

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
MARCH 28, 2016**

The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 6:30 p.m. on Monday, the 28th day of March, 2016. 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
Lawrence T. Oden, Mayor

Absent: Alice B. Womack

Also present were City Attorney Carl Johnson, City Manager Sam Gaston and City Clerk Steven Boone.

1. AGENDA

1. Phase 5b Sidewalk property request – Roger Morris and Billy Harbert (Appendix 1).

It was the general consensus of the members present that the requested change is too late to be considered in that the State just closed the bidding for the project and any change at this time would a) most certainly result in a substantial cost increase along with significant delays in the construction timeline and b) could possibly result in the project, in either form, not being approved.

2. Conditional Use at 2419 Canterbury Road – Dana Hazen (Resolution No. 2016-041 was added to the formal agenda).
3. Position upgrade at Public Works – Ronnie Vaughn (Resolution No. 2016-042 was added to the formal agenda).
4. 3-party agreement regarding maintenance of a sewer line and retaining wall at 2941 Balmoral Road – Carl Johnson, Dana Hazen (Resolution No. 2016-043 was added to the formal agenda).
5. Review of the matters to be considered at the formal [7 p.m.] meeting.

2. 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 March 28, 2016, 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.



City Clerk



VIA UPS

March 16, 2016

Sam S. Gaston
City Manager
City of Mountain Brook, AL
56 Church Street
P.O. Box 130009
Mountain Brook AL 35213
(205) 802-3803 Phone
(205) 870-3577 Fax

Ref: Sidewalk project STPBH-CN13 (907) along Shades Creek Parkway
(between Brookwood Mall and Cahaba road)

Sam,

Thank you for taking the time to meet yesterday to hear our concerns regarding the sidewalk expansion and the impact it will have to the property located at 820 Shades Creek Parkway.

As discussed, we feel that with the new regime at ALDOT there are more opportunities to discuss a better solution for the sidewalk location than the one that is currently proposed. The current layout requires the south jogger route to cross Lakeshore to the north side, and then cross again to the south for access to the Jemison park trail at Cahaba. This design also requires relocation of overhead utilities and coordination with in ground water meters and storm lines, and the construction of a 5'-0" tall x 340 feet long stone clad retaining wall along the frontage of the property at 820 Shades Creek Parkway. While a more direct path for the sidewalk would be the south side of Shades Creek Parkway, beneath the bridge at the entrance ramp and beneath the Hwy 280 overpass.

I respectfully request that the city postpone this project letting to allow time for further review with ALDOT for a more viable design option of relocating the sidewalk construction to the south side of Shades Creek Parkway. This south location will be in line with the current jogger route and should be considerably less expensive since the utilities will not be required to relocate and the retaining wall will no longer be needed as shown in the current design.

Keith Strickland (GMC Municipal Department Manager) met with Lance Taylor (ALDOT Pre-Construction Engineer) yesterday afternoon and he is 'ok' with delaying the letting on this project if that is the city's desires. He would need to have a written request from the city asking for the delay by the end of this week or very early next week to keep from causing any problems. I understand that the next council meeting of March 28 is not scheduled until after the current scheduled bid date and I believe it would be more constructive and acceptable to delay the current bid letting than to wait until after the bid.

Please consider my concerns regarding this project and allow the opportunity to assess a better solution than the one at hand.

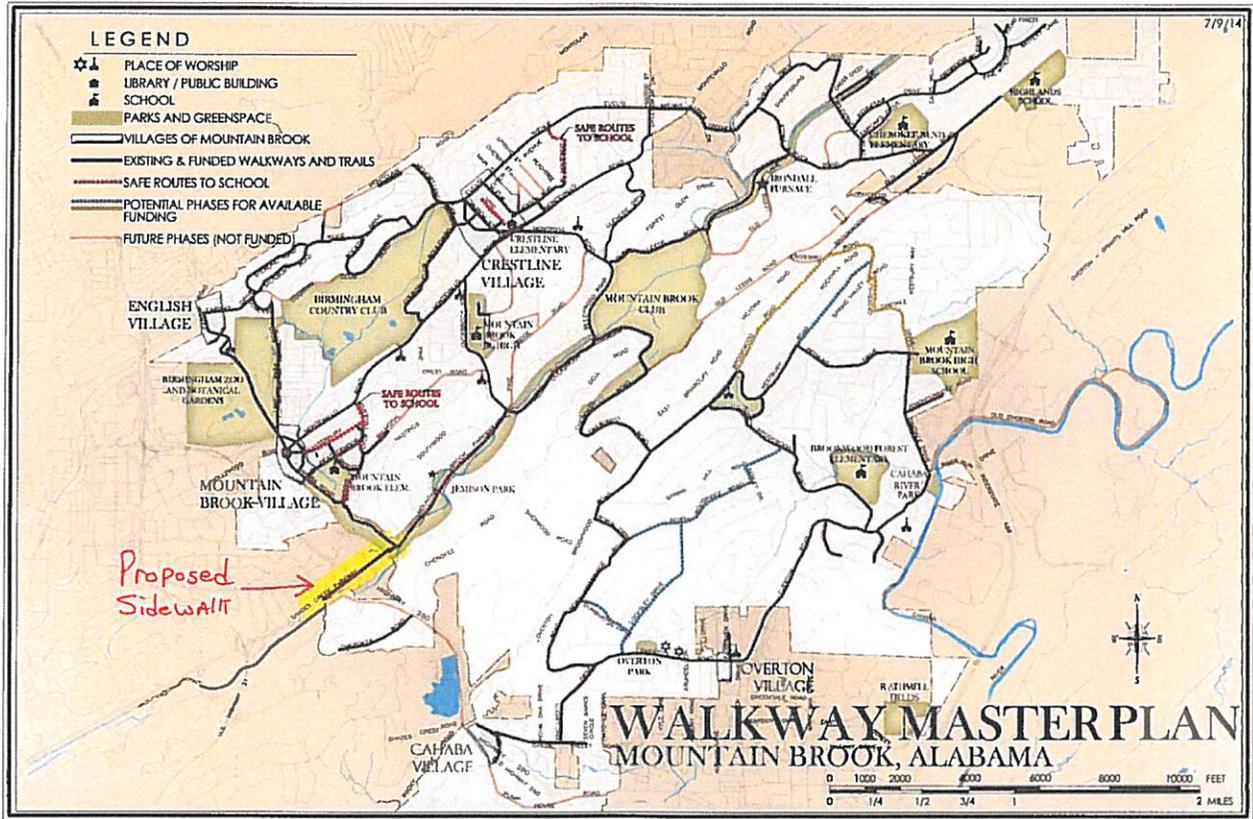
Sincerely,

Roger D. Morse
Design Manager

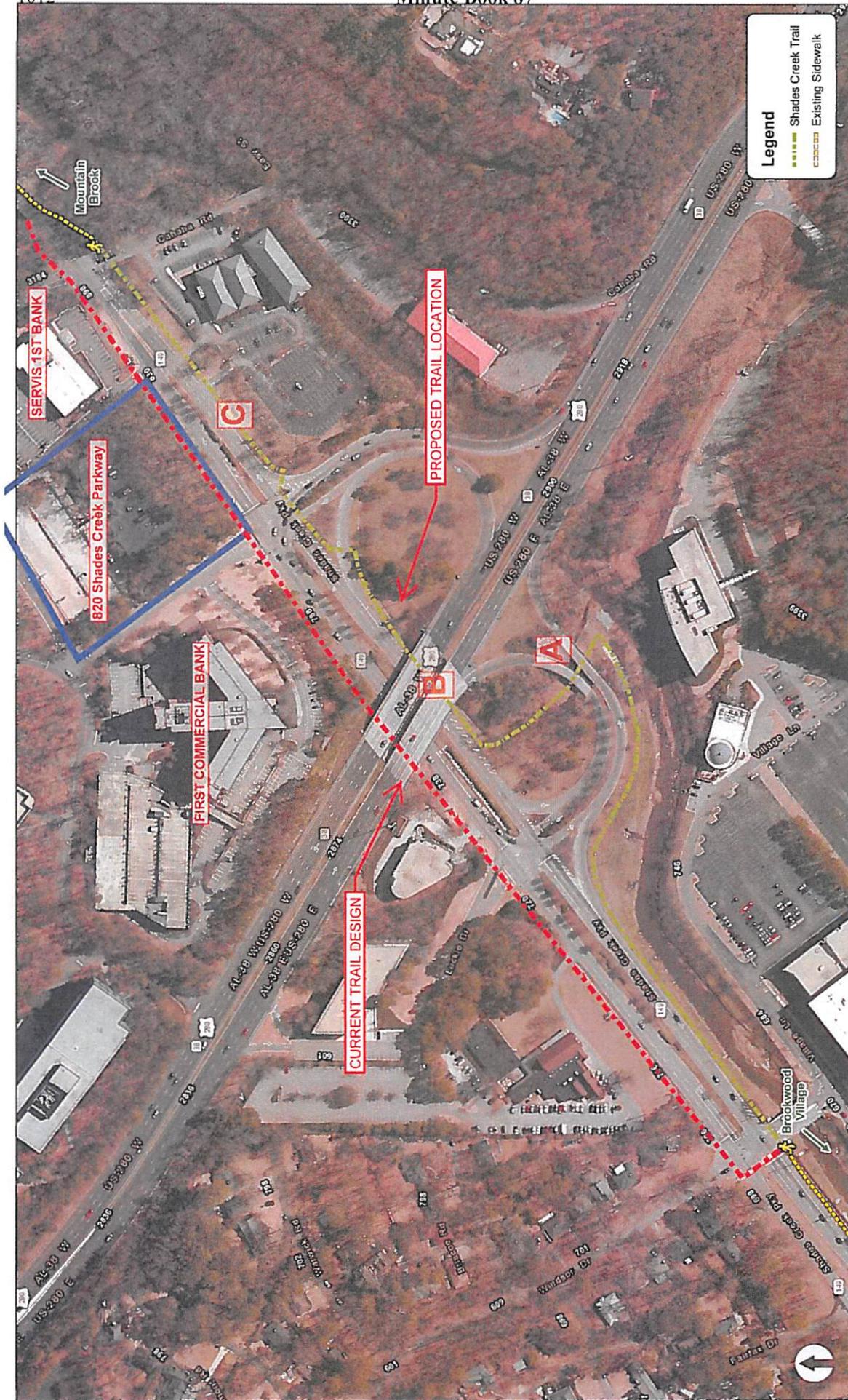
cc: Billy Harbert
Jane Reed Ross
Keith Strickland

