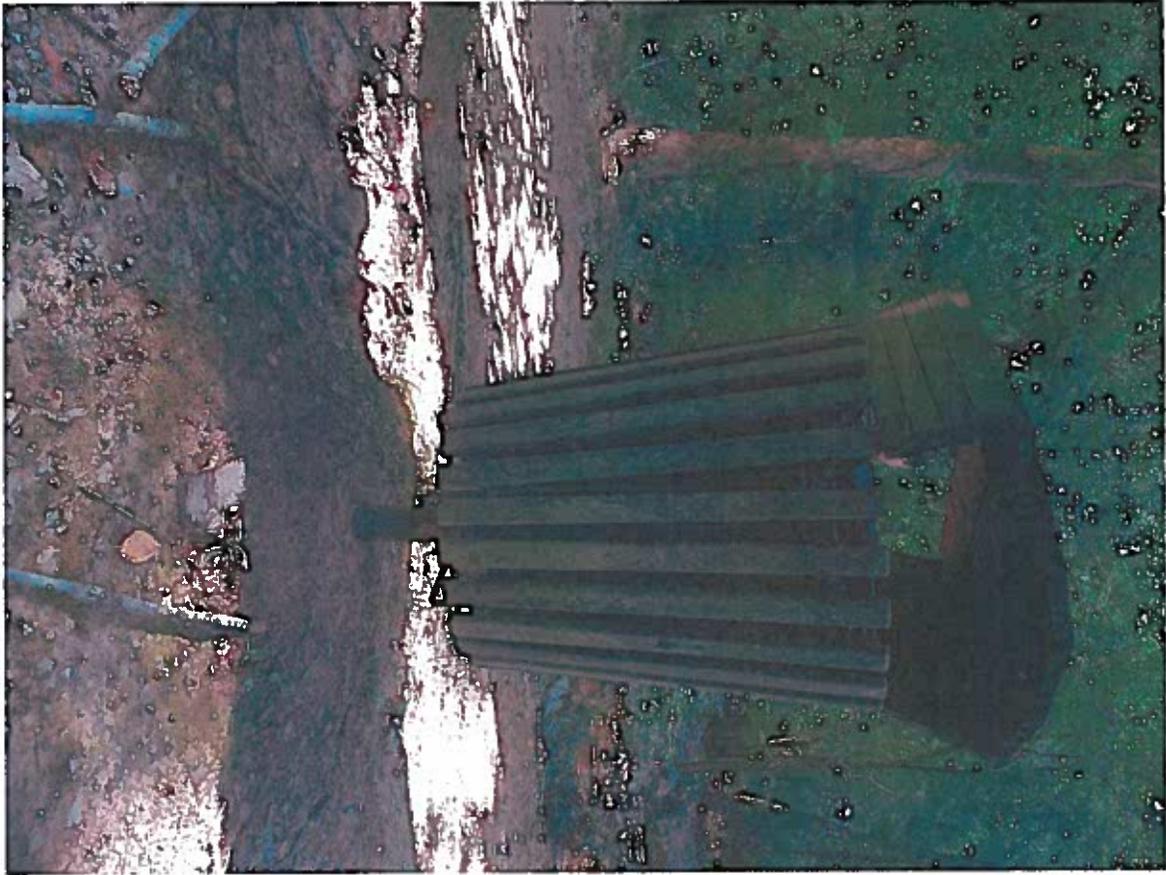
Section 2. Any person violating the provisions of Section 1 of this ordinance shall, upon conviction thereof, be punished within the limits and as provided by Section 50-107 of the Code of the City of Mountain Brook.

Section 3. **Repealer.** All ordinances or parts of ordinances heretofore adopted by the City Council of the City of Mountain Brook, Alabama, that are inconsistent with the provisions of this ordinance are hereby expressly repealed.

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.

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

APPENDIX 11



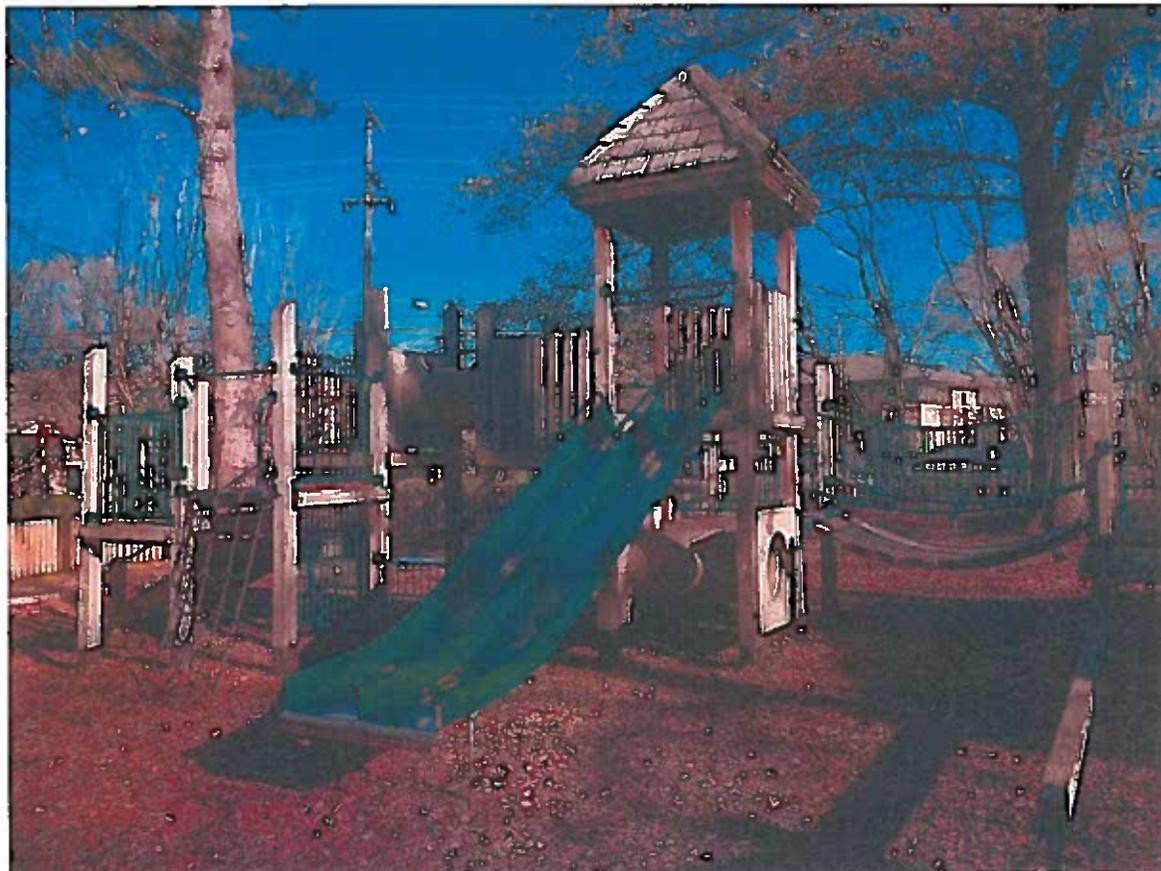
2015-188

APPENDIX 1





APPENDIX 1





Alabama Power

Street Lighting Modifications

Request Power Company _____ Alabama

Customer _____ Alabama

This is to be done **CITY** **Special** **Commuter** City of Mountain Brook, Alabama

on the 14th day of December 2015, adopted resolution which appear in the minutes of said meeting, authorizing the following type of lighting modifications:

Plant Inventory				Size Lamp (Lumen)	Location
Request	Approved	Installed	Removed		
1				150W	HPS Cobrahead on new (secondary) 30' pole on S. Brookwood Rd at S. Brookwood Ln.

The requested modifications will change the present billing amounts as shown below:

(a) **Additions** See attached _____ \$ _____

(b) **Removals** See attached _____ \$ _____

(c) **Other** _____ \$ _____

(d) **Net Change in Annual Billing** _____ \$ _____

(e) **Previous Annual Billing** _____ \$ _____

(f) **New Annual Billing** _____ \$ _____

(g) **New Monthly Billing** _____ \$ _____

Per Company Use Only
 Alabama Power Company
 Approved _____ by _____
 Title _____

ALABAMA POWER CO. 02/30/2005 09:07 2002261790

EXHIBIT A

2015-189

Map Center 1722940 • 12155972

ALABAMA POWER

Distribution System

125 feet

Created 11/30/2015

Used 01/02/2015

SKETCH OF PROPOSED WORK—SIMPLIFIED W. E.

City of Mountain Brook

Alabama Power

100 Transformer Loading

APPENDIX 2

2015-191

V. ELIGIBILITY AND ENROLLMENT RULES

A. Minimum Employee Participation

All current and future eligible active employees, and elected officials if covered by the unit, must be enrolled in the LGHIP unless proof of other group insurance is provided. All employees who decline coverage must sign a "Declination of Coverage" form (LG04) and submit acceptable proof of other group coverage.

✓ All eligible employees must be enrolled at all times during their employment with the unit except for any time(s) that the employee is covered by other group coverage. If an eligible employee is covered by other group coverage, that employee must provide a "Declination of Coverage" form to the LGHIB with proof of other group coverage. If an employee has declined coverage in the LGHIP and later loses their other group coverage, that eligible employee must immediately notify the LGHIB and enroll in the LGHIP. If the eligible employee does not notify the LGHIB and does not enroll in the LGHIP, both the eligible employee and the unit will be liable and will be back-billed to the date the eligible employee should have been enrolled. If the premiums for the back-billing are not paid, the unit may be cancelled from participation in the LGHIP.

If the unit elects to provide insurance coverage for its retirees, such coverage must be offered to all current and future retirees. The LGHIB may periodically require and verify an employment census.

B. Eligible Participants

1. Employee - a permanent active full-time employee in a bona fide employer-employee relationship, working 30 hours (minimum) per week, who is not on layoff or leave of absence. Temporary, part-time, seasonal, intermittent, emergency, and contract employees are not eligible for coverage. Note: Employees classified as "part-time" by a unit must average less than 30 hours of service per week.

Affordable Care Act Exception: Under the Affordable Care Act (ACA), an employee otherwise ineligible for coverage under the LGHIP must be offered LGHIP coverage if the unit is subject to the ACA and the employee meets the definition of a full-time employee as defined under the employer shared responsibility provisions of the ACA. Units with fewer than 50 full-time employees (including full-time equivalents) in the prior calendar year are not subject to the ACA employer shared responsibility provisions. All units subject to the ACA will be responsible for complying with all of the ACA employer shared responsibility provisions. The LGHIB cannot provide guidance with regard to a unit's compliance with the ACA.

Accordingly, if your unit is subject to the ACA and you believe that you must offer coverage to one of your temporary, part-time, seasonal, intermittent, emergency, or contract employees under the employer shared responsibility provisions of the ACA, you must first provide documentation to the LGHIB that:

- your unit is subject to the ACA and
- the employee meets the definition of a full-time employee as defined under the employer shared responsibility provisions of the ACA.

APPENDIX 4

2015-192



Steve Boone <boones@mtbrook.org>

Bid Award

1 message

Deborah Stewart <dstewart@oham.lib.us> Thu, Dec 10, 2015 at 2:00 PM
To: Sam Gaston <gastons@mtbrook.org>, Steve Boone <boones@mtbrook.org>
Cc: Sue DeBrecht <debrecht@oham.lib.us>

After review of the one bid received to move second floor shelving for carpet to be replaced, Sue has decided to accept the bid from Florida Library Designs, Inc. as presented. Please add to Council agenda on the 14th.

Thank you.

Deborah Crouch
Emmet O'Neal Library
(205) 445-1129

\$29,798

December 3, 2015

Sam S. Gaston
Emmet O'Neal Library
50 Oak Street
Mountain Brook, AL 35213

Subject: Invitation to Bid for Book and Shelving Move Project Emmet O'Neal Library

Sam Gaston,

Thank you for allowing Florida Library Designs, Inc., aka FLD Solutions, the opportunity to respond to your Solicitation. Our approach to relocate the Library collections on the shelving will respond to the specifications provided in your invitation. We can exceed all items included in the scope of work, including all addenda and will do so in the time frame allotted.

Our Company's general competence is described in the following submittal including our firm's history, references, the Project Manager's experience, resume, and the number of employees to be mobilized, and a description of available equipment. We have provided other noteworthy information regarding our expertise.

We look forward to the opportunity serve Emmet O'Neal Library and stand ready to provide you with excellent service upon which our reputation is built.

Sincerely,

[Signature]

Jeffrey B Fischer / VP
Florida Library Designs, Inc.
aka FLD Solutions
28010 NW 142nd Ave
High Springs, FL 32643
DUNS 603879052
386-454-7855 Office
352-514-7575 Cell
Jeff@1FLD.COM

\$29,798
Lump Sum
Bid Amount

FLD Response / Book and Shelving Move Project Emmet O'Neal Library
Florida Library Designs, Inc. aka FLD Solutions
28010 NW 142nd Ave, High Springs, FL 32643

APPENDIX 5

Florida Library Designs, Inc. aka FLD Solutions

FLD traces its origins to 1982. We originally concentrated on the oil and gas manufacturing industries developing petrol chemical storage solutions. We then grew into handling projects for the library market, which led relocating books and shelving, incorporating in January of 2004 in Florida.

