

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
JANUARY 14, 2019**

The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 6:00 p.m. on the 28th day of January, 2019. 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
Philip E. Black
Lloyd C. Shelton
Alice B. Womack
Stewart Welch III, Mayor

Absent: None

Also present were City Attorneys Whit Colvin and Steve Stine, City Manager Sam Gaston and City Clerk Steven Boone.

1. AGENDA

1. Consultant selection for APPLE grant study of Overton Road—Mike Kaczorowski of the Regional Planning Commission of Greater Birmingham (Appendix 1). Concern was raised as to whether it is prudent to proceed with the study now considering the ongoing development in Liberty Park. The members of the Council further expressed concern about the scope of improvements and their impact on the affected residents that may be recommended by the consultant. Mr. Gaston, Mr. Kaczorowshi and Mr. Vaughn shall meet with representative of the City of Vestavia Hills to discuss further the project and what measures may be palatable to each community and report back to the City Council at a later date.
2. Short term parking request for Culver Road—Hunter Simmons (Appendix 2). This matter was continued until the February 11, 2019 meeting of the City Council pending receipt of a signed petition in favor of the proposed change by the owners of Icehouse restaurant.
3. Make alley between Elm Street and Main Street “one-way”—Ronnie Vaughn and Chief Cook (Appendix 3). Notices shall be mailed to affected residents and this matter reconsidered at the February 11, 2019 meeting of the City Council.
4. Transfer of funds for the Highway 280 pedestrian bridge project—Alice Womack (Resolution No. 2019-013 and Motion No. 2019-015 were added to the formal meeting agenda.)
5. Request for a street light on an existing pole across from 331 Cherry Street (Appendix 4). Mr. Gaston will contact Alabama Power to determine whether an existing light in the vicinity can be upgraded to LED and a brighter bulb. If this improvement cannot be done, notices shall be mailed to affected residents and the matter shall be reconsidered at the February 11, 2019 meeting of the City Council.
6. Review of the matters to be considered at the formal (7 p.m.) meeting

2. EXECUTIVE SESSION

Council President Pro Tempore Pritchard made a motion that the City Council convene in executive session to discuss two matters involving pending and potential litigation. The City Attorney certified that the subject matter of the executive session is permissible under the Open Meetings Act. The motion was seconded by Council President Smith. There being no further discussion, the vote was called with the following results:

Ayes: Virginia C. Smith, Council President
William S. Pritchard III, Council President Pro Tempore
Philip E. Black
Lloyd C. Shelton
Alice B. Womack

Nays: None

Council President Smith thereupon declared that said motion carried by a vote of 5—0.

3. ADJOURNMENT

There being no further matters to be discussed, Council President Smith excused those in attendance at the meeting, announced that the City Council shall reconvene in the Council Chamber upon conclusion of the executive session in 25—30 minutes and adjourned the pre-meeting at approximately 6:35 p.m.

4. 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 work session of the City Council of the City of Mountain Brook, Alabama held at City Hall, Pre-Council Room (A106) on January 28, 2019, 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 work session.



City Clerk

SKIPPER Consulting, Inc.

3644 Vann Road, Suite 100
Birmingham, Alabama 35235
Phone (205) 655-8855 Fax (205) 655-8825

Statement of Interest
Advance Planning Programming and Logical Engineering
City of Mountain Brook - Overton Road Traffic Study

Understanding of the Proposed Project

Skipper Consulting is pleased to provide this response to your Notice of Need of Professional Services for the preparation of an Advanced Planning Programming and Logical Engineering (APPLE) study of Overton Road from U.S. Highway 280 to Liberty Parkway in the cities of Mountain Brook and Vestavia Hills, Alabama. It is our understanding that the nature of the proposed project will be to conduct a study to evaluate near-term and long term improvements on a per-intersection and corridor-wide basis to correct current and future deficiencies in capacity and safety.

Approach to the Proposed Project

Our initial work on the project scope of work involves three primary tasks: Task 1) data collection and analysis, Task 2) preparation of alternative improvements and sketch plans, and Task 3) final documentation and presentations. Included in Task 1 will be a comprehensive traffic analysis of Overton Road from U.S. Highway 280 to Liberty Parkway. The traffic analyses for the study will be conducted on an intersection-level and for the a.m. and p.m. peak hours of traffic flow.

Recent Relevant Experience

Skipper Consulting has a rich history in performing traffic engineering and transportation planning efforts in the Overton Road corridor. The following is a representative list of traffic engineering studies and transportation planning projects undertaken by Skipper Consulting, Inc. on Overton Road:

Table with 2 columns: Project Name and Date. Includes Overton Road at South Brookwood Road (April 2002, April 2015, and March 2018), Overton Public (November 2002), Overton Road at Ashbury (December 2006), Overton Village (June 2007), Overton Road at Briar Oak Drive (April 2012 and January 2018), U.S. Highway 280 at Overton Road (January 2013), Cabala River Park (November 2014), Brookwood Forest Elementary School (December 2014), and Overton Road at North Woodridge (May 2016).

Project Staff

The project manager for Skipper Consulting, Inc. will be Richard L. Caudle, P.E. Mr. Caudle will be familiar to both the staff of the RPC and the City of Mountain Brook due to his long-term and detailed involvement with traffic engineering and transportation planning for both organizations.

Skipper Consulting, Inc.

January 7, 2019

NEEL-SCHAFFER
Solutions you can build upon

January 16, 2019

Mr. Mike Kaczorowski
Principal Planner for Transportation
Regional Planning Commission of Greater Birmingham
Two 20th Street North, Suite 1200
Birmingham, AL 35203

RE: Statement of Interest
Overton Road Traffic Study: APPLE

Neel-Schaffer, Inc. is pleased to submit this Statement of interest to provide consultant services for the Overton Road Traffic Study in support of the Regional Planning Commission of Greater Birmingham's (RPCGB) Advance Planning, Programming, and Logical Engineering (APPLE) program. Our Birmingham office will be responsible for the delivery of services and has the staff and skills needed to provide the full range of services for this project.

Our approach will be to meet with City personnel and assist them in selecting 8-10 sites to be included in the project. Base maps for each site will be developed in GIS. Traffic data will be collected where needed, and a traffic operations analysis will be performed at each location. We will visit the sites to conduct field reviews of existing conditions (infrastructure, traffic conditions, sight distance, etc.). Our office is close to Vestavia Hills, so we are very familiar with the City's roadway network.

Becky Rogers, P.E., PTP, will serve as Project Manager for this study. Becky is a Senior Project Manager with 18 years of experience. She has both led and participated in a wide variety of planning, engineering, and safety projects including corridor studies, long range transportation plans, congestion management plans, ADA transition plans, and access studies.

Bob Porter, P.E., will serve as Senior Engineer and Planner. He has over 30 years of experience including extensive expertise in transportation alternatives analysis. Bob has participated in numerous road safety assessments throughout Alabama.

Shane Bergin, P.E., PTOE, from our Mobile Office will serve as Lead Traffic Engineer. He has extensive experience in traffic analysis and has led many traffic studies. Shane also led many of the road safety assessments throughout south Alabama.

Tim Joiner, P.E., will serve as a Roadway Engineer. He has worked on a wide variety of roadway design projects and has led numerous road safety assessments in central Alabama.

Traffic Data, LLC is located in the Birmingham Area and will be teaming with us to provide traffic data collection. This firm is very experienced and has been collecting traffic data under Darrell Vines' leadership since 1990.

Neel-Schaffer has the qualifications, experience, and capacity to deliver a high-quality study on time and within budget. As shown above, we have extensive experience performing traffic operations studies, and we understand the scope and available resources. For these reasons, we respectfully request the opportunity to work with you on this study.

Sincerely,
NEEL-SCHAFFER, INC.

Mary Margaret Nicholson, P.E.

Vice President/Engineer Manager

BIRMINGHAM | MOBILE | TUSCALOOSA
Two Perimeter Park South, Suite 230 E • Birmingham, AL 35242 • 205.397.3800 • Fax 205.397.3900

APPENDIX 1

DRAFT - AGREEMENT FOR SERVICES

This Agreement for Services (the "Agreement") is entered into as of the ____ day of _____, 2019, by and between the Regional Planning Commission of Greater Birmingham, a regional planning and development commission organized and existing under the laws of the State of Alabama ("RPCGB"), and the City of Mountain Brook, Alabama, a municipal corporation (the "Governmental Entity" or "City").

WITNESSETH:

WHEREAS, the Governmental Entity has applied to receive funding under the Advanced Planning Program and Logical Engineering (APPLE) program for a "Overton Road Traffic Study" (the "Project");

WHEREAS, the Project has been selected for funding under the APPLE program;

WHEREAS, the APPLE grant for the Project will fund 80% (or \$48,000) of the total Project cost of \$60,000, and the Governmental Entity will provide a local match in the amount of \$12,000 (or 20%) of the total Project cost;

WHEREAS, pursuant to the terms of this Agreement, RPCGB is being engaged by the City to perform the services contemplated for the Project; and

WHEREAS, the parties agree to work in good faith to complete the Project in a timely and professional manner.

NOW THEREFORE, in consideration of the premises and the mutual covenants, agreements, representations and warranties hereinafter set forth, the RPCGB and the Governmental Entity agree as follows:

1. Engagement of RPCGB. The Governmental Entity hereby agrees to engage RPCGB to perform the Project and services which are identified and described in the "Scope of Work" set forth on Exhibit A, which is attached hereto and incorporated herein by reference. RPCGB, from time to time, may request changes in the Scope of services to be performed. Such changes shall be memorialized by written amendments to this Agreement that is signed by both parties; these changes may include an increase or decrease in the amount of Governmental Entity's local match.

The Governmental Entity authorizes RPCGB to engage a third party consultant(s) that has been approved by the City to assist in performing the Scope of Work. The RPCGB is responsible for supervising, managing and paying any third party consultant for any services it performs so that the Project may be completed in the orderly flow of the work.

2. Compensation. The parties agree that the total Project cost is \$60,000 (including the local match), and that the RPCGB will receive that total amount in consideration for its performance of the services contemplated herein. The payment of this amount shall constitute full and complete compensation for the services to be provided by RPCGB directly, by its consultants or otherwise secured by RPCGB for the Project, and includes all expenses arising from the performance of this Agreement.

3. Payment by City. The City shall make payment to RPCGB for services in one (1) lump sum installment of \$12,000 (the local match) within thirty (30) days after the receipt of invoice from the RPCGB. If this compensation is not paid when due, RPCGB shall not engage in the provision of the contemplated services nor shall RPCGB employ third party consultant(s) for the Project until such time as payment is made. If after a period of sixty (60) days from the date of invoice the compensation is not paid, the Governmental Entity acknowledges that it may forfeit all claims to the awarded amount for the Apple grant for the Project.

Upon the successful completion of the Project and the generation of the contemplated grant funds, the City agrees to execute appropriate documents and otherwise cooperate with the RPCGB so it can receive those funds in consideration for the balance of the total Project costs payable to it for its services.

4. Time of Performance. The RPCGB shall commence its performance of services immediately after the receipt of payment by the Governmental Entity, and the RPCGB shall complete Project in accordance with the schedule set forth in Exhibit A.

5. Financial Records. RPCGB shall keep and maintain complete and accurate books, records, and procedures to account for all funds paid by the Governmental Entity in accordance with this Agreement. RPCGB shall allow the Governmental Entity to examine, copy, and audit all such books, records and procedures upon advance notice and during RPCGB's normal business hours. Any such examination or audit shall be conducted at the sole cost and expense of the requesting party.

RPCGB shall retain all records with respect to the matters made the subject of this Agreement for three (3) years following the termination or completion of this Agreement. The obligations in this provision shall survive the termination of this Agreement.

6. Political Activity. No portion of any funds to be paid by the Governmental Entity to RPCGB for the services contemplated herein shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

7. Qualified Personnel. RPCGB represents that it employs or will engage all personnel required to perform the services made the subject of this Agreement. Any such personnel shall not be employees of or have any contractual relationships with the Governmental Entity relative to the Project, and all such personnel shall be reasonably qualified to perform the services assigned to them.

8. Cooperation. All information, data, reports, records and maps as are available, existing and necessary for performing the contemplated work shall be assembled for the Governmental Entity by RPCGB or the third party consultant(s) employed by it. The Governmental Entity agrees to cooperate with RPCGB and the third party consultant(s) employed by RPCGB in all reasonable ways to allow them to conduct their planning and development work without undue delay.

The RPCGB and Governmental Entity will ensure that all accident and traffic data provided by ALDOT or any agency or political subdivision of the State of Alabama and used for safety enhancement are kept confidential under 23 U.S.C. § 409 and not disclosed to third parties without the express written permission of ALDOT. The data shall not be referenced, disclosed, discussed, or otherwise made public. The provision of this data shall not be considered as a waiver of the provision of 23 U.S.C. § 409. Upon execution of this Agreement,

the RPCGB and Governmental Entity agree that their agents, servants, officers, officials, and employees, in both their official and individual capacities, shall not discuss, disclose, use, publish, or release the data provided pursuant to the above referenced request without prior written consent of ALDOT. Furthermore, if the data should be released or published without the consent of ALDOT, or should an attempt be made to use the data in an action for damages against the State of Alabama, ALDOT, its officials or employees' access to data shall terminate immediately. The State of Alabama and ALDOT expressly reserve the right under 23 U.S.C. § 409 to object to the use of the data, any opinions drawn from the data, and to recover damages caused by the improper and unauthorized release of the data.

9. **Ownership of Data.** The Governmental Entity shall retain title to and all ownership rights of all data and content provided by it to RPCGB for the Project, including but not limited to geographic information systems, databases, maps, multimedia or images (graphics, audio and video), text and the like provided by the Governmental Entity. The City grants RPCGB the right to access and use this content for the purpose of complying with its obligations under this Agreement.

10. **Ownership of Work Product.** Upon completion of the work or elements thereof that are described in the attached Scope of Work, all reports, data, artwork, maps, stencils, negatives, plates and other supporting materials prepared by RPCGB as a part of such work shall become the exclusive property of Governmental Entity, and any reproduction or other uses of such materials shall be approved by appropriate officials of the Governmental Entity.

11. **Substantial Changes by City in Final Work Product.** If the City makes any substantial changes to the final work product after the Governmental Entity has taken delivery and accepted that product, those changes shall not be attributed by the City to the RPCGB. Substantial changes are defined as changes to plan content, policy and physical development recommendations, regulations, codes, and ordinances that diminish the intent and ability of the plan document to achieve its stated goals as agreed to and accepted by the Governmental Entity.

12. **Assignment/No Third Party Beneficiaries.** Neither party may assign this Agreement, or any of its rights, benefits or obligations herein, without the prior written consent of the other party. Further, this Agreement does not confer, and is not intended to create, any rights or benefits for any third party that is not a signatory to this Agreement.

13. **Equal Employment Opportunity.** In performing the work, RPCGB and its third party consultant(s) shall not discriminate against any employee or applicant for employment because of race, religion, national origin, sex, age or disability.

14. **Termination.** If RPCGB fails to perform any of its material obligations under this Agreement in a timely and proper manner, or if RPCGB shall violate any of the covenants, agreements, or stipulations of this Agreement, the Governmental Entity may give written notice of that breach to RPCGB. In the event RPCGB fails to cure such breach to the reasonable satisfaction of Governmental Entity within thirty (30) days following RPCGB's receipt of such written notice, Governmental Entity may terminate this Agreement upon written notice to RPCGB. In the event of such termination, the Governmental Entity shall be entitled to a refund from RPCGB of any compensation paid by the City that is not earned by RPCGB for services that it did not perform by the effective date of termination.

15. **Relationship of the Parties.** The RPCGB is an independent contractor of the City, and nothing contained in this Agreement shall be deemed to create any agency, joint venture, partnership or employer/employee relationship between them. Neither party shall

have the right or power to commit, contract for or otherwise obligate the other party to any third person or entity. RPCGB shall be responsible for the collection, filing, and payment of social security and other federal, state or local taxes or withholdings for RPCGB's employees. Governmental Entity shall have no right to control or direct the details, manner or means by which RPCGB accomplishes the results of the services to be performed pursuant to this Agreement.

16. **Notices.** Any notice to a party hereunder that is contemplated in this Agreement shall be in writing and deemed given when it is either (a) personally delivered, or (b) sent by certified or registered mail, return receipt requested, to

If to RPCGB:
Regional Planning Commission of Greater Birmingham
Center for Regional Planning and Design
Two 20th Street North, Suite 1200
Birmingham, Alabama 35203
Attention: Michael Kaczorowski

If to Governmental Entity:
City of Mountain Brook
56 Church Street
Mountain Brook, AL 35213
Attention: Sam Gaston - City Manager

or at such other address as either party may advise the other in writing. Any such notice shall be deemed delivered when placed in the mail, properly addressed, with postage prepaid.

17. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the matters herein, and there are no agreements, understandings, restrictions, warranties or representations between the parties other than those set forth herein. The foregoing supersedes all prior agreements, negotiations and understandings relating to the subject matter hereof.

IN WITNESS WHEREOF the undersigned, duly authorized representatives of the parties have executed this Agreement effective as of the date and year first above written.

City of Mountain Brook, Alabama

By: _____

Its: _____

Regional Planning Commission of Greater Birmingham

By: _____

Charles E. Ball

Its: _____

Executive Director

Exhibit A – Scope of Work

Mountain Brook/Vestavia Hills – Overton Road Traffic Study
Feasibility Study: APPL

Project Summary

The Overton Road Traffic Study will conduct traffic and safety operational evaluations of selected intersections throughout the Overton Road corridor between US-280 and Liberty Parkway. Vestavia Hills is expecting significant residential and commercial growth in Liberty Park. This growth will add to the existing congestion along the Overton Road corridor. The study will perform the analyses necessary to identify both near-term and long-term improvements to correct current and future deficiencies in intersection capacity and safety. The study will develop conceptual drawings that illustrate recommended improvements and develop an estimate of probable construction costs.



PROJECT TASKS

The project tasks and subtasks required to address the scope of work shall include the following:

Task 1: Existing Conditions

- A. Solicit input/comments from City officials to determine the locations to be studied
- B. Finalize a list of potential locations to be studied with the City
- C. Develop base maps using GIS data and aerial photography.
- D. Collect appropriate traffic data as necessary to analyze traffic operations.
- E. Conduct field reviews and observe existing traffic conditions.
- F. Review and analyze crash data.

Exhibit A – Scope of Work

Task 2: Concept Plan Development and Evaluation

- A. Collect appropriate data on future developments from both Cities.
- B. Forecast future traffic volumes on the corridor.
- C. Identify and analyze potential improvements.
- D. Prepare conceptual drawings illustrating potential improvements.
- E. Prepare a preliminary estimate of planning level costs.
- F. Prepare for and attend two meetings (potentially one with each City) to present findings.
- G. Revise plans to incorporate comments that may be received.
- H. Prepare a draft Advanced Planning Report document.
- I. Submit the draft document for review.
- J. Revise the Advanced Planning Report document based on comments that may be received.
- K. Submit the final Advanced Planning Report document.