820 Shades Creek Parkway Suite 3000 Post Office Box 531390 (35253) Birmingham, Alabama 35209

PHONE 205-802-2800 FAX 205-802-2801



APPENDIX I

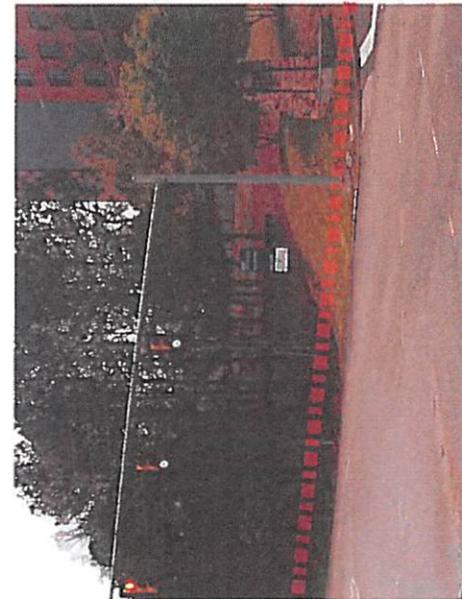
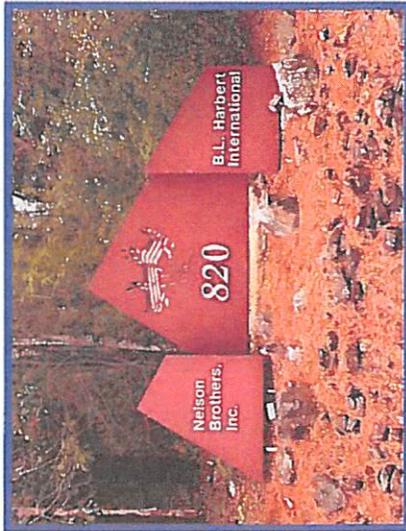


1 inch = 180 feet
 0 100 200 400 Feet

Shades Creek Pkwy & US Hwy 280
 City of Homewood & City of Mountain Brook

APPENDIX I

**CURRENT TRAIL DESIGN
(NORTH OF SHADES CREEK PARKWAY)**



FIRST COMMERCIAL BANK



820 SHADES CREEK PARKWAY



Servis 1st Bank

**PROPOSED TRAIL LOCATION DESIGN
(SOUTH OF SHADES CREEK PARKWAY)**



VIEW 'A'

LOOKING SOUTH BENEATH HWY 280 ENTRANCE RAMP



VIEW 'B'

LOOKING EAST BENEATH HWY 280 OVERPASS



VIEW 'C'

LOOKING EAST TOWARDS CAHABA ROAD

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA
MARCH 28, 2016**

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 28th day of March, 2016. 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
Lawrence T. Oden, Mayor

Absent: Alice B. Womack

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. RECOGNITION OF DEPARTMENTAL EMPLOYEES OF THE YEAR

The following departmental "Employee(s) of the Year" were recognized:

- Kevin Wilson – Fire
- Ashley Eason (civilian) – Police
- Drew Moore – Police
- Latorya Mines – Parks and Recreation
- Rodney Wood – Public Works

2. CONSENT AGENDA

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

Approval of the minutes of the March 14, 2016 regular meeting of the City Council.

2016-037	Declare certain property surplus and authorizing it sale at public Internet auction	Exhibit 1
2016-038	Authorize the execution of a contract between the City and Jefferson County Commission for the City's rental of voting machines and related equipment and other election services with respect to the August 23, 2016 municipal election	Exhibit 2, Appendix 1
2016-039	Authorize the execution of an agreement with the Birmingham-Jefferson County Transit Authority (MAX) for their provision of public transportation services in the City for fiscal year ending September 30, 2017	Exhibit 3, Appendix 2

- | | | |
|-----------------|--|--------------------------|
| 2016-040 | Authorize the execution of an agreement for utility between the City and Alabama Department of Transportation in conjunction with Project CMAQ-NR13(908), a utility project for sidewalks along Brookwood Road, Crosshill Road and Oakdale Drive, Phase 9, (Project Reference No. 100065353) | Appendix 3 |
| 2016-041 | Approve the conditional service use application submitted by Emma Suttles to allow Pilates and spinning classes at 2419 Canterbury Road, subject to the class sizes and times be limited to that presented by the applicant in conjunction with the conditional use request | Exhibit 4,
Appendix 4 |
| 2016-042 | Authorize the creation of one (1) additional Senior Arborist position (Class no. 8267, Grade 18, Steps 2—8) for the Public Works Department to be filled at the discretion of the City Manager in accordance with the “Rules and Regulations” of the Personnel Board of Jefferson County | Exhibit 5,
Appendix 5 |
| 2016-043 | Authorize the execution of a 3-party agreement between the Lee H. Riley and Kristen O. Riley (“homeowners”), Jefferson County, Alabama, and the City of Mountain Brook with respect to maintenance of sewer line and retaining wall for the property located at 2941 Balmoral Road in Mountain Brook | Exhibit 6,
Appendix 6 |

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

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

Nays: None

Council President Smith thereupon declared that said Council minutes and resolutions (Nos. 2016-037 through 2016-043) are adopted by a vote of 4—0 and as evidence thereof she signed the same.

3. CONSIDERATION: ORDINANCE (NO. 1950) RE-ESTABLISHING VOTING DISTRICTS AND ASSIGNING POLLING LOCATIONS WITHIN THE CORPORATE LIMITS OF THE CITY OF MOUNTAIN BROOK WITH RESPECT TO THE 2016 [AND FUTURE] MUNICIPAL GENERAL, SPECIAL, AND RUN-OFF ELECTIONS (EXHIBIT 7, APPENDIX 7)

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 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

Nays: None

The Council President Smith declared the motion carried by a vote of 4—0.

After said ordinance had been considered in full by the Council, Council President Pro Tempore Pritchard then moved for the adoption of said ordinance. The motion was seconded by Council member 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

Nays: None

The Council President Smith declared that the said ordinance (No. 1950) is hereby adopted by a vote of 4—0 and, as evidence thereof, she signed the same.

4. 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, April 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.

5. ADJOURNMENT

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

6. 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 March 28, 2016, 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. 2016-037

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
1.00		Stihl Blowers	Public Works
1.01		BR 550 #271666093	
1.02		BR 500 #283746989	
1.03		BR550	
1.04		BR420C	
1.05		PB-260L	
1.06		BR-420	
1.07		BR-420 #ST8645	
1.08		BR-340 #251489327	
1.09		BG-55 #282808929	
1.10		BG-55 #279346934	
1.11		BR-550 #275204460	
1.12		BR420C #251486825	
2.00		Stihl Weed Eaters	Public Works
2.01		FS250R #289549894	
2.02		FS250R #281795793	
2.03		FS250R #289549896	
2.04		FS250R #	
2.05		FS250R #2655698	
2.06		FS250R #289549898	
2.07		FS250R #289549897	
2.08		FS250R #1191	
2.09		FS250R #	
2.10		FS250R #28179580	
2.11		FS250R #271856974	
2.12		FS250R #256935149	
2.13		FS250R #	
2.14		FS250R #257041807	
2.15		FS250R #271855966	
2.16		FS250R #28989317	
2.17		FS250R #290102448	
2.18		FS250R #289893319	
3.00		Stihl Pole Trimmers	
3.01		HL100 #290332339	
3.02		HL100 #280169257	
3.03		HL100 #292438103	
3.04		HL100 #286638971	
3.05		HL100 #287152335	
3.06		HL100 #289738465	
3.07		HL100 #282195356	
3.08		HL100 #290332344	
3.09		HL100 #285408167	
3.10		HL100 #276050140	
3.11		HL100 #276050564	
3.12		HS80 #263138764	
3.13		HS81T #268551781	
4.00		Stihl Concrete Saws	Public Works
4.01		TS460	
4.02		TS460	
4.03		TS800	
4.04		TS760	
5.00		Husqvarna Chainsaws	Public Works
5.01		450 #7HVXS.0505AA	

Item	Asset	Description	Notes
5.02		450 # HQ1534	
5.03		372XP #4HVXS.0715AA	
5.04		575XP #4HXS.0715AA	
5.05		455 RANCHER BHVXS.0525EA	
5.06		353 #4HVXS.0525EA	
5.07		288XP #HQ1915	
5.08		K950 #07 3900001	
6.00		Poulan Chainsaws	
6.01		655 #95003H	
6.02		655 #95158H04539	
6.03		655 #P01818	
7.00		Stihl Polesaw	
7.01		HT101 #276206046	
8.00		Pressure Washer	Public Works
8.01		Aqua stripper, Model 11300HE	
9.00		Honda Pushmower #mzcg6635220	
9.01		Husqvarna 3 in 1 327LD #132600178	
10.00		Billy Goat Vac #90605064	
12.00		9 Husqvarna chainsaws, parts missing, different sizes used for parts	Public Works
13.00		3 Stihl blowers, parts missing	
14.00		3 pallets of 3 bulb fluorescent lights left from PW building construction (57) lights	
15.00		2 Stihl rescue saws, parts missing	
16.00		5 newspaper\ magazine stands	
16.01		4 ea. 3 bay wide, 2 tall	
16.02		1 ea. 2 bay wide, 2 tall	
17.00	Asset ID 13039	2004 Sterlin L 7500 sewer truck (VIN 2FZAATDC04AM62546)	P. O. 6543

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 (items 1.00 through 16.02 above) 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.

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Manager is hereby authorized to trade the sewer truck (item 17.00 above) in consideration of \$45,000 trade allowance in conjunction with the City's purchase of a 2016 Kenworth/Vactor 2103 sewer combination unit (re: P. O. 6543).