Our vast knowledge of library relocations and storage products stems from years of service and installations with all types of libraries and shelving manufacturers, along with having all projects handled by team members with no outsourcing.

We provide a multitude of services including relocation of collections, mapping, measuring, interfiling, planning; layout and expansion of collections; tagging for merging of collection and cleaning of books prior to or after relocation. Shifting of collections from range to range or floor to floor; back shifting and spacing of collections; merging of collection book by book or by call sequence; purging of collections for storage purposes; off-site storage of collections and shelving.

We provide the trained staff to work closely with clients and designer's providing the highest quality storage solutions and relocations for today's changing markets. We own the trucks and equipment it takes to relocate any library, for example we have over (800) rolling book carts (RBC), (100) four wheel dollies, (10) panel carts, a 28' box truck with a safety lift gate, (3) 1 ton pickups, and (2) two stage back pack HEPA vacuums. We also own the patented pneumatic powered Universal Air Lift (UAL) designed to move loaded book stacks ready to use on this project. No other company will have access to the UAL for this project. www.UniversalAirLift.com

Florida Library Designs, Inc. and Universal Air Lift, Inc. were founded by David Baucom, inventor, entrepreneur, and founder of several companies. Mr. Baucom has developed a system of training for moving library collections which he called the "Means and Methods" of library relocations. This is where a technician is trained in the Library of Congress call number system and in the proper handling of collections, then required to pass several written exams to prove that he or she has retained and understands the training as it was provided. Each tech is then required to work at least 500 hours relocating libraries with other techs that already have trained and worked the required 500 hours as a sort of mentoring program, thereby passing on the skills and gaining the experience of the founder.

We conduct background checks, drug screens, and require all employees to be able to speak, read, write, and understand the English language. This process includes E-Verify.

FLD provides all labor, supervision, equipment, material and services necessary to plan and execute the preparation, moving, and placement of collections from their present locations to new locations.

FLD Response / Book and Shelving Move Project Emmet O'Neal Library
Florida Library Designs, Inc. aka FLD Solutions
28010 NW 142nd Ave, High Springs, FL 32643

References:

Andrew G. Truxal Library
101 College Parkway, Annapolis, MD 21012
Joyce Dawson, Assistant Library Director, Phone: 410-777-1282
Email: jdawson@asacc.edu
Relocated about 20,833 LF of General Collection, Audiovisual, Reference, Periodicals, and Journals from existing building. Approximately 8,844 LF went into a temporary library, about 13,888 LF went into storage, and we then moved the entire collection back to the renovated library, interfiling all parts of the collection during the move back. This project started in the first week of August 2011, we worked for 3 weeks relocating the collection. In August of 2012 we moved all collections into the new library working again for approximately 3 weeks.

University of South Florida Libraries
4202 E. Fowler Avenue, Tampa, Florida 33602
Tom Catwinski, Director of Administrative Services
Phone: 813-974-4592 Email: tcatwinski@usf.edu
Relocated 32,583 LF of Journals and the shelving from the 2nd floor of the library to an offsite storage facility provided by FLD. At offsite we installed the shelving and placed the Journals on them in proper order so that the collection could be accessed during the renovation. We then placed 24,833 LF of General Collection from the basement onto Rolling Book Carts (RBCs) removed the shelving in the basement and installed 15,000 SF of compact mobile storage, and placed the shelving, the General Collection from the book carts, and the Journals from offsite onto the compact mobile storage, relocating and interfiling as needed. Started this project in April of 2012 and completed it in September 2012.

The State of Arkansas, Library
800 West Capitol, Suite 100, Little Rock, AR 72201-3108
Carolyn Ashcraft, Director
Phone: 501-682-1526 Email: cashcraft@sls.lib.ar.us
Relocated about 250,000 LF of collections and shelving from existing building to new facility. Collections moved were General, Journals, Documents, Reference, and Library for the Blind Collections. This move took place in January of 2010 we worked about 3 weeks.

College of Charleston
Addleson Library
68 George Street
Charleston SC 29424
Claire Fund, Director of Administrative Services, Phone 843-953-8002
fundc@cofc.edu
Loaded approximately 82,500 LF of General Collection, Reference, Archival, Periodicals, and Special Collections into half speed packs to be stored throughout library during three phases of the library renovation project. Measured and mapped all collections interfiling them onto shelving in new configuration. During Phase 1 we worked the first week of March 2014, Phase 2 took place the last week of April 2014 and the first 2 weeks of May 2014, Phase 3 consumed the last 2 weeks of July 2014.

FLD Response / Book and Shelving Move Project Emmet O'Neal Library
Florida Library Designs, Inc. aka FLD Solutions
28010 NW 142nd Ave, High Springs, FL 32643

Project Manager Resume

Christopher M. Nitek
7119 NE 24th Loop
High Springs, FL 32643

Education:

1989 Graduated from Deer Park High School, Deer Park TX
2000 attended San Jacinto College, Deer Park, TX
2002 Technical Training "Means and Methods-Tech One" and 500 hours moving libraries, Houston, TX
2006 Technical Training seminar, High Springs, FL

Experience:

2004- Present Florida Library Designs, Inc. (known as Library Designs)
Project Manager (High Springs, FL)

- Coordinate all installs (furniture, Shelving, Mobiles, Lockers, and Mezzanines)
Dimension verification prior to product order
Coordinate with onsite GC or Customer
Direct Contact for customer
Issue work orders for staff
Maintains safety awareness
Supervises staging of materials
Performs final walk through

- Coordinate all relocations of books, furniture, and shelving
Attends pre-move meetings
Counting of books in inches prior to bid
Coordinates move with GC or Customer
Supervises teams at each stage of move
Performs final walk through

2002-2004 Library Designs Systems, Inc.
Supervisor - (Houston, TX)
Coordinate all projects with staff and installations
Contact with Customer
Issues work orders
Daily supervision of all crews
In charge of staging and dimension verification
Final walk through
Maintains safety awareness

FLD Response / Book and Shelving Move Project Ernest O'Neal Library
Florida Library Designs, Inc. aka FLD Solutions
28010 NW 142nd Ave, High Springs, FL 32643

Resume continued:

2000-2002 Library Designs Systems, Inc.
Full Time/Part time Technician (Houston, TX)
Assembly and disassembly of shelving, lockers, and mezzanines
Assembly and placement of furniture
Relocation of library books, furnishings, and shelving

Professional Expertise:

2004 -- Present
Chris has been involved in every project we have undertaken.

Below is a Sampling of our Project Managers Relocation projects;

- University of Florida, Smathers Library
Emory University, Chemistry Library
Armstrong Atlantic University, Lane Library
West Virginia University
Louisville Free Public Library
Rinehart College, GA
Georgia College and State University
City of Jacksonville, Mandarin Library
City of Jacksonville, Murray Hill Library
North Carolina State University
North Carolina Supreme Court Library
Madell County Public Library
University of Georgia
Appalachian State University Library
University of West Georgia
Bethune Cookman Library
Southern Illinois University
Mott Community College
PalmBeach Community College
Morgan County Public Library
Moody AFB Library
Rowan County Public Library
Valencia Community College
Georgia State Henderson Library
Nassau County, Calhoun Library
Arkansas State University
North Carolina Court Library
Ave Maria University Library

4. Experience.

- (a) the name of the board or entity you served;
Volusia County Library System
(b) describe the nature of the services provided;
Using the Universal Air Lift (UAL), we relocated the shelving at almost all branches of the library system for carpet replacement.
(c) the contract amount;
3/2007 \$20,033, 4/2007 \$43,549, 8/2007 \$10,295, 3/2008 \$34,487, 10/2012 \$48,838, 8/2013 \$13,302.00, 01/2014 \$21,768.00
(d) the dates in which you performed the services;
see (c) above
(e) contact information for a reference with the entity you served;
Dale (Rusty) Lastmore, 386-248-1746 ext. 1233, dlastmore@volusia.com
(f) in reference to the contract amount for the work, the percentage of services that were performed by your organization with your own forces.
All work was performed by our own employees.

FLD Response / Book and Shelving Move Project Ernest O'Neal Library
Florida Library Designs, Inc. aka FLD Solutions
28010 NW 142nd Ave, High Springs, FL 32643

APPENDIX 5

- (a) University of Central Arkansas
(b) Using the Universal Air Lift (UAL), we relocated approximately 789 double faced sections of shelving for carpet replacement.
(c) \$114,039.00
(d) May 2015
(e) Sandra Mabry, 501-412-7115, sandym@uca.edu
(f) All work was performed by our own employees.

- (a) Carpet Studio at Leon County Library System
(b) Universal Air Lift used to relocate shelving for carpet replacement.
(c) \$32,380
(d) 12/2010
(e) Charles Maphis, 850-656-2666, cmaphis@hotmail.com
(f) All work performed by our employees

- (a) Southwest Solutions Group at Texas Southern University
(b) Universal Air Lift used to relocate shelving for carpet replacement.
(c) \$34,240
(d) 8/2015
(e) Jeff Rossasen, 210-336-5086, jrossasen@southwestsolutions.com
(f) All work performed by our employees

- (a) Southwest Solutions Group at St Mary's University
(b) Universal Air Lift used to relocate shelving for carpet replacement.
(c) \$12,888
(d) 8/2015
(e) Jeff Rossasen, 210-336-5086, jrossasen@southwestsolutions.com
(f) All work performed by our employees

- (a) Southwest Solutions Group at Rosenberg Library
(b) Universal Air Lift used to relocate shelving for carpet replacement.
(c) \$21,489
(d) 4/2015
(e) Jeff Rossasen, 210-336-5086, jrossasen@southwestsolutions.com
(f) All work performed by our employees

- (a) Southwest Solutions Group at Texas A&M University
(b) Universal Air Lift used to relocate shelving for carpet replacement.
(c) \$193,206
(d) 10/2014 thru 02/2015
(e) Jeff Rossasen, 210-336-5086, jrossasen@southwestsolutions.com
(f) All work performed by our employees

The above named projects are just a small sample of our work, moving libraries is our business, we have been incorporated in Florida since 2004.

FLD Response / Book and Shelving Move Project Ernest O'Neal Library
Florida Library Designs, Inc. aka FLD Solutions
28010 NW 142nd Ave, High Springs, FL 32643

EXHIBIT A
BID RESPONSE FORM
BOOK AND SHELVING MOVE PROJECT
DECEMBER 1, 2015

Table with 3 columns: PROJECT, SPECIFICATIONS, LUMP SUM AMOUNT. Row 1: Book and Shelving Move- 2nd Floor of Library, See Bid Documents*, \$ 29,198.00

Florida Library Designs, Inc. 12/04/15
Name of Firm or Company Submitting Bid Date of Bid
28010 NW 142nd Ave 20-0572575
Street Address Tel # of Bidder
High Springs, FL 32643 UniversalAirLift.com
City State Zip Web Site of Bidder
Jeffrey B Fischer 352-514-7575
Printed Name Representative Entering for Bidder Cell # of Bidder Contact
Signature of Bidder Representative 386-454-7855
Office # of Bidder Contact
Vice President Jeff@FLD.COM
Title Email Address Bidder Rep.

This bid must be notarized:

I swear and subscribed before me on this 4th day of December 2015.

Notary Public

Commission Expires 12/31/16
George B Langford
Notary Public State of Florida
My Commission # 172107
Expires 08/10/2016

NOTES:

- 1. *These Specifications include moving shelving with books in place and replacing all shelving to original positions in conjunction with carpet replacement on second floor.
2. If a bidder is making any exceptions to the Bid Specifications, please state those on separate sheet and attach that sheet to your Bid Response.
3. Each bidder must complete, sign, notarize and return the enclosed Bidder Affidavit and Warranty with its Bid Response.

BIDDER AFFIDAVIT AND WARRANTY

The undersigned warrants, represents and agrees in each of the following in connection with its Bid response for the contract to be awarded for the Book and Shelving Move Project:

- (a) it has not colluded with any other bidder;
(b) it has not, directly or indirectly, induced any other bidder to submit a sham bid or to refrain from making a bid;
(c) it has not paid or agreed to pay to any party, either directly or indirectly, any money or other thing of value for assistance or aid rendered to or to be rendered in attempting to procure the contract contemplated in this bid;
(d) all the information contained in the response to the bid is true and correct; and
(e) the Library may rely on information submitted in awarding the subject contract.