Project Schedule

It is intended that the study will progress according to the schedule as shown in the figure below.

Project Schedule

Task	Months					
	1	2	3	4	5	6
1. Existing Conditions						
2. Concept Plan Development and Evaluation						

Exclusions from Scope of Work

The following services are not included in the scope of services: construction drawings, road or utility engineering designs, and any other services not specifically listed in the project scope. Any Government Entity directed changes to the final plan after the Government Entity's approval of the draft revisions shall be reimbursed in accordance with allocated billing rates in effect at the time the services are performed.

Crash Data Restrictions

The Alabama Department of Transportation has directed that accident, incident, crash, injury, or fatality locations not be shown or presented in association with descriptions of transportation projects, facilities, or locations within the State of Alabama. This prohibition extends to all formal planning documents (UPWP, Long Range Plan, TIP, Bicycle and Pedestrian Plans, Congestion Management Process or Plan), and other documents that include narrative or tabular project listings or descriptions. [See Article 8 of the Agreement.]



Alley would be one-way only during drop-off/pick-up times at Crestline Elementary. Direction is shown by the blue

APPENDIX 3

Sam Gaston

From: bradelliott@msn.com
Sent: Tuesday, January 22, 2019 12:08 PM
To: gay@mtnbrook.org, gastons@mtnbrook.org
Subject: Action Center: Street lights

Name: Brad Elliott
Address:
City:
State:
Zip:
Home Phone:
Work Phone:
Cell Phone:
Email: bradelliott@msn.com

Description:
 The intersection of 331 Cherry Street and the alley is super dark and we would like a street light installed at this location please. Alabama power told me to request it through you.

Location:
 331 Cherry Street and the through alley.

Google Maps 331 Cherry St
 Street Light down at the corner of Cherry and Dexter



Google Maps 398 Cherry St
 2 Houses down from this address asking for Light



Google Maps 331 Cherry St
 This is the closest pole to the alley not sure if a light could be add. Already quite a bit going on this pole



APPENDIX 4

Sam Gaston

From: Jason Carmack
Sent: Wednesday, January 23, 2019 5:55 AM
To: Brad Timothy
Cc: Sam Gaston, Ted Cook
Subject: Re: FW: Action Center: Street lights

Thanks

On Wed, Jan 23, 2019 at 12:41 AM Brad Timothy <timothyb@mtnbrook.org> wrote:
 I looked at the intersections in question and these were my findings:

The alley runs from Church Street through Cherry Street (it dead ends before intersecting with Peachtree Street).

There are currently street lights at the alley's intersections with
 -Church St
 -Vine St
 -near Elm St
 -at an intersection with another alley

There is no street light at or near the alley's intersections with Main Street or Cherry Street

The street light on the island at the intersection of Cherry Street and Meadowbrook Lane is working and is very bright. It sheds light on the intersection of Cherry Street and the alley.
 I drove the alley and Cherry Street with just my normal headlights and had no issues safely seeing the intersection.

I personally do not see a need for a street light at the intersection of Cherry Street and the alley.

Sgt Brad Timothy
 Mountain Brook Police Department
 Patrol Division
 101 Tibbett St
 Mountain Brook, AL 35213
 Office: (205) 802-3848

On Tue, Jan 22, 2019 at 4:12 PM Jason Carmack <carmackj@mtnbrook.org> wrote:
 Okay, this is a convoluted string of emails. Just make sure you check to see if one light is working and provide opinions on whether a light is needed at the other location.

The existing light is at the traffic island at Cherry and Meadowbrook. Let me know if it's working.

Check the following location to see if a street light is needed in your opinion: 331 Cherry Street and the alley.

Sam Gaston

From: Brad Elliott
Sent: Wednesday, January 23, 2019 11:30 AM
To: Sam Gaston
Subject: Re: Action Center: Street lights

Yes please go ahead with the request as we need light in our parking areas.
 The light is for us homeowners that have to park on the street. It's really not intended for the alley at all. Alabama Power just says it's the only place they can put a light.
 I totally disagree with the officers opinion about the light at the island of Cherry and Meadowbrook. This light is old and puts out very little light down here at 333 where we need it.

Thanks,
 Brad Elliott

On Jan 23, 2019, at 7:21 AM, Sam Gaston <gastons@mtnbrook.org> wrote:

FW: Do you want me to continue with your request?

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
From: Jason Carmack [mailto:carmackj@mtnbrook.org]
Sent: Wednesday, January 23, 2019 5:55 AM
To: Brad Timothy
Cc: Sam Gaston, Ted Cook
Subject: Re: FW: Action Center: Street lights

Thanks

On Wed, Jan 23, 2019 at 12:41 AM Brad Timothy <timothyb@mtnbrook.org> wrote:
 I looked at the intersections in question and these were my findings:

The alley runs from Church Street through Cherry Street (it dead ends before intersecting with Peachtree Street).

There are currently street lights at the alley's intersections with
 -Church St
 -Vine St
 -near Elm St
 -at an intersection with another alley

There is no street light at or near the alley's intersections with Main Street or Cherry Street

The street light on the island at the intersection of Cherry Street and Meadowbrook Lane is working and is very bright. It sheds light on the intersection of Cherry Street and the alley.

**MINUTES OF THE REGULAR, JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK AND
MOUNTAIN BROOK EMERGENCY COMMUNICATIONS (E911) DISTRICT
JANUARY 28, 2019**

The City Council of the City of Mountain Brook, Alabama (and Mountain Brook Emergency Communications District) met in public session in the City Hall Council Chamber at 7:00 p.m. on the 28th day of January, 2019. The Council President (and District Chairman) called the meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President (and District Chairman)
William S. Pritchard III, Council President Pro Tempore
Philip E. Black
Lloyd C. Shelton
Alice B. Womack
Stewart Welch III, Mayor

Absent: None

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

The Council President (and District Chairman) stated that a quorum was present and that the meeting was open for the transaction of business

1. CONSENT AGENDA

Council President (and District Chairman) 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 January 14, 2019, regular, joint meeting of the City Council and Mountain Brook Emergency Communications (E-911) District.

- | | | |
|-----------------|---|--------------------------|
| 2019-010 | Approve the Final Execution Version of Franchise Agreement between City and Spectrum Southeast, LLC (f/k/a Charter Communications) with minor changes in form previously approved by the Council on December 10, 2018, with said Agreement consolidating therein former separate franchise agreements between the City and Charter Communications (f/k/a Marcus Cable) and the City and Bright House Networks, LLC (Re: Resolution No. 2018-170) | Exhibit 1,
Appendix 1 |
| 2019-011 | Authorize the execution of an agreement between the City and Invasive Plant Control to remove invasive plants from Cahaba River Walk | Exhibit 2,
Appendix 2 |
| 2019-012 | Authorize the Parks & Recreation Superintendent to 1) proceed with the installation of a fenced single lane bullpen along the third base side of the Girls' Softball Field and 2) to engage a contractor to install the bullpen/batting cage along the first base side of the Girls' Softball Field located at the Athletic Complex subject to: a) the total contract price including contingencies for unforeseen conditions shall not exceed \$50,000, and b) legal review by the City Attorney | Exhibit 3,
Appendix 3 |
| 2019-013 | Authorize the City Manager to remit \$200,000 to The Highway 280 Public Road Cooperative District pursuant to the Funding | Exhibit 4,
Appendix 4 |

Agreement (Re: Motion No. 2019-015)

2019-015 Motion	Authorize the execution of The Highway 280 Public Road Cooperative District Funding Agreement	Exhibit 5, Appendix 5
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Thereupon, the foregoing minutes, resolutions and motion were introduced by Council President (and District Chairman) Smith and a motion for their immediate adoption made by Council member Shelton. The minutes, resolutions and motion were then considered by the City Council (and District Board). Council member Black seconded the motion to adopt the foregoing minutes, resolutions and motion. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Virginia C. Smith, Council President (District Chairman)
William S. Pritchard III, Council President Pro Tempore
Philip E. Black
Lloyd C. Shelton
Alice B. Womack

Nays: None

Council President (and District Chairman) Smith thereupon declared that said minutes, resolutions (Nos. 2018-010 through 2018-013) and motion (No. 2018-015) are adopted by a vote of 5—0 and as evidence thereof signed the same.

2. ANNOUNCEMENTS

- a. The City Council shall conduct a public hearing on February 11, 2019, at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213 regarding a request by the Mountain Brook Board of Education for the City to call for a referendum to increase the ad valorem tax by up to 10 mils exclusively for educational purposes (Appendix 7).
- b. The City Council shall conduct a public hearing on February 11, 2019, at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213 to consider an ordinance rezoning a recently annexed parcel located in the Lockerbie subdivision (132 Queensbury Crescent) from its current [temporary] Residence-C District to [permanent] Clustered Residential District (Appendix 8).

3. CONSIDERATION OF A RESOLUTION (NO. 2019-014) GRANTING A HARDSHIP EXEMPTION FROM THE DEVELOPMENT MORATORIUM IMPOSED UPON THE ADOPTION OF RESOLUTION NOS. 2018-150 AND 2018-163 WITH RESPECT TO THE HARDSHIP APPEAL OF MS. SUZANNE BOWRON NICHOLS CONCERNING LOTS 10 AND 11 IN ROCKRIDGE PARK (EXHIBIT 6, APPENDIX 6)

Council President Smith introduced the resolution in writing and then invited comments from the applicant or their representative.

Jesse S. Vogtle, Jr., legal counsel for the applicant:

- The Bowrons' hardship is that since the moratorium, the sellers have had no parties interested in purchasing the property
- Working with City staff for the last several weeks, the applicant has come up with the proposed restrictive covenants and requests a hardship exemption from the moratorium so that the Bowrons may relist the properties for sale and pursue building permits from the Planning Commission
- One option is that a buyer will develop one house on the two lots. Another option is that a buyer or buyers reconfigure the two lots so that two houses may be built thereon. This option will result in one property being non-conforming but not by much. In this scenario, the currently triangular lot will be squared off and large enough so that the [future] non-conforming lot can be developed in keeping with the character of the neighborhood and the house setback 70 feet as opposed to 40

feet from the street so as not to appear to be in the adjoining neighbor's front yard. The 70 foot setback only applies if two houses are to be built.

- The reconfigured triangular lot as outlined in the covenants will be approximately 17,000 square feet (Exhibit C). While the smaller lot will have less street frontage, the frontage will still exceed 100 feet.

Council member Black:

- If a variance is ever requested of the BZA, it is highly improbable that such variance will be granted
- Because the restrictive covenants are self-imposed in order to achieve the requested exemption to the moratorium, it is highly improbable the BZA will grant a hardship variance if requested by a subsequent owner

Council President Pro Tempore Pritchard inquired about an e-mail he received from Ms. Livingston and whether she was for or against granting the hardship exemption. Council President replied:

- She prefers no change (i.e., one house on the two lots)
- If that is not an option, she prefers the reconfigured lots with two houses as presented tonight
- The proposal, if approved, represents an improvement over the current options

There being no further comments, questions or discussion regarding the applicant's presentation, Council President Smith invited comments from the meeting attendees. There being none, Council President Smith made a motion that the City Council approve the hardship exemption from the moratorium with the condition that the applicant execute the restrictive covenants (Exhibit B attached to the proposed resolution). The resolution was then considered by the City Council. Council President Pro Tempore Pritchard seconded the motion to adopt the resolution. 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
Philip E. Black
Lloyd C. Shelton
Alice B. Womack

Nays: None

Council President Smith thereupon declared that said resolution (No. 2018-015) is adopted by a vote of 5—0 and as evidence thereof signed the same.

4. ANNOUNCEMENT

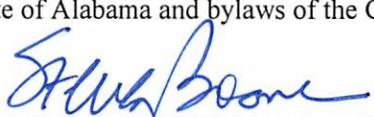
The next regular meeting of the City Council will be Monday, February 11, 2019, at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.

5. ADJOURNMENT

There being no further business to come before the City Council, Council President Smith adjourned the meeting at approximately 7:15 p.m.

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 joint, regular meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Council Chamber (Room A108) on January 28, 2019, 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. 2019-010**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby approves the Final Execution Version of Franchise Agreement between City and Spectrum Southeast, LLC (f/k/a Charter Communications), in the form as attached hereto as Exhibit A, with minor changes in form previously approved (Resolution No. 2018-170) by the Council on December 10, 2018, with said Agreement consolidating therein former separate franchise agreements between the City and Charter Communications (f/k/a Marcus Cable) and the City and Bright House Networks, LLC.

APPENDIX 1

EXHIBIT 2**RESOLUTION NO. 2019-011**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council of the City of Mountain Brook hereby authorizes the execution of a contractor agreement between the City and Invasive Plant Control, Inc., in the form as attached hereto as Exhibit A subject to such minor revisions as may be determined appropriate by the City Attorney, with respect to invasive plant removal services for Cahaba River Walk.

APPENDIX 2

EXHIBIT 3**RESOLUTION NO. 2019-012**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council of the City of Mountain Brook hereby authorizes the following:

1. The Parks and Recreation Superintendent shall proceed with the installation of a fenced single lane bullpen along the third base side of the Girls' Softball Field located at the Athletic Complex including the purchase of fencing and installation thereof by a third-party as illustrated in the attached exhibits except that the ground surface of said bullpen shall be natural sod rather than concrete slab; and
2. The Parks and Recreation Superintendent shall be authorized to engage a contractor to install the bullpen/batting cage along the first base side of the Girls' Softball Field located at the Athletic Complex in accordance with the plans and illustrations attached hereto subject to: a) the total contract price including contingencies for unforeseen conditions shall not exceed \$50,000, and b) legal review by the City Attorney.

APPENDIX 3

EXHIBIT 4**RESOLUTION NO. 2019-013**

WHEREAS, on November 27, 2018, the City Council of the City of Mountain Brook adopted Resolution 2018-177 authorizing the City's authorization, consent, and participation [along with Jefferson

County and the cities of Homewood and Birmingham] in The Highway 280 Public Road Cooperative District (the "District") incorporated for the purpose on constructing a pedestrian walkway on Hollywood Boulevard over and across U. S. Highway 280; now, therefore,

BE IT RESOLVED by the City Council of the City of Mountain Brook, that the City hereby authorizes the City Manager to remit the sum of two hundred thousand and no/100 dollars (\$200,000) to the District representing the City's share of the anticipated federal award matching contribution as described in the District's Funding Agreement with the participating members.

APPENDIX 4

EXHIBIT 5

MOTION NO. 2019-015

Council member Shelton made a motion that the City Council authorizes the execution of The Highway 280 Public Road Cooperative District Funding Agreement, in the form as attached hereto as Exhibit A. The motion was seconded by Council member Black.

There being no further discussion or comments or questions from the audience, Council President Smith called for a vote with the following results:

Ayes: Virginia C. Smith, Council President
 William S. Pritchard III, Council President Pro Tempore
 Philip E. Black
 Lloyd C. Shelton
 Alice B. Womack

Nays: None

Council President Smith thereupon declared that said motion (No. 2019-015) is adopted by a vote of 5-0.

APPENDIX 5

EXHIBIT 6

RESOLUTION NO. 2019-014

WHEREAS, on November 5, 2018, the City Council of the City of Mountain Brook in Resolution 2018-150 declared a moratorium on the issuance of building permits for new construction for all nonconforming lots in the Residence A zoning district that met the conditions set forth in that Resolution; and

WHEREAS, on December 10th, 2018 the City Council passed Resolution 2018-163 whereby it voted to extend such moratorium for an additional sixty (60) days and the moratorium remains in place as of the date of this Resolution; and

WHEREAS, both Resolutions 2018-150 and 2018-163 (together the "Moratorium Resolutions") contained the following hardship provision:

Hardship Provision. The City will impose and implement this moratorium reasonably and will not unduly restrict the use of affected property. Accordingly, any landowner who has been denied use of his or her property may present evidence of same to the City Council of the City of Mountain Brook as a request for a hardship. In evaluating whether such a hardship exists, the City Council of the City of Mountain Brook shall determine whether the moratorium as applied to the specific parcel prohibits *any and all* use of the property which is

the subject of the request. Absent said hardship, the moratorium will continue in full force and effect, provided, however, that, if the City Council of the City of Mountain Brook determines that such a hardship exists, it may permit the requested use or modify the moratorium to the minimum extent necessary to remedy the hardship.

WHEREAS, the Estate of Shila Donovan Bowron is the owner of Lots 10 and 11 located in Rockridge Park in the City of Mountain Brook, Jefferson County, Alabama, as recorded in the Office for the Judge of Probate for Jefferson County, Alabama on March 14, 1925, in Map Book 14, at page 75 and further shown on Exhibit "A" hereto; and

WHEREAS, Lots 10 and 11 meet the conditions set forth in the moratorium and thus, are restricted thereby; and

WHEREAS, Suzanne Bowron Nichols, Executrix for the Estate of Shila Donovan Bowron ("Bowron") has requested that the City Council modify the moratorium under the hardship provision of the resolutions so as to permit issuance of a building permit for new construction on Lots 10 and 11 in the event that the current residence thereupon be removed and new residences be constructed on both Lot 10 and Lot 11; and

WHEREAS, such request is made upon the express agreement that, in such instance, the new residences would not be any closer than seventy (70) feet from County Club Drive as set forth in the Covenant attached hereto as Exhibit B; and

WHEREAS, the City Council finds and determines that a hardship does exist under the terms of the Resolution and that a modification of the moratorium to exclude Lots 10 and 11 from its scope under the hardship provisions thereof, and further upon the imposition of the attached Covenant, to be reasonable and appropriate and in the best interests of the public.

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

1. The request of Bowron to be excluded from the moratorium under Resolutions 2018-150 and 2018-163 based, in part, on the imposition of the Covenant set forth as Exhibit B to this Resolution, should be and hereby is granted.
2. The City Council finds and determines that to further mitigate the concerns set forth in the Moratorium Resolutions and to give the submitted Covenant greater effect, the lines for Lots 10 and 11 should be reconfigured as is set forth on Exhibit C, attached hereto; that it is acknowledged that Bowron has made the recordation of the Covenants conditioned upon the approval of such resurvey; and accordingly, the City Council hereby requests that the Planning Commission of the City of Mountain Brook consider approving a resurvey of Lots 10 and 11 with the understanding and under the condition that the Covenant be recorded *prior* to the recordation of any such resurvey.
3. If the Planning Commission of the City of Mountain Brook denies the resurvey request referenced herein, then this Resolution shall be considered rescinded and of no force and effect immediately upon such denial.

APPENDIX 6

2019-010

FRANCHISE AGREEMENT

This Franchise Agreement ("the Agreement") is made between the City of Mountain Brook, Alabama (hereinafter the "Grantor" or "City"), and Spectrum Southeast, LLC, which was heretofore been locally known as Grantee Communications (hereinafter referred to as the "Grantee").