EXHIBIT 2

RESOLUTION NO. 2016-038

BE IT RESOLVED by the City Council of the City of Mountain Brook that the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to enter into a contract, in the form as attached hereto as Exhibit A, with the Jefferson County Commission for election services in conjunction with the City's August 23, 2016 general municipal election and October 4, 2016 run-off election, if necessary.

APPENDIX 1

EXHIBIT 3**RESOLUTION NO. 2016-039**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the execution the Birmingham-Jefferson County Transit Authority (MAX) fiscal 2017 Transit Service Agreement, in the form as attached hereto as Exhibit A.

APPENDIX 2

EXHIBIT 4**RESOLUTION NO. 2016-041**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby approves the conditional service use application submitted by Emma Suttles to allow Pilates and spinning classes at 2419 Canterbury Road, subject to the following condition:

- That class sizes and times be limited to that presented by the applicant in conjunction with the conditional use request (see Exhibit A attached hereto).

APPENDIX 4

EXHIBIT 5**RESOLUTION NO. 2016-042**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the creation of one (1) additional Senior Arborist position (Class no. 8267, Grade 18, Steps 2–8) for the Public Works Department to be filled at the discretion of the City Manager in accordance with the “Rules and Regulations” of the Personnel Board of Jefferson County.

APPENDIX 5

EXHIBIT 6**RESOLUTION NO. 2016-043**

BE IT RESOLVED by the City Council of the City of Mountain Brook that the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to enter into a 3-party agreement, in the form as attached hereto as Exhibit A, between the Lee H. Riley and Kristen O. Riley (“homeowners”), Jefferson County, Alabama, and the City of Mountain Brook with respect to maintenance of sewer line and retaining wall for the property located at 2941 Balmoral Road in Mountain Brook.

APPENDIX 6

EXHIBIT 7

ORDINANCE NO. 1950

**AN ORDINANCE RE-AFFIRMING VOTING DISTRICTS
PREVIOUSLY ESTABLISHED UPON THE ADOPTION OF ORDINANCE NO. 1624,
ASSIGNING POLLING LOCATIONS, AND PERMANENTLY RELOCATING ONE POLLING
LOCATION WITHIN THE CORPORATE LIMITS OF THE CITY OF MOUNTAIN BROOK FOR
CONVENIENCE AND SAFETY CONSIDERATIONS WITH RESPECT TO
ALL MUNICIPAL (GENERAL, RUN-OFF, AND SPECIAL) ELECTIONS
EFFECTIVE AUGUST 23, 2016**

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

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

Polling District	<u>No.</u>	<u>Polling Location</u>	
	1	St. Luke's Episcopal Church (Precinct 46, Box 8) 3736 Montrose Road Mountain Brook, AL 35213	(No Change)
	2	Mountain Brook City Hall (Precinct 46, Box 9) 56 Church Street Mountain Brook, AL 35213	(No Change)
	3	Brookwood Baptist Church (Precinct 48, Box 6) 3449 Overton Road Mountain Brook, AL 35223	(No Change)
	4	Mountain Brook Community Church (Precinct 48, Box 4) (Formerly Mountain 3001 U. S. Highway 280 Mountain Brook, AL 35243 [smart phone mapping location] 4428 Cahaba River Road Birmingham, AL 35243	Brook Fire Station No. 2 located at 3785 Locksley Drive, 35223)
	5	Mountain Brook Elementary School (Precinct 46, Box 7) 3020 Cambridge Road Mountain Brook, AL 35223	(No Change)
	6	Cherokee Bend Elementary School (Precinct 45, Box 2) 4400 Fair Oaks Drive Mountain Brook, AL 35223	(No Change)

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

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

Section 4. Effective Date. This ordinance shall become effective upon adoption and publication as provided by law and shall commence with the August 23, 2016 general municipal election and all future municipal elections thereafter.

APPENDIX 7

STATE OF ALABAMA
JEFFERSON COUNTY

2016-038



MUNICIPAL ELECTION SERVICES AGREEMENT

THIS AGREEMENT entered into this March 28, 2016, by and between Jefferson County Commission, political subdivision of the State of Alabama (hereinafter called "the County"), and the City of Mountain Brook, (hereinafter called "the City").

WHEREAS, the City's Municipal election will occur on August 23, 2016, and, if required, a runoff election will occur on October 4, 2016; and

WHEREAS, the City desires to purchase certain election services from the County;

NOW, THEREFORE IN CONSIDERATION OF THE ABOVE AND THE BELOW the parties hereto do mutually agree as follows:

SCOPE OF SERVICES: The Scope of this agreement is for County's General Services Department-Elections Division to provide election services for the above specified election which may include requested equipment and services as follows: ES&S DS-220 ballot tabulators, ES&S AUTOMARKS (voter assist terminals, for handicap voters), electronic ePollbooks (laptops for Election Day voter registration verification), voter privacy booths, tables, chairs, exterior "vote here" signage. Election services also includes ballot design and layout, equipment coding, assistance with equipment logic and accuracy testing, ePollbook data downloads, equipment delivery/pickup and Election Day support for the provided equipment. City is responsible for ballot proofing accuracy and authorization.

EXCLUSIONS: Ballot printing services and Election Day supplies are not included in this agreement. City shall make separate provisions for ballot printing and Election Day supplies.

MUNICIPAL ELECTIONS: The specified elections equipment may be used to conduct Municipal elections for cities which lie within the legal jurisdiction of Jefferson County Alabama.

EQUIPMENT: The County agrees to provide the following equipment for the above listed Municipal Election:

DS200 Tabulators	450.00	each	7	\$3,150.00
AUTOMARKS	450.00	each	6	2,700.00
Equipment Delivery	220.00	per precinct	6	1,320.00
ePollbook Laptops	100.00	each	6	600.00
Voter List - Posting/Pub	11.00	per 1000 Names*	15	165.00
Voter List - CD	11.00	per 1000 Names* + \$45	15	210.00
Tables (MSE 2, All Others 4)	0.00	each	22	0.00
Chairs	0.00	each	0	0.00
Privacy Booths	0.00	each	12	0.00
"Vote Here" Signage	0.00	each	6	0.00
Table top sign-INTAB	0.00	each	6	0.00
* Rounded up			GRAND TOTAL	\$8,145.00

DELIVERY AND PICKUP OF EQUIPMENT: County has entered into a third party contractual agreement for delivery/pickup services of election equipment. The City clerk shall be responsible for coordination with the provider's site contact person for the equipment deliveries/pickups.

***In addition to the delivery base rate listed above, the County will be reimbursed by the City an additional \$175.00 per each site for redelivery if the equipment cannot be delivered on the scheduled delivery date and time due to the fault of the City.*

STATE OF ALABAMA
JEFFERSON COUNTY



INSPECTION: The County and the City shall jointly inspect each piece of equipment and note the condition of each item prior to the release of equipment to the City and again immediately upon return of the equipment to the County. The equipment shall be returned in the same condition it was in at the time of release. City shall be responsible for all repair or replacement cost for damaged equipment!

TERM OF AGREEMENT: The term of this agreement is through the date of the election listed above or runoff election if applicable.

COMPENSATION: Payment shall be made to "Jefferson County Commission" to the below address under "Notices". Equipment will not be delivered without payment to the County in advance of equipment delivery.

RUNOFF ELECTION: City shall contact the General Services Chief of Elections, to give notification of the status of a pending runoff election. City shall submit the completed Runoff Election form (Attachment A) selecting the equipment and quantity of each to the Chief of Elections along with the payment for the runoff election.

NOTICES and PAYMENTS: All notices, payments and other communications required or permitted to be given under this agreement shall be in writing and shall be deemed duly given if delivered personally in hand or sent via certified mail and addressed to the appropriate party at the following addresses:

COUNTY: Jefferson County General Services Department
Election Division, Chief of Elections-Room 1
716 Richard Arrington Jr. Blvd. N
Birmingham, Alabama 35203
Phone 205-849-2391

CITY CLERK: Steven Boone
City of Mountain Brook
55 Church Street
Mountain Brook, AL 35213
O: 205-802-3825, M: 205-937-5662
boones@mtbrook.org

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals or caused these presents to be executed by their duly authorized representative.

Steven Boone _____
City Clerk
Signature, City Clerk
Date
3/28/2016

Laverance T. Oden _____
Mayor
Signature, Mayor
Date

Jamisa A. Stephens _____
Commission President
Signature, Commission President
Date

APPENDIX 1

STATE OF ALABAMA
JEFFERSON COUNTY



ATTACHMENT A

RUNOFF ELECTION REQUEST FORM

In the event that the City has a runoff election and the City requests election services from the County, the City Clerk shall contact the Jefferson County Chief of Elections at the address/phone listed below and coordinate submission of the requested equipment and services;

Jefferson County General Services Department
Election Division, Chief of Elections- Room1
716 Richard Arrington Jr. Blvd N
Birmingham, Alabama 35203
Phone 205-849-2391

City: Mountain Brook

Date of the Runoff election: October 4, 2016

Equipment Selection				
DS200 Tabulators	450.00	each	7	\$3,150.00
AUTOMARKS	450.00	each	6	2,700.00
Equipment Delivery	220.00	per precinct	6	1,320.00
ePollbook Laptops	100.00	each	6	600.00
Voter List - Posting/Pub	11.00	per 1000 Names*	15	165.00
Voter List - CD	11.00	per 1000 Names* + \$45	15	210.00
Tables	0.00	each	22	0.00
Chairs	0.00	each	0	0.00
Privacy Booths	0.00	each	12	0.00
"Vote Here" Signage	0.00	each	6	0.00
Table top sign-INTAB	0.00	each	6	0.00
* Rounded up			GRAND TOTAL	\$8,145.00

**City shall include payment for services with this attachment in order for the services to be provided by the County.*

Steven Boone _____
City Clerk
Signature, City Clerk
Date
3/28/2016



Interim Executive Director
Barbara Murdock

Board Chairperson
Dr. Patrick L. Sellers

BIRMINGHAM-JEFFERSON COUNTY TRANSIT AUTHORITY
2121 Reverend Abraham Woods Jr. Blvd. ♦ Suite 500 ♦ Post Office Box 10212
Birmingham, Alabama 35202-0212
Phone (205) 521-0161 ♦ Fax (205) 292-7633 ♦ www.bjcta.org

March 8, 2016

The Honorable Lawrence Terry Oden, Mayor
City of Mountain Brook
56 Church Street
Mountain Brook, AL 35213

Dear Mayor Oden:

RE: Fiscal Year 2017 Service Hours

This letter is to ensure that the Birmingham-Jefferson County Transit Authority (BJA-MAX Transit) and your municipality are in compliance with its legislative mandate. In accordance with Act No 2013-350, Section 26 of the Alabama Legislature, which reads:

"On or prior to the beginning of the seventh month before the start of each fiscal year, the principal municipality and each municipality located in the authorizing county which desires to be served by the authority during the forthcoming fiscal year shall file a written request with the authority for the service, which request shall set forth the routes and frequency of service requested."