Florida Library Designs, Inc
Name of Firm or Company Submitting Bid
By: [Signature]
Signature of Bidder Representative
Printed Name: Jeffrey B Fischer
Title: Vice President
Date: 12/05/15

Swear and subscribed before me on this 4th day of December 2015
George B. Lastinger, Notary Public
Notary Public Seal: George B. Lastinger, My Commission # 177107, Expires 08/18/2016

EXHIBIT B - BIDDER QUALIFICATION FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID RESPONSE FORM

1. Name of Business: Florida Library Designs, Inc

Principal Business Address: 28018 NW 132nd Ave, High Springs, FL 32643

2. Primary Business Contact for Project:

Name: Jeff Fischer
Title or Position with Company: V/P
Day Phone: 386-438-7855
Email: jfischer@fld.com
Street Mailing Address of Contact: 28018 NW 132nd Ave, High Springs, FL 32643

3. Business History

- (a) How many years has your organization been in business? 11
(b) How many years has your organization been in business under its present business name? 11
(c) Under what other or former names has your organization operated? N/A

(d) Type of Organization and Key Managers:

(1) Please state the type of organization (e.g. corporation, limited liability company, etc.) and the state in which your firm was organized:

Type: corporation
State: Florida

(2) Provide the names and positions of your key managers, officers and owners:

George Lastinger President, Chris Metek, V/P
Jeff Fischer, V/P

4. Experience.

On a separate sheet, list each contract or service arrangement in which your organization has provided Book and Shelf Move services like those requested by the Library to other libraries. As to each such contract or service arrangement, provide the following information:

- (a) the name of the board or entity you served;
(b) describes the nature of the services provided;
(c) the contract amount;
(d) the dates in which you performed the services;
(e) contact information for a reference with the entity you served;
(f) in reference to the contract amount for the work, the percentage of services that were performed by your organization with your own forces.

APPENDIX 5

5. Administration of Business

Describe how you operate and administer your business. In this description, please state each of the following:

- (a) the total number of employees; 19
(b) the number of workers who are dedicated to field service operations; 8
(c) the name and title of your general supervisor of field service operations; Chris Metek V/P
(d) the number of employees dedicated to administrative, accounting and other back office matters; 1
(e) the name and title of the senior person responsible for administrative matters; and Jeff Fischer V/P
(f) the street address and location of an office in Jefferson County, Alabama, if any; N/A

6. Resources.

Please state below the equipment, personnel who would be assigned to work on the Project and other resources that you have available and will dedicate to the Project if your firm is awarded the contemplated contract.

One Universal Air Lift will be provided for this project. we plan to assign 4 team members to operate the UAL, to work closely with the carpet contractor in a workman like manner.

7. Claims History

- (a) Within the last five (5) years, has your firm, or any of your key managers, officers or owners, been a party in any lawsuit, any arbitration or participated in any other type of alternative dispute resolution process with regard to a claim, dispute, or disagreement arising from your firm's (or any officer's, manager's or such owner's) performance or failure to perform its obligations under an agreement to provide services and contract operations? (For purposes of this question, an "owner" of the bidder is any person who holds 10% or more of the stock or interest in the bidder organization.)
NO

If yes, for each such contract or project, explain fully the nature of the project, location, circumstances, your role, and, if resolved, the manner in which any such claim or dispute was resolved: N/A

- (b) Within the last five (5) years, has any customer of your firm made, asserted or pursued a claim against a Surety that issued a Performance Bond on a contract that was being performed by the bidder and that arose from its performance or failure to perform obligations under an agreement with that customer to provide services? N/A

If yes, for each such project, explain fully the nature of the matter, location, circumstances, your role, and, if resolved, the manner in which any Performance Bond claim was resolved: N/A

- (c) Within the last five (5) years, have any of your firm's customers formally declared that your firm is in default or has breached a material obligation in any agreement to provide services or operations?
NO

If yes, for each such project, explain fully the nature of the project, location, circumstances, your role, and, if resolved, the manner in which any such default or breach was resolved: N/A

- (d) Has your organization ever failed to complete any work or a contract awarded to it? NO

If yes, please provide all details related to each matter. N/A

CERTIFICATION

The undersigned representative of the bidder certifies that he/she is authorized to sign below and submit this Bidder Qualification Form on his behalf, and that the submitted information is current, accurate, true and sufficiently complete as so not to be misleading.

Name of Bidder/Interested Contractor: Florida Library Designs, Inc
By: [Signature]
Signature of Rep.
Jeffrey B. Fischer
Printed Name of Rep.
Title: Vice President
Title Authorized Representative

Sworn to and subscribed before me this date: December 4, 2015

Notary Public: George B. Lastinger (Seal)

My commission expires: [Notary Seal: George B. Lastinger, My Commission # 177107, Expires 08/18/2016]



Carri Page & Ingram, LLC
100 100 South Blvd
Suite 300
Birmingham, AL 35209
205.933.7522
1000 103 75th Ave
www.craiaudit.com

December 14, 2015

City of Mountain Brook
30 Church Street
Mountain Brook, AL 35213

We are pleased to continue our understanding of the services you are to provide the City of Mountain Brook (the "City") for the year ended September 30, 2015. We will audit the financial statements of the governmental activities, the aggregate discrete presentation component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City as of and for the year ended September 30, 2015. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board and is considered an integral part of financial reporting for providing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the RSI because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
 - 2) Budgetary comparison schedules.
- We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide no opinion or a statement in the financial statements or in our report.

- 1) Continuing and individual fund statements and schedules.
- 2) Schedule of general fund revenues by source.
- 3) Comparative statements for individual funds.

Audit Objective
The objective of our audit is the expression of opinion as to whether your financial statements are fairly presented, in all material aspects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information included in the financial statements when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will make reference to CPA's Letters to Legislators, Volume 4, Ch. 11(7)'s audit of the Mountain Brook Library Foundation in our report on your financial statements. We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the Mayor and City Council of the City. We cannot provide assurance that unspecified controls will

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be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements are other than unqualified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or may withdraw from the engagement.

Audit Procedures—General
An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. Therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance that the financial statements do not contain material misstatements. Material misstatements are those that, in the aggregate, are of such magnitude or nature that they are likely to influence the economic decisions of users based on the financial statements. Material misstatements may be caused by error or fraud. The audit procedures we will perform to detect material misstatements include, but are not limited to, (1) understanding the internal control system, (2) testing the internal control system, (3) testing the details of assets, liabilities, and equity, (4) testing the details of revenues, expenses, and other items, and (5) testing the details of other items.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. Even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards, in addition, an audit is not designed to detect non-material misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any internal control, any financial reporting, or management of assets that come to our attention, the way you inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of accounts and certain other assets and liabilities by correspondence with selected individuals, lending agencies, creditors, and financial institutions. We will request written representations from your attorneys or other parties, and they may bill you for responding to the inquiry. At the discretion of our firm, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Control
Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under PCAOB professional standards.

Audit Procedures—Compliance
As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management Responsibilities
Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing economic, for the selection and application of accounting principles, and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for creating all financial records and related information available to us as well as for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include assisting the financial statements to correct material misstatements and disclosing to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us

during the current engagement, and presenting to the label period presented any uncorrected, both individually and in the aggregate, in the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government's financial reporting. (1) employees who have significant roles in internal control, and (2) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of any information of any indication of fraud or suspected fraud affecting the government's financial reporting in circumstances that involve, former employees, regulators, or others, in addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information. You also agree to report to us the audited financial statements ready available to users of the supplementary information no later than the date the supplementary information is issued with your report thereon. Your responsibilities include understanding to us in the representation letter that (1) you are responsible for preparation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, to fairly present to users in accordance with GAAP; (3) the nature of management's presentation has not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have discussed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for financial statement preparation services and any other specified services we provide, oversee the review by following an individual, preferably from senior management, with suitable skill, knowledge, or experience, evaluate the adequacy and results of the services, and accept responsibility for them.

Engagement Administration, Fees, and Other
Although it is not anticipated at this time, it is possible that we may use third-party service providers in carrying out our audit. We may share confidential information about you with these service providers, but we will ensure that the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to ensure that they have appropriate procedures in place to protect the confidentiality of your information. If you have any questions about our confidentiality policies, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work performed by any such third-party service providers.

We understand that your company will provide all cash or other considerations on request and will locate any documents selected by us for testing. The audit documentation for this engagement is the property of Carri Page & Ingram, LLC and constitutes confidential information. However, subject to applicable laws and regulations, such documentation and appropriate individuals will be made available upon request and in a timely manner to the Congress Agency, Oversight Agency for Audit, Pass-through entity or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Carri Page & Ingram, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to other interested parties. These parties may include an auditor to distribute the copies or information contained therein to others, including other governmental agencies.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, etc.) except that we agree that our gross fee, including expenses will not exceed \$2,000 (City) and \$2,000 (Library) plus approximately \$2,000 for the estimated time that will be required for the implementation of GASB 68. Further, an additional fee will be assessed if a Single Audit is required under GASB regulations. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account balances 30 days or more overdue and may not be resumed until your account is paid in full. If we need to terminate our services for nonpayment, our engagement

will be deemed to have been completed upon written notification of nonpayment, even if we have not completed our report. You will be obligated to compensate us for all fees incurred and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated nonpayment from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and agree to a new fee estimate before we incur the additional costs.

In the event of a dispute between the parties which arises out of or relates to this contract of engagement letter, the branch based on the services provided or to be provided hereunder, and, if the dispute cannot be settled through negotiation, the parties agree that before invoking arbitration, litigation or some other dispute resolution procedure, they will first try to resolve the dispute through non-binding mediation. The mediation will be administered by the American Arbitration Association under its Dispute Resolution Rules for Professional Accounting and Related Services Clauses. The costs of any mediation procedure shall be shared equally by all parties.

In the interest of facilitating our services to your company, we may need data over the Internet, securely store electronic data on computer servers, applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your company may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data, such as, but not limited to, providers of file sharing preparation software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and data secure in accordance with our telephone and electronic mail and professional standards. We also require our third-party vendors to do the same.

You recognize and accept that we have no control over the unsecured information or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding our reasonable security standards employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and admission of confidential client information to third-party service providers during the engagement.

To enhance our services to you, we will use a combination of remote access, secure file transfer, virtual private network or other collaboration or other online tools or applications. Access through any combination of these tools should be on-demand and/or real-time collaboration across geographic boundaries and user names and allow CPU and you to share data, organizational information, knowledge, and capabilities in a controlled environment. In order to have access to these tools and associated capabilities, you will need to accept our engagement letter, you may be required to establish a separate client acknowledgment or agreement and agree to be bound by the terms, conditions, and limitations of such agreement. You agree that CRI has no responsibility for the activities of third-party vendors using these tools and agree to indemnify and hold CRI harmless with respect to any and all claims arising from or related to the operation of these tools. While we may back up your files to facilitate our services, you are solely responsible for the backing up your files and recovery. Therefore, no responsibility for any data loss or corruption of your data or backup files of these records.

We appreciate the opportunity to be of service to the City and believe the above accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Carri Page & Ingram, LLC

Carri Page & Ingram, LLC

RESPONSE

The letter correctly sets forth the understanding of the City of Mountain Brook, Alabama

By: Edith Beane
Title: Assistant City Manager
Date: 12/14/2015

2015-193

2015-19A



December 10, 2015

Ronnie Vaughn
Public Works Director
City of Mountain Brook
86 Church Street
Mountain Brook, AL 35213

SUBJECT: Overbrook Road at Montevallo Road - right turn lane extension
Sain Associates Project Number: 15-0254

Dear Ronnie,
Please accept this letter as our proposal to provide you with surveying and engineering services.

General Understanding of the project:

The existing right turn lane on northbound Overbrook Road at the Montevallo Road intersection will be extended to include 200' storage and 100' taper as shown in the attached map prepared by Skipper Consulting. The turn lane extension will require widening of the pavement, installation of gutter, and a new 4' wide sidewalk behind the gutter. The existing grass strip between the gutter and sidewalk will be eliminated. Sain will review the need for curb and gutter versus gutter, but no new inlets will be installed. Therefore, no hydraulic analysis will be performed. The existing driveways will be tied to the new sidewalk. It is expected all improvements will remain in the right-of-way. If the driveway does not meet ADA within the existing right-of-way, Sain will document the ADA non-compliance with the City.

Topographic Survey:

Contours will be shown at 1-foot intervals and based on an assumed datum. Spot elevations will be shown in flat areas. Two benchmarks will be set on site. We will show visible utilities and subsurface utilities as marked by utility companies. We will coordinate with Alabama One Call requesting all subsurface utilities situated in public right-of-way marked to enable an accurate location and depiction of the subsurface utilities.

Visible drainage structures will be shown indicating top and invert elevations as well as type and size of pipes. Visible improvements will be shown including buildings, walls, fences, sidewalks, curbs, parking areas, paved areas, travel lanes, pavement stripes, sidewalks, bridge walls and bridge decks. Landscaped areas and tree lines will be shown on survey, individual shrubs and trees will NOT be shown on survey.

Limits are on Overbrook Road from Montevallo Road to Overbrook Lane and will extend from right-of-way to right-of-way. Right-of-way will be shown based on found iron pins or drawn from last maps, not deeds.

Roadway Plans:

Plans will be designed for the proposed improvements to the roadway and sidewalk. The plans will be suitable for use in issuing to contractors to bid. The plans will include a grading and layout, drainage, pavement design, striping, erosion control, traffic control elements, and signal modification.