RECITALS

WHEREAS, pursuant to City Ordinance No. 1302 enacted on or about March 23, 1998, the Grantor granted Marcus Cable of Alabama, LLC the franchise and right to offer cable services to customers throughout the City (the "Existing Agreement with Marcus Cable");

WHEREAS, subsequent to said Ordinance No. 1302, Grantee (or its predecessor in interest) acquired the interest of Marcus Cable of Alabama, LLC and has succeeded to the rights and obligations in the Existing Agreement with Marcus Cable;

WHEREAS, pursuant to City Resolution No. 2013-108 adopted on or about July 22, 2013, the Grantor granted Bright House Networks, LLC the franchise and right to offer cable services to customers throughout the City (the "Existing Agreement with Bright House");

WHEREAS, subsequent to said Resolution No. 2013-108, Grantee (or its predecessor in interest) acquired the interest of Bright House Networks LLC and succeeded to the rights and obligations in the Existing Agreement with Bright House Cable;

WHEREAS, the Parties desire that, as of the Effective Date,

(a) the Existing Agreement with Marcus Cable and the Existing Agreement with Bright House Cable (which collectively may be referenced hereinafter as the "Existing Agreements") terminate; provided that the respective obligations of the Parties that arise under those Agreements and by their nature survive termination shall continue in effect following such termination;

(b) the provisions in this Agreement shall apply to Grantee's cable service operations in the City;

(c) the terms, conditions and provisions in this Agreement supersede those in the Existing Agreements and previously enacted Ordinance and Resolution applicable to the cable service operations of Marcus Cable of Alabama, LLC and Bright House Networks, LLC (collectively, "Grantee's Predecessors in Interest in the City"); and

(d) the Parties desire that Grantee hold the Franchise (as defined below) to provide Cable Service (as defined below) within the geographic limits of the City.

WHEREAS, the City acknowledges that Grantee's Predecessors in Interest in the City have substantially complied with the material terms of the Existing Agreements under applicable law, and Grantee represents that it has the financial, legal, and technical ability that is reasonably sufficient to provide cable-related services, facilities, and equipment to meet the future needs of the community; and

WHEREAS, the Parties desire to enter into this Agreement whereby, as of the Effective Date, Grantee will operate a Cable System (as defined below) in the City on the terms set forth herein.

WITNESSETH

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

1. Definitions.

a. "Cable Act" means the Cable Communications Policy Act of 1984, P.L. 98-549, 47 U.S.C. §521 Supp., as it may be amended or superseded.

b. "Cable System," "Cable Service," and "Basic Cable Service" shall be defined as set forth in the Cable Act.

c. "Franchise" means the authorization granted hereunder of the privilege, permit, license or other right to construct, operate and maintain a Cable System and provide Cable Services to Subscribers within the Service Area.

d. "Gross Revenues" shall mean all consideration of any kind or nature, including without limitation, cash, credits, property, and in-kind contributions (services or goods) received by Grantee that arises out of the provision of Cable Service within the City. Gross Revenues shall be revenues determined in accordance with generally accepted accounting principles (GAAP) and include, but are not limited to, the following:

i. All subscription fees paid by Subscribers in the City for the provision of Cable Services;

ii. All revenue derived from advertising sales and home shopping (including Home Shopping Network and any comparable shopping from home network) sales derived from the operation of the Service within the City. Advertising commissions paid to third parties shall be deducted from advertising revenue included in Gross Revenues. The allocation of advertising and home shopping revenue shall be based on the number of subscribers in the City divided by the total number of subscribers in relation to the relevant region or national compensation arrangement; and

g. "Subscriber" means any person in the City lawfully receiving any Cable Service from Grantee.

2. Granting of Franchise.

The City hereby grants to Grantee a non-exclusive Franchise for the use of the Streets within the Service Area for the construction, operation and maintenance of its Cable System, upon the terms and conditions set forth herein. Nothing in this Franchise shall be construed to prohibit Grantee from offering any service over its Cable System that is not prohibited by federal or state law.

3. Effective Date/Term.

This Agreement will become effective on January 1, 2019 (the "Effective Date").

Unless otherwise mutually agreed, this Agreement and the Franchise granted herein shall be in effect for an initial term of five (5) years that commences on the Effective Date. Following this initial term, this Agreement and Franchise will be automatically extended for an additional term of five (5) years, unless any of the following occur:

a. the City initiates renewal procedures in accordance with Section 546 of the Cable Act before the expiration of the term of this Agreement;

b. the City submits a proposal for the renewal of the Franchise under the alternative renewal procedures specified in Section 546(h) of the Cable Act; or

c. Proceedings to terminate or revoke the Franchise are initiated in accordance with the requirements of the Cable Act and this Agreement.

4. Use of Streets.

a. Grantee shall have the right to use the Streets of the City for the construction, operation and maintenance of the Cable System, including the right to repair, replace and enlarge and extend the Cable System, provided that Grantee shall utilize the facilities of utilities whenever practicable.

b. Grantee's facilities shall be installed underground in any part of the Service Area where existing telephone and electric services are both underground at the time of construction of the Cable System. In areas where either telephone or electric utility facilities are installed aerially at the time of Grantee's construction, it may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the City, the Grantee shall likewise place its facilities underground.

iii. All revenue arising from or attributable to the provision of Cable Services that are charged Subscribers in the City for any basic, optional, premium, per-channel or per-program, on-demand or video or audio service; cable service provider fees; installation and re-connection fees; charges for converter boxes, DVRs and other equipment rentals and/or sales; and upgrade, downgrade or other change-in-service fees.

Gross Revenues do not include:

i. uncollectible fees; provided that, all or part of uncollectible fees that are written off as bad debt but subsequently collected, less expenses of collection, shall be included in Gross Revenues in the period collected;

ii. insufficient funds (returned checks);

iii. late payment fees;

iv. maintenance charges for equipment and wire-maintenance plans;

v. discounts, refunds, and other price adjustments that reduce the amount of compensation received by Grantee;

vi. revenue from Grantee's sale of capital assets or surplus equipment;

vii. revenues for voice or telecommunication services, data transmission, information services, or the provision of directory or Internet advertising that are aggregated or bundled with amounts billed to Subscribers for Cable Services; provided the Parties acknowledge and agree that the part of any bundled charge that is payable by Subscribers for such bundled services that is attributable to Cable Services shall be included in Gross Revenues for purposes of this Agreement; or

viii. amounts billed to Subscribers to recover government-imposed taxes, fees, or surcharges in connection with the provision of Cable Service, including the Franchise Fee and any educational/governmental channel fee contemplated hereunder.

e. "Service Area" shall mean the territory comprising the entire municipal limits of the City; this term may be used interchangeably with the term "Franchise Area."

f. "Streets" means the public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, alleys, all other rights-of-way and easements, and the public grounds, places or water within the geographic boundaries of the City.

APPENDIX 1

c. Grantee shall have the right to remove, trim, cut and keep clear of the Cable System, the trees in and along the Streets of the City, but shall do so only after reasonable consultation with the City through its Arborist or other City official acting in such capacity.

d. Grantee, at no cost to the City, shall promptly repair or replace any facility, service or public improvement in the City (including but not limited to any Street, sewer, electric facility, water main or fire alarm, police communication or traffic control equipment) that Grantee damages in the course of exercising its Franchise privileges.

5. Standards for Operation of Cable System.

a. At all times Grantee shall employ ordinary care in the maintenance and operation of the Cable System so as not to endanger the life, health or property of any citizen of the City, the property or improvements of the City or the life, health or property of third parties that may be affected by Grantee's operations.

b. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may, from time to time, be amended.

c. In the course of designing, constructing, maintaining and operating its Cable System in the City, Grantee further agrees to:

i. comply with all applicable sections of the National Electric Safety Code;

ii. comply with all federal, state and local laws, codes, rules and regulations (collectively hereinafter "Laws") applicable to its operations, including, but not limited to, the following: Laws regarding safety in the workplace and protection of workers; Laws for use of the roads and operation of vehicles; and Laws that protect the environment, air or water quality or the public health, safety and welfare (including, without limitation, those issued by the Alabama Department of Environmental Management and Environmental Protection Agency); and

iii. perform its operations in accordance with industry standards for Cable Service providers.

6. Service for Subscribers.

a. Grantee shall continue to offer and provide Cable Service to all residences and locations within the Service Area where Grantee currently provides Cable Service. Its offering of Cable Service to Subscribers is conditioned upon Grantee having legal access to any such Subscriber's dwelling or other unit wherein such Cable Service is provided.

b. If the City annexes any territory outside the current Service Area in which Grantee (or any of its affiliates) is providing Cable Service, such annexed area will be subject to the provisions of this Agreement (including the obligation to remit the Franchise Fee to City) within ninety (90) days after the City provides Grantee notice of that annexation.

c. During the term of this Agreement, Grantee agrees that, with respect to its provision of service, it will comply with all Customer Service Standards set forth by the FCC in 47 C.F.R. § 76.309 or elsewhere in Part 76 of its rules and regulations (including those applicable to cable office hours, availability of telephone service, installation, outages, service calls, refunds, credits and customer notices), as may from time to time be amended.

d. Grantee shall provide its Subscribers and City any notices of changes in rates, programming services or channel positions or other information as may be required by the FCC in Part 76 of its rules and regulations, as may from time to time be amended.

e. Grantee shall not refuse to provide or deploy Cable Services to any customer (or a group of potential customers) in the City because of the income, race, gender, national origin, disability or other status of any of those customers.

7. Public Services.

a. Grantee shall provide one (1) channel on the Cable System for the use by the Granter for original, locally-produced, non-commercial, video programming for Government access programming. Programming shall be produced in Mountain Brook, AL. The Government access channel may be placed on any tier of service available to all Subscribers, including the digital tier.

b. If the City Council, the governing body for the Granter, approves collection from Grantee Subscribers of a monthly PEG support fee (the "PEG Fee"), Grantee agrees to commence collecting that Fee from its Subscribers within sixty (60) days after the City Manager provides Grantee notice of the City's intent to commence collection of those Fees. In no event will the amount of the PEG Fee exceed \$0.25 cents per Subscriber. The City will use these PEG Fees to defray expenses incurred for repairs, maintenance, upgrades, or replacement of equipment or operating facilities used to produce or deliver programming over the PEG Channel. Grantee will remit to the City any PEG Fees that it collects from the Grantee's Subscribers on the same frequency as the Franchise Fee.

c. Basic Service for Public Buildings. At its expense and subject to applicable law, Grantee shall install and provide complimentary monthly basic cable service to one outlet at each public school, and at each municipal, fire station, police station, library or other government building within the Service Area that passes within 125 feet of Grantee's distribution cable.

d. Emergency Broadcast. Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System ("EAS").

APPENDIX 1

B. Insurance/Indemnification.

a. Insurance Requirements. For the duration of this Agreement and for limits not less than stated below, Grantee shall maintain the following insurance with a company(ies) lawfully authorized to do business in Alabama and reasonably acceptable to City:

Table with 2 columns: Insurance Type and Statutory Limits. Includes Workers' Compensation, Commercial General Liability, and Automobile Liability.

Grantee may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

Before the Effective Date, the Grantee shall provide City a certificate(s) of insurance evidencing compliance with the requirements in this section. The certificate(s) shall indicate that the City has been named as an additional insured on the Comprehensive General Liability, Automobile Liability, and any applicable umbrella and excess policies, with respect to all of Grantee's operations contemplated by this Agreement. Thereafter, upon request of City, Grantee shall furnish a current certificate(s) of insurance evidencing such coverage. Should any of the policies required herein be cancelled before the expiration date thereof, the insurer affording coverage will endeavor to mail 30 days written notice of that cancellation to the City, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer affording coverage, its agents, or representatives, or the issuer of this certificate.

b. Indemnification. Grantee agrees to defend, indemnify and hold the City, and its agents, employees, officials and representatives, harmless from all suits, claims for damages (including personal injury or death and property damage), judgments, losses, expenses (including but not limited to reasonable attorneys' fees, court costs and other litigation costs) and liabilities (hereinafter collectively "Claims") resulting from the following acts or omissions of Grantee (or its employees, representatives, officials, or contractors): (i) its construction, operation or maintenance of the Cable System, (ii) its provision of Cable Services in or about the Service Area, (iii) its use of the Franchise, or (iv) its failure to perform its obligations under this Agreement. City agrees to use its good faith effort to furnish Grantee written notice of any requests for indemnification pursuant to this Section at least ten (10) business days prior to the deadline for responding to any complaint or claim for which indemnification is sought, if any such deadline exists, or within thirty (30) days of its receipt of any such claim or demand if there is no deadline for response; provided that the City's failure to provide notice in these periods shall not affect, nullify or preclude it from exercising its rights under this provision unless

Grantee demonstrates that the City's delay has prejudiced Grantee's ability to assume the defense for and indemnify the City against the claim(s) for which it demands indemnification. Notwithstanding the foregoing, Grantee shall not be obligated to indemnify the City (or its representatives) for Claims resulting from the independent willful or negligent acts of the City (or its representatives), the City's use of the Cable System, or from the activity or conduct of the City or any person or entity other than Grantee in connection with PEG Channel programming.

9. Revocation of Franchise/Early Termination of Agreement.

Prior to the revocation of the Franchise or the early termination of this Agreement by the City, it shall give written notice to Grantee of its intent to so revoke or terminate based on a pattern of substantial noncompliance by Grantee with one or more material provisions of this Agreement, or for other lawful cause. The notice shall specify the noncompliance that the City has identified as the basis for its proposed revocation or termination. Grantee shall have sixty (60) days from such notice to (a) object in writing to the alleged noncompliance and state its reasons for such objection, (b) provide the City a written explanation for the alleged noncompliance that the City subsequently acknowledges in writing satisfies the noncompliant condition, or (c) cure the noncompliance. If Grantee has not cured the noncompliance or otherwise resolved it to City's satisfaction during that sixty (60) day time period, the City then may seek to revoke the Franchise or terminate the Agreement following a public hearing in which it considers those actions (the "Revocation Hearing").

The City shall provide Grantee at least thirty (30) days prior written notice of the Revocation Hearing; that notice shall specify the time, place and purpose of such Hearing. At any such Revocation Hearing will be on the record, and during it the City shall give Grantee an opportunity to state its position, present evidence and question witnesses on any noncompliance matters. Following the Revocation Hearing, the governing body for the City will determine whether it will revoke the Franchise and terminate this Agreement; if that action is taken, a written transcript or video record of the Hearing shall be made available to Grantee within twenty-one (21) business days following that determination. Grantee reserves the right to challenge a revocation determination made by the City in a court or tribunal of competent jurisdiction on such grounds as may be available to it under the Cable Act, or otherwise by law. In such instance, the decision of the City shall be entitled to such weight as is appropriate under the applicable principle(s) of legal review, but nothing in this Agreement shall be deemed to deny Grantee any right that is otherwise available to it to present additional evidence or argument to the reviewing court, tribunal, or agency. Likewise, nothing in this Agreement or in any action taken by the City under authority of this Agreement shall be deemed to confer, expand, deny, or restrict the nature, scope, or type of judicial review applicable to the challenged revocation.

Upon revocation of the Franchise or early termination of this Agreement for any reason, Grantee, at its expense, may remove the Cable System from the Streets, or abandon the Cable System in place. Further, although Grantee shall no longer be obligated to provide Cable Service in the City following the revocation of its Franchise or the termination of this Agreement, all of

Grantee's obligations hereunder that relate to or arise from events occurring before the effective time of the revocation (or termination) will survive those actions.

10. Franchise Fee/Records Retention/City's Audit Right.

a. Franchise Fee. Throughout the term of the Agreement, Grantee shall pay City an amount equal to five percent (5%) of the Gross Revenues (as defined in Section 1 above) related to the provision of cable service to Subscribers (the "Franchise Fee"). No later than forty-five (45) days following each quarter of the Agreement, Grantee will calculate and pay the City the Franchise Fee owed for the previous quarter by electronic fund transfer to a bank account it designates. At the time of each such payment, Grantee also will furnish City with an accounting report or statement that, in a summary form, discloses the total Gross Revenues derived from the Cable System for the previous quarter, the methodology used to calculate the Franchise Fee and other bases on which Grantee determined the amount of each payment.

b. Records Retention. For a rolling period not less than six (6) years following the generation of the following records, Grantee agrees to retain and make the same available for inspection by the City (or its designated representative):

i. its databases and books, reports, statements or accounting records indicating cable and other types of services provided to Subscribers during the term of the Agreement;

ii. its databases and books, reports, statements and accounting records indicating the revenues charged and collected for cable and other types of services provided to Subscribers during the Agreement; and

iii. all records, reports or other data generated, used or reviewed by Grantee to compute its Gross Revenues or in the process of calculating the amounts of Franchise Fees paid to the City.

c. Audit of Grantee Records. Grantee acknowledges and agrees that, to the extent necessary to ensure proper payment of Franchise Fees and other amounts owed City hereunder, the City (or its designated representative), upon the provision of reasonable advance notice to Grantee during the rolling, six-year record retention period for the records listed above in subsections (i), (ii) and (iii), shall have the right to audit, examine, review and receive copies of those records. At its expense, Grantee agrees to furnish access to these records and reasonably cooperate with City in any such review or audit.

d. The City's acceptance of periodic Franchise Fee payments shall not be construed as a release of or an accord or satisfaction of any claim that City might have for further or additional sums payable under the terms of the Agreement.

e. City understands that, on Grantee's bills to its Subscribers, Grantee separately will identify and subsequently pass through the Franchise Fee, any PEG Fee authorized by this

Agreement and other government-imposed taxes, taxes, fees, or surcharges payable and collected from Subscribers in connection with the provision of Cable Services.

11. Equitable Modification.

If any entity other than Grantee is authorized by the City to provide Cable Service or video services of the type provided by Grantee (without regard to the technology used to deliver such services) using facilities located wholly or partly in its Streets (a "Grantee Competitor(s)"), which Competitors specifically include, but are not limited to AT&T Corporation or its affiliates), and if Grantee alleges that the material obligations applicable to Grantee in this Franchise are more burdensome or less favorable than those imposed on any such Grantee Competitor, then Grantee may request that the Grantor modify this Franchise as reasonably necessary to ensure that the alleged inequity applicable to Grantee is rectified, and Grantor shall not unreasonably deny such a request. In the event Grantor denies the request by Grantee to so correct an alleged inequity and the parties are unable to resolve that dispute, Grantee may, at its option, (i) request that the Grantor agree to mediate that dispute before a mutually agreeable mediator; (ii) deem this Franchise expired thirty-six (36) months from the date of the above written notice; or (iii) terminate this Franchise and replace it with the franchise arrangement offered by the City to the Grantee Competitor that allegedly benefits from the claimed inequity.

12. Confidentiality.

During the term of this Agreement, either Party may provide the other books, records, documents and information that the disclosing Party considers and designates as confidential ("Confidential Information"). The Parties agree to take reasonable measures to prevent disclosure to third parties of any Confidential Information that the other so designates.