The Birmingham-Jefferson County Transit Authority is requesting your written submission for the level of transit services, you would like MAX Transit to provide during fiscal year 2017. Fiscal Year 2017 begins October 1, 2016, through September 30, 2017.

In Fiscal Year 2016, your service hours are 1,661.30. We are attaching the routes that currently serve your municipality. Our planning staff will be contacting you, regarding a meeting to discuss current and proposed transit services.

Please advise us, in writing, of your request for fiscal year 2017 no later than April 8, 2016, even if your transit services levels will remain the same.

Please do not hesitate to contact me of any further questions and/or concerns.

Ms. Barbara Murdock
Interim Executive Director

CC: Chairman Patrick Sellers (Jefferson County MAX Board Representative)
Enclosures: Mountain Brook Routes



50 HERMITAGE

Effective February 1, 2015

- Locations Served:**
- Downtown Birmingham
 - UAB
 - Kirklin Clinic
 - Erskine Ramsey Park
 - Downtown Mountain Brook
 - Publix
 - Hwy 280

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

How to read this Bus Schedule

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

All times listed may vary with weather and traffic conditions.

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

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

PUBLIC INFORMATION DEPARTMENT (205) 521-0101
Information Hours: 8:00 am - 9:00 pm, Monday-Saturday
Lobby Hours: 8:00 am - 3:00 pm, Monday-Saturday

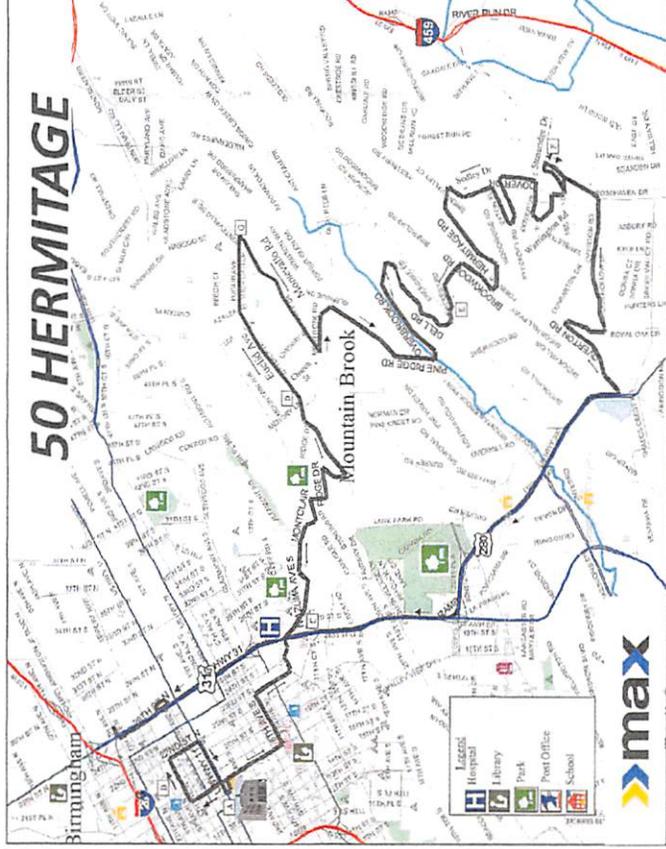
WEEKDAY OUTBOUND					
A	B	C	D	E	F
Central Station	N. Lechler & Hwy 195	Highland Ave & 102 nd St	Church & Euclid	Overcrest & Cherokee	Overridge & Overton
7:53	7:56	8:11	8:21	8:41	9:05

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

PM times are in bold.

2016-039

APPENDIX 2



FARES & PASSES	
Drivers do not carry change. Please have exact fare or a pass.	
Adult (free user)	1.25
Children 5-11	FREE
Children 0-4	.30
Seniors 62 and over and valid Medicare card holders	.60
DART Service	.35
DART Service (Springs)	.30
All Day Pass	3.00
Half Day Pass	1.50
Half fare Pass (Seniors, students, disabled)	1.50
Students 11 through 12th grades (w/ ID card)	.30
Adult Monthly/Pass	44.00
Student Monthly Pass (Sept-May)	25.00
Student Monthly Summer Pass (June-Aug)	12.00
Access Pass Monthly (Transfer or parent's ID or other)	21.00
UPass Monthly (College students with ID)	36.00

Senior citizens that are 62+, persons with disabilities, and Medicare card holders ride for half fare.

Please observe these regulations while on the bus:

- Please be courteous and behave properly.
- Front seats are reserved for the elderly & disabled.
- Never extend arms or other objects out of windows.
- Use handrails and remain seated while the bus is in motion.
- Eating and smoking are not allowed.
- Rides with hearing devices (earplugs, hearing aids) are allowed.
- Foul, obscene language and disruptive behavior will not be tolerated.

APPENDIX 2

50 CHEROKEE BEND

Effective February 1, 2015

Locations Served:
 Downtown Birmingham
 UAB
 Kirklin Clinic
 Downtown Mountain Brook
 Mtn. Brook Country Club
 Hwy 280

FOR INFORMATION CALL: 521-0001
 OR VISIT OUR WEBSITE: www.bjcd.org

How to read this Bus Schedule

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

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

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

PUBLIC INFORMATION DEPARTMENT (205) 512-0202
 Hours: 8:00 am - 4:00 pm, Monday-Saturday
 Daily 9:00 am - 3:00 pm, Sunday-Saturday

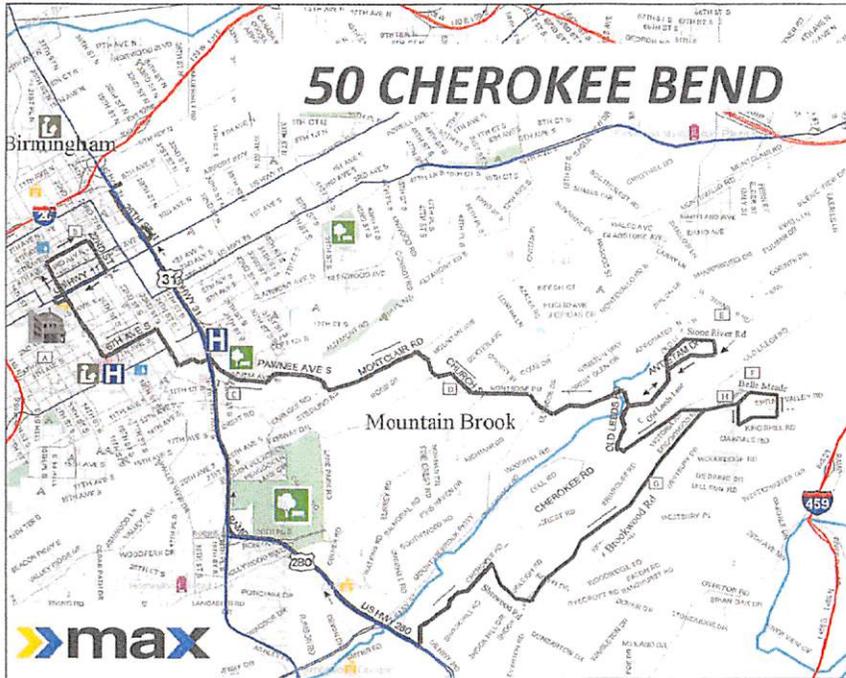
WEEKDAY OUTBOUND

A	Central Station	8:05
B	5th Ave N & 19th St N	8:08
C	Highland Ave & 26th St	8:15
D	Church & Euclid	8:20
E	Old Leeds Ln & Stoneriver	8:30
F	Belle Meade & Rockhill	8:55

WEEKDAY INBOUND

G	Brookwood & Westbury	2:48
H	Crosshill Rd & Rockhill Rd	2:51
I	Old Leeds Ln & Stoneriver	3:00
J	Church & Euclid	3:23
K	Highland Ave & 26th St	3:30
L	Central Station	3:46

PM times are in bold.



FARES & PASSES	
Drivers do not carry change. Please have exact fare or a pass.	
Adult (one way)	1.25
Children 0-5	FREE
Children 6-11	.50
Seniors 62 and over and valid Medicare card holders	.60
DART Service	.25
DART Service (Senior)	.10
All Day Pass	3.00
Two Hour Pass	1.50
Half Fare Pass (Seniors, students, disabled)	1.50
Student 1st through 12th grades (w/ ID card)	.50
Adult Monthly Pass	44.00
Student Monthly Pass (Sept-May)	25.00
Student Monthly Summer Pass (June-Aug)	12.00
Access Pass Monthly (Medicare or Seniors 62 or Older)	21.00
U-Pass Monthly (College Students with ID)	36.00

Senior citizens that are 62+, persons with disabilities, and Medicare card holders ride for half fare

Please observe these regulations while on the bus:

- Please let others exit before boarding.
- Front seats are reserved for the elderly & disabled.
- Never extend arms or other objects out of window.
- Use handrails and remain seated while the bus is in motion.
- Eating and smoking are not allowed.
- Devices with listening devices (earplugs, headphones) are allowed.
- Foul, obscene language and disruptive behavior will not be tolerated.