Celebrating 40 Years of Excellence in Engineering and Surveying

Two Perimeter Park South, Suite 300 East • Birmingham, Alabama 35243
p (205) 940-5420 • f (205) 940-5433
www.sain.com

Overbrook Road
December 10, 2015
Page 2

It is expected the improvements will remain under one acre; therefore, a Notice of Intent will not be prepared for permitting with ADEM.

We will coordinate the moving of water meters with Birmingham Waterworks. The project is not expected to impact the power poles.

Geotechnical:

Shain will perform the geotechnical exploration for determining the pavement design for the widening. Their proposal is attached.

Signal Modification Plan:

We will prepare a design suitable for construction of a traffic signal modification at the intersection of Montevallo Road and Overbrook Road. The extent of the design will include provisions for all modifications necessary to accommodate the extension of the right turn lane on Overbrook Road. We are anticipating adding a five-section right turn traffic signal head facing the Overbrook Road approach, and topwork may be necessary on Overbrook Road as well. Changes or equipment upgrades not associated directly with the extension of the right turn lane are not included in our scope of work.

Sanitary Sewer Plan:

The new curb line will cross an existing sanitary sewer line. Jefferson County Environmental Services desires their lines and manholes at least 4' from the curb line. Based on field observation and concept layout from Skipper Consulting the line is close, but the exact offset to the curb line cannot be determined until the survey and layout of the improvements are prepared. Sain recommends that we wait until the survey and layout are complete until the full extent of the sanitary sewer work is determined. If the sanitary sewer work is deemed required, we expect plan work of the improvements will be prepared and submitted for approval to Jefferson County Environmental Services. Upon completion of line construction, Sain will prepare an as-constructed survey and plan of the installation. A fee for this work is below, but this work will only be prepared if it is determined necessary.

Advertising and Bidding Services:

Sain will prepare a summary of improvement for the City and provide estimated quantities. The City will advertise and solicit bids. Sain will review the bids and recommend an award of the contract to the City. The City will handle contract execution, conducting of meetings with the contractor, and construction inspection and oversight. A contract document package containing bonds, general conditions, special conditions, and contract will be prepared by the City. Sain will attend the Pre-Construction meeting and has budgeted for two site visits during construction.

FEES (lump sum):

- Topographic Survey - \$2,500.00
 - Roadway - \$7,000.00
 - Geotechnical - \$1,900.00 (DATE)
 - Signal Modification Plan - \$5,500.00
 - Sanitary Sewer Plan (will only be performed if required after preparation of layout) - \$4,500.00
 - Advertising and Bidding Services - \$3,600.00
- TOTAL - \$27,000.00

REVISIONS

Any additional work not stated in the scope of work above will be billed hourly in accordance with the rate schedule shown on the enclosed Terms and Conditions.

EXCEPTIONS

- Boundary Survey
- ALTA/ACSM Survey Requirements
- ROW Limits will not be re-established

APPENDIX 7



Overbrook Road
December 10, 2015
Page 3

- Construction Services - layout, staking, inspection, or testing

Should you have any questions or comments, please do not hesitate to call.

Sincerely,

ACCEPTED:

Alicia Bailey

City of Mountain Brook, Alabama

By: *[Signature]*

Alicia Bailey, P.E.
Infrastructure Team Leader
Alabama Lic. No. 26338

Date: *Dec 14, 2015*

[Signature]

James A. Meads, PE
President/CEO
AL PE#17294

Enclosure: Terms and Conditions, Schedule 2015

SAIN ASSOCIATES, INC.
TERMS AND CONDITIONS

Proposal	\$185.00	\$178.00 per Hour
Engineer/Planner	\$95.00	\$145.00 per Hour
Draft Professional		\$130.00 per Hour
Designer	\$77.50	\$71.00 per Hour
Surveyor	\$88.00	\$125.00 per Hour
Survey Crew (1 Person)		\$50.00 per Hour
Survey Crew (2 Person)	\$135.00	148.00 per Hour
Survey Crew (3 Person)		\$186.00 per Hour
Survey Crew (Overnight, Holidays - 2 Person)	\$188.00	\$178.00 per Hour
Survey Crew (Overnight, Holidays - 3 Person)		\$250.00 per Hour
Survey Per Diem	\$100.00	per hour per night
Administrative Support		\$50.00 per Hour

*Deductions shall be based on working time 8 hours a day
Reimbursable Expenses
Parking, contract dinner services, and travel expenses are not included within our base fee and will be passed along to you at our cost, plus 10%.

Payment
To be made monthly based upon the percentage of work completed and provided to you. Your obligation to pay for services rendered hereunder is in no way dependent upon your ability to obtain financing, to obtain payment from a third party, or to obtain approval of any governmental or regulatory agencies, or upon your successful completion of the project. If any payment due for services and expenses hereunder is not made in full within thirty (30) days after receipt of invoice, the amount due Sain Associates, Inc., shall accrue a charge of the rate of 10% per month from each invoice (20th day, plus attorney's fees for collection in the amount of 1/3 of the outstanding balance or such greater amount as the court finds reasonable. In addition, we reserve the right to suspend services under this agreement until receipt of payments in full for all amounts due for services rendered and expenses incurred.

All Indemnification Law Compliance
By signing this contract, the contracting parties agree, for the duration of the agreement, that they will not violate federal indemnification law or, in any way, attempt, or attempt to induce an unlicensed third party, to do so. Furthermore, a contracting party bound to do so is prohibited or its prohibition shall be deemed in breach of the agreement and the party responsible for all damages resulting therefrom.

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

Limitation of Remedies
Liability of Sain Associates, Inc., arising from errors, omissions, or negligence of Sain Associates, Inc., its agents or employees, pursuant to work under this Agreement shall not exceed the lesser of the value of engineering or surveying services rendered or provided to the client or the total amount payable for work performed hereunder or the actual cost of the remedies. This provision is being agreed to as a result of the fact that the client is not a consumer.

Dispute Resolution
Client and Sain Associates agree that if a dispute arises out of or relates to this contract, the parties will attempt to settle the dispute through good faith negotiations. If such negotiations do not resolve the dispute, the parties agree to endeavor to settle the dispute by mediation prior to the initiation of any legal action unless either party, in writing, legal action within 10 business days of the parties. Mediation to take place in County where project is located and if mediation cannot be agreed upon by parties then 10 days after the AAA/Intertek Arbitration Association will appoint mediator and the parties agree to abide by the decision of the arbitrator.

Indemnification
Client and Sain Associates each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorney's fees, in the event such claims, losses, damages, or expenses are caused by the independent party's negligent acts, errors or omissions. In the event third parties, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Sain Associates, they shall be borne by each party in proportion to its negligence.

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

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

Ownership of Deliverables
All documents prepared or furnished by Sain Associates pursuant to this Agreement are the property of Sain Associates' professional services, and Sain Associates shall retain all ownership and proprietary interest therein. Sain Associates grants Client a license to use materials of Sain Associates' professional services for the purpose of engineering, planning and monitoring the Project. Transfer or modification of any such documents by Client, without Sain Associates' written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Sain Associates harmless from all claims, damages and expenses, including attorney's fees, arising out of such misuse by Client or by others using the same Client.





December 9, 2015

Alicia Bailey, P.E.
 Sain Associates
 Two Parkcenter Park South
 Suite 500 East
 Birmingham, Alabama 35243

Subject: Proposal for Pavement Section Input
 Proposed Overcrest Road Turn Lane Widening
 Mountain Brook, Alabama
 BHATE Reference Number: 8436-13

Dear Mrs. Bailey:

We are pleased to submit the following proposal to perform a brief investigation and limited geotechnical engineering evaluation pertaining to the proposed widening of Overbrook Road at the intersection of Overbrook and Montevallo Road in Mountain Brook, Alabama. Based on telephone conversations with you, we understand the following:

- The City of Mountain Brook is proposing to widen Overbrook Road approximately one (1) foot. The widening will occur on the east side of the road expanding the right turn lane over a distance of 300 feet from the intersection of Overbrook and Montevallo Road. It appears that virtually no grading would be required to accommodate the very narrow lane widening.
- You informed us the objective of the evaluation would be to determine the existing pavement section of Overbrook Road, and provided the existing pavement appears to be performing satisfactorily, the existing pavement section would be duplicated for the widening. We recommend conducting three (3) cores in the existing road to determine the pavement build-up. Coring through the existing pavement would be conducted by a sub-contractor, and coring in the roadway would require portions of Overbrook Road to be closed for several hours. We have assumed a typical asphalt pavement section (less than 12 inch total thickness) would be penetrated. Coring through obstructions or exploration to greater depths would be conducted on a unit rate basis.
- Due to the high traffic intensity near this intersection, the fieldwork would be conducted during the hours of 9:30 AM to 3:30 PM in order to avoid the majority of traffic. We have assumed that our services could be completed during normal business hours, however, in the event that weekend work is required to minimize traffic disturbance then there would be an additional charge for overtime.

QUALITY • SERVICE • EXCELLENCE • SAFETY

- Our written report, following the completion of the field work, would describe the thickness of the existing pavement components. In addition to investigating the existing pavement section, site preparation recommendations including subgrade and base course compaction guidelines would be included in our written report.

ESTIMATED BUDGET

Our services would be conducted on a unit-rate basis in accordance with our 2015 unit-rate schedule. However, based on the proposed scope of services and assuming no unusual conditions are encountered, our budget estimate is \$1,800.00. Submittal of the written report would culminate the services to be provided under this proposal. If site conditions encountered during exploration warrant additional exploration or evaluation, then we would notify you and discuss the recommended additional services. However, the budget would not be exceeded without your authorization.

SCHEDULE OF SERVICE PERFORMANCE

We anticipate field work could begin approximately three (3) normal business days after we receive written authorization to proceed, and a written report of our findings would be issued within approximately one (1) week after the completion of the field work.

GENERAL NOTES AND AUTHORIZATION

BHATE personnel would perform those services outlined above. Client and BHATE may subsequently agree in writing to provide additional services under this agreement for additional, negotiated compensation. Services we provide would be consistent with the engineering standards prevailing at the time and in the area the services would be performed; no other warranty, either expressed or implied, is intended.

The attached General Terms and Conditions should be acknowledged as a part of this proposal. A signed copy of the attached Proposal Acceptance Sheet, returned to our office would serve as our authorization to proceed with the exploration.

CLOSING

We appreciate the opportunity to present this proposal to you. If you have any questions or need modifications to our scope of services, we would be happy to discuss them with you. We look forward to working with you on this project.

Respectfully submitted,
 BHATE GEOSCIENCES CORPORATION

[Signature]
 Drew Thornbury, P.E.
 Senior Project Engineer

BHATE APPENDIX 7

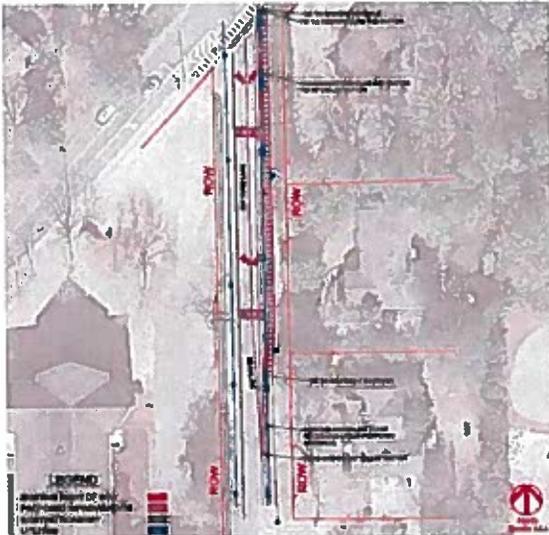


Figure B-7. Preliminary Design of Right Turn Lane Extension on Overbrook Road



CITY OF MOUNTAIN BROOK
P. O. Box 130099
Mountain Brook, Alabama 35213-0099
Telephone: 205 802-3400
www.mtbrook.org

2015-195



Young Boozer, Treasurer
State of Alabama
Unclaimed Property Division
PO Box 302520
Montgomery, Alabama 36130-2520
(334) 242-9614 (888) 844-8400



Claim ID: 5207730

December 15, 2015

Young Boozer, Treasurer
State of Alabama
Unclaimed Property Division
P. O. Box 302520
Montgomery, AL 36130-2520

Re: Claim ID 5207730

Dear Mr. Boozer:

On behalf of the Mountain Brook City Council, please accept this letter (and attached copy of Resolution No. 2015-195) authorizing Steven Boone, City Clerk, to sign on behalf of the City of Mountain Brook with respect to the above property claim.

Please be advised that the mailing address of the City is as follows:

City of Mountain Brook
c/o Steven Boone, City Clerk
P. O. Box 130099
Mountain Brook, AL 35213-0099

If you have any questions or require any additional information, please contact me at (205) 802-3803 or e-mail me at sgastons@mtbrook.org.