Notwithstanding the above provision or any other herein, Grantee acknowledges that the City is a governmental entity that is obligated to comply with the public record laws of the State of Alabama, and that it may be required hereunder to disclose to third parties certain information that Grantee may designate as Confidential. Accordingly, the City does not retain that it can or will undertake or protect from disclosure to third parties any Confidential Information supplied by Grantee in connection with this Agreement provided that, if the City receives a request from a third party to disclose information received from Grantee that it has designated as Confidential Information, the City, before disclosing that information to the third party, will notify the party requesting disclosure of Grantee's desire to protect the confidentiality of such information and promptly notify Grantee so that it, at its own expense, will be afforded an opportunity to oppose the disclosure in court. If Grantee does not so oppose disclosure, the City will comply with the request of the third party and release the requested information to it.

13. Designated Representatives/Notices.

The Parties appoint their respective representatives below to coordinate with the other on all matters pertinent to the administration of this Agreement (the "Designated Representative").

APPENDIX I

Designated Representative for City:

Sam Gaston, City Manager
City of Mountain Brook
56 Church Street
Mountain Brook, AL 35213

Designated Representative for Spectrum Southeast, LLC

Director, Government Affairs
Charter Communications
151 London Parkway
Birmingham, AL 35211

Each Designated Representative also shall have the authority to act on behalf of its respective organization to transmit instructions and receive information. Either Party may substitute a Designated Representative other than the person named above upon provision of written notice.

Any notice required hereunder to be sent in writing to the other Party shall be sufficiently given when sent to the Designated Representative for the intended recipient (i) via United States certified mail, return receipt requested; (ii) via overnight courier with receipt verification to the address set forth herein, or (iii) by personally delivering such notice to the recipient's Designated Representative. Additionally, copies of any notices to Grantee shall be sent to:

Charter Communications
Attention: Vice President, Local Govt. Affairs & Franchising
601 Massachusetts Ave. NW, Suite 400W
Washington, DC 20001

14. Force Majeure.

If a Party is unable to perform its obligations hereunder due to the occurrence of an event(s), conditions or circumstances that are beyond that Party's reasonable control (a "Force Majeure Event"), the non-performing Party shall not be deemed in default to the other, nor suffer any penalty related thereto, during the period that the Force Majeure Event causes the non-compliance. A Force Majeure Event includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, and work delays caused by failures of other utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System may be attached.

15. Dispute Resolution.

Including any competitive disadvantage claim that is discussed above in Section 11, the Designated Representatives of the Parties will use their good faith efforts to resolve any other type of dispute or claim between them arising from the performance or failure to perform their respective obligations under this Agreement (a "Dispute"). If the Designated Representatives are unable to amicably resolve a Dispute, it will be escalated to the official or senior level of each Party for consideration. If a Dispute cannot be resolved at the official or senior level, either Party may request that the Dispute be mediated; if the Parties agree to mediate, each will bear its own costs of mediation, including attorneys' fees. However, if the parties are unable to amicably resolve any Dispute, either party may commence litigation in a court that is located in or has venue for Jefferson County, Alabama. If (i) either Party should employ attorneys or incur other expenses in any legal action regarding a Dispute, and (ii) one Party secures a final judgment before a court of competent jurisdiction or obtains other relief from an administrative body related thereto against the other Party, the losing Party will pay the prevailing Party its reasonable attorneys' fees and other reasonable expenses that are incurred in that action; provided that the maximum amount of such attorneys' fees and expenses that the prevailing Party may recover from the losing Party shall not exceed Twenty Thousand Dollars (\$20,000).

16. Miscellaneous.

a. Amendment. Except as provided in the provision immediately below, this Agreement may be amended or modified only by a written instrument executed by duly authorized representatives of both Parties.

b. Obligations Under Existing Agreement Not Discharged. Nothing in this Agreement shall discharge or release Grantee from its obligations to pay Franchise Fees or otherwise perform its obligations to the City that relate to or arise out of events that occurred (or failed to occur) before the termination of the Existing Agreements.

c. Entire Agreement. This Agreement constitutes the entire agreement between the City and Grantee with respect to the matters contained herein and supersedes all prior or contemporaneous discussions, agreements, and/or representations of or between the City and Grantee, whether oral or written, regarding the subject matter hereof.

d. No Waiver. The failure on the part of either Party to enforce any of the terms, conditions or provisions of this Agreement shall not be construed as a waiver of the right to subsequently compel enforcement of that or any other term, condition or provision herein. The respective rights, benefits and obligations under this Agreement may be waived only in a writing signed by the Parties.

e. Binding Effect. This Agreement shall be binding upon and for the benefit of each of the Parties and their respective principals, managers, officials, officers, directors, shareholders, agents, employees, attorneys, successors and authorized assigns.

f. Counterpart Execution. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the

Invasive Plant Control, Inc.
PO Box 50556
Nashville, TN 37205



01/04/19

Shanda Williams
Parks & Recreation Superintendent
City of Mountain Brook
3698 Bethune Drive
Mountain Brook, AL 35223

RE: Cahaba River Walk Invasive Plant Removal

Dear Shanda Williams,

Thank you for the opportunity to visit Cahaba River Walk. During our initial site visit, we determined the extent of the invasive plant infestation. IPC proposes 3 days for the first phase of treatment at the park. Two days will include the cutting and stump treatment of the invasive species present at the site, with the third day devoted to removal/processing of plant debris on the site.

Per our discussion during the initial site visit, I am proposing two different options and costs for the disposal of plant material at the site:

Option 1: Two days of herbicide treatment; One day chipping material onsite;
Cost: \$4,764.90

Option 2: Two days of herbicide treatment; One day hauling brush to onsite dumpster;
Cost: \$5,342.40

The second phase of treatment will consist of foliar treatment for regrowth at the site. IPC proposes one day for treatment at a cost of \$1,450.80.

The total cost for each option (Phase 1&2) is listed below:

Option 1 (Chipping Debris): \$6,215.70

Option 2 (Offsite Debris Removal): \$6,793.20

Thank you for considering our proposal. If you have any questions, please contact me at vance@ipc.us.com or 615-650-0465.

Sincerely,

Vance Brown
Invasive Plant Control, Inc.
AL Pesticide Applicator #17366

CONTRACTOR AGREEMENT

Invasive Plant Control, Inc (hereinafter the "Contractor") enters this Contractor Agreement ("Agreement") with the City of Mountain Brook, Alabama, a municipal corporation ("City"), effective as of the date last executed by a party below (the "Effective Date"). Contractor and City may be individually referenced herein as "Party" or collectively as "Parties."

1. Project. Unless otherwise stated on the attached Exhibit A - Specifications (which is incorporated by reference), Contractor, at its expense, will furnish all the labor, materials, supplies, supervision, and equipment needed to perform the work, services and operations (collectively, the "Work") on the understated project (the Project")

Name of Project: Remove Invasive Plants

Site of Project: Cahaba River Walk
3503 Overton Road
Mountain Brook, AL 35223

2. Scope of Work. See Exhibit A (which includes the City Scope of Work and January 4, 2019 Contractor Proposal) that is attached and incorporated herein.

3. Undertaking of Parties. Contractor agrees to perform the Work in accordance with the terms, conditions and specification in this Agreement and on Exhibit A. City agrees to compensate Contractor and perform its other responsibilities set forth in the Contract Documents.

4. Term/Termination. The term of this Agreement shall commence on the Effective Date and thereafter continue in effect up to twelve (12) months (the "Term"). The period in which Contractor will complete the Project is set forth on Exhibit A.

Notwithstanding the provision immediately above or any other language herein, City may terminate this Agreement before the expiration of its Term at the time designated in a written notice to Contractor if each of the following have occurred: (a) Contractor has defaulted on a material obligation to the City hereunder (a "Default"); and (b) following the City's provision of written notice of Default to Contractor, the Contractor fails to correct or remedy that Default within fifteen (15) days after receipt of that notice. The failure of the Contractor to timely perform the Work shall be considered an event of Default. This remedy is in addition to any other provided in the Agreement or available to City under law or in equity.

5. Contract Price/Invoice/Certification. Unless otherwise stated in the Special Conditions on Exhibit A or agreed in a writing signed by the Parties, City will pay Contractor the lump sum amount of Six Thousand Seven Hundred and Ninety-three Dollars and Twenty Cents (\$6,793.20) as compensation for performing the Work (the

APPENDIX 2

"Contract Price"). Unless agreed in a writing or amendment to this Agreement that is signed by duly authorized representatives of both Parties, the total amount payable to the Contractor for the Work shall not exceed the Contract Price.

The City will pay the Contract Price on this Project as follows:

Within ten (10) days following the successful completion of the Project, Contractor will submit to City Project Representative an invoice for the Contract Price (as adjusted by any mutually agreed change orders signed by both parties). With such invoice Contractor shall submit records reasonably supporting its payment. Within five (5) days following receipt of that invoice, City Project Representative will review same, consult with Contractor and make any mutually agreed modifications to it, certify that the invoice is due to be paid, and forward that certified invoice to the City Clerk. The City Clerk will remit to the Contractor the amount certified for payment within twenty (20) days after it receives that certification.

6. Warranties of Contractor. The Contractor warrants each of the following with respect to its Work:

- (a) that it expeditiously will perform its Work in a good and workmanlike manner that is consistent with level of skill and care that would be provided by other contractors performing operations under the same or similar conditions, and in accordance with the Project schedule;
- (b) that it, and all of its employees or any subcontractors (if authorized), will complete the Work in compliance with all codes, laws and regulations that are applicable to the Project;
- (c) that before commencing the Work, at its own expense, the Contractor will obtain all licenses, permits or other governmental authorizations needed to complete the Project, including without limitation, a business license and building permit issued by the City (collectively, "Licensing"). Contractor further agrees to maintain that Licensing throughout the performance of the Project;
- (d) that it has inspected the Site and any other locations at which it will perform the Work, and, based on that inspection and its expertise, that it has determined that each of those locations is reasonably suitable for Contractor to complete the Work;
- (e) that the Contractor shall be responsible to remove and properly dispose of any debris related to its completion of the Project, and that it will leave each location where the Work is performed in reasonably clean condition;

(f) that the Work will be free of any material defects in workmanship and materials for a period of one (1) year that shall commence on the date of completion of the Project; and

(g) that all actions required to be taken by or on behalf of the Contractor to enter or execute this Agreement, and to perform its obligations and agreements hereunder, have been duly taken, and the person signing below on behalf of Contractor is authorized to execute this Agreement.

7. Insurance/Safety/Indemnification.

(a) Insurance. For the duration of this Agreement and for limits not less than stated below, Contractor, at its sole expense, shall maintain the following insurance with a company(ies) lawfully authorized to do business in Alabama and reasonably acceptable to City:

- (i) Comprehensive General Liability: Seven Hundred Fifty Thousand Dollars (\$750,000.00), combined single limit and aggregate for bodily injury and property damage. This Comprehensive General Liability policy shall include coverage for premises/operations, products/completed operations, assumed contractual obligations, independent contractors, and broad form property damage;
- (ii) Automobile Liability: Automobile Liability covering owned and rented vehicles operated with policy limits of not less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) combined single limit and aggregate for bodily injury and property damage;
- (iii) Workers Compensation/Employer's Liability: Workers' Compensation as required by statute and Employer's Liability with limits of Five Hundred Thousand Dollars (\$500,000) per occurrence.

The Contractor may satisfy its insurance obligations hereunder through a combination of primary, umbrella and excess policies. Before the execution of this Agreement, the Contractor shall provide City a certificate(s) of insurance evidencing compliance with the requirements in this section. The certificate shall name City as an additional insured on the Comprehensive General Liability, Automobile Liability, and any applicable umbrella and excess policies.

(b) Safety. Contractor agrees that it (a) has the sole responsibility to identify any condition or hazard at the Site or other locations on City property that will prevent it from safely performing the Work, and (b) is exclusively responsible for performing the Work in a safe manner that does not put at risk the safety of persons or endanger property. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) its employees and all other persons who may be affected by the Work; (ii) all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the Site, or under the care, custody or

control of the Contractor or any of its representatives; and (iii) other property at the Work Site or adjacent thereto.

(c). Indemnification. Contractor agrees to defend, indemnify, and hold harmless City and its agents, employees and officials (hereinafter collectively, the "Indemnitees") from and against all demands, actions, liabilities, expenses (including reasonable attorney's fees) or claims for damages by any third parties (including any employee, subcontractor or representative of the Contractor, hereafter a "Contractor Representative") that arise out of, relate to or are caused by any negligent act, omission or conduct by Contractor or any Contractor Representative in performing or failing to perform the Work or its (or their) responsibilities under this Agreement; provided that nothing herein shall obligate the Contractor to indemnify any of the Indemnitees for any claims resulting from the negligent conduct or the willful misconduct of the Indemnitees.

(d). Limitation of Liability. In no event may Contractor recover from the City any special, incidental, consequential or any other indirect damages whatsoever of any description (including, without limitation, damages for lost profits, lost advantage, lost opportunity, loss of savings or revenues or for increased cost of operations) or amount arising from the City's breach of its obligations hereunder.

8. Project Representative. Each Party shall appoint and indicate on Exhibit A its representative who shall coordinate with the other Party on all matters related to the performance of the Work and the administration of this Agreement (the "Project Representative"). Any notice required hereunder shall be sufficiently given when sent to the appropriate Project Representative via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or by personally delivering such notice to the party to be in receipt thereof.

9. Miscellaneous Provisions.

a. This Agreement which is comprised of this instrument, the City Scope of Work and the January 4, 2019 Contractor Proposal (collectively, the "Contract Documents") sets forth the entire understanding between the Parties concerning the matters herein, and all oral representations, prior negotiations, understandings, agreements, conditions, and terms discussed between them prior to acceptance and signing of this Agreement are deemed to have merged herein.

b. This Agreement may be executed in counterparts each of which when executed by the parties shall be deemed to be a complete original. An electronic or facsimile copy of the executed contract or counterpart shall be deemed, and shall have the same legal force and effect as, an original document.

c. Any forbearance or delay on the part of City in enforcing any of its rights under this Agreement shall not be construed as a waiver of such rights. No terms of this Agreement shall be waived unless expressly waived in writing.

d. Contractor may not assign its rights, obligations or the benefits of this Agreement to any third party without the written consent of City, which consent may be withheld for any reason.

e. This Agreement is made only for the benefit of the Parties. It is not intended, nor shall it be construed, to grant or bestow any benefit, right or privilege to any third party.

f. Contractor is an independent contractor of City. This Agreement does not create any partnership, joint venture or principal-agent relationship between the Parties. Further, City retains no control or authority with respect to its means and methods in which Contractor (or any of its employees or representatives) performs the Work.

h. Immigration Law Compliance. Contractor represents and warrants to the City that: (i) it does not knowingly employ, hire for employment, or continue to employ, in Alabama, an "unauthorized alien," as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, et seq., Code of Alabama 1975, as amended (the "Act"); (ii) it will enroll in the E-Verify program prior to performing any work on the Project in Alabama and shall provide documentation establishing that it is enrolled in the E-Verify program. During the performance of this Agreement, the Contractor shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations; (iii) it will comply with all applicable provisions of the Act with respect to subcontractors, if any, that it engages on the Project by entering into an agreement with or by obtaining an affidavit from such subcontractors providing work on the Project in Alabama that such subcontractors are in compliance with the Act with respect to their participation in the E-verify program. Contractor further represents and warrants that it shall not hire, retain or contract with any subcontractor to work on the Project in Alabama which it knows is not in compliance with the Act; and (iv) by signing this Agreement, it affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if Contractor is found to be in violation of this provision, it shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

i. Amendment. Neither this Agreement nor any of the provisions herein (including, without limitation, those concerning the Scope, Project Schedule and Contract Price) may be amended or modified except in accordance with the terms of a written instrument (or change order) signed by both Parties.

j. Delayed Performance/Force Majeure Events. Neither Party shall be liable to the other for any failure to perform its respective obligations (including payment obligations) under this Agreement during any period in which its performance is delayed by circumstances beyond its reasonable control, such as fire, flood, war, embargo, strike, riot, or the intervention of any governmental authority (a "Force Majeure Event"). However, the delayed Party must promptly provide the other with written notice of the

APPENDIX 2

Force Majeure Event, the delayed Party's time for performance will be excused only for the duration of that Event, and, if that Event lasts longer than 30 days, then the other Party may immediately terminate, in whole or in part, this Agreement by giving written notice to the delayed Party.

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

(Signature Page Follows)

Whereas, the undersigned, duly authorized representatives of the Parties execute this Agreement on behalf of their respective organization on the date(s) shown below.

CITY OF MOUNTAIN BROOK, ALABAMA
By: Stewart White
Its: Mayor
Date: 1/29/2019

INVASIVE PLANT CONTROL, INC
By: _____
Its: _____
Date: _____

EXHIBIT A – SPECIFICATIONS

1. Scope of Work

See attached City Scope of Work and January 4, 2019 Contractor Proposal

If Contractor desires or is required to perform services on the Project that fall outside the Scope ("Additional Operations"), the Contractor shall advise the City Project Representative of the need for Additional Operations before undertaking those services, the parties shall reach agreement on the expense of any Additional Operations and the City Project Representative shall approve any such Additional Operations before the Contractor performs same.

2. Project Schedule. Weather permitting, Contractor expects to complete the first phase of the Work within an approximate 6 week period after execution of the Agreement and the City provides it a Notice to Proceed. The second phase of the Work should be completed with a 12 month period after execution of the Agreement.

3. Project Representatives.

City Project Representative: Shanda Williams 3698 Bethune Drive Birmingham, AL 35223 Email: williamsst@mtnbrook.org Day Tel #: 205-802-3879

Contractor Project Representative: Vance Brown PO Box 50556 Nashville, TN 37205 Email: vancebrown@hotmail.com Day Tel #: 615-630-0465

4. Special Conditions.

Blank lines for special conditions.

INVASIVE PLANT MANAGEMENT SPECIFICATIONS AND INSTRUCTIONS FOR CAHABA RIVER WALK

1.0 Scope/Nature of Requested Services

1.1 Scope: This proposal is to provide the City of Mountain Brook with services to remove select invasive plant and noxious weed species from Cahaba River Walk, treat any stumps in the removal areas with appropriate herbicides to prevent or retard subsequent regrowth and subsequent management efforts. The City estimates that it will require mechanical removal of invasive growth and stump/foliar treatment of select invasive plant and noxious weed species over approximately three and one half (3.5) acres at Cahaba River Walk. In addition to the initial removal of select invasive plant and noxious weeds species, the regrowth of these plants will need to be sprayed within the following 12 months. The City's Park and Recreation Department will be the main contact for this service.

The two phases for performing these services are as follows:

(a) Phase One: The initial removal of invasive plant and noxious weed growth and application work will need to be performed and completed by February 22, 2019.