APPENDIX 2

WEEKDAY OUTBOUND							
A	B	C	D	E	F	G	H
Central Station	6th Ave N & 19th St	English Village	Mtn. Brook Cahaba & Montevallo	Overhill & Canterbury	Overton & Locksley	Caldwell Mill Road	Overton & Hwy 280
8:07	8:10	8:31	8:34	8:38	8:55	9:05	9:16

WEEKDAY INBOUND								
A	B	C	D	E	F	G	H	I
Central Station	6th Ave N & 19th St	Caldwell Mill Road	Green Valley & Royal Oaks	Overton & Locksley	Overhill & Canterbury	Mtn. Brook Cahaba & Montevallo	English Village	Central Station
2:27	2:30	2:50	2:54	3:02	3:17	3:22	3:25	3:57

PM times are in bold.

How to read this Bus Schedule

- To follow a bus trip you read across the page, left to right.
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MAX will not provide service on the following holidays:

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

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

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

PUBLIC INFORMATION DEPARTMENT (205) 521-0161
 Information Hours: 8:00 am - 3:00 pm, Monday-Saturday
 Lobby Hours: 8:00 am - 9:00 pm, Monday-Saturday



51 CAHABA

Effective February 1, 2015

Locations Served:

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

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

RESOLUTION NUMBER 2016-040

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

1. That the City enters into an Agreement with the State of Alabama, acting by and through the Alabama Department of Transportation for:

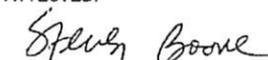
Project CMAQ-NR13(908), Project Reference Number 100065353, a utility project for sidewalks along Brookwood Road, Crosshill Road and Oakdale Drive (Phase 9) in the City of Mountain Brook, Alabama; which Agreement is before this Council;

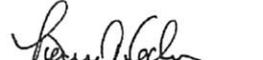
2. That the Agreement be executed in the name of the City, by its Mayor, for and in its behalf and that it be attested by the City Clerk and the seal of the City affixed thereto;

BE IT FURTHER RESOLVED that upon the completion of the execution of the Agreement by all parties, that a copy of such Agreement be kept on file by the City Clerk.

Passed, adopted and approved this 28th day of March, 2016.

ATTESTED:


City Clerk


Mayor

I, the undersigned qualified and acting City Clerk of the City of Mountain Brook, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution passed and adopted by the City Council of the City named therein, at a regular meeting of such Council held on the 28th day of March, 2016 and that such resolution is on file in the City Clerk's Office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this 28th day of March, 2016.


City Clerk

2016-040

AGREEMENT
FOR
UTILITY

BETWEEN THE STATE OF ALABAMA
AND
THE CITY OF MOUNTAIN BROOK, ALABAMA

Project CMAQ-NR13(908)
A utility project for sidewalks along Brookwood Road,
Crosshill Road and Oakdale Drive (Phase 9)
Jefferson County
Project Reference Number: 100065353

THIS AGREEMENT is made and entered into by and between the State of Alabama, acting by and through the Alabama Department of Transportation, hereinafter referred to as STATE; and the City of Mountain Brook, Alabama, hereinafter referred to as CITY, in cooperation with the United States Department of Transportation, Federal Highway Administration, hereinafter referred to as the FHWA; and

WHEREAS, a Transportation Improvement Program has been developed for the Birmingham urbanized area and certain transportation improvements and priorities are listed therein; and

WHEREAS, it is in the public interest for the STATE and the CITY to cooperate toward the implementation of the Transportation Improvement Program; and

WHEREAS, the STATE and the CITY desire to cooperate in a utility program for sidewalks along Brookwood Road, Crosshill Road and Oakdale Drive (Phase 9) in the City of Mountain Brook, Alabama.

NOW, THEREFORE, the parties hereto, for, and in consideration of the premises stated herein do hereby mutually promise, stipulate, and agree as follows:

- 1) This Agreement will cover utilities for the proposed project, all in accordance with plans approved by the STATE. The East Central Region of the Alabama Department of Transportation will be the lead agency for the STATE relative to the work under this agreement and will be the point of contact for the CITY.
- 2) The project will be administered by the STATE and all cost will be financed, when eligible for Federal participation, on the basis of 80 percent Federal funds and 20 percent CITY funds. The estimated cost and participation by the various parties is as follows:

2016-040

Minute Book 87

1028

APPENDIX 3

	<u>Total Estimated Cost</u>	<u>Total Estimated Federal Funds</u>	<u>Total Estimated Local Funds</u>
Utilities	<u>\$242,400.00</u>	<u>\$193,920.00</u>	<u>\$48,480.00</u>
Total	<u>\$242,400.00</u>	<u>\$193,920.00</u>	<u>\$48,480.00</u>

It is understood that the above is an estimate only, and in the event the final cost exceeds the estimate, the CITY will be responsible for its proportional share. It is expressly understood by both parties of this Agreement that all Federal funds will be Congestion Management Air Quality (CMAQ) program funds, attributable to the Birmingham Area.

- 3) Any cost for work not eligible for Federal participation will be financed 100 percent by the CITY, which payment will be reflected in the final audit.
- 4) The project will commence upon execution of this agreement and upon written authorization to proceed from the STATE directed to the CITY.
- 5) It is expressly understood that this is a cost reimbursement program and no federal funds will be provided to the CITY prior to accomplishment of work.
- 6) The CITY will coordinate required adjustment to utilities with the utility company involved in accordance with usual STATE procedures. Any utility expenses involved which are eligible for STATE reimbursement or payment under state law will be considered as part of the project cost and will be paid as provided herein, with the CITY paying its proportional share. The STATE will not be liable for utility expenses which are not eligible for STATE reimbursement under state law.
- 7) The CITY may invoice the STATE not more than once per month for funds due for work performed under this agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, and unpaid. The invoice will be notarized. All invoices will be approved by the STATE.
- 8) Invoices for any work performed by the CITY under the terms of this agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE for the work. Any invoices submitted after this twelve-month period will not be eligible for payment.
- 9) The project will commence upon execution of this agreement and upon written authorization to proceed from the STATE directed to the CITY.
- 10) It is expressly understood that this is a cost reimbursement program and no federal funds will be provided to the CITY prior to accomplishment of work for which reimbursement is requested.

- 11) Upon completion and acceptance of the work by the STATE, the CITY will assume full responsibility for maintenance of that part of the improvements which are not part of the Alabama Highway Maintenance System.
- 12) The CITY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to the rights and responsibilities under this Agreement, without the prior written approval of the STATE.
- 13) A final audit will be made of all project records after the completion of the project and a copy will be furnished to the Department of Examiners of Public Accounts, in accordance with ACT 1994, No.94-414. A final financial settlement will be made between the parties as reflected by the final audit and this Agreement.
- 14) The performance of the work covered by this Agreement will be in accordance with the current requirements of the STATE and FHWA.
- 15) The STATE will assist the CITY, if necessary, in any public involvement actions that may be required.
- 16) Each party will provide without cost to the other, information available from its records that will facilitate the performance of the work.
- 17) Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the City shall indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the City, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the City pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the City its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the City, its agents, servants, representatives or employees, or anyone for whose acts the City may be liable.
- 18) By entering into this agreement, the CITY is not an agent of the STATE, its officers, employees, agents or assigns. The CITY is an independent entity from the STATE and nothing in this Agreement creates an agency relationship between the parties.

- 19)Retention of Records: The CITY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any of said materials at all reasonable times during said period.
- 20)Any dispute concerning a question of fact in connection with the work not disposed of by this Agreement between the CITY and the STATE will be referred to the director of the State of Alabama Department of Transportation, whose decision will be final.
- 21)The terms of this Agreement may be modified by supplemental agreement duly executed by the parties hereto.
- 22)Either party has the right to terminate this Agreement at any time by giving thirty (30) days written notice of termination. Said notice will be mailed by certified or registered mail.
- 23)By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment of continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- 24)Exhibits M and N are hereby attached to and made a part of this Agreement.
- 25)7/24th Law: Nothing shall be construed under the terms of this Agreement by the CITY or the STATE that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be executed by those officers, officials and persons thereunto duly authorized, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of the approval of the Governor of Alabama.

SEAL

ATTEST

THE CITY OF MOUNTAIN BROOK, ALABAMA

BY: Steven Boone
City Clerk (Signature)

BY: Lawrence T. Odon
Mayor (Signature)

Steven Boone
Type name of City Clerk

Lawrence T. Odon
Type name of Mayor

THIS AGREEMENT HAS BEEN LEGALLY REVIEWED AND APPROVED AS TO FORM AND CONTENT.

BY: _____
Jim R. Ippolito, Jr.
Chief Counsel
Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

DeJarvis Leonard, P.E.
East Central Region Engineer

Robert J. Jilla
Multimodal Transportation Engineer

Don T. Arkle, P.E.
Chief Engineer

STATE OF ALABAMA
ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF
TRANSPORTATION

John R. Cooper, Transportation Director

The foregoing Agreement is hereby executed in the name of the State of Alabama and signed by the Governor on this _____ day of _____, 20____.

Robert Bentley
Governor, State of Alabama

CONTRACT EXHIBITS FOR LOCAL GOV.,
PRIV. UNIV. & COLLEGE

CONSULTANT 3/19/90
REVISED 7/18/90
REVISED 6/16/11

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

CONTRACT EXHIBITS FOR LOCAL GOV.,
PRIV. UNIV. & COLLEGE

CONSULTANT 2/15/95
REVISED 5/30/02
REVISED 6/16/11

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to consider using appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CONSULTANT, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CONSULTANT agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.



Robert Bentley
GOVERNOR

**ALABAMA
DEPARTMENT OF TRANSPORTATION**

EAST CENTRAL REGION
100 CORPORATE PARKWAY
SUITE 450
HOOVER, AL 35242
P.O. BOX 382348
BIRMINGHAM, AL 35238-2348
TELEPHONE: (205) 327-4962



John R. Cooper
TRANSPORTATION DIRECTOR

March 1, 2016

The Honorable Lawrence T. Oden
Mayor, City of Mountain Brook
P.O. Box 130009
Mountain Brook, Alabama 35213

RE: Jefferson County
Project No. CMAQ-NR13(908)
[Proj. Ref. No. 100065353]
A utility project for sidewalks along
Brookwood Road, Crosshill Road and
Oakdale Drive (Phase 9)

Dear Mayor Oden:

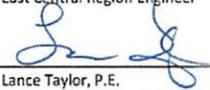
I have enclosed the original Utility Agreement between the State of Alabama and the City of Mountain Brook, Alabama for the above referenced project.