Sincerely,

Sam Gaston
Sam Gaston, City Manager

A. CLAIMANT:

BOONE STEVEN
56 CHURCH STREET
MOUNTAIN BROOK AL 35213

Funds listed in the name of the owner(s) identified below have been remitted to the Unclaimed Property Division for the State of Alabama. Payment will be made to the reported owner(s), their estates, or legal heirs only. To claim these funds, please complete all information in Section "C" and "D".

PLEASE ALLOW 6-8 WEEKS FOR CLAIM VERIFICATION AND PROCESSING.

B. OWNER(S) / PROPERTY REPORTED TO STATE TREASURER:

Property Type: CREDIT BALANCE	Property ID #: 287318
Reported By: TYCO INTEGRATED SECURITY LLC	Holder ID #: 34318
Reported Owner: CITY OF MOUNTAIN BROOK 3579 EAST ST BIRMINGHAM, AL	Reported Year: 2006 Property Held: Greater than \$25.00
Property Type: PREMIUM REFUNDS	Property ID #: 4445741
Reported By: AMERICAN FAMILY LIFE ASSURANCE CO	Holder ID #: 8586
Reported Owner: CITY OF MOUNTAIN BROOK C/O ATTN JANE MOORE MOUNTAIN BROOK, AL 35213	Reported Year: 2011 Property Held: Greater than \$25.00
Property Type: ACCOUNTS PAYABLE	Property ID #: 5508854
Reported By: PROBILD COMPANY LLC	Holder ID #: 56593
Reported Owner: CITY OF MOUNTAIN BROOK P O BOX 130009 MOUNTAIN BRK, AL 35213	Reported Year: 2013 Property Held: Greater than \$25.00

APPENDIX B

CONTINUED ON FOLLOWING PAGE

State Treasurer's Office
Unclaimed Property Claim Form



Page 2 of 2

Claim ID: 5207730

C. TO PROVE OWNERSHIP PROVIDE ALL OF THE FOLLOWING:

- Proof that the reported owner lived or received mail at the reported address(es) shown below. (Proof may include copies of utility bills, credit reports, bank statements, cancelled checks, auto registration, tax records, voter registration, etc)
PUBLIC WORKS DEPT ADDRESS
3579 EAST ST
BIRMINGHAM, AL
RETIRED NO LONGER AN EMPLOYEE
C/O ATTN JANE MOORE
MOUNTAIN BROOK, AL 35213
GENERAL MAILING ADDRESS
P O BOX 130009
MOUNTAIN BRK, AL 35213
- Proof of company's existence (may include tax forms, business license, recorded articles of incorporation, etc) **SEE FORM 941**
- A statement from the business, on the reported company's letterhead, authorizing you to sign on behalf of the reported business (This statement should be issued by an authorized person other than yourself). **SEE LETTER AND COUNCIL RESOLUTION 2015-194**
- Proof of the reported owner's Federal Employer Identification Number (FEIN) **SEE FORM 941**
- A photocopy of the drivers license, state issued non-drivers ID, or other government issued ID of the authorized person signing the claim form **ATTACHED**
- If these assets were reported belonging to an individual and a company, you must provide a signed release from the reported co-owner in order for payment to be made to a single payee **N/A**
- If you are claiming on behalf of the owner under a power of attorney, provide a copy of the notarized power of attorney and a copy of your ID. **N/A**
- Complete Section D of the claim form. In order to process your claim, the form must be signed.

D. AFFIDAVIT/THIS FORM MUST BE SIGNED BELOW:

By affixing my signature to this Affidavit, I hereby swear or affirm that the information provided in support of this Claim is true and correct. All documentation I have provided in support of this Claim is original or unaltered copies of original documents. It is my intention that this statement is given under oath; and, I understand and acknowledge that any false statement I have given is punishable as Perjury under Section 13A-10-100, et seq., Code of Alabama.

I hereby indemnify and hold harmless the State of Alabama, Office of Treasurer, its officers, employees or agents from any claim, loss or damage of any kind, including reasonable attorney fees, for actions taken in reliance upon any statement, representation or document I have made or provided in support of this Claim.

Signature of Claimant:

Steven Boone, City Clerk

Daytime Telephone Numbers:

(205) 802-3825

3430 100-6610-6600

Account Name: CITY OF MOUNTAIN BROOK
Account #: 35283-0259 PART 87

BASE SERVICE CHARGE 801.00
WATER CHARGE 12CCF @ \$3.26 43.88
ALABAMA 4% UTILITY TAX 32.88
TOTAL WATER CHARGES 878.36

SERVICE ADDRESS

asypay
BIRMINGHAM WATER WORKS
CONVENIENT AND EASY PAYMENT METHODS
SEE WWW.BWW.COM

TOTAL ACCOUNT BALANCE 878.36

This is your water bill based on the amount of water used. If you have questions concerning this portion of your bill, please call 344-0259.

TOTAL DUE (BIRMINGHAM WATER WORKS) 878.36

November 2015 bill bring a whole new look and feel to Birmingham Water Works online bill pay site, EasyPay, along with a reduced convenience fee of \$1.05. This update will require no change to current online users or the auto-pay schedule. Visit www.bww.com to experience the new EasyPay customer portal, now available anywhere, anytime.

Your Water Use the Past Year
Amount Used 6786 Gallons
Your Usage Same Period Last Year 1981 Gallons
Average Water Usage 19873 Gallons

Your Water Usage During the Previous 12 Months

Please Prepaid (with Portals) if Paying in Person. Return Service Portals with Payment.

Birmingham Water Works
P.O. Box 02050
Birmingham, AL 35203-0259

HELP A OTHERS PLAN FOUNDATION
PLEASE BILL ME \$1 EXTRA PER MONTH

11-24-2015
Amount Due 878.36
Due Date 12-08-2015

Amount Paid \$

529330700006793106000001

Form 941 for 2014: Employer's QUARTERLY Federal Tax Return 760314
OMB No. 1545-0047

Employer Identification Number (EIN) **15-0000000**
City or State **City of Mountain Brook**

Business Name (If any) **City of Mountain Brook**
Address **56 Church Street**
City **Mountain Brook** AL 35213

Read the separate instructions before you complete Form 941. Type or print within the boxes.

1 Number of employees who received wages, tips, or other compensation for the pay period including files 12 (Quarter 1), line 10 (Quarter 2), line 12 (Quarter 3), or line 12 (Quarter 4) **352**

2 Wages, tips, and other compensation **3488891 = 34**

3 Federal income tax withheld from wages, tips, and other compensation **413299 = 37**

4 If no wages, tips, and other compensation are subject to social security or Medicare tax Check and go to line 6.

5a Taxable social security wages **311719 = 28**

5b Taxable social security tips **0 = 0**

5c Taxable Medicare wages & tips **322972 = 91**

5d Taxable wages & tips subject to Additional Medicare Tax withholding **0 = 0**

6a Add Column 2 from lines 5a, 5b, 5c, and 5d **311719 = 28**

6b Social Security (SS) and Medicare - Tax due on unreported tax (estimated) **0**

6 Total taxes before adjustments. Add lines 6a, 6b, and 6c **100014 = 98**

7 Current quarter's adjustment for finalities of cards **-1 = 31**

8 Current quarter's adjustment for short pay **0**

9 Current quarter's adjustments for tips and group-term life insurance **0**

10 Total taxes after adjustments. Combine lines 6 through 9 **100013 = 99**

11 Total deposits for this quarter, including overpayment applied from a prior quarter and overpayments applied from Forms 941-X, 941-X (P), 941-X (P), 941-X (P), or 941-X (P) filed in the current quarter **100012 = 99**

12 Balance due, if line 10 is more than line 11, enter the difference and see instructions **0**

13 Overpayment, if line 11 is more than line 10, enter the difference Apply to next return Send a refund

Preparer's Signature: **Karen Fowler**
Date: **10/17/15**
Best daytime phone: **205-982-2426**

Form 941-SS for 2014: Employer's QUARTERLY Social Security and Medicare Tax Return 450234
OMB No. 1545-0047

Employer Identification Number (EIN) **15-0000000**
City or State **City of Mountain Brook**

14 Check one: Line 10 on this return is less than \$5,000 or line 10 on the return for the prior quarter was less than \$5,000, and you did not have a significant non-refundable credit during the current quarter, if line 10 on the prior quarter was less than \$5,000 and line 10 on this return is \$5,000 or more, you must provide a record of your federal tax liability. If you are a monthly schedule depositor, complete the amount schedule below if you are a quarterly schedule depositor, attach Schedule B (Form 941), SS, to Part 3.
 You were a monthly schedule depositor for the entire quarter. Enter your tax liability for each month and total liability for the quarter; then go to Part 3.

Tax liability: Month 1 **0**
Month 2 **0**
Month 3 **0**
Total liability for quarter **0** Total amount paid line 10 **0**

15 If your business has closed or you stopped paying wages Check here, and enter the final date you paid wages **1/1**

16 If you are a seasonal employer and you do not have to file a return for every quarter of the year Check here.

17 Sign your name here **Karen Fowler**
Date: **10/17/15**
Best daytime phone: **205-982-2426**

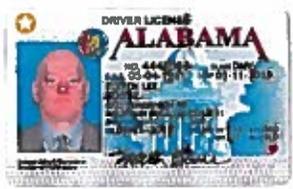
18 Preparer's name **Karen Fowler**
Date: **1/1**
City: **Mountain Brook**

APPENDIX 8

IRS Department of Treasury Internal Revenue Service Ogden UT 84201-0058

Notice CP267
Tax period: December 31, 2014
Notice date: December 14, 2015
Employer ID number: 61-6001375
To contact us: Phone 1-800-829-0115
Page 1 of 3

CITY OF MOUNTAIN BROOK
56 CHURCH ST
MOUNTAIN BROOK AL 35213-3733



Overpayment on your December 31, 2014 Form 945
Where do you want us to apply your credits?

You have a credit of \$270.00 that you didn't claim on your Form 945 for December 31, 2014.

Summary	
Payments you made	\$3,740.00
Tax you owed	1,470.00
Remaining credit	\$2270.00

IRS Department of Treasury Internal Revenue Service Ogden UT 84201-0058

Notice CP267
Tax period: December 14, 2015
Employer ID number: 61-6001375

Contact information

INTERNAL REVENUE SERVICE
OGDEN UT 84201-0058

636003325 1Y 16 2 201412

2015-185

RESOLUTION NO. 2015-185

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.

ADOPTED: This 14th day of December, 2015.

Vin C Fort
Council President

APPROVED: This 14th day of December, 2015.

Sam R. Goh
Mayor, City of Mountain Brook

CERTIFICATION

I, Steven Boome, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on the 14th day of December, 2015, as same appears in the minutes of record of said meeting.

Steven Boome
City Clerk

2015-185

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

CONTRACT AGREEMENT

THIS AGREEMENT is entered into on this the 14th day of December, 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 \$5,000.00 (Five Thousand and No/100 Dollars) (hereinafter referred to as the "Contract Amount") for performing the services herein provided for the period beginning October 1, 2015, through September 30, 2016.

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 on ly for the purposes herein described:

- a. To underwrite, in the amount of \$4,000.00, the cost of the Alcohol.edu computer-based learning program that is used for the ninth and tenth grade health class curriculum; and
- b. To assist, in the amount of \$1,000.00, Mountain Brook High School reach an appropriate level of student drug-testing for that school.

APPENDIX 9

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 14th day of Dec, 2015.

CITY OF MOUNTAIN BROOK,

A Municipal Corporation
BY: *Sam S. Minton*
Mayor, City of Mountain Brook

WITNESSED:

BY: *Steven Boome*

ALL IN MOUNTAIN BROOK

BY: *L. Jackson Young, Jr.*
Authorized Agent
Print name: L. Jackson Young, Jr.
Title: Chairman

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, Amy Knowles, a notary public in and for said County in said State, hereby certify that L. Jackson Young, Jr., whose name as Authorized Agent of All In Mountain Brook, a nonprofit corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she, as such officer and with full authority executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 15th day of December, 2015.

Amy Knowles
NOTARY PUBLIC
My Commission Expires: 11/1/2017

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

To Contractor: All In Mountain Brook
Leigh Ann Sison
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 effect 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 14th day of Dec, 2015.

CITY OF MOUNTAIN BROOK,

A Municipal Corporation

BY: Sam S. Meaton
Mayor, City of Mountain Brook

WITNESSED:

BY: Edwin Bance

ALL IN MOUNTAIN BROOK

BY: _____

Its Authorized Agent

Print name: _____

Title: _____

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, _____, a notary public in and for said County in said State, hereby certify that _____, whose name as Authorized Agent of All In Mountain Brook, a nonprofit corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he, as such officer and with full authority executed the same voluntarily for and as the act of said corporation.

Given under my hand this the ___ day of _____, 2015.

NOTARY PUBLIC

My Commission Expires: _____



June 12, 2015

To: Mountain Brook City Council Members
Re: Request for funding 2015-2016

All In Mountain Brook (AIMB) is a community-based, non-profit organization formed in the fall of 2014 that is dedicated to the enhancement and protection of perhaps our community's most valuable resource—our youth. The roots of this organization date back to the Parent Partnership organization some of you may remember from years ago, and more recently to the Mountain Brook Anti-Drug Coalition. The creation of AIMB allows our entire community, not just our school system, to take responsibility for equipping our young people, parents and our city to deal with issues facing our students.