(b) Phase Two: A follow-up herbicide application operation in the areas in which invasive plants and weeds initially were removed will need to be completed by February 22, 2020.

1.2 The services will be provided around or near Cahaba River and tributaries, so commercially reasonable practices and precautions must be taken to avoid contamination of water in those areas.

1.3 The goal of the City of Mountain Brook is to remove invasive species from the park to open up the view of the park and river. The park is bordered by a creek, Cahaba River, and Overton Road.

A map of Cahaba River Walk is located at the end of this document. Trucks and equipment can easily access the park from the parking lot off of Overton Road. Smaller equipment can enter the park, but great care should be taken to not damage any of the desirable plants. The contractor will be responsible for correcting any damages.

1.4 There is a steep bank between the trail and Cahaba River. Invasive plants should be removed from the top flat areas and on the edge of the bank. Invasive plants along the side of the bank need to be cut and stump treated selectively so to not cause significant erosion issues. Extreme caution should be exercised in these areas for the safety of the worker and well-being of the river and park.

APPENDIX 2

1.5 Area Estimate: The City estimates that project will require specific invasive plant and noxious weed removal and management over approximately three and one half (3.5) acres at Cahaba River Walk. Not all of this area is thick with invasive plants.

1.6 Invasive Plant and Noxious Weed Species to be Removed, Treated and Managed: The following are the plant species to be removed, treated and managed. Species occur at varying rates and sizes and all do not occur at each site.

Brush/Trees

- Privet Mimosa Chinese Parasol Eleanthus Ailcea Mahonia Cherry Laurel Chinese Holly

Vines

- Kudzu Ivy Wisteria Poison Ivy Japanese Honeysuckle

1.7 Native and Other Plants to Remain in Place and Not Be Removed or Treated. Employees of the successful contractor shall not remove or treat any native plants or plants other than those above in Section 1.5. Those employees must be trained and capable of identifying and distinguishing the invasive plants/weeds from those that shall remain in place, unharmed and not treated. Below is list of certain types of plants and species that shall remain in place and not be cut, removed or sprayed:

- Wild Ginger Trillium Native Eonymus/Hearts a Bursting Buckeye Oakleaf Hydrangea Native Azalea Big Leaf Magnolia

This is not a comprehensive list of all native plants.

1.8 Herbicide Products: All herbicides that are used must be labeled for use in the areas where they are applied. A list of proposed herbicides should be provided on the attached Response Form. All herbicides used must first be approved by the City. A list of herbicides used and their corresponding MSDS sheets must be kept on site while being

applied and made available upon request. A record of application must be turned into the Parks and Recreation Department. At a minimum, this record should include the following: date, chemical, rate, amount applied, area applied to, name of applicator, and any other noteworthy information.

1.9 Pricing: Each respondent shall submit a quote of its firm price for the operations contemplated in this document. The quoted price is intended to cover all of the contractor's expenses for equipment, tools, herbicides, hauling off and dumping of brush, labor and supervision to complete the work.

1.10 Scheduling of Work: One week prior to any invasive species removal the contractor must submit a schedule to the City representative of the week's anticipated work schedule and locations. Also, one week prior to any foliar treatment, the contractor shall submit a schedule detailing when each site is anticipated to be sprayed.

1.11 Cutting, removal, hauling and disposal of trunks, limbs, logs, brush and vegetation and stump spraying: The quoted price for this work includes the expense of all equipment, chainsaws, chippers, supplies, herbicides, etc., needed by the successful respondent to complete its operations. Cutting and removal of the invasive plant and noxious weed species shall be done in such a way, at a time and during conditions that will not cause erosion or damage to the City parks or properties on which it is performed or damage to adjacent landowner property. Stump treatment with an herbicide approved by the City must be used in compliance with the label directions. Stump treatment must be done under the supervision of a certified pesticide applicator. Bush type plant species with a basal diameter smaller than one inch (1") may be addressed with herbicides only. All crew members must be trained in plant identification. Trucks must be equipped to ensure no spillage of debris when hauling for disposal. Proper safety signage and/or cones marking the work area shall be the responsibility of the service provider. Care must be taken to not damage any open turf area with ruts from trucks and chipping equipment used at the sites. Repairs of any turf damage at the sites will be the responsibility of the service provider. All cuttings and debris are to be removed from City property and properly discarded.

1.12 Foliar treatment of regrowth: Following the initial removal and treatment of invasive vegetation, spraying of herbicides to retard the designated areas at Cahaba River Walk will be performed within twelve (12) months after the initial phase of the project is completed. This work will also entail removal of any invasive plant/weeds that were "missed" (i.e., not removed) by the contractor in the initial phase. All treatment for regrowth of the select invasive plant and noxious weed species must be done under the supervision of a Certified Pesticide Applicator. The treatment of regrowth shall be done with an herbicide approved by the City and must be used in compliance with the labeled directions. The herbicide chosen shall be approved for use near water ways when used by the creeks.

- 1.13 **Working Days and Hours:** Work shall be performed Monday through Friday, during daylight hours, but between the hours of 7:00 am and 4:30 pm. *Spraying herbicides should be done while the temperatures are above forty (40) degrees.* The performance of work outside those days, hours and conditions must be approved by the City Representative.
- 1.14 **Traffic:** The contractor shall conduct work so that it does not interfere with the safe flow of traffic on the roadways and driveways on and off City property, or unreasonably interfere with pedestrian traffic on the trails at City parks.
- 1.15 **Progress Reports:** The contractor shall submit an email report regularly to the City Representative of the work performed. The report must include: days worked, location of work performed, acres or work performed, a brief description of the work performed, general spray record, and preferably photos of before and after to document the progress.
- 1.16 **Documentation of Herbicide Application:** The contractor shall submit to the Department copies of all spray records for work performed upon the City property within fourteen (14) days of work performed.
- 1.17 **Inspections:** The Park and Recreation Department will conduct periodic site inspection for the removal or foliar treatment of the select invasive plant and noxious weed species. A representative from that Department will be onsite the first week of work. If the City determines in its inspections that removal, touch up or extra spot herbicide applications are needed due to insufficient removal or foliar application by the contractor during its initial work, the contractor shall furnish such services at no additional cost to the City.

2.0 General Requirements

- 2.1 **Contract:** The successful contractor agrees to perform the work according to the Specifications and requirements herein.
- 2.2 **Initial Term of Contract:** The proposed contract shall become effective on the date of its execution by the City and expire on February 22, 2020.
- 2.3 After reviewing all responses, the City reserves the right to not award a contract to any of the respondents.
- 2.4 **Compliance with Immigration Laws.** If awarded the contemplated contract, the successful contractor agrees, represents and warrants that it will not knowingly employ, hire for employment, or continue to employ within the State of Alabama an "unauthorized alien," as defined by the *Beason-Hammon Alabama Taxpayer and Citizen Protection Act*, Act No. 2011-535 (H. B. 56), as amended from time to time (the "Act") and that, during the performance of this contract, it shall participate in the E-Verify program as required under the terms of the Act. The contractor also agrees to comply with all applicable provisions of the Act with respect to its contractors in the State of

single limit and aggregate for bodily injury and property damage per occurrence.

All required insurance shall be provided by a policy(ies) issued by a company or companies qualified to engage in the insurance business in the State of Alabama with a rating reasonably acceptable to the City. These insurance requirements are in addition to and do not affect any indemnification obligation of the Contractor herein. Except for the Workers Compensation coverage, all coverage shall contain endorsements naming the City of Mountain Brook and its officers, employees, and agents, as additional insureds with respect to liabilities that arise out of and result from the operations of the contractor or the performance of its work. Before the commencement of work hereunder, the contractor shall provide the City with a certificate of insurance and endorsements (including the additional insured endorsements) evidencing compliance with the requirements in this section.

- 2.8 **Contractor's Warranties on Use of Hazardous Substances.** For purposes of the contract and this provision, the following definitions apply: (a) "Hazardous Substances" are toxic or hazardous substances, pollutants, or wastes pursuant to Environmental Laws, and include the following substances: toxic pesticides and herbicides, gasoline, kerosene, other flammable or toxic petroleum products, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Laws" means federal laws and laws of the jurisdiction where the work site(s) is located and associated regulations that relate to health, safety or environmental protection (including, but not limited to, laws, regulations and rules that protect the quality of water and air or public health, safety and welfare that are promulgated by the EPA and the Alabama Department of Environmental Management); (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Laws; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

The herbicides that the contractor will store, apply and use on City property and work sites (the "Property") are Hazardous Substances within the meaning of applicable Environmental Laws. Except as is commercially reasonable in the use of herbicides to treat invasive plants and noxious weeds, the Contractor shall not cause or permit disposal or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Further, the Contractor warrants that it shall use commercially reasonable practices when applying herbicides, shall not violate any Environmental Laws in the process of performing its services and shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Laws, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the Property. The preceding sentences shall not prevent the presence, use, or storage on the Property of quantities of Hazardous Substances that are generally recognized to be appropriate for the conduct of the services that the contractor will provide to the City and comply with Environmental Laws.

Alabama by entering into an agreement with or by obtaining an affidavit from such contractors providing work for the contractor providing that such contractors are in compliance with the Act with respect to their participation in the E-verify program. The contractor represents and warrants that it shall not hire, retain or contract with any contractor in the State of Alabama that it knows is not in compliance with the Act.

By entering the contract, the contractor also affirms that, for its duration of the contract, it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. If the contractor violates these provisions of the contract, it shall be deemed in breach and shall be responsible for all damages resulting therefrom.

- 2.5 The successful respondent must supply the City with a copy of its W-9 and E-verify MOL. The E-verify document can be printed from www.uscis.gov/e-verify.
- 2.6 **Licensing.** Before commencing the work, the successful contractor, at its expense, must obtain and maintain a business license with the City of Mountain Brook, an Alabama Commercial Pesticide Applicator's license, and all other licenses related to the performance of the work and maintain all of those licenses throughout the term of the contract.
- 2.7 **Contractor Insurance Requirements:** The successful contractor must provide and maintain the following policies of insurance throughout the term of the contract:
 - (a) **Comprehensive General Liability:** This insurance shall cover all operations performed by or on behalf of the contractor with limits of not less than Two Million Dollars (\$2,000,000) combined single limit and aggregate for bodily injury and property damage per occurrence. This insurance shall include coverage for the following: (i) completed operations; (ii) assumed contractual liabilities; (iii) damages to third parties for personal injury, death and property damage; (iv) damage and injury to City property and City personnel cause by or resulting from the negligent acts, operations, or omissions of the Contractor or its employees or representatives in performing its services and work contemplated in the contract; and (v) coverage for claims against the City for damage to environmental conditions resulting from alleged or actual violations of Environmental Laws (as defined in these Specifications) occurring at the Irondale Furnace or other City parks in the course of performing contractor's services.
 - (b) **Workers' Compensation** as required by statute;
 - (c) **Employer's Liability** with limits of \$500,000 per occurrence; and
 - (d) **Automobile and Vehicle Insurance:** This insurance shall cover all vehicles (owned and rented) used by the contractor in connection with the performance of the work with limits of not less than \$500,000 combined

The contractor shall promptly give the City written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which the contractor has actual knowledge, (b) any Environmental Condition, including, but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of any hazardous substance which adversely affects the Property. If the contractor learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary as a result of the contractor's operations on the Property, contractor shall promptly take all necessary remedial actions in accordance with Environmental Laws.

- 2.9 Compliance with Laws. The contractor warrants that it will perform its services in compliance with all federal, state and local laws that are applicable to its operations and performance of its services, including, but not limited to, any Environmental Laws (as defined above).
- 2.10 Indemnification of City by Contractor. The contractor shall defend, indemnify, and hold harmless the City, and its agents, employees and officials (hereinafter an "Indemnitee" or collectively "Indemnitees") from and against all demands, actions, damages, judgments, losses, expenses (including but not limited to attorneys' fees, expert fees, court costs and other litigation costs) and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property) (collectively hereinafter "Loss" or "Losses") arising out of, related to, or resulting from (i) contractor's failure to perform its obligations under the contemplated contract, (ii) contractor's breach of any of its warranties in the specifications for the project or contract; (iii) the alleged or actual violation of Environmental Laws by contractor in the course of providing its services, and (iv) Losses arising in whole or part from the acts or omissions of the contractor and its employees, agents, and representatives in performing its services, regardless whether the Loss is caused in part by the negligence or other fault of an Indemnitee. The Contractor is not obligated under this provision to indemnify an Indemnitee to the extent that a Loss is caused by the sole negligence or willful misconduct of an Indemnitee(s).
- 2.11 Compensation for Services. The contractor will submit invoices and be compensated for its services on the following basis:
 - (a) One (1) invoice shall be submitted for upon completion of the initial removal and treatment service at Cahaba River Walk;
 - (b) Subsequent invoices for work on phase two of the project shall be submitted on a monthly basis;
 - (c) Each invoice shall include the date of service, list each site serviced, state a subtotal for each site, and state the total amount billed; and
 - (d) The City will remit payment for uncontested amounts invoiced and due for services successfully completed within thirty (30) days after the receipt of such invoice.

3.0 Selection of Contractor

3.1 **Qualifications:** The successful respondent must satisfy certain minimum qualifications in order to be awarded the contemplated contract. Each respondent should have the following requirements:

- (a) that it has experience in providing invasive plant and noxious weed species management services
- (b) that it has professional experience as a herbicide applicator;
- (c) that someone employed with the business has a valid license issued by the State of Alabama as a commercial pesticide applicator in the following categories: *Ornamental and Turf or Forestry*. A copy of this license shall be furnished with the response;
- (d) that the workers employed by the business who will be performing the chemical application duties are experienced in the application and treatment of invasive plants.
- (e) that, with respect to the work crew members who will perform the services, have been trained, have experience and are proficient in plant identification to ensure that only the target, invasive plant species are removed from and treated.

3.2 **Award Selection Criteria:** The City intends to award the contract to the respondent that the City, considering the respondent's experience, pricing and all other pertinent factors, determines in its good faith discretion to have made submitted the most advantageous proposal to the City.

3.3 **Questions about Specifications:** Questions regarding this project should be directed to Shanda Williams at 802-3879 or williamssh@minbrook.org.

3.4 **Site Visit:** A site visit to Cahaba River Walk may be scheduled with the Park Superintendent for the purpose of assisting interested respondents to prepare their quotes. Appointments for these visits can be made by emailing Shanda Williams at williamssh@minbrook.org or calling her at 802-3879. Site visits should be arranged before Friday, December 28, 2018. You may visit the site on your own at any time.

3.5 Site Map:

Treat areas highlighted in green.



3.6 **Quote Submission:** Please email your quote to Shanda Williams at williamssh@minbrook.org no later than January 8, 2019 at 2 pm. Please provide all the information on the following form. Using the actual form is not required.

APPENDIX 2

RESPONSE FORM - INVASIVE PLANT MANAGEMENT

We (I) propose to furnish the following services at the price stated below and comply with all conditions, specifications and terms in these specifications.

Respondent: _____

Business Address of Respondent _____

Contact for Respondent: Name: _____
 Day Tel # _____
 Email: _____

a. \$ _____ All Inclusive Charge for completion the first and second phases of service to remove and spray invasive plant species in the specified areas shown on attached map of the Cahaba River Walk. This is to include expenses that the contractor will incur for all labor, material, equipment, supplies, reporting and administrative costs during this initial phase.

Comments: _____

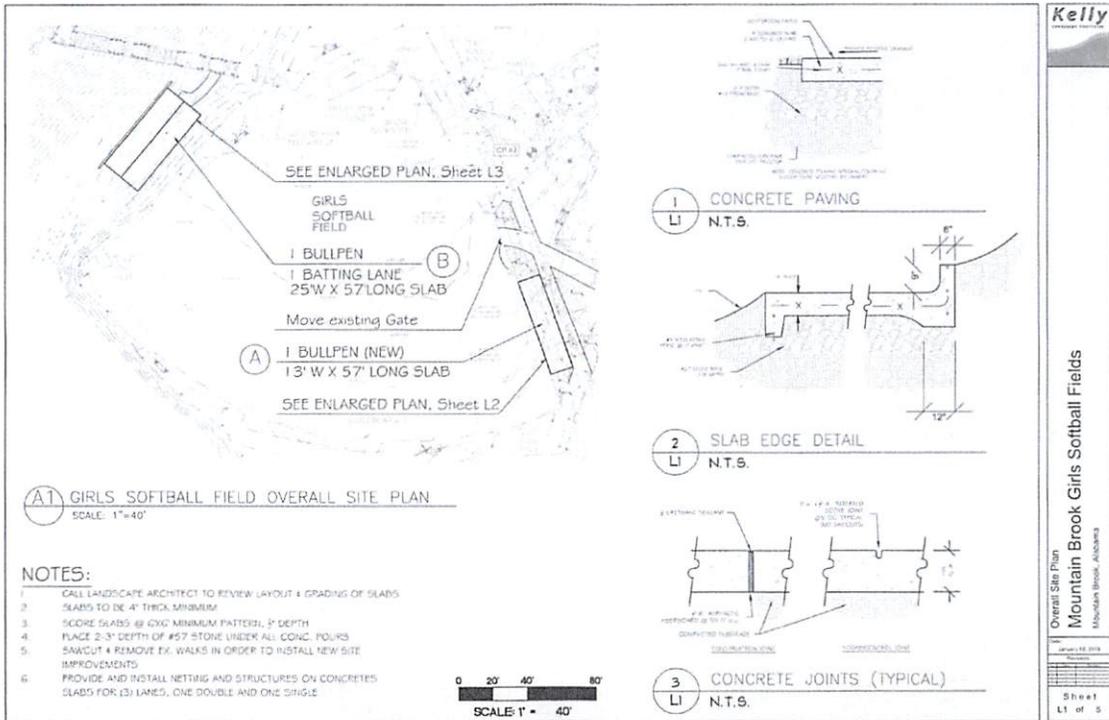
b. Please note any exceptions to the Specifications. (Attach a supplemental page if additional space is needed):

Exceptions: _____

Certifications

Please provide a copy of your Alabama Pesticide License that includes Ornamental and Turf, Forestry, or equivalent endorsements.