This agreement is submitted to the City for approval. After execution by the City Council, please return the original document, with original signatures and the City Seal affixed to this office for further handling. A certified resolution, which authorizes the Mayor to sign the agreement, affixed with the City Seal should also be included with the original agreement.

If I can supply you with any additional information or clarify any point contained herein, please feel free to contact me at your convenience.

Sincerely,

DeJarvis Leonard, P.E.
East Central Region Engineer

by: 
Lance Taylor, P.E.

Asst. Region Engineer, Pre-Construction

LAT/trs
Attachment

C: Mrs. Sandra F. P. Bonner
File w/att.

2016-040

MPOWER

MPOWER Fitness is interested in the retail space located at 2419 Canterbury Road, currently Mulberry Heights Antiques, and is seeking conditional use approval from Mountain Brook City Council. MPOWER is owned and will be operated by Emma Suttles.

MPOWER will focus on Reformer Pilates classes, but will also offer early morning and evening spin classes Monday-Friday. Each class is extremely small with only 10 available spaces. Realizing parking is at a premium in the area, the proposed class times illustrated in the below table are designed to avoid the peak operating hours of most neighboring businesses. When no classes are scheduled, the studio will be closed.

One of MPOWER's three core principles is giving back to our community. MPOWER is excited to provide a portion of proceeds from every class a student takes to local charities. MPOWER yourself. MPOWER the Community.

EXHIBIT A

Day of Week	Class Time	Type of Class	Maximum Attendance	Anticipated/Average Attendance	Number of Employees
Monday-Friday	6a	Pilates and Spin	20	12-16 students	3
Monday-Friday	7a	Pilates and Spin	20	12-16 students	3
Monday-Friday	8:30a	Pilates	10	6-8 students	2
Monday-Friday	9:30a	Pilates	10	6-8 students	2
Monday-Friday	Studio closed from 10:30a- 4:30p		0	0	0
Monday-Friday	4:30p	Pilates	10	6-8 students	2
Monday-Friday	5:30p	Pilates and Spin	20	12-16 students	3
Monday-Friday	6:30p	Pilates	10	6-8 students	2
Saturday	8a	Pilates	10	6-8 students	2
Saturday	9a	Pilates	10	6-8 students	2
Saturday	10a	Pilates	10	6-8 students	2
Saturday	11a	Pilates	10	6-8 students	2
Sunday	12:30p	Pilates	10	6-8 students	2
Sunday	1:30p	Pilates	10	6-8 students	2
Sunday	2:30p	Pilates	10	6-8 students	2

Contact Information:
 Emma Suttles
emsuttles@gmail.com
 213-258-7566



CITY OF MOUNTAIN BROOK
 Dana O. Hazen, AICP
 Director of Planning, Building & Sustainability
 56 Church Street
 Mountain Brook, Alabama 35213
 Telephone: 205/802-3821
 Fax: 205.879.6913
hazend@mtnbrook.org
www.mtnbrook.org

DATE: March 24, 2016
 TO: Mayor, City Council & City Manager
 FROM: Dana Hazen, City Planner
 RE: Conditional Use – MPOWER (Pilates)
 2419 Canterbury Road (currently Mulberry Heights Antiques)

The proposed conditional use is a pilates/spinning studio. The pilates method to be employed is reformer pilates, which utilizes large reformer equipment, and the spinning classes utilize stationary bicycles, both of which serve to limit class size.

The attached letter from the applicant details the proposed class schedule and number of instructors/students for each session. Classes will last 45-50 minutes, which will serve to alleviate some potential "stacking" of cars and clients as they exit and enter back-to-back sessions. The applicant has made a commendable attempt to conduct classes during non-business hours Mon-Fri; however some classes are offered on weekends that may compete with neighboring merchants for parking.



The applicant has been encouraged to contact the neighboring Canterbury merchants to let them know the details of the proposal.

For reference:
 Neighboring conditional use, Mountain Brook Yoga (2414 Canterbury Road), was approved by the council on April 27, 2015 with the following conditions:
Monday-Saturday
 Before 9 a.m. <= 25 clients
 Between 9:30 a.m. – 10:30 p.m. <= 15 clients
 Between 11 a.m. – 4 p.m. 1-2 private sessions
 Between 4 p.m. – 5 p.m. <= 15 clients
 After 5 p.m. <= 30 clients
Sunday
 <= 30 clients (30 minutes between classes)

2016-041

Minute Book 87

Sam Gaston

From: Ronald Vaughn
Sent: Thursday, March 24, 2016 1:17 PM
To: Sam Gaston
Subject: Fwd: Michael Gill Jr. Classification Upgrade Request
Attachments: Michael Gill .pdf, Proposed Organizational Chart 1.pdf

After reviewing the job description of the Senior Arborist it appears that Don Cafaro and Michael Gill Jr. both function as a Senior Arborist. The volume of tree calls/issues results in both employees almost always working independently with both reporting to their supervisor, Steven Gay. Both employees answer citizen calls and meet regularly with property owners concerning tree issues both on and off right of ways. Don and Michael both can and do operate trucks, chippers, knuckleboom trucks, and chain saws. Both employees also consult with utility companies and contract tree services. They both supervise small crews in tree trimming, planting, or removal. Both are certified arborist and hold herbicide applicator license.

Michael also handles most of the banner installs in the villages. For the past two years Michael has served as our liaison with Waste Management during leaf collection season and has done an excellent job in reducing the number of calls.

I am attaching the proposed organizational chart showing Michael and Don both reporting to Steven Gay.

Thanks again for your consideration.

Ronnie Vaughn
Public Works Director
City of Mountain Brook AL
3579 East Street
Birmingham , Alabama 35243
205.802.3865 Office
205.967.2631 Fax
vaughnr@mtnbrook.org

----- Forwarded message -----
From: **Ronald Vaughn** <vaughnr@mtnbrook.org>
Date: Wed, Mar 23, 2016 at 11:00 AM
Subject: Michael Gill Jr. Classification Upgrade Request
To: Sam Gaston <gastons@mtnbrook.org>

I would like to request that the Arborist position currently held by Michael Gill Jr. be upgraded to Senior Arborist. Mr. Gill has been employed with the city for seventeen years and is a very hard worker who

3/24/2016

takes a tremendous amount of pride in his job. Mr. Gill is now on the Senior Arborist eligible roster with the Jefferson County Personnel Board. Mr. Gill works in tandem with Don Cafaro (Senior Arborist) and performs most all of the same task that Mr. Cafaro does. Michael has an Associate in Science Degree from Jefferson State and recently received a Bachelor of Science Degree from Huntingdon College. Michael is also a certified arborist through the International Society of Arboriculture.

This change in classification would move Mr. Gill from a pay grade 15 - 8 to an 18 - 6 with two additional merit increases the following two years. The annual increase for the first year will be \$1,992.00 and the total annual increase after he tops out in three years will be \$7,654.40.

I might add that this upgrade was not solicited by Mr Gill but was something that I observed as a positive move for the Public Works Department as well as properly rewarding an employee for going the extra mile. Also, Michael's supervisor (Steven Gay) as well as Don Cafaro are both supportive of this request.

Please find attached supporting documentation.

Thanks for your consideration and if you have any questions please let me know.

Ronnie Vaughn
Public Works Director
City of Mountain Brook AL
3579 East Street
Birmingham , Alabama 35243
[205.802.3865](tel:205.802.3865) Office
[205.967.2631](tel:205.967.2631) Fax
vaughnr@mtnbrook.org

3/24/2016

2016-042

Job Description : The Personnel Board of Jefferson County Alabama

License/Certification Required:
Current certification from the International Society of Arboriculture (ISA) - Valid Class A CDL.

Minimum Qualifications:

- Certified as an International Society of Arboriculture (ISA) Arborist.
- Experience using chainsaws to trim remove trees.
- Experience operating an aerial lift (bucket truck) in order to cut trim trees.
- Possession of a valid Class A Commercial Driver's License.

Preferred Qualifications:

This Classification Specification is a summary of typical requirements, duties, and responsibilities inherent in the job class and is not intended to be inclusive of all duties, responsibilities, and work performed by incumbents.

Export to MS Word

Print

Job Description : The Personnel Board of Jefferson County Alabama

Personnel Board of Jefferson County

The Foundation of Your Most Valuable Asset

Class Title: SENIOR ARBORIST Class Number: 8267

Grade: 18 Min: 2 Max: 8

Job Summary:

Work involves supervising and overseeing a crew of one to four employees involved in tree care operations such as planting, trimming, pruning and disease control and removal of tree limbs and debris. Work also involves ensuring the safety of the crew, equipment, public and property. An employee in this classification plans and carries out successive steps and resolves problems and deviations in accordance with standards, policies, and accepted practices. Work is assigned verbally and by standard work orders. An employee in this classification also receives, interprets, and accepts work orders from the supervisor, who defines objectives, priorities, and deadlines and assigns the employee with unusual situations that do not have clear precedents. Work is reviewed for technical conformance and consistency with practice and policy; work is also reviewed through reports and on site inspections by the supervisor.

Essential Functions:

Supervises and plans the work of Laborers, Skilled Laborers and Arborists who are engaged in pruning trees and shrubs, cutting and removing dead and damaged branches from trees of various species according to industry standards, assists supervisor in insect and disease control in the Urban Forestry Division. Climbs trees using a rope and saddle or spurs boots and safety belt assemblage. Maintains reports (i.e., time sheets, daily activities work orders, and other administrative files). Trains employees in the proper method of tree care, tree planting, tree climbing, and equipment operation. Informs supervisor of abnormal work site conditions, tree citizens, and equipment failures. Consults with property owners and utility companies regarding emergency assistance to citizens, police and fire departments. May work with schools involved in tree education and landscape beautification. Assesses the maintenance and condition of work facilities. Approves safe work efforts of the crew and makes sure all safety precautions are followed. Completes with proper and accepted safety procedures. Directs the safe operation and maintenance of the following equipment: knuckle boom loader, bucket truck, brush chipper, and cutting equipment/tools (i.e., various power and hand tools).