AIMB is a registered Alabama non-profit corporation and federal 501(c)(3) non-profit and has received approval from the IRS for our tax-exempt status. Our board enjoys representation from a cross-section of the community. Physicians, counselors, principals, students, city council members, school board members, attorneys, accountants, worship leaders, and parents, among others, comprise the AIMB board.

In its efforts to enhance and protect the lives of Mountain Brook youth, AIMB is targeting three primary audiences, including parents, students, and the community at large. We are focusing our efforts on factors which put our students at risk. These factors are substance use/abuse, high-risk behavior, violence, preventable accidents, and mental health issues. AIMB will focus on raising awareness, prevention, parenting practices, and the availability of local resources to aid families struggling with these problems. In addition to working against these negative factors, AIMB hopes to promote and encourage parenting practices and youth activities which foster positive and healthy choices, therefore leading our youth away from these negative factors.

AIMB obtains some funding through membership dues. However, it is a small amount, so we do not want the cost of membership to be a deterrent. In late fall of 2014, All In Mountain Brook made a request to the City for funding and was generously awarded \$10,000.00 to support its efforts. As this was our first year of operation and we were still formulating our programs, we did not expend the money as originally expected. This is a timing issue, and we are meeting with the school representatives in August 2015 to review their funding requests for the 2015-2016 school year. We anticipate that the funds which the City awarded will be completely utilized by the schools to support a variety of speaker and hands-on programming. We will be able to provide the details of those programs, including the numbers of students and parents impacted, in June 2016. In addition to the \$10,000.00 that the schools will utilize, we would like to once again fund the \$4,000.00 per year alcohol/drug computer-based learning program that is used for the 9th and 10th grade Health class curriculum. Also, we would be interested in helping the school system reach the level of drug-testing it feels would be appropriate for the High School. This would cost an additional \$1,000.00. In light of this, All In Mountain Brook respectfully requests \$5,000.00 for the upcoming academic year.

APPENDIX 9



Thank you for considering our request for funding. We are passionate about our youth here in Mountain Brook and believe this organization will provide our community some additional, critical tools to help enhance and protect the lives of our community's future.

Respectfully submitted,
The All In Mountain Brook Board of Directors

For your information:

Topics/programs in the queue for 2015-16:

- *Technology speaker event for parents on trends and risks with technology and youth
- *Sleep and time management for youth
- *Leadership skills for youth
- *Study skills program for students
- *Academic stress solutions for students
- *Alcohol-free social events for students (i.e., tailgates before football games, outdoor movies, etc.)
- *Parent workshop event – multiple sessions addressing many of the risk factors facing our youth

All In Mountain Brook 2015-16 Calendar of Events

- Sept. 14 - Last Year Home and First Year Away - Dr. Dale Wisely - presenter
 - Sept. 15 - Best Vacation Tailgate at MBHS
 - Sept. 28 - Parenting the Teenage Driver - Dr. Dale Wisely - presenter - 9am - BOE
 - Sept. 29 - Parenting the Teenage Driver - Dr. Dale Wisely - presenter - 6:30pm - BOE
 - Oct. 27 - Clergy Lunch and Lunch/Current Trends in Drug Use - Dr. Stephen Taylor - presenter
 - November 12 - Student Learning Conference - MBHS
 - November 12 - Parent Learning Conference - MBHS
 - November 17 - (M) Understanding the Teenage Brain - Dr. Dale Wisely - presenter - 6:30pm - BOE
 - Jan. 14 - Social Media - Josh Ocho - presenter - MBHS and MBHS
 - Jan. 14 - Social Media - Josh Ocho - presenter - 6:30pm Mountain Brook Baptist
 - Jan. 13 - Parenting the Teenage Driver - Dr. Dale Wisely - presenter - 9am - BOE
 - Jan. 27 - Digital World and Your Child - Dr. Dale Wisely - presenter - 9am - BOE
 - February 3 - ADHD Part I - The Disorders - 9am - BOE
 - February 10 - ADHD Part II - The Treatment - 9am - BOE
 - February 16 - Kimberly Caraway - Stress, Emotions, and Learning - presenter - MBHS
 - February 17 - ADHD Part III - Managing Home and Family - 9am - BOE
 - March 15 - Your Child's Sleep - Dr. Mary Haley Maddox - presenter - 6:30pm BOE
 - April 5 - Parenting the Teenage Driver - Dr. Dale Wisely - presenter - 6:30pm - BOE
 - May 1 - Taste of Mountain Brook Fundraiser
- ** In planning stages and will be completed by end of school year:
- MBHS Spring Fling Event
 - AMP's Basketball "Never Give Up" program
 - Charlene Bond - Trevor Remala - speaker on Choices, Friendship, Behavior with 5th and 6th graders
 - Trevor Remala DVD - Dealing with Bullying, Divorce, Peer, Cheating, Death, etc
 - MBHS All-In Buddy Program
 - Speaker Topics: Self-confidence, Nutrition, Alcohol/Tobacco/Drugs (Judge, Physician, Coach, Dale)
 - Crossline and SWP Covenant Counseling to do program for 5th and 6th graders on social pressures and stress and anxiety

000000011

1946

ORDINANCE NO. 1946

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

WHEREAS, the City Council of the City of Mountain Brook, Alabama, does hereby determine that the matters set forth in that certain petition of Dena F. Bowden and Shirley B. Fortenberry, as the Heir under the Will of J. Gary Fortenberry wherein the owners of the property described therein and hereinafter described in this Ordinance, requested that said property be annexed to the City of Mountain Brook, 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 where such alteration is conditioned upon the owners' execution and recording of protective covenants in the form as attached hereto as Exhibit "B-1".

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.

1946

Exhibit A Description of Property

Commence at the Northeast corner of the SE 1/4 of the SE 1/4 of Section 25, Township 17 South, Range 2 West; thence West along the North line of said SE 1/4 of the SE 1/4 a distance of 285.27 feet to a point on the Southeastly right-of-way line of the Old Leeds Road; thence 47°06' to the left in a Southwesterly direction along said Southeastly right-of-way line of the Old Leeds Road a distance of 5.32 feet to the point of beginning; thence continuing in a Southwesterly direction along said Southeastly right-of-way line of the Old Leeds Road a distance of 300.0 feet to a point; thence 50°00' to the left in a Southeastly direction a distance of 298.26 feet to a point; thence 134°50' to the left in a Northerly direction and parallel to the East line of Section 25, Township 17 South, Range 2 West a distance of 423.04 feet to the point of beginning.

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.

ADOPTED: This 14th day of December, 2015.

Handwritten signature of Council President

APPROVED: This 14th day of December, 2015.

Handwritten signature of Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of an ordinance adopted by the City Council of the City of Mountain Brook, Alabama, at its regular meeting on the 14th day of December, 2015, as same appears in the minutes of record of said meeting, and published by posting copies thereof on the 15th day of December, 2015, at the following public places, which copies remained posted for five (5) days as provided by law:

City Hall, 56 Church Street
O'Leary Pharmacy, 2850 Cahaba Road

Overton Park, 3020 Overton Road
The Invention Place, 3150 Overton Road

Handwritten signature of City Clerk

APPENDIX 10

EXHIBIT B 1

STATE OF ALABAMA }
JEFFERSON COUNTY }

This Instrument Prepared by:
Frank C. Galloway III, Esq.
GALLOWAY, SCOTT, MOSS & HANCOCK, LLC
2200 Woodcrest Place, Suite 310
Birmingham, AL 35209

County Division Case: AL040
Inst. # 201512300121858 Page: 1 of 0
I certify this instrument filed on
12/15/2015 4:14 PM Doc. REBT
Alan L. King, Judge of Probate
Jefferson County AL, Rec. \$31.00
Clerk: S8CO008NS

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, Shirley B. Fortenberry as the heir under the Will of J. Gary Fortenberry and Dena F. Bowden (the "Owners"), are the owners of certain real property situated in unincorporated Jefferson County, Alabama, located at 5313 Old Leeds Road, Birmingham Alabama, 35210 and as more particularly described in the attached Exhibit A (hereinafter the "Property"); and illustrated in the accompanying map entitled Exhibit B, both of which are attached hereto and made a part hereof; and

WHEREAS, the Owners have applied to annex the Property into the limits of the City of Mountain Brook, Alabama (the "City"); and

WHEREAS, the undersigned Owners desire to subject said Property with the protective covenants, conditions, covenants, and limitations on the Property; and

WHEREAS, the Owners agree to execute these covenants, which run with the land, in consideration of the City agreeing to annex the Property.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Owners, the undersigned hereby proclaim, publish, and declare that the Property is hereby encumbered and burdened with the covenants and restrictions subject to this Declaration, which shall run with the

land and shall be binding upon them and upon all parties having or acquiring any right, title, or interest in any part of the Property.

ARTICLE I
EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS

- 1.1 The Property shall be used for single-family residential purposes only and for no other use or purpose.
- 1.2 Any residence constructed on the Property shall contain a minimum of 4,500 square feet of heated and cooled area.
- 1.3 The exterior of the residence constructed on the Property must be of brick or better material and such residence shall have a pitched roof.
- 1.4 The residence constructed on the Property must contain a minimum of a two (2) car garage or parking area within a basement.
- 1.5 The Property shall not be further subdivided.

ARTICLE II
CONDITION OF THE PROPERTY

- 2.1 The Owners of the Property shall use their best efforts to prevent the development or occurrence of any unclean, unsightly, or unkempt 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.
- 2.2 No weeds, underbrush, or 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.
- 2.3 No vegetables, or other crops may be grown on the front yard of any house on the Property.
- 2.4 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 sanitary containers or garbage compactor units.
- 2.5 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.

Page 2 of 3

ARTICLE III
GENERAL PROVISIONS

3.1 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.

3.2 The covenants and restrictions herein shall enure to the benefit of the Property described herein 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 (s) 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 remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law.

3.3 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, the Owners have here unto executed this Declaration effective as of the 19 day of December, 2015.

Shirley B. Fortenberry
Shirley B. Fortenberry

Dena F. Bowden
Dena F. Bowden

Page 3 of 3

APPENDIX 10

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned Notary Public in and for said County in said State, hereby certify that Dena F. Bowden, whose name is signed to the foregoing Declaration, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Declaration, executed the same voluntarily on the day the same bears date.

Give under my hand and official seal of office this 19 day of December, 2015.

Dena F. Bowden
Notary Public
My commission expires: 9/23/2019



STATE OF ALABAMA)
)
CHOCTAW COUNTY)

I, the undersigned Notary Public in and for said County in said State, hereby certify that Shirley B. Fortenberry, whose name is signed to the foregoing Declaration, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Declaration, executed the same voluntarily on the day the same bears date.

Give under my hand and official seal of office this 11 day of December, 2015.

Shirley B. Fortenberry
Notary Public
My commission expires: Aug 2018

Page 4 of 5

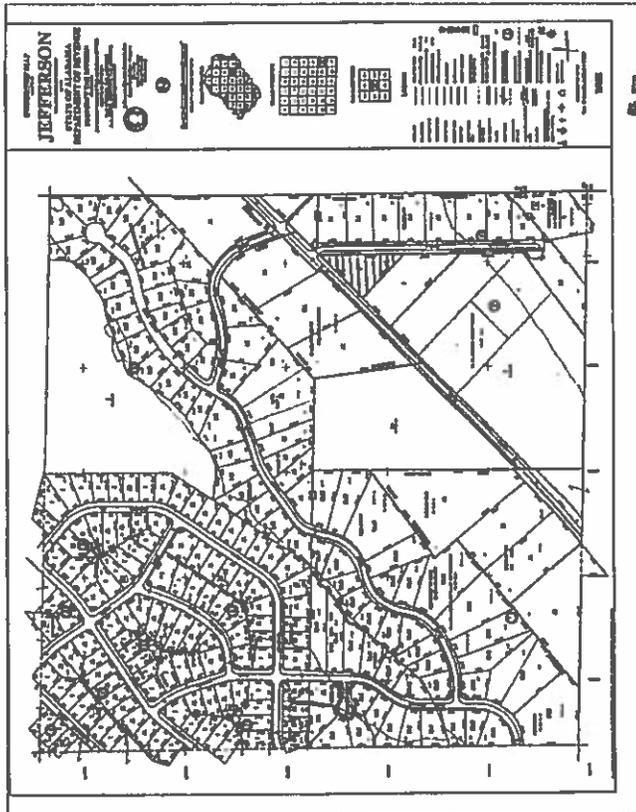
Page 5 of 5

EXHIBIT A

That property located in Jefferson County, Alabama more particularly described as:

Commence at the Northeast corner of the SE 1/4 of the SE 1/4 of Section 25, Township 17 South, Range 2 West; thence West along the North line of said SE 1/4 of the SE 1/4 a distance of 285.27 feet to a point on the Southeastery right-of-way line of the Old Leeds Road; thence 47°06' to the left in a Southwesterly direction along said Southeastery right-of-way line of the Old Leeds Road a distance of 5.32 feet to the point of beginning; thence continuing in a Southwesterly direction along said Southeastery right-of-way line of the Old Leeds Road a distance of 300.0 feet to a point; thence 90°00' to the left in a Southeastery direction a distance of 298.26 feet to a point; thence 134°50' to the left in a Northerly direction and parallel to the East line of Section 25, Township 17 South, Range 2 West a distance of 423.04 feet to the point of beginning.