2019-012



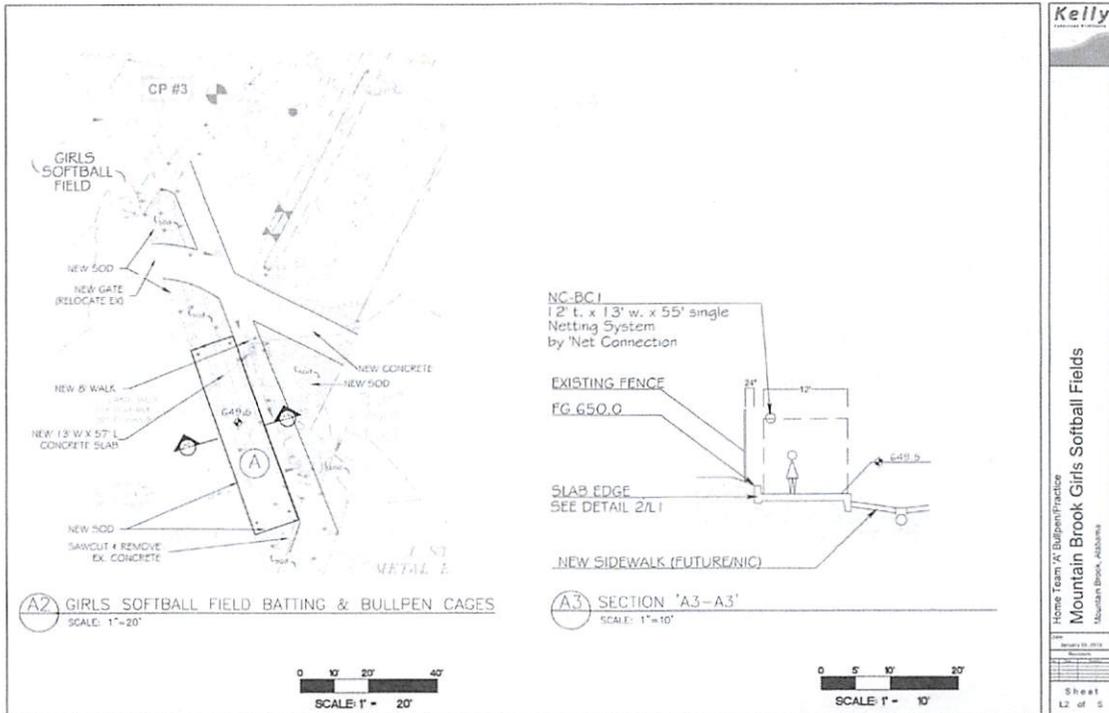
Kelly

Overall Site Plan
Mountain Brook Girls Softball Fields
Mountain Brook, Alabama

Scale: 1" = 40'

Sheet
L1 of 5

APPENDIX 3

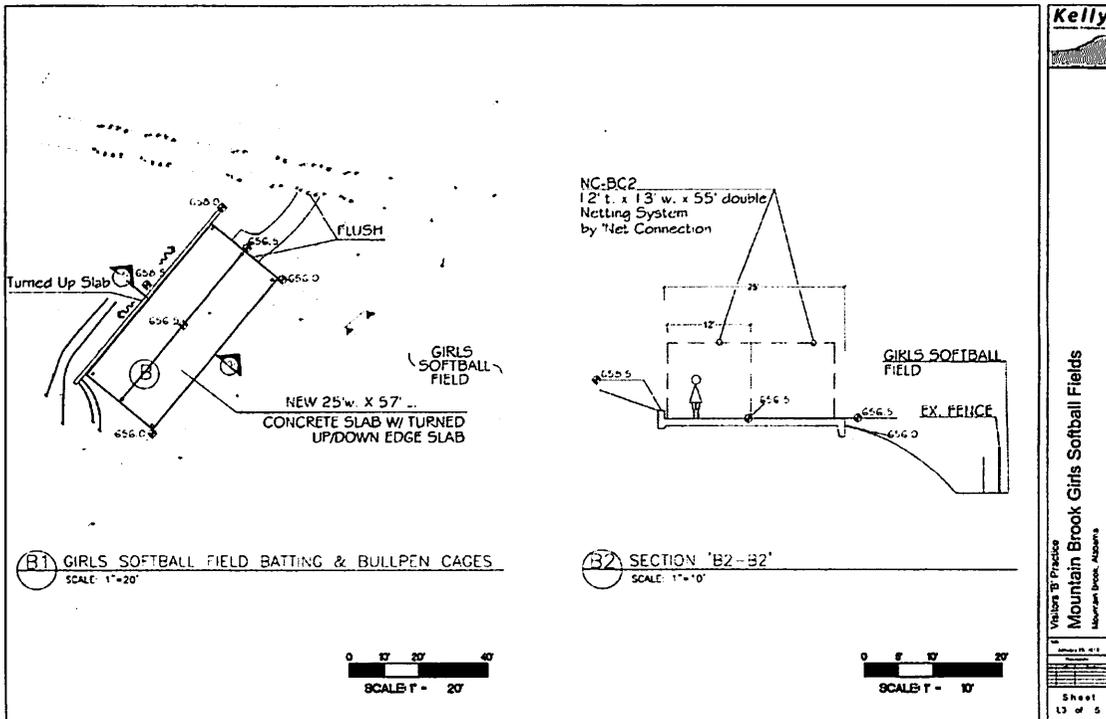


Kelly

Home Team 'A' Bullpen/Practice
Mountain Brook Girls Softball Fields
Mountain Brook, Alabama

Scale: 1" = 20'

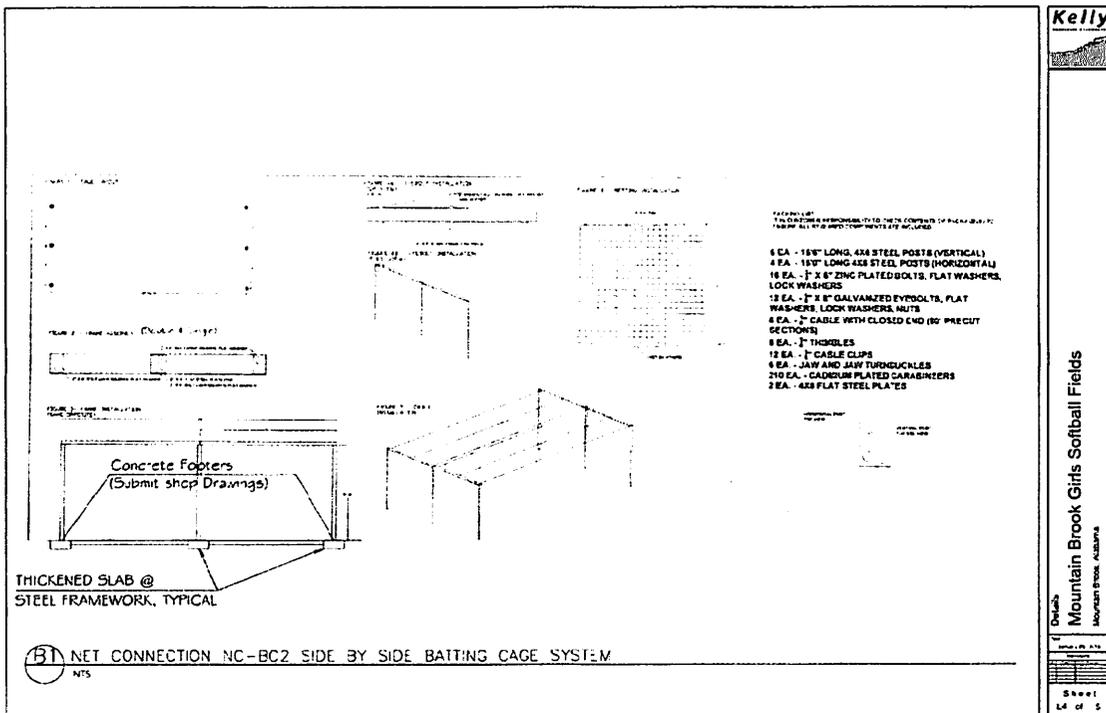
Sheet
L2 of 5



Kelly

Division 31 - Structures
Mountain Brook Girls Softball Fields
Mountain Brook, Alabama

Sheet
13 of 5



Kelly

Division 31 - Structures
Mountain Brook Girls Softball Fields
Mountain Brook, Alabama

Sheet
14 of 5

2019-01-2
DRAFT RESOLUTION ATTACHED

January 24, 2019

Dear City Council,

This is to update you on the status of installing new bullpens by the softball field at MBHS and request permission to proceed with executing a contract once the agreement has been reviewed and approved by legal counsel.

After discussions with personnel from the Board of Education, we developed a plan to install a single lane bullpen on the third base side of the field and a double lane unit on the bank by the first base side. The plans are provided. After further discussions with the Board of Education, we made a change on the single bullpen. Instead of having a concrete floor and overhead framing as shown in the plan, it will now be natural grass and open on top. These changes were sent to the companies before they submitted their quotes. I requested quotes for installing both sets of bullpens from four companies and received two valid quotes. Both quotes were around \$60,000 which means we would need to bid it out if we plan to hire out the installation of both bullpens.

Since the single bullpen by the third base side will be made of natural grass to match the playing field and not have an overhead frame, my department can do the installation. We will just hire out the fencing around it. We will need to purchase sod and concrete. I do not have solid quotes yet, but expect that all of this will cost less than \$7,000. I hope to be able to update this for you Monday night. We can start next week as soon as the new lights are completed on this field and we will have over three weeks to get it finished before the first varsity softball game on this field.

By doing the work on the single bullpen ourselves, I believe that new quotes for only installing the double unit behind first base will be between \$40,000 - \$50,000. If this works out as planned, I could have a contract ready by February 1 and the work could potentially begin before the next council meeting on February 11.

Sincerely,

Shanda Williams
Mountain Brook Parks and Rec

APPENDIX 3

Kelly

Mountain Brook Girls Softball Fields
Mountain Brook, Alabama

Notes:
1. REFER TO INSTALLATION INSTRUCTIONS PAGE 1 OF 2 FOR A COMPLETE LIST OF MATERIALS AND PARTS INCLUDED WITH YOUR PACKAGE. IF A PART IS NOT LISTED, PLEASE CONTACT US AT 205-988-8888 FOR ASSISTANCE.
2. IT IS HIGHLY RECOMMENDED NOT TO LEAVE THE NETTING UNINSTALLED UNTIL THE DAY BEFORE THE GAME TO AVOID WEATHER DAMAGE.

NET CONNECTION NC-BC2 SIDE BY SIDE BATTING CAGE SYSTEM

INSTALLATION INSTRUCTIONS

1. SITE PREPARATION - REFER TO FIGURE 1
THE FIELD SURFACE SHALL BE PREPARED FOR ALL BATTING NETTING TANKS UP TO 14' IN LENGTH AND ACCORDING TO 14' SIDE X 12' TALL NETTING TANKS. IT IS IMPORTANT TO INSTALL A CAGE SYSTEM ON FLAT LEVEL GROUND. THE TOTAL OF THE GROUND SURFACE TO BE INSTALLED INTO GROUND. SEE FIGURE 1. MARKER AND MARK ON GROUND EXACT LOCATIONS FOR EACH VERTICAL POST. IT IS IMPORTANT THAT EACH POST IS MARKED EXACTLY IN CENTER LOCATION.

2. FRAME ASSEMBLY - REFER TO FIGURE 2
IT IS RECOMMENDED THAT THE FRAMES BE ASSEMBLED ON THE GROUND PRIOR TO ERECTION.
2.1. PLACE THE HORIZONTAL POST ON THE TOP END SIDE OF THE VERTICAL. THE TOP END OF THE VERTICAL POST SHALL HAVE FLARE AT TOP. CONNECT THE TWO FRAMES TO EACH OTHER BY BEING ON ONE END. INSERT 2 X 4. 2" END PLATED BOLTS. FLAT WASHER AND LOCK WASHER FROM PREVIOUS HOLE ON 1" END OF HORIZONTAL POST. SECURELY TIGHTEN BOLTS TO THE TOP OF VERTICAL POST.
2.2. SECURE THE OPPOSITE END OF HORIZONTAL POST ON TOP OF MIDDLE VERTICAL POST AT THE SAME POINT. A NUT ON THE THIRD END ADJUST ON THE VERTICAL POST AND THE FIRST END ADJUST ON THE HORIZONTAL POST. PLEASE NOTE IF CORRECTLY ADJUSTED THERE WILL BE ONE (1) INCH GAP BETWEEN THE TWO (2) ENDS. SECURELY TIGHTEN BOLTS TO THE TOP OF VERTICAL POST. PLEASE NOTE IF CORRECTLY ADJUSTED THERE WILL BE ONE (1) INCH GAP BETWEEN THE TWO (2) ENDS. SECURELY TIGHTEN BOLTS TO THE TOP OF VERTICAL POST.
2.3. SECURE THE END OF THE TWO HORIZONTAL POSTS THAT ARE POSITIONED ON THE MIDDLE VERTICAL POST BY FIRST TIGHTENING THE SUPPLIED 4" X 1/2" FLAT STEEL PLATE OVER THE FOUR (4) SUPPLIED BOLTS. THEN INSERTING FOUR (4) 2" END PLATED BOLTS. FLAT WASHER AND LOCK WASHER FROM PREVIOUS HOLE. SECURELY TIGHTEN BOLTS WITH A SOCKET OR A SQUARE DRIVEN WRENCH.
2.4. SECURE THE END OF HORIZONTAL POST FROM THE TOP OF LAST VERTICAL POST, ENSURING THAT THE SHIELDED HOLES ON HORIZONTAL POST ALIGN WITH THE OUTER WASHERS INSTALLED ON TOP OF VERTICAL POST.
2.5. INSERT 2 X 4. 2" END PLATED BOLTS. FLAT WASHER AND LOCK WASHER FROM PREVIOUS HOLE. SECURELY TIGHTEN BOLTS TO BOTH SIDES. SEE IF AVAILABLE, USE AN IMPACT WRENCH TO TIGHTEN THE BOLTS FROM THE INSIDE OF THE BATTING NETTING TANK.

3. FRAME INSTALLATION - REFER TO FIGURE 3
FRAME SHOULD BE TAKEN FROM THE STEP TO EQUAL TO OR BEYOND FRAMES DURING POST INSTALLATION.
3.1. CHECK THE HORIZONTAL POST ON THE TOP END SIDE OF THE VERTICAL. THE TOP END OF THE VERTICAL POST SHALL HAVE FLARE AT TOP. CONNECT THE TWO FRAMES TO EACH OTHER BY BEING ON ONE END. INSERT 2 X 4. 2" END PLATED BOLTS. FLAT WASHER AND LOCK WASHER FROM PREVIOUS HOLE ON 1" END OF HORIZONTAL POST. SECURELY TIGHTEN BOLTS TO THE TOP OF VERTICAL POST.
3.2. SECURE THE OPPOSITE END OF HORIZONTAL POST ON TOP OF MIDDLE VERTICAL POST AT THE SAME POINT. A NUT ON THE THIRD END ADJUST ON THE VERTICAL POST AND THE FIRST END ADJUST ON THE HORIZONTAL POST. PLEASE NOTE IF CORRECTLY ADJUSTED THERE WILL BE ONE (1) INCH GAP BETWEEN THE TWO (2) ENDS. SECURELY TIGHTEN BOLTS TO THE TOP OF VERTICAL POST. PLEASE NOTE IF CORRECTLY ADJUSTED THERE WILL BE ONE (1) INCH GAP BETWEEN THE TWO (2) ENDS. SECURELY TIGHTEN BOLTS TO THE TOP OF VERTICAL POST.
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3.4. SECURE THE END OF HORIZONTAL POST FROM THE TOP OF LAST VERTICAL POST, ENSURING THAT THE SHIELDED HOLES ON HORIZONTAL POST ALIGN WITH THE OUTER WASHERS INSTALLED ON TOP OF VERTICAL POST.
3.5. INSERT 2 X 4. 2" END PLATED BOLTS. FLAT WASHER AND LOCK WASHER FROM PREVIOUS HOLE. SECURELY TIGHTEN BOLTS TO BOTH SIDES. SEE IF AVAILABLE, USE AN IMPACT WRENCH TO TIGHTEN THE BOLTS FROM THE INSIDE OF THE BATTING NETTING TANK.

4. CABLE ASSEMBLY - REFER TO FIGURE 4 AND FIGURE 5
4.1. CHECK THE HORIZONTAL POST ON THE TOP END SIDE OF THE VERTICAL. THE TOP END OF THE VERTICAL POST SHALL HAVE FLARE AT TOP. CONNECT THE TWO FRAMES TO EACH OTHER BY BEING ON ONE END. INSERT 2 X 4. 2" END PLATED BOLTS. FLAT WASHER AND LOCK WASHER FROM PREVIOUS HOLE ON 1" END OF HORIZONTAL POST. SECURELY TIGHTEN BOLTS TO THE TOP OF VERTICAL POST.
4.2. SECURE THE OPPOSITE END OF HORIZONTAL POST ON TOP OF MIDDLE VERTICAL POST AT THE SAME POINT. A NUT ON THE THIRD END ADJUST ON THE VERTICAL POST AND THE FIRST END ADJUST ON THE HORIZONTAL POST. PLEASE NOTE IF CORRECTLY ADJUSTED THERE WILL BE ONE (1) INCH GAP BETWEEN THE TWO (2) ENDS. SECURELY TIGHTEN BOLTS TO THE TOP OF VERTICAL POST. PLEASE NOTE IF CORRECTLY ADJUSTED THERE WILL BE ONE (1) INCH GAP BETWEEN THE TWO (2) ENDS. SECURELY TIGHTEN BOLTS TO THE TOP OF VERTICAL POST.
4.3. SECURE THE END OF THE TWO HORIZONTAL POSTS THAT ARE POSITIONED ON THE MIDDLE VERTICAL POST BY FIRST TIGHTENING THE SUPPLIED 4" X 1/2" FLAT STEEL PLATE OVER THE FOUR (4) SUPPLIED BOLTS. THEN INSERTING FOUR (4) 2" END PLATED BOLTS. FLAT WASHER AND LOCK WASHER FROM PREVIOUS HOLE. SECURELY TIGHTEN BOLTS WITH A SOCKET OR A SQUARE DRIVEN WRENCH.
4.4. SECURE THE END OF HORIZONTAL POST FROM THE TOP OF LAST VERTICAL POST, ENSURING THAT THE SHIELDED HOLES ON HORIZONTAL POST ALIGN WITH THE OUTER WASHERS INSTALLED ON TOP OF VERTICAL POST.
4.5. INSERT 2 X 4. 2" END PLATED BOLTS. FLAT WASHER AND LOCK WASHER FROM PREVIOUS HOLE. SECURELY TIGHTEN BOLTS TO BOTH SIDES. SEE IF AVAILABLE, USE AN IMPACT WRENCH TO TIGHTEN THE BOLTS FROM THE INSIDE OF THE BATTING NETTING TANK.

5. NETTING INSTALLATION - REFER TO FIGURE 6
5.1. THE NETTING IS SUPPLIED BY SPINNET. THE BATTING CAGE FRAME PACKAGE IS DESIGNED TO ALLOW THE NETTING TO UNROLL AND UNFOLD.
5.2. USING THE CHAINDRIVE SUPPLIED WITH THE PACKAGE, UNROLL THE NETTING TO THE HORIZONTAL SUPPORT CABLES EVERY 100 FEET. WHERE POSSIBLE, ONLY UNROLL THE NETTING TO THE HORIZONTAL CABLE WHEN UNROLLING IS NECESSARY.