Supervisory Exercises:

An employee in this class supervises, plans, assigns and evaluates the work of one to four crew members involved in tree trimming activities. The crew includes Laborer, Skilled Laborers, and Arborists.

Work Environment:

Work is performed in and around trees, private homes, schools, office building and on streets. Work exposes the employee to dust, insects, pollen, mechanical equipment, electrical wires, fumes, chemicals, excessive noise, flying wood chips, grease, oils, working at heights and over, strenuous weather conditions (i.e. heat, cold, rain, & wind), heights, traffic and unusual foreign factors.

Physical Demands:

Work requires regular and at times sustained performance of heavier physical task such as walking over rough or uneven surfaces, bending, crawling, twisting, kneeling, working in restricted and/or confined space, climbing, balancing on rope and saddle, working at heights and over, continuous lifting or carrying of moderately heavy objects between 15 to 49 pounds and frequent to continuous lifting and carrying of heavy objects 50 pounds or over.

Knowledge/Skills:

Knowledge of accepted tree trimming practices, procedures, and methodology. Knowledge of different types of trees, shrubs, and other plant life. Knowledge of ladders, scaffolds, and various chemicals pertaining to tree/shrub growth and disease/pest control. Knowledge of safety procedures applicable to tree care. Knowledge of chain saw operations including the proper cutting patterns and habits. Knowledge of tree diseases, disorders, pests and treatment. Knowledge of local tree species and their growing basic hand and power tools, including chain saws. Ability to supervise and train subordinates. Knowledge of tree care operations. Ability to deal courteously, diplomatically and communicate effectively with the public while performing essential functions. Ability to safety and quickly respond to adverse circumstances or emergency situations (i.e. tree strikes, power lines, falling trees and wire in English. Ability to understand and carry out oral and written instructions. Ability to maintain records and reports for the work. Ability to perform manual tasks requiring physical strength and endurance under variable and frequently adverse weather conditions to include tree climbing activities. Ability to operate a bucket truck and knuckle boom loader.

Competitive Qualifications:

High School graduation (or GED) and four years work experience in tree climbing and tree trimming or related area.

Grade	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	PREM 1	PREM 2	PREM 3
11	hourly	1,320.00	1,320.00	1,320.00	1,320.00	1,320.00	1,320.00	1,320.00	1,320.00	1,320.00	1,320.00	1,320.00	1,320.00
11	semi-monthly	1,951.13	1,951.13	1,951.13	1,951.13	1,951.13	1,951.13	1,951.13	1,951.13	1,951.13	1,951.13	1,951.13	1,951.13
11	monthly	2,300.27	2,300.27	2,300.27	2,300.27	2,300.27	2,300.27	2,300.27	2,300.27	2,300.27	2,300.27	2,300.27	2,300.27
11	bi-weekly	1,150.14	1,150.14	1,150.14	1,150.14	1,150.14	1,150.14	1,150.14	1,150.14	1,150.14	1,150.14	1,150.14	1,150.14
12	hourly	1,451.55	1,451.55	1,451.55	1,451.55	1,451.55	1,451.55	1,451.55	1,451.55	1,451.55	1,451.55	1,451.55	1,451.55
12	semi-monthly	2,175.83	2,175.83	2,175.83	2,175.83	2,175.83	2,175.83	2,175.83	2,175.83	2,175.83	2,175.83	2,175.83	2,175.83
12	monthly	2,610.99	2,610.99	2,610.99	2,610.99	2,610.99	2,610.99	2,610.99	2,610.99	2,610.99	2,610.99	2,610.99	2,610.99
12	bi-weekly	1,305.50	1,305.50	1,305.50	1,305.50	1,305.50	1,305.50	1,305.50	1,305.50	1,305.50	1,305.50	1,305.50	1,305.50
12	hourly	1,552.50	1,552.50	1,552.50	1,552.50	1,552.50	1,552.50	1,552.50	1,552.50	1,552.50	1,552.50	1,552.50	1,552.50
12	semi-monthly	2,298.75	2,298.75	2,298.75	2,298.75	2,298.75	2,298.75	2,298.75	2,298.75	2,298.75	2,298.75	2,298.75	2,298.75
12	monthly	2,758.50	2,758.50	2,758.50	2,758.50	2,758.50	2,758.50	2,758.50	2,758.50	2,758.50	2,758.50	2,758.50	2,758.50
12	bi-weekly	1,379.25	1,379.25	1,379.25	1,379.25	1,379.25	1,379.25	1,379.25	1,379.25	1,379.25	1,379.25	1,379.25	1,379.25
13	hourly	1,552.50	1,552.50	1,552.50	1,552.50	1,552.50	1,552.50	1,552.50	1,552.50	1,552.50	1,552.50	1,552.50	1,552.50
13	semi-monthly	2,298.75	2,298.75	2,298.75	2,298.75	2,298.75	2,298.75	2,298.75	2,298.75	2,298.75	2,298.75	2,298.75	2,298.75
13	monthly	2,758.50	2,758.50	2,758.50	2,758.50	2,758.50	2,758.50	2,758.50	2,758.50	2,758.50	2,758.50	2,758.50	2,758.50
13	bi-weekly	1,379.25	1,379.25	1,379.25	1,379.25	1,379.25	1,379.25	1,379.25	1,379.25	1,379.25	1,379.25	1,379.25	1,379.25
14	hourly	1,678.75	1,678.75	1,678.75	1,678.75	1,678.75	1,678.75	1,678.75	1,678.75	1,678.75	1,678.75	1,678.75	1,678.75
14	semi-monthly	2,498.13	2,498.13	2,498.13	2,498.13	2,498.13	2,498.13	2,498.13	2,498.13	2,498.13	2,498.13	2,498.13	2,498.13
14	monthly	2,997.26	2,997.26	2,997.26	2,997.26	2,997.26	2,997.26	2,997.26	2,997.26	2,997.26	2,997.26	2,997.26	2,997.26
14	bi-weekly	1,498.63	1,498.63	1,498.63	1,498.63	1,498.63	1,498.63	1,498.63	1,498.63	1,498.63	1,498.63	1,498.63	1,498.63
15	hourly	1,762.50	1,762.50	1,762.50	1,762.50	1,762.50	1,762.50	1,762.50	1,762.50	1,762.50	1,762.50	1,762.50	1,762.50
15	semi-monthly	2,598.75	2,598.75	2,598.75	2,598.75	2,598.75	2,598.75	2,598.75	2,598.75	2,598.75	2,598.75	2,598.75	2,598.75
15	monthly	3,118.50	3,118.50	3,118.50	3,118.50	3,118.50	3,118.50	3,118.50	3,118.50	3,118.50	3,118.50	3,118.50	3,118.50
15	bi-weekly	1,559.25	1,559.25	1,559.25	1,559.25	1,559.25	1,559.25	1,559.25	1,559.25	1,559.25	1,559.25	1,559.25	1,559.25
16	hourly	1,846.25	1,846.25	1,846.25	1,846.25	1,846.25	1,846.25	1,846.25	1,846.25	1,846.25	1,846.25	1,846.25	1,846.25
16	semi-monthly	2,709.38	2,709.38	2,709.38	2,709.38	2,709.38	2,709.38	2,709.38	2,709.38	2,709.38	2,709.38	2,709.38	2,709.38
16	monthly	3,251.25	3,251.25	3,251.25	3,251.25	3,251.25	3,251.25	3,251.25	3,251.25	3,251.25	3,251.25	3,251.25	3,251.25
16	bi-weekly	1,625.63	1,625.63	1,625.63	1,625.63	1,625.63	1,625.63	1,625.63	1,625.63	1,625.63	1,625.63	1,625.63	1,625.63
17	hourly	1,928.75	1,928.75	1,928.75	1,928.75	1,928.75	1,928.75	1,928.75	1,928.75	1,928.75	1,928.75	1,928.75	1,928.75
17	semi-monthly	2,843.13	2,843.13	2,843.13	2,843.13	2,843.13	2,843.13	2,843.13	2,843.13	2,843.13	2,843.13	2,843.13	2,843.13
17	monthly	3,411.75	3,411.75	3,411.75	3,411.75	3,411.75	3,411.75	3,411.75	3,411.75	3,411.75	3,411.75	3,411.75	3,411.75
17	bi-weekly	1,705.88	1,705.88	1,705.88	1,705.88	1,705.88	1,705.88	1,705.88	1,705.88	1,705.88	1,705.88	1,705.88	1,705.88

CITY OF MOUNTAIN BROOK
SALARY SCHEDULE
 (Hourly Rate based on 2080 Annual Hours)
 Effective 10/08/2015

Approved by Personnel Board 10/13/2015

License/Certification Required:
 Valid Class B Commercial Driver's License (CDL). Covered Jurisdictions may require a valid Alabama Pest Control Applicator's License.

- Minimum Qualifications:**
- Experience working for a professional tree service trimming/removing trees using a variety of chain saws and other equipment including ropes, saddles, etc.
 - Experience using and operating a bucket truck to trim/remove trees

Preferred Qualifications:

This Classification Specification is a summary of typical or representative duties and responsibilities inherent in the job class and is not intended to be inclusive of all duties, responsibilities, and tasks performed by incumbents.