EXHIBIT B



Property Detail Report
 For Property Located At:
 5313 OLD LEEDS RD, BIRMINGHAM, AL 35210

CoreLogic RealQuest Professional

Owner Information	FORTBERRY J GARY BOWDEN DENA F 6448 PINE GROVE RD, WARD AL 36052-0488 B022		
Location Information	PO B 4188 FT S W OF THE INTER OF E LINE SEC 25 T 17 N R 2 W S E LINE OLD LEEDS RD TH BN 3005 FT ALB RD TH E 250.35 FT TH N 123.8 FT TO POB		
Legal Description	JEFFERSON, AL		
County	108.85 7.4	Alabama APN	23-00-25-4-009-003-000
Tract/Range-Block	17-376-23	Subdivision	232150
Legal Block	4188	Map Reference	23-25-4-123-29-4
Market Area		Tract #	
Neighbor Code		School District	OUTSIDE MUNIC
Owner Transfer Information		School District Name	
Recording/Sale Date		Market/Township	
Safe Price		Dead Type	
Document #		1st Mfg Document #	
Last Market Sale Information			
Recording/Sale Date		1st Mfg Amount/Type	
Safe Price		1st Mfg Inc Rate/Type	
Sale Type		1st Mfg Document #	
Document #		2nd Mfg Amount/Type	
Deal Type		2nd Mfg Inc Rate/Type	
Transfer Document #		Prior Par #/Type	
New Construction		Mfg/Split Sale	
Title Company			
Lender			
Seber Name			
Prior Sale Information			
Prior Rec/Sale Date		Prior Lender	
Prior Sale Price		Prior 1st Mfg Amt/Type	
Prior Doc Number		Prior 1st Mfg Rate/Type	
Prior Deal Type			
Property Characteristics			
Year Built/Est		Total Rooms/Offices	
Gross Area		Total Reservoir	
Building Area		Road Type	
Total Adj Area		Road Material	
Above Grade		Construction	
# of Stories		Foundation	
Other Improvements		Exterior wall	
		Basement Area	
Site Information			
Zoning	E-2	Acres	1.89
Land Use	VACANT LAND (NRC)	Lot Width/Depth	0
Site Influence		Conventional/Units	
		Sewer Type	
Tax Information			
Total Value	\$148,300	Assessed Year	2014
Land Value	\$148,300	Improved %	2013
Improvement Value		Tax Year	
Total Taxable Value			
		County Use	VACANT LAND (914)
		State User	
		Water Type	
		Building Class	
		Property Tax	\$1,206.87
		Tax Area	0010000
		Tax Exemption	

APPENDIX 10

JEFFERSON COUNTY, ALABAMA, CITIZEN ACCESS PORTAL

PARCEL # 23 00 25 4 009 003 000

OWNER: FORTBERRY J GARY B
 ADDRESS: 6448 PINE GROVE RD WARD AL 36052-0488
 LOCATION: 5313 OLD LEEDS RD BHM AL 35210

Parcel Info: 19-0013-0, Land: 148,300, Area: 0.800, Tax: 148,300

Summary:

PROPERTY CLASS: 2	OVER 99 CODE: 0	LAND VALUE 10%: 0
PROPERTY CODE: 02	DISABILITY CODE: 0	LAND VALUE 20%: 0
VALU CODE: 02	DISABILITY CODE: 0	LAND VALUE 30%: 0
SOXES, DIST: 00.00	DISABILITY CODE: 0	LAND VALUE 40%: 0
OVER 99 VALUE: 00.00	DISABILITY CODE: 0	LAND VALUE 50%: 0
	DISABILITY CODE: 0	LAND VALUE 60%: 0
	DISABILITY CODE: 0	LAND VALUE 70%: 0
	DISABILITY CODE: 0	LAND VALUE 80%: 0
	DISABILITY CODE: 0	LAND VALUE 90%: 0
	DISABILITY CODE: 0	LAND VALUE 100%: 0
	DISABILITY CODE: 0	LAND VALUE 110%: 0
	DISABILITY CODE: 0	LAND VALUE 120%: 0
	DISABILITY CODE: 0	LAND VALUE 130%: 0
	DISABILITY CODE: 0	LAND VALUE 140%: 0
	DISABILITY CODE: 0	LAND VALUE 150%: 0
	DISABILITY CODE: 0	LAND VALUE 160%: 0
	DISABILITY CODE: 0	LAND VALUE 170%: 0
	DISABILITY CODE: 0	LAND VALUE 180%: 0
	DISABILITY CODE: 0	LAND VALUE 190%: 0
	DISABILITY CODE: 0	LAND VALUE 200%: 0
	DISABILITY CODE: 0	LAND VALUE 210%: 0
	DISABILITY CODE: 0	LAND VALUE 220%: 0
	DISABILITY CODE: 0	LAND VALUE 230%: 0
	DISABILITY CODE: 0	LAND VALUE 240%: 0
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	DISABILITY CODE: 0	LAND VALUE 280%: 0
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	DISABILITY CODE: 0	LAND VALUE 980%: 0
	DISABILITY CODE: 0	LAND VALUE 990%: 0
	DISABILITY CODE: 0	LAND VALUE 1000%: 0

Galloway Scott Moss & Hancock LLC
 Attorneys at Law

November 9, 2015

Mr. Steve Boone
 City of Mountain Brook
 P.O. Box 130009
 Birmingham, AL 35213

Re: Petition for Annexation
 Property Address: 5313 Old Leeds Road, Birmingham, AL 35210

Dear Mr. Boone: 23-00-25-4-009-003.000

Pursuant to your email instructions, enclosed herein please find a petition for annexation with exhibits regarding the above-referenced address. I understand that this petition will be heard at the next City Council meeting on November 23, 2015.

If you have any questions concerning the petition, please let me know. I look forward to hearing from you regarding this matter.

Sincerely,

 Mary O'Neill

MOO/jbd
 Enclosure
 c: Mrs. Shirley B. Fortenberry
 Mrs. Dena Bowden
 Frank C. Galloway III

mo@galloway-scott.com

EXHIBIT B

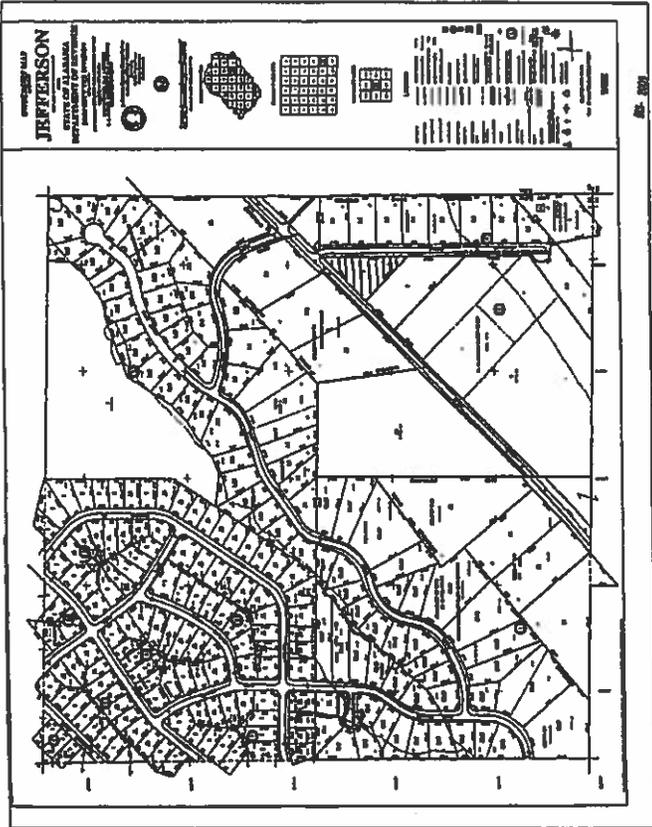


Exhibit C
Title to the Property

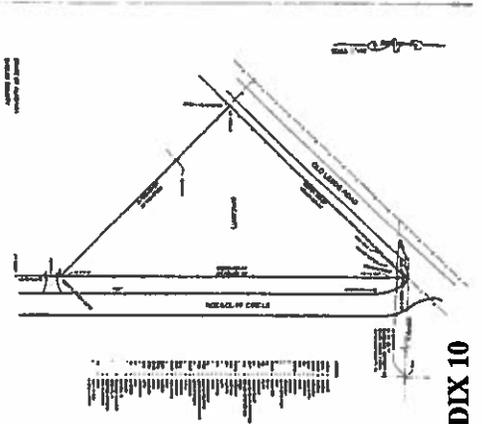
The Property was reelected in October, 1997 under a Quitclaim Deed by J. Gary Fortenberry and Dena F. Bowden.

J. Gary Fortenberry died in 2012 and left the Property to Shirley B. Fortenberry. The Will of J. Gary Fortenberry is attached. Shirley B. Fortenberry is also the Executrix under the Will of J. Gary Fortenberry.

Also attached is a Commitment for Title Insurance showing that the title holders are J. Gary Fortenberry and Dena F. Bowden.

ORIGINAL VERSION
Print Date: 9/25/16 at 11:29:41

LAND TITLE COMPANY OF ALABAMA
ALDO Business License No. 6187864



APPENDIX 10



COMMITMENT FOR TITLE INSURANCE
Issued by
First American Title Insurance Company

LTC File No: 4803K-15

SCHEDULE A

1	Commitment Effective Date	September 18, 2015, 06:00 am	Amount
2.	Policy or Policies to be issued:		
	a. ALTA Owner's Policy (S-17-08):		\$1,000.00
	Proposed insured:	Legally Qualified Purchaser	
	b. ALTA Loan Policy (S-17-08)		
	Proposed insured:		

- The estate or interest in the land described or referred to in this Commitment is Fee Simple.
- Title to the Fee Simple estate or interest in the land is at the Effective Date vested in J. Gary Fortenberry and Dena F. Bowden.
- The land referred to in the Commitment is described as follows:
SEE ATTACHED EXHIBIT "A"

Countersigned September 25, 2015

By: LAND TITLE COMPANY OF ALABAMA
ALDO Business License No. 6187864

By: William F. Miller III
Authorized Signatory

Last Will and Testament

OF

JAMES GARY FORTENBERRY, also known as J. GARY FORTENBERRY

STATE OF ALABAMA
SUNTER COUNTY

KNOW ALL MEN BY THESE PRESENTS, that I, JAMES GARY FORTENBERRY, also known as J. GARY FORTENBERRY, being of sound mind and disposing memory and being over the age of nineteen (19) years, do hereby make, publish and declare this as and for my Last Will and Testament, hereby revoking any and all former testamentary dispositions heretofore made by me.

ITEM ONE

I hereby direct that all my just debts and funeral expenses be paid by my Executors, hereinafter named, as soon after my death as is practical.

ITEM TWO

I hereby give, devise and bequeath unto my beloved daughters, SCARLET F. JOHNSTON and STACY F. JOHNSON, the following described real and personal property in Choctaw County, Alabama, to be heirs, share and share alike, per stirpes:
N 1/4 of Section 18, Township 14 North, Range 1 East.

ITEM THREE

I hereby give, devise, and bequeath all the rest, residue and remainder of my property and estate, whatsoever located and whether real, personal or mixed, unto my beloved wife, SHIRLEY B. FORTENBERRY, also known as SHIRLEY BRYANT FORTENBERRY, to be her, in fee simple.

James Gary Fortenberry
JAMES GARY FORTENBERRY

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ITEM FOUR

In the event my beloved wife, SHIRLEY B. FORTENBERRY, also known as SHIRLEY BRYANT FORTENBERRY, shall predecease me, or shall die at the same time as I, then and in such event, I hereby give, devise and bequeath the following:

(a) All my mineral rights to my beloved daughters, SCARLET F. JOHNSTON and STACY F. JOHNSON, share and share alike, per stirpes;

(b) All real property owned by me in Sumter County, Alabama to my beloved daughter, SCARLET F. JOHNSTON, subject to the mineral rights being devised in item 4(a).

(c) All real property owned by me in Choctaw County, Alabama except the following: N 1/4 of Section 18, Township 14 North, Range 1 East, to my beloved daughter, STACY F. JOHNSON, subject to the mineral rights being devised in item 4(a) above.