6" CABLE CLAMP 2 PER TERMINATION
2 CABLES LOOPED TO THE EYE BOLT TUBE MARK HERE

**NOTICE OF SPECIAL CALLED MEETING
OF
THE HIGHWAY 288 PUBLIC ROAD COOPERATIVE DISTRICT**

Notice is hereby given that the members of the Highway 288 Public Road Cooperative District (the "District"), shall hold a special called meeting at Mountain Brook City Hall, 54 Church Street, Mountain Brook, Alabama 35223 at 11:00 a.m. on Tuesday, February 6, 2019, for the purpose of authorizing bylaws for the District, to discuss and transacting such other business or take such further action as may be conducted or taken at a meeting of the Members of the Cooperative District.

The meeting shall be open to the public and all interested persons may attend.

This notice to be posted at Homewood City Hall, Mountain Brook City Hall, Jefferson County Commission, and Birmingham City Hall.

Secretary of The Highway 288 Public Road
Cooperative District

**BY-LAWS
OF**

THE HIGHWAY 288 PUBLIC ROAD COOPERATIVE DISTRICT

ARTICLE I - DEFINITIONS

The following words and terms shall have the meanings ascribed to them by this Article I, unless a different meaning is apparent from the context: "District" means The Highway 288 Public Road Cooperative District.

ARTICLE II - OFFICES

The principal office of the District shall be located in the City at City Hall in the City of Homewood, 2850 19th Street South, Homewood, AL 35209.

ARTICLE III - THE BOARD OF DIRECTORS

Section 1. The affairs and business of the District shall managed and controlled by its Board of Directors, herein called "the Board," established by the provisions of Section 11-99B-4 of the CODE OF ALABAMA 1975, as amended (the "Act").

Section 2. The members of the Board required to be elected shall be elected in the manner and for the terms of office provided for by the Act and the Certificate of Incorporation of the District.

Section 3. Contracts of the District shall be executed in the name of the District by the President of the Board and attested by the Secretary, except where the execution thereof is delegated by the Board or these By Laws to some other officer or agent of the District. Except

for bonds, the Board may by resolution provide for a different form for the execution of contracts and for the execution thereof by an officer or agent other than the President and Secretary. Except for bonds it is not required that the seal be impressed or printed on contracts.

Four members shall constitute a quorum for the transaction of business.

If less than a quorum is present at a meeting, the majority of those present may adjourn the meeting from time to time without further notice.

The act of the majority of the Directors present at the meeting at which a quorum is present shall be the act of the Board.

Section 4. The order of business at any regular or special meeting of the Board shall be:

- (1) Calling the roll.
- (2) Secretary's proof of due notice of meeting, if the meeting is a special meeting.
- (3) Reading and disposal of unapproved minutes.
- (4) Reports of officers.
- (5) Unfinished business.
- (6) New business.
- (7) Adjournment.

ARTICLE IV - OFFICERS

Section 1. **The President of the Board.** The President of the Board shall be elected by the Board, and he shall serve as President for one year or until his successor is elected. The President may be elected to successive terms. The President shall preside at all meetings of the Board at which he is present.

Section 2. **The Vice-President.** - The Board shall elect a Vice-President of the Board, who shall serve for one year or until his successor is elected. The Vice-President may be elected to successive terms.

The Vice-President shall serve as President when the President is absent.

Section 3. **The Treasurer.** The Board shall elect a Treasurer, who may be or may not be a member of the Board.

The Treasurer shall serve at the pleasure of the Board.

The Treasurer shall act as custodian of all of the funds, from whatever source derived, received by the District, and shall invest funds of the District in such amounts and manner as the Board shall direct as provided by the Act. The Treasurer shall deposit said moneys in a separate account or accounts in one or more bank or banks or trust companies which are duly qualified and doing business in the State of Alabama; provided, however, that the Board may by resolution or by trust indenture securing the issuance of bonds then authorized designate a fiscal agent or trustee who shall be a bank or trust company duly qualified to do business in the State of Alabama and may authorize such fiscal agent or trustee to receive and disburse, upon such terms and conditions (and subject to such exception, if any) as may be specified in such resolution or trust indenture, all funds applicable to payment of said bonds.

Section 4. **The Secretary.** The Board shall elect a Secretary who may be or may not be a member of the Board.

The Secretary shall serve at the pleasure of the Board.

The same person may be named as Treasurer and as Secretary.

The Secretary shall: (a) keep the minutes of the meeting of the Board in one or more books provided for that purpose; (b) see that all notices are duly given as required by these By

Laws or as required by law; (c) attest the execution of contracts and other instruments where the execution thereof is required to be attested by the Secretary; (d) have general charge of the records of the District; and (e) in general perform all duties incident to the office of the Secretary and such other duties as from time to time may be assigned by the President or the Board.

Where the Secretary is absent from a meeting of the Board, the President of the Board shall designate some other person present to prepare the minutes for the meeting. The person so designated shall prepare the minutes as Acting Secretary.

Section 5. **Assistant Secretary and Assistant Treasurer.** The Board may, but shall not be required to, elect an Assistant Secretary, and Assistant Treasurer, or both. The Assistant Secretary shall act in the absence of the Secretary to perform those duties delegated to the Secretary by these By-Laws; the Assistant Treasurer shall act in the absence of the Treasurer to perform those duties delegated to the Treasurer by these By-Laws. The same person may be both Assistant Secretary and Assistant Treasurer, but the same person may not be both Secretary and Assistant Secretary or Treasurer and Assistant Treasurer.

ARTICLE V. - MEETINGS OF THE BOARD

Section 1. **Regular Meetings.** The Board may provide by resolution for the time and place of regular meetings of the Board. Notice of regular meetings shall be provided pursuant to the terms and conditions of the Open Meetings Act of the State of Alabama in all regards. Notice shall be provided to each director more than twenty-four (24) hours before any meeting in addition to any notice given to the public as provided by the Open Meetings Act.

Section 2. **Special Meetings.** Notice of special meetings shall comply with the Open Meetings Act. Special meetings of the Board may be called by or at the request of the President

or any two members of the Board. The person or persons authorized to call special meetings of the Board may fix any place for holding any special meetings called by them so long as 48 hours notice is given to each member of the Board prior to the date of the special meeting. Notice of special meetings shall be given to the public pursuant to the most correct terms and conditions of the Open Meetings Act of the State of Alabama.

ARTICLE VI - FISCAL YEAR

The Fiscal Year of the District shall begin on October 1 of each year and end on September 30 of the next succeeding year.

ARTICLE VI - SEAL

The official corporate seal of the District shall be a circle with the name of the District printed therein.

ARTICLE VIII - AMENDMENT OF BY-LAWS

These By-Laws may be altered, amended, or repealed-and new by laws may be adopted at any regular or special meeting of the Board.



Michael G. Kendrick
E-mail: msk@skgllc.com

December 20, 2018

VIA E-MAIL

Members of the Highway 280 Public Road Cooperative District

RE: The Highway 280 Public Road Cooperative District

Dear Members:

I am enclosing drafts of the minutes of the initial meeting on December 21, 2018, a modified Funding Agreement adding Section 2(e) relating to cost overrun with a modified Exhibit A as discussed at the meeting, a copy of a Notice of a Special Called Meeting for the February 6 meeting, and drafts of generic bylaws for the District.

We are also enclosing the Certificate of Incorporation that has been filed in Probate Court. Also, the EIN has been requested, and the number will be provided upon receipt.

These are draft documents, and if you have any questions or need to modify them, please let me know at your convenience.

If you have any questions or if I can be of any additional assistance, please contact me at your convenience.

Very truly yours,

WALDREP, STEWART & KENDRICK, LLC

Michael G. Kendrick

MGK:mjc
Enclosures

2322 2nd Avenue North Birmingham, AL 35202
(205) 254-2316 FAX (205) 924-8622 TOLL FREE 800-678-1138 WSKLLC.COM
Birmingham Montgomery

MINUTES OF THE INITIAL MEETING
OF THE BOARD OF DIRECTORS OF
THE HIGHWAY 280 PUBLIC ROAD COOPERATIVE DISTRICT
HELD FRIDAY, DECEMBER 21, 2018

A meeting of the Board of Directors of the Highway 280 Public Road Cooperative District (the "District") was held at 850 Shades Crest Parkway, Birmingham, Alabama, 35209 at 1:30 p.m. on December 21, 2018.

PRESENT: Board Members present were as follows:

Jennifer Andress
Peter M. Wright
Virginia Smith
Alice Wornack
Darrell O'Quinn
Steve Ammons

ABSENT: Board Members absent were as follows:

Valerie A. Abbott

constituting all of the members of the Board of Directors of the Cooperative District; all of whom waived advance notice of the meeting, time, place and purpose of the meeting.

Upon a motion duly made and seconded, the following resolution was unanimously adopted:

BE IT RESOLVED that Steve Ammons be elected to chair the initial meeting of the Board to serve until the election of officers for the District.

Whereupon, Steve Ammons commenced to conduct the meeting.

Upon a motion duly made and seconded, the following resolution was unanimously adopted:

BE IT RESOLVED, that the officers of this corporation shall consist of a President of the Board, a Vice-President of the Board, a Treasurer, and a Secretary; and, that the

following named persons be elected to serve this Cooperative District in the capacities

indicated below following their names:

PRESIDENT OF THE BOARD	-	Steve Ammons
VICE-PRESIDENT	-	Jennifer Andress
TREASURER	-	Alice Wornack
SECRETARY	-	Virginia Smith

said officers to serve for a term of one (1) year from the date hereof, or until their successors have been duly elected and qualified.

Upon a motion duly made and seconded, the following resolution was unanimously adopted:

BE IT RESOLVED that the Certificate of Incorporation of the Highway 280 Public Roads Cooperative District shall be filed in the Probate Court of Jefferson County, Alabama, or as provided by law in order to establish the Cooperative District pursuant to their Certificate of Incorporation which have been executed by the Members of the Board of Directors, a copy of the Certificate of Incorporation be filed in the Corporation's Minute Book.

Upon a motion duly made and seconded, the following resolution was unanimously adopted:

BE IT RESOLVED that the appropriate officers of the corporation are hereby authorized and directed to do all acts, and to make, file, and record all documents required to open such bank accounts at Regions Bank in the name of the Cooperative District and on behalf of the Cooperative District as they may deem necessary, that the form or forms of authorization to open such bank accounts required by any bank is hereby adopted, that

any other resolution or corporate action required in order to open such bank account is hereby adopted; that appropriate officers of the corporation are hereby authorized and directed to certify the adoption of any such authorization and resolutions as if the language thereof were set in full in this resolution as long as the substance thereof is consistent with the objectives of this resolution; that copies of all authorizations and resolutions so certified be placed with this resolution and the records of the Cooperative District; and that all acts that the officers of the corporation may perform pursuant to the foregoing resolutions are hereby approved, ratified and confirmed in advance.

A discussion ensued concerning the terms and conditions of the Funding Agreement that will spell out the duties and responsibilities of the Members of the Cooperative District and for the financial contributions to be made as provided in the Funding Agreement.

Upon a motion duly made and seconded, the following resolution was unanimously adopted:

BE IT RESOLVED that the appropriate officers of the corporation are hereby authorized and directed to do all acts, and to make, file, and record all documents required to apply for and obtain any employer identification number or tax exempt status in the name of and on behalf of the Cooperative District as may be necessary; that the form or forms of authorization to obtain the employer federal ID number and/or tax exempt status required by the Internal Revenue Service or any other governmental authority or any other governmental entity is hereby adopted; that any other resolution or corporate action required in order to obtain a federal employer identification number or tax exempt status is hereby adopted; that appropriate officers of the Cooperative District are hereby

authorized and directed to certify the adoption of any such authorization and resolutions as if the language thereof were set in full in this resolution as long as the substance thereof is consistent with the objectives of this resolution; that copies of the authorizations and resolutions so certified be placed with this resolution and the records of the Cooperative District; and that all acts that the officers of the Cooperative District may perform pursuant to the foregoing resolutions are hereby approved, ratified and confirmed in advance.

Upon a motion duly made and seconded, the following resolution was unanimously adopted:

BE IT RESOLVED that the Board of Directors authorized the officers of the corporation to enter into a contract with Bain & Associates to initiate initial engineering and design services for the pedestrian bridge which is the sole project of the cooperative district and to take any other action necessary in order to implement all processes necessary to undertake the design, installation and construction of the pedestrian bridge across Highway 280 not to exceed such amounts or as funds are available to the Cooperative District through contributions by the members or any other third parties which are identified in the Funding Agreement to be proposed to the member jurisdictions, to be adopted by the member jurisdictions, subsequent to the date of this meeting.

There being no further business the meeting was duly adjourned.

December 21, 2018

Steve Ammons, President of the Board
The Highway 280 Public Road
Cooperative District

ATTEST:

Virginia Smith, Secretary

FUNDING AGREEMENT

THIS FUNDING AGREEMENT dated January 22, 2019 (the "Funding Agreement" or "this Agreement") is entered into by THE HIGHWAY 230 PUBLIC ROAD COOPERATIVE DISTRICT (the "District") and its members, the City of Homewood, Alabama ("Homewood"), the City of Mountain Brook, Alabama ("Mountain Brook"), the City of Birmingham, Alabama ("Birmingham") and Jefferson County, Alabama (the "County") and with the other members, herein referred to as "the Members".

RECITALS

- A. The District plans to build a pedestrian bridge located in Birmingham for the benefit of the Members across Highway 230, north of and adjacent to Hollywood Boulevard between Homewood and Mountain Brook (the "Project").
B. The District believes the Project will encourage and promote tourism and public safety for the Members and their citizens.
C. The Project has a total estimated cost of approximately \$1,000,000.00. Pursuant to this Funding Agreement, the Members have agreed to make Contributions (defined herein) to the District to provide funds for the payment of the Project.
D. The District and the Members have the power to undertake the obligations described in this Agreement under the provisions of Alabama law, and the Contributions do not constitute debt for the purpose of the constitutional debt limitations prescribed under the Constitution of Alabama 1901, as amended.

NOW, THEREFORE, in consideration of the respective representations and agreements herein contained, the parties hereto agree as follows:

Section 1. Findings and Determinations by the District and the Members.

The District and the Members hereby find and determine that:

- (a) This Agreement is authorized by Alabama law.
(b) The Contributions to be made pursuant to this Funding Agreement will benefit the citizens of the Members to an extent that fully warrants and justifies such appropriations.
(c) The Members are making public funds available to the District for the purpose of promoting the Project, which is for a public purpose, and does not promote the benefit of any private person, entity or firm.

Section 2. Member Contributions and Responsibilities.

(a) The Members shall make equal, single Contributions to the District in the amounts set forth in Exhibit A, which shall be due and payable on or before February 1, 2019. The Member's obligations to make the Contributions are a general obligation of each of the Members, secured by the full faith and credit of each of the Members for the Contributions as set forth in Exhibit A attached hereto (the "Contributions").

(b) The City of Birmingham is not making a Contribution pursuant to this Funding Agreement.

however, because the Project is in the City limits of Birmingham, Birmingham agrees to bear the cost of making any permits necessary for the construction and maintenance of the Project without payment of any additional fees by the District. Subject to approval of the Birmingham City Council, Birmingham will grant to the District any easements over and across any property owned by Birmingham which are reasonably required for the Project.

(c) Jefferson County shall be responsible for the design, public bidding, and management of the construction of the Project. Upon completion, the County will add the bridge to its inventory for long term inspection and maintenance.

(d) Mountain Brook and Homewood shall provide, as part of their respective continuing obligations under this Agreement, on an equal basis, the necessary funds for general liability insurance in a commercially reasonable amount after the completion of the Project. Such insurance will name the Members of the District as additional insureds and all such policies of insurance shall include a provision requiring that the insurer give the Members at least thirty (30) days' written notice before any cancellation, decrease in coverage or other material change in effective. Copies of the policy or a certificate of insurance issued shall be delivered to the Members prior to commencement of construction of the Project.

(e) All cost savings for the Project shall be equally divided between the City of Homewood, the City of Mountain Brook, and Jefferson County, as from other funding sources obtained by the District.

Section 3. Investigation Act Compliance.

(a) The District represents and warrants that it does not knowingly employ, hire for employment, or continue to employ an "unauthorized alien," as defined by the Revenue-Homeless Alabama Employer and Citizen Protection Act, Act No. 2011-035 (H. B. 54), as amended from time to time (the "Act") and that, during the performance of the contract, the District shall participate in the E-Verify program as required under the terms of the Act.

(b) The District agrees to comply with all applicable provisions of the Act with respect to its contractors by entering into an agreement with or by obtaining an affidavit from such contractors providing Work for District that such contractors are in compliance with the Act with respect to their participation in the E-Verify program. The District represents and warrants that the District shall not hire, retain or contract with any contractor to provide Work which the District knows is not in compliance with the Act.

(c) By signing the contract, the contracting parties affirm, for the duration of the contract, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

(d) Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the contract and shall be responsible for all damages resulting therefrom.

Section 4. Participation of Minority-Owned Business Enterprises. The District acknowledges and agrees that the City of Birmingham, as a matter of public policy, encourages minority- and women-owned business participation to the maximum extent possible. This policy includes minority- and women-owned business enterprises such as architectural firms, engineering firms, investment banking firms, other professional service providers, and construction contractors as part of the City's business, economic and community revitalization programs.

Section 5. Nondiscrimination. During the performance of the contract the District agrees as follows:

(a) The District will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin. The District will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin. Such action shall include but not be limited to the following: Employment, upgrading, promotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The District agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) In the event of the District's noncompliance with the nondiscrimination clauses of this contract, this contract may be canceled, terminated or suspended in whole or in part and the District may be declared ineligible for further contractual contracts.

Section 6. Bidding/Selection. The District represents and agrees that it is not currently engaged in, nor will it engage in, any project of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

Section 7. Field Services. The District will require any contractors performing work on the Project to indemnify and hold harmless the District and the governmental entities which are members of the District from any and all liability resulting from the acts or omissions of such contractors with respect to the Project.

Section 8. Miscellaneous.

(a) The District will proceed with due diligence to cause the Project to be placed in service on or before December 31, 2019.

(b) No modification, amendment or alteration of this Funding Agreement shall be effective unless in writing and signed by the District and the Members.

(c) The provisions of this Funding Agreement shall be severable. In the event any provision hereof shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any of the remaining provisions hereof.

(d) The District shall not enter into, execute or be a party to any covenant, agreement, lease, deed, assignment, conveyance, or any other written instrument which restricts the sale, lease, use or occupancy of the Project.

(e) This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without regard to principles of conflict of laws.

(f) This Agreement may be executed in several counterparts each of which shall constitute one and the same agreement.

(g) Each party hereto agrees that the Agreement is solely for the benefit of the parties hereto and the successors and assigns thereof and no other person shall have any benefit, interest or rights under or by virtue of this Agreement.

(h) This Agreement shall constitute the final and full contractual agreement of the parties and shall supersede all prior or other agreements (written or oral) by the parties relating to

the subject matter hereof.