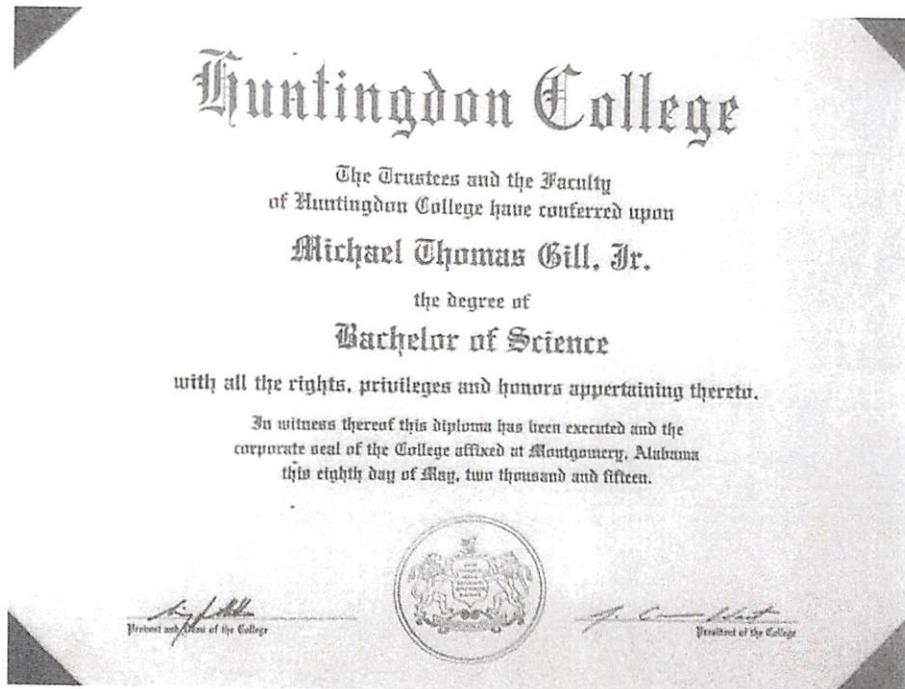
Basic to Work	Class	Rate
---------------	-------	------

CITY OF MOUNTAIN BROOK
SALARY SCHEDULE
(Hourly Rate based on 2080 Annual Hours)
Effective 10/06/2015

Approved by Personnel Board 10/13/2015

Table with columns: Grade, STEP 1, STEP 2, STEP 3, STEP 4, STEP 5, STEP 6, STEP 7, STEP 8, STEP 9, STEP 10, PREM 1, PREM 2, PREM 3. Rows include grades 18 through 24 with various pay frequencies (hourly, bi-weekly, semi-monthly, monthly, annually).

APPENDIX 5



Jefferson State Community College



This certifies that

Michael T. Gill, Jr.

having completed the required Course of Study and having received
the recommendation of the Faculty is hereby awarded this

Associate in Science Degree

Cum Laude

In Witness Whereof we have hereunto subscribed our name at Birmingham, Alabama
this second day of May, two thousand and fourteen

M. Hill
Chancellor

Robert Bentley
Governor and President of the Board

Judy McNeill
President of the College

APPENDIX 5

**INTERNATIONAL SOCIETY OF ARBORICULTURE
CERTIFIED ARBORIST™**

Michael T. Gill, Jr.

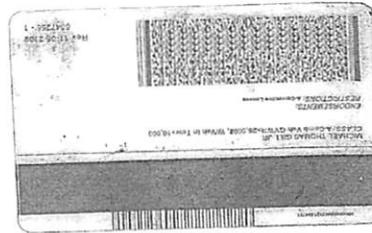
Having successfully completed the requirements set by the Arborist Certification Board of the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist®



Jim Skiera
Jim Skiera, Executive Director
International Society of Arboriculture

Skip Kinard
Certification Board, Chair
International Society of Arboriculture

SO-5979A	Mar 01, 2008	Jun 30, 2017
Certification Number	Certified Since	Expiration Date



GILL, MICHAEL T
is certified as a
Commercial Applicator
Categories: ROW,GRD
Expires: 10/28/2017
Permit Number: 11430



APPENDIX 5





Alabama Urban Forestry Association
aufa.com



Urban Forestry Certification Program

Michael Gill

The above named is awarded this certificate for attending and successfully completing an intensive class and passing a written and practical exam in

Urban Forestry Level 2

Program content and examinations are administered by the Green Industry Web Portal, Auburn University at Montgomery and the Alabama Urban Forestry Association.

August 18, 2014

[Signature]
GIW Portal Director

[Signature]
AUSA Representative

[Signature]
Vice Chancellor for Outreach
Auburn University at Montgomery

APPENDIX 5

STATE OF ALABAMA)
 :
 JEFFERSON COUNTY)

AGREEMENT FOR MAINTENANCE OF SEWER LINE
AND RETAINING WALL

THIS AGREEMENT FOR MAINTENANCE OF SEWER LINE (this "Agreement") is entered into effective the _____ day of _____, 2016, by and among the undersigned, LEE H. RILEY and wife, KRISTEN O. RILEY (hereinafter the "Homeowners"), the undersigned, JEFFERSON COUNTY, ALABAMA (hereinafter the "County"), and the undersigned, the City of Mountain Brook, Alabama (hereinafter the "City").

WITNESSETH:

The Homeowners own that certain parcel of real property located in the City at 2941 Balmoral Road, upon which they have constructed a residential dwelling (hereinafter the "Homeplace"), more particularly described as Lot 67A according to Riley's Resurvey as recorded in Map Book 240, Page 35, in the Office of the Judge of Probate of Jefferson County, Alabama. The Homeplace is served by the sanitary sewer system owned and operated by the County. The Homeplace is connected to the County's sanitary sewer system by an underground sewer line which extends from the western side of the residential dwelling constructed on the Homeplace and which continues toward the rear property line of the Homeplace, at which point it connects to an existing sanitary sewer manhole, and then extends further to the side property line of the Homeplace (which is the northeast boundary of the Homeplace), and thence continues, outside of the boundary of the Homeplace, within a sanitary sewer easement, to the County's sanitary sewer trunk line.

The approximate location of the sanitary sewer line within the boundaries of the Homeplace is shown on the attached Exhibit A.

The Homeowners have constructed a retaining wall along a portion of the rear and side boundaries of the Homeplace, as shown on the attached Exhibit A, which crosses the sanitary sewer line at approximately the point at which the sanitary sewer line exits the boundary of the Homeplace. The retaining wall is situated partially within a utility easement along the rear boundary of the Homeplace.

The County and City have agreed that the retaining wall may remain and may be maintained by and at the expense of the Homeowners, or their successors and assigns. The Homeowners have agreed, for themselves and their successors and assigns, that they will be responsible for maintaining the portion of the sanitary sewer line which is situated within the boundaries of the Homeplace. The County has agreed that it will maintain the portion of the sanitary sewer line from the point that it exits the boundary of the Homeplace.

1/3946717.1

2016-043

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements hereinafter contained, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by each of the undersigned, the undersigned do hereby declare, acknowledge and agree as follows:

1. The Homeowners, and their successors and assigns, may maintain, replace and repair the retaining wall, within the utility easement which runs along the rear boundary of the Homeplace as shown on the attached Exhibit A.
2. The Homeowners, and their successors and assigns, shall be responsible for all costs associated with the maintenance, replacement and repair of the retaining wall.
3. The Homeowners, and their successors and assigns, shall be responsible for paying any costs associated with the maintenance, replacement and repair of that portion of the sanitary sewer line which is situated within the boundaries of the Homeplace.
4. The County shall be responsible for paying any costs of maintenance, replacement and repair of the portion of the sanitary sewer line which is situated outside of the boundaries of the Homeplace.
5. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.
6. This Agreement shall run with the land and be binding upon and inure to the benefit of the undersigned and their respective heirs, successors and assigns. Upon the conveyance of title to the Homeplace, the obligation to maintain said retaining wall and the portion of the sanitary sewer line situated within the boundaries of the Homeplace shall become the responsibility of the parties to whom title has been conveyed.
7. This Agreement may be executed in counterparts, all of which together shall constitute one document binding on the parties hereto, notwithstanding that all parties are not signatories to the original or to the same counterpart. Original signature pages may be removed from any counterpart and attached to an identical counterpart for the purpose of assembling fully executed originals of this document. Signatures by electronic communication, including but not limited to facsimile or email, shall be acceptable and binding upon the parties.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of and effective the date and year first set forth herein above.

[SIGNATURES ON FOLLOWING PAGES]

1/3946717.1

2016-043

2016-043

KRISTEN O. RILEY

STATE OF ALABAMA)
)
 :
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that KRISTEN O. RILEY, whose name 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 said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 2016.

Notary Public

My commission expires: _____

[NOTARIAL SEAL]

4

10946717.1

2016-043

LEE H. RILEY

STATE OF ALABAMA)
)
 :
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that LEE H. RILEY, whose name 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 said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 2016.

Notary Public

My commission expires: _____

[NOTARIAL SEAL]

3

10946717.1

2016-043

JEFFERSON COUNTY, ALABAMA

By: _____
JAMES A. STEPHENS, President
Jefferson County Commission

STATE OF ALABAMA)
:)
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that JAMES A STEPHENS, whose name as President of the Jefferson County Commission, 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this _____ day of _____, 2016.

Notary Public

[NOTARIAL SEAL] My commission expires: _____

CITY OF MOUNTAIN BROOK, ALABAMA

By: Paul Boh
Its: MAYOR



STATE OF ALABAMA)
:)
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Lawrence T. Oden, whose name as Mayor of the City of Mountain Brook, Alabama, 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 28th day of March, 2016.

Steven L. Boone
Notary Public



My commission expires: 4/17/2017

City of Mountain Brook Mail - RE: FW: Lee H. Riley - 2911 Balfour Road

To: Whit Colvin <wcolvin@bishopcolvin.com>, Smith, Shawwna <smithsha@jccal.org>
Cc: Carroll, Edna <ecarroll@babco.com>

Shawwna and Whit,

While preparing to circulate the Agreement for signatures, I thought that the process would be easier if we added a counterparts provision (paragraph 7) and put the signature blocks and acknowledgments on separate pages. We also added the reference to "Homeplace Boundary" on Exhibit A and typed the references to "Wall" and "Sewer Line" to make the exhibit more legible. Attached is the Agreement with these additions. I will forward the attached to the Rileys for execution.

My thought is that the Commission and Council can approve this and authorize its execution, and I can send to Whit the Agreement, signed by the Rileys; then Whit can have it signed by the City and sent to Shawwna for signature by the County (or vice versa). I am open to any other suggestions that either of you might have.

Thanks.

Charlie



Charles A. J. Beavers, Jr.

Partner

Phone 205-521-8620

https://mail.google.com/mail/u/0/?ui=2&ikz=01587315a1&ui=2&search=whit&th=1530a44813644103&siml=1530a44813644103

2/3

City of Mountain Brook Mail - RE: FW: Lee H. Riley - 2911 Balfour Road

Fax 205-488-6620
Email cbeavers@babco.com

One Federal Place
1819 Fifth Avenue North
Birmingham, AL 35203-2119

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2/3

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