ITEM FIVE

Should SCARLET F. JOHNSTON or STACY F. JOHNSON desire to sell any real property herein devised or any part of the real property herein devised, any such sale made shall be void and of no effect unless the said child desiring to sell shall first offer in writing to sell said property at a price certain to the other child herein, at which price certain the child shall have thirty (30) days within which to purchase said land offered. If the child does not purchase within said thirty (30) day period, said child desiring to sell shall then be able to sell said land to other persons; provided, said child shall accept no less as a purchase price for said land than that price at which said land was offered under this paragraph to the other child, without having first re-offered same in writing to the child at the lesser price and giving said child thirty (30) days within which to purchase said property at said lesser price. When required so as to make this condition operative, the word child shall mean the heirs or devisees of the child. This condition shall remain in force and effect so long as any of the children devised said property shall live but this condition shall not restrict the rights of children to mortgage said property.

James Gary Fortenberry
JAMES GARY FORTENBERRY

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APPENDIX 10

ITEM SIX

In the event my beloved wife, SHIRLEY B. FORTENBERRY, also known as SHIRLEY BRYANT FORTENBERRY, shall predecease me, or shall die at the same time as I, then and in such event, I hereby give, devise and bequeath all the rest, residue and remainder of my property and estate, whatsoever located and whether real, personal or mixed, unto my beloved daughters, SCARLET F. JOHNSTON and STACY F. JOHNSON, share and share alike, per stirpes.

ITEM SEVEN

I hereby nominate and appoint as the Executors of this my Last Will and Testament my beloved wife, SHIRLEY B. FORTENBERRY, also known as SHIRLEY BRYANT FORTENBERRY, and I specifically exempt her from filing any inventory of my estate, from giving any bond, and from making any accounting to any court in the performance of her duties hereunder. In the event my beloved wife, SHIRLEY B. FORTENBERRY, also known as SHIRLEY BRYANT FORTENBERRY predeceases me, dies at the same time as I die or releases or is unable for any reason to serve as the Executor hereunder, I hereby nominate and appoint my beloved daughter, SCARLET F. JOHNSTON to serve as successor Executor. I specifically exempt her from filing any inventory of my estate, from giving any bond, and from making any accounting to any court in the performance of her duties hereunder.

I, JAMES GARY FORTENBERRY, also known as J. GARY FORTENBERRY, the Testator, sign my name to this instrument this 28th day of June, 2007, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my Last Will and that I sign it willingly, and that I execute it as my free and voluntary act for the purposes therein expressed, and that I am nineteen (19) years of age or older, of sound mind, and under no constraint or undue influence.

James Gary Fortenberry (REAL)
JAMES GARY FORTENBERRY, also known as J. GARY FORTENBERRY, Testator

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We, Luella T. Skinner and Dore H. Henry, the witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the Testator signs and executes this instrument as his Last Will and that he signs it willingly, and that each of us, in the presence and hearing of the Testator, hereby signs this Will as witness to the Testator's signing, and that to the best of our knowledge the Testator is nineteen (19) years of age or older, of sound mind, and under no constraint or undue influence.

Luella T. Skinner
WITNESS
Dore H. Henry
WITNESS

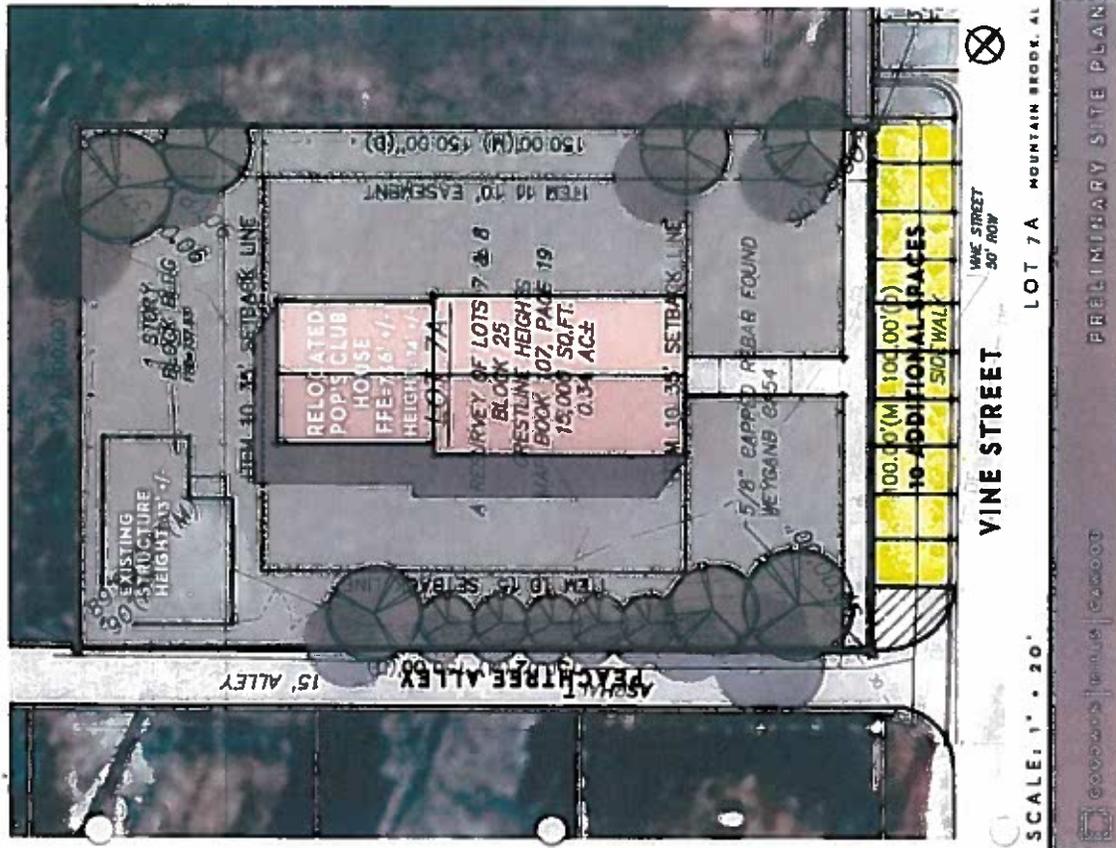
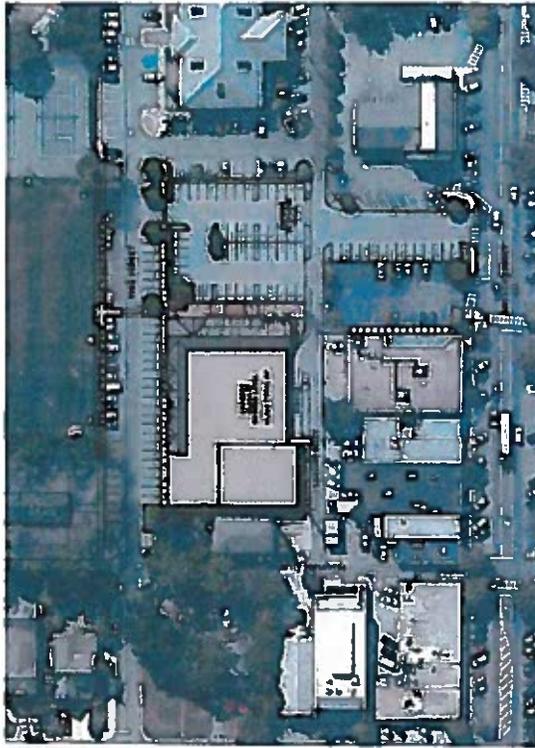
Subscribed, sworn to and acknowledged before me by JAMES GARY FORTENBERRY, also known as J. GARY FORTENBERRY, the Testator and subscribed and sworn to before me by Luella T. Skinner and Dore H. Henry, witnesses, this 28th day of June, 2007.

My Commission Expires: 10-18-09
[Signature]
NOTARY PUBLIC

This Document Prepared By
James Gary Fortenberry
JAMES GARY FORTENBERRY
The State of Alabama, Monroe, Arkansas
in Sumter County
I, James Gary Fortenberry, being first duly sworn, do hereby certify that the within and foregoing is a true and correct copy of the original of this instrument, bearing the date of June 28, 2007, and that I am a Notary Public in and for the State of Alabama, my commission expires on the 10-18-09 day of October, 2009.
[Signature]
NOTARY PUBLIC

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file:///C:/Users/SamG/AppData/Local/Microsoft/Windows/Temporary%20Internet%20F... 12/11/2015

APPENDIX 11

2015-196

The approved applications appear on this permit. If you have any questions, please contact David Krump at 802-2100 or krump@mountainstate.com.

Approved this 15th day of December 2015 by Scott Astor See attached Certificate
Mayor, City Manager

- Event Information:**
- 1. The applicant shall not be the owner or operator of a vehicle involved in an event.
 - 2. The applicant shall not be the owner or operator of a vehicle involved in an event.
 - 3. No parking along the parade route.
 - 4. All event drivers must be properly licensed and insured. All drivers must be at least 21 years old.
 - 5. All event drivers must have adequate lines of vision for the driver to see.
 - 6. No event or parade participants may have any of the designated parade route vehicles parked or stopped along the parade route.
 - 7. No event or parade participants may be on the parade route at the height of the parade.
 - 8. No event or parade participants may be on the parade route at the height of the parade.

The applicant shall not be the owner or operator of a vehicle involved in an event. The applicant shall not be the owner or operator of a vehicle involved in an event.

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

Event Description:
The applicant shall not be the owner or operator of a vehicle involved in an event. The applicant shall not be the owner or operator of a vehicle involved in an event.

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The applicant shall not be the owner or operator of a vehicle involved in an event. The applicant shall not be the owner or operator of a vehicle involved in an event.

City of Mountain State
100 East, P.O. Box 1000, Mountain State, Oregon 97030
Application submitted for this permit on the date specified below.

Date: Dec 23 2015. Issued to applicant: Christopher Anderson & Son, Inc.
Event Information:
1) Name: Christmas
2) Address: 3400 Independence Dr, Mountain State, OR 97030
3) Date: Dec 23 2015
4) Contact: 503-413-4333
5) Description: Christmas celebration with parade and fireworks.

The applicant shall not be the owner or operator of a vehicle involved in an event. The applicant shall not be the owner or operator of a vehicle involved in an event.

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

Event Description:
The applicant shall not be the owner or operator of a vehicle involved in an event. The applicant shall not be the owner or operator of a vehicle involved in an event.

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January 2016

- CAI contact numbers - Chris - 225-0085 - Corey 515-6787 - to be contacted should issues arise. Someone from either CHOH or CAI will be on site at all four times.

APPENDIX 12

- Christopher Anderson & Son, Inc. - Special Event Permit Repetitions made a part of Permit.
- January 16 - January 31 open house tour: 10 days total (calendar attached with dates highlighted) Monday - Wednesday - no public tours Thursday & Friday hours 10:00 - 4:00 Saturday & Sunday hours 11:00 - 8:00
- parking at house on property for CAI, CHOH and local artists only (may be provide some handicap if a need is presented to CAI), no street parking.
- shuttle service provided for tour - NO ONSITE OR STREET PARKING except as noted above:
 - shuttle pick up
 - Cannon Hill - 3018 Mountain Road SE213
 - Ervins Ramsey Park - 3800 Mountain Road SE213
- Architectural & Interior tour may include:
 - local artist events (painting, jewelry, etc)
 - mtg seminar for landscape
- CAI or CHOH will hire off duty Mountain Brook Police Officer for days of heavier tour visitation
- CAI or CHOH will install two temporary Game Cameras to monitor the road and will share images with Mountain Brook Police
- CAI or CHOH will place no parking signs (or rope off an area) in neighbor yards that share front
- CAI or CHOH will place temporary exterior lights up to help illuminate the street
- all social media will coordinate the tour and specify no onsite parking

**BRUCE
STEELE**

**Presentation To City Council
December 14, 2016**

Mayor and members of the City Council, my name is Bruce Steele and my wife, Susie, and I live at 3605 Ridgeview Drive West.

Earlier today, a petition with signatures representing 17 households in the Ridgeview Drive, Cross Ridge Road neighborhood was submitted to City Hall with the request that you be provided a copy prior to this meeting. The reason our neighborhood chose to put forth a petition is that a number of neighbors had conflicts this evening and could not be here, yet wanted their voices heard.

I am presenting this petition to the Council this evening, but am not an official spokesperson for the signatories as each individual who signed would have his/her own reasons for doing so. Some of those who signed the petition are here tonight and may desire to speak.

For the sake of time, I won't read the petition unless the Council so requests.

In summary, however, the petition lays out specific reasons why this neighborhood is a particularly bad fit for the proposed 14-day event.

The petition also makes note of the numerous violations of multiple City codes that have occurred during construction.

It is our understanding from Sam Gaston that a permit has been issued for a dinner party of 100 plus people. The petition asks that the restrictions set forth in the petition be made a part of the dinner party permit.

The petition also asks the Council to deny the permit for the 14-day event.

Finally, the petition asks that if the Council decides that an event permit beyond the dinner is warranted, that the permit be limited to 2 days in addition to the dinner with the restrictions set forth in the petition.

We respectfully ask that the Council give favorable consideration to our requests and concerns.

Thank you.

APPENDIX 13