IN WITNESS WHEREOF, the District and the Members have caused this instrument to be duly executed as of the date set forth herein.

THE HIGHWAY 230 PUBLIC ROAD COOPERATIVE DISTRICT

By: _____ Title: _____

ATTEST: JEFFERSON COUNTY, ALABAMA

By: _____ Title: _____

ATTEST: THE CITY OF BIRMINGHAM

By: _____ Title: _____

ATTEST: THE CITY OF HOMEWOOD

By: _____ Title: _____

ATTEST: THE CITY OF MOUNTAIN BROOK

By: _____ Title: _____

EXHIBIT A

CONTRIBUTION OF FUNDS FOR THE PROJECT HIGHWAY 230 PUBLIC ROAD COOPERATIVE DISTRICT FY 2019

Table with 2 columns: FUNDS COMMITTED, AMOUNT. Lists contributions from City of Homewood (\$300,000), City of Mountain Brook (\$300,000), Jefferson County Commission (\$100,000), City of Birmingham (\$0), and various other entities.

CERTIFICATE OF INCORPORATION

OF THE HIGHWAY 230 PUBLIC ROAD COOPERATIVE DISTRICT

ENOW 1411, MIN BY TISHA PERDUE-DEW

That the undersigned, in order to form a public corporation as a cooperative district under and pursuant to the provisions of Chapter 959 of Title 13 of the Code of Alabama 1975 (hereinafter called the "Enabling Law"), do hereby make, sign, execute, acknowledge and file this certificate of incorporation:

ARTICLE ONE

The names of the persons forming this public corporation, together with the residence of each of such persons, are:

Table with 2 columns: Name, Residence. Lists names and addresses of the incorporators, including Jennifer Andrews, Peter M. Wigd, Virginia Smith, Alton B. Wenzel, Darrell O'Quinn, Steve Ammons, and Valerie A. Alton.

Each of the foregoing named persons is over the age of 21 years and is a duly qualified elector of Jefferson County, Alabama.

ARTICLE TWO

The period for the duration of the district shall be perpetual, subject to the provisions of the Enabling Law.

ARTICLE THREE

The authorized subdivisions are Cities of Homewood, Mountain Brook, Birmingham and Jefferson County, Alabama: On the 17th day of December, 2018 the governing body of the City of

GIVEN under my hand and seal of office on this ____ day of _____, 2018.

Notary Public
My Commission Expires: _____

STATE OF ALABAMA)
JEFFERSON COUNTY)

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

GIVEN under my hand and seal of office on this ____ day of _____, 2018.

Notary Public
My Commission Expires: _____

STATE OF ALABAMA)
JEFFERSON COUNTY)

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

GIVEN under my hand and seal of office on this ____ day of _____, 2018.

Notary Public
My Commission Expires: _____

STATE OF ALABAMA)
JEFFERSON COUNTY)

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

GIVEN under my hand and seal of office on this ____ day of _____, 2018.

Notary Public
My Commission Expires: _____

STATE OF ALABAMA)
JEFFERSON COUNTY)

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

GIVEN under my hand and seal of office on this ____ day of _____, 2018.

Notary Public
My Commission Expires: _____

STATE OF ALABAMA)
JEFFERSON COUNTY)

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

STATE OF ALABAMA)
JEFFERSON COUNTY)

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

GIVEN under my hand and seal of office on this ____ day of _____, 2018.

Notary Public
My Commission Expires: _____

Section 2. That the City Council has reviewed and considered the foregoing application and has found and determined and does hereby find and determine as a matter of fact that it is wise, expedient, and necessary that the district be formed.

Section 3. That the City Council does hereby approve the proposed form of certificate of incorporation of the district attached to the foregoing application as heretofore set forth.

Section 4. That the City Council does hereby grant permission to incorporate the district and does hereby authorize the persons making such application to form such district.

Section 5. That the City Council does hereby elect and appoint the following named persons as a directors of The Highway 289 Public Road Cooperative District for the term of office ending on the date set opposite his name or on such date as the respective successor thereof is elected and qualified in his stead:

Name	Date of End of Term
Jamillee Andrews	Fourth anniversary of the date of filing for record the certificate of incorporation for the cooperative district.
Pete M. Wright	Fourth anniversary of the date of filing for record the certificate of incorporation for the cooperative district.

Section 6. That this resolution shall become effective immediately upon its adoption by the City Council, approval by the Mayor, or as otherwise becoming law.

ADOPTED this the 17th day of December, 2018.

Robert W. Brummett
President of Council

APPROVED:

Mike Bryant
Mayor

ATTEST:

Robert W. Brummett
City Clerk

CERTIFICATE

I hereby certify that the attached is a true and complete copy of the records pertaining to Resolution No. 18-188 kept in our office in my custody, and I am the legal custodian and keeper of the records of Homewood City Hall/City of Homewood. I further certify that said records were made in the regular course of business, and that it was in the regular course of said office for such records to be made at the time of the events, transactions or occurrences to which they refer or within a reasonable time thereafter.

SIGNED this 20th day of December, 2018.

Robert W. Brummett
RECORDS CUSTODIAN

Sworn to and subscribed before me on this the 20 day of Dec, 2018.



Melinda Jungo
NOTARY PUBLIC

My Commission Expires: _____

Exhibit B

ADOPTION OF RESOLUTION (2018-177) BY CITY COUNCIL OF MOUNTAIN BROOK CREATING THE HIGHWAY 289 PUBLIC ROAD COOPERATIVE DISTRICT

A RESOLUTION APPROVING AN APPLICATION SEEKING PERMISSION TO INCORPORATE A CAPITAL IMPROVEMENT COOPERATIVE DISTRICT AND AUTHORIZING SUCH INCORPORATION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA, as follows:

Section 1. That the City Council, upon evidence duly submitted to and considered by it, hereby finds and determines that the following application has been duly filed with the governing body of the City of Mountain Brook, that such application was signed by not less than three natural persons, and that each of said persons is over the age of 21 years and is a duly qualified elector of Jefferson County, Alabama:

[Application for Authority to Form a Capital Improvement Cooperative District follows]

**APPLICATION FOR AUTHORITY
TO FORM A CAPITAL IMPROVEMENT COOPERATIVE DISTRICT**

TO THE GOVERNING BODIES OF THE CITIES OF HENNEWOOD, MOUNTAIN BROOK, BIRMINGHAM AND JEFFERSON COUNTY, ALABAMA:

We, the undersigned natural persons, each of whom is over the age of 21 years and is a duly qualified elector of Jefferson County, Alabama, do hereby make application to confer authority upon you to incorporate a capital improvement cooperative district (the "District") under the provisions of Chapter 99B of Title 11 of the Code of Alabama 1975 and the this Application:

- The District proposes to acquire real property and construct capital improvements and public infrastructure, consisting primarily of an approximately eight mile pedestrian bridge immediately adjacent and north of the Highway 230 bridge on Highway 230 (the "Project").
- The area in which the District proposes to construct the Project is described in Exhibit A hereto, which is within the jurisdiction of Jefferson County, Alabama.
- The proposed members of the District are the Cities of Hennewood, Mountain Brook, Birmingham, Alabama and Jefferson County, Alabama.
- The District shall be governed by a board of directors which shall be comprised of seven (7) persons.

The number of directors which the governing body of each subscribing subdivision shall be entitled to elect, and the proportional voting power of the respective districts elected by each such subscribing subdivision are as follows:

Authorizing Subdivision	Number of Directors
The City of Birmingham, Alabama	2
The City of Mountain Brook, Alabama	1
The City of Hennewood, Alabama	2
Jefferson County, Alabama	1

- The proposed location of the principal office of the District shall be at City Hall, Hennewood, Alabama, 2120 1st St. S., Hennewood, Alabama 35228.
- Each of the applicants is a duly qualified elector of Jefferson County, Alabama.
- Upon dissolution of the District as permitted by the Enabling Law, title to all property (real, personal and intangible) shall pass to and be vested in Jefferson County, Alabama.
- The undersigned hereby request that each of the governing bodies of the Cities of Hennewood, Mountain Brook and Birmingham, Alabama and Jefferson County, Alabama adopt a resolution

Including it is true, accurate and necessary that the proposed District be formed and authorized as authorized is proposed to form the proposed District for the City of Mountain Brook, Alabama, in accordance with the provisions of Chapter 99B of Title 11 of the Code of Alabama 1975.

A copy of the proposed form of certificate of incorporation for such District is attached hereto as Exhibit B, and made a part hereof.

WITNESS OUR HANDS AND SIGNS this 21st day of September, 2013.

[Handwritten signatures and names of representatives from Birmingham, Mountain Brook, Hennewood, and Jefferson County]

**PAGE A
Exhibit A**

Capital improvements and public infrastructure, consisting primarily of an approximately eight mile pedestrian bridge immediately adjacent and north of the Highway 230 bridge on Highway 230, across Highway 230 (the "Project").

**PAGE B
Proposed Certificate of Incorporation**

**CERTIFICATE OF INCORPORATION
OF
THE HIGHWAY 230 PEDESTRIAN COOPERATIVE DISTRICT**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, in order to form a public corporation as a cooperative district under and pursuant to the provisions of Chapter 99B of Title 11 of the Code of Alabama 1975 (hereinafter called the "Enabling Law"), do hereby make, sign, consent, acknowledge and file this certificate of incorporation:

ARTICLE ONE

The names of the persons forming this public corporation, together with the residences of each of such persons, are:

Name	Residence
Jessie Anderson	411 Windsor Dr. Hennewood, Alabama 35228
Peter M. Wright	219 Malaga Avenue Hennewood, Alabama 35228
Virginia Smith	2615 Brookwood Road Mountain Brook, Alabama 35223
Alfon B. Wenzel	2712 Spring Valley Road Mountain Brook, Alabama 35223
Daniel O'Quinn	2625 6 th Ave. N. Birmingham, Alabama 35212
Steve Anastos	2341 Pennington Brook Dr. Vestavia, Alabama 35224
Valerie A. Abbott	15 Chen Life Park Birmingham, Alabama 35203

Each of the foregoing named persons is over the age of 21 years and is a duly qualified elector of Jefferson County, Alabama.

ARTICLE TWO

The period for the duration of the district shall be perpetual, subject to the provisions of the Enabling Law.

ARTICLE THREE

The undersigned subdivisions are Cities of Hennewood, Mountain Brook, Birmingham and Jefferson County, Alabama: On the ____ day of _____, 2013 the governing body of the City of

Hennewood adopted a resolution and order approving and authorizing the incorporation of the district in accordance with the Enabling Law, a certified copy of which is attached hereto as Exhibit A and made a part hereof. On the ____ day of _____, 2013 the governing body of the City of Mountain Brook adopted a resolution and order approving and authorizing the incorporation of the District in accordance with the Enabling Law, a certified copy of which is attached hereto as Exhibit B and made a part hereof. On the ____ day of _____, 2013 the governing body of the City of Birmingham adopted a resolution and order approving and authorizing the incorporation of the district in accordance with the Enabling Law, a certified copy of which is attached hereto as Exhibit C and made a part hereof. On the ____ day of _____, 2013 the governing body of Jefferson County adopted a resolution and order approving and authorizing the incorporation of the district in accordance with the Enabling Law, a certified copy of which is attached hereto as Exhibit D and made a part hereof.

ARTICLE FOUR

The name of the district shall be "The Highway 230 Public Road Cooperative District" (hereinafter called the "DISTRICT"). Attached hereto as Exhibit E and made a part hereof is a certificate by the Secretary of State of the State of Alabama stating that the name proposed for the district is not identical to that of any other corporation organized under the laws of the State of Alabama or in nearly similar thereto so as to lead to confusion and uncertainty.

The location of the principal office of the District (and its post office address) shall be at City Hall in the City of Hennewood, 2120 1st St. S., Hennewood, Alabama 35228.

ARTICLE FIVE

The District proposes to acquire real property and construct capital improvements and public infrastructure (the "Project").

The area in which the District proposes to construct the Project is described on Exhibit A hereto, which is within the jurisdiction of Jefferson County, Alabama.

ARTICLE SIX

The District shall be governed by a board of directors which shall be comprised of seven (7) persons.

The number of directors which the governing body of each subscribing subdivision shall be entitled to elect, and the proportional voting power of the respective districts elected by each such subscribing subdivision are as follows:

Authorizing Subdivision	Number of Directors
The City of Birmingham, Alabama	2
The City of Mountain Brook, Alabama	1
The City of Hennewood, Alabama	2
Jefferson County, Alabama	1

ARTICLE XVII

The proposed name of the District is "The Highway 280 Public Road Cooperative District."

ARTICLE XVIII

Upon formation of the District as provided in the enabling Law, title to all property (real, personal and personal) shall pass to and be vested in Jefferson County, Alabama.

ARTICLE XIX

The application filed with the governing body of each of the participating subdivisions in accordance with 11-99D-3 of the Code of Alabama (1975) was identical to the copy annexed to this certificate of incorporation as EXHIBIT.

ARTICLE XX

The District shall have all powers conferred on corporations of like nature by the enabling Law, and any amendments thereof, limitations or however made, and all other powers conferred upon corporations generally by the laws of Alabama and in conflict with the enabling Law, or limitations or however amended.

ARTICLE XXI

The District shall be a non-profit corporation and no part of the net earnings thereof shall inure to the benefit of any private person or entity of any nature whatsoever.

IN WITNESS WHEREOF, the undersigned incorporation laws hereto submitted their signatures on this ____ day of _____, 2018.

- _____
JON COOPER ADDRESS
- _____
FRYER M. WRIGHT
- _____
VIRGINIA SMITH
- _____
ALICE B. WOMACK
- _____
DARRELL OGDENSON
- _____
STEVE ADKINS
- _____
VALERIE A. ARBOTT

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned Henry Public in and for said County and said State, hereby certify that _____, whose name is signed to the foregoing Certificate of Incorporation and who is known to me, acknowledged before me on this day that, being informed of the contents of the said Certificate, she/he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal of office on this ____ day of _____, 2018.

Henry Public
My Commission Expires: _____

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned Henry Public in and for said County and said State, hereby certify that _____, whose name is signed to the foregoing Certificate of Incorporation and who is known to me, acknowledged before me on this day that, being informed of the contents of the said Certificate, she/he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal of office on this ____ day of _____, 2018.

Henry Public
My Commission Expires: _____

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned Henry Public in and for said County and said State, hereby certify that _____, whose name is signed to the foregoing Certificate of Incorporation and who is known to me, acknowledged before me on this day that, being informed of the contents of the said Certificate, she/he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal of office on this ____ day of _____, 2018.

Henry Public
My Commission Expires: _____

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned Henry Public in and for said County and said State, hereby certify that _____, whose name is signed to the foregoing Certificate of Incorporation and who is known to me, acknowledged before me on this day that, being informed of the contents of the said Certificate, she/he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal of office on this ____ day of _____, 2018.

Henry Public
My Commission Expires: _____

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned Henry Public in and for said County and said State, hereby certify that _____, whose name is signed to the foregoing Certificate of Incorporation and who is known to me, acknowledged before me on this day that, being informed of the contents of the said Certificate, she/he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal of office on this ____ day of _____, 2018.

Henry Public
My Commission Expires: _____

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned Henry Public in and for said County and said State, hereby certify that _____, whose name is signed to the foregoing Certificate of Incorporation and who is known to me, acknowledged before me on this day that, being informed of the contents of the said Certificate, she/he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal of office on this ____ day of _____, 2018.

Henry Public
My Commission Expires: _____

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned Henry Public in and for said County and said State, hereby certify that _____, whose name is signed to the foregoing Certificate of Incorporation and who is known to me, acknowledged before me on this day that, being informed of the contents of the said Certificate, she/he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal of office on this ____ day of _____, 2018.

Henry Public
My Commission Expires: _____

Section 2. That the City Council has reviewed and considered the foregoing application and has found and determined and does hereby find and determine as a matter of fact that it is wise, expedient, and necessary that the District be formed.

Section 3. That the City Council does hereby approve the proposed form of certificate of incorporation of the district attached to the foregoing application as heretofore set forth.

Section 4. That the City Council does hereby grant permission to incorporate the district and does hereby authorize the persons making such application to form such district.

Section 5. That the City Council does hereby elect and appoint the following named persons as a directors of The Highway 280 Public Road Cooperative District for the term of office ending on the date set opposite his name or on such date as the respective successor thereof is elected and qualified in his stead:

Name	Term of End of Term
Virginia Smith	Fourth anniversary of the date of filing for record the certificate of incorporation for the cooperative district
Alice Womack	Fourth anniversary of the date of filing for record the certificate of incorporation for the cooperative district

ADOPTED: This 10th day of December, 2018.

Virginia C. Smith, Council President
City of Mountain Brook, Alabama

APPROVED: This 10th day of December, 2018.

Everett H. Walsh III, Mayor
City of Mountain Brook, Alabama

STATE OF ALABAMA

JEFFERSON COUNTY

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, hereby certify that there is a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on December 10th, 2018, as same appears in the minutes of record of said meeting.

Steven Boone, City Clerk of the
City of Mountain Brook, Alabama

SEAL



Exhibit C

2017Jan21st
Recommended By: The Mayor and the Transportation Committee
Submitted By: The City Attorney

RESOLUTION NO. 224-18

A RESOLUTION APPROVING AN APPLICATION TO INCORPORATE A CAPITAL IMPROVEMENT COOPERATIVE DISTRICT AND AUTHORIZING SUCH INCORPORATION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BIRMINGHAM, ALABAMA, as follows:

Section 1. That the City Council, upon evidence duly submitted to and considered by it, hereby finds and determines that the following application has been duly filed with the governing body of the City of Birmingham, that such application was signed by not less than three natural persons, and that each of said persons is over the age of 21 years and is a duly qualified elector of Jefferson County, Alabama:

APPLICATION FOR AUTHORITY TO FORM A CAPITAL IMPROVEMENT COOPERATIVE DISTRICT TO THE GOVERNING BODIES OF THE CITIES OF BIRMINGHAM, MOUNTAIN BROOK AND HOMEWOOD, ALABAMA AND JEFFERSON COUNTY, ALABAMA:

We, the undersigned natural persons, each of whom is over the age of 21 years and is a duly qualified elector of Jefferson County, Alabama, do hereby make application in writing seeking permission to incorporate a capital improvement cooperative district (the "District") under the provisions of Chapter 99B of Title 11 of the Code of Alabama 1975 and the said Application:

- 1. The District proposes to acquire real property and construct capital improvements and public infrastructure thereon (the "Project").
2. The area in which the District proposes to construct the Project is described on Exhibit A hereto, which is within the boundaries of Jefferson County, Alabama.
3. The proposed members of the District are the Cities of Homewood, Mountain Brook and Birmingham, Alabama, and Jefferson County, Alabama.

4. The District shall be governed by a board of directors which shall be comprised of seven (7) persons.

The number of directors which the governing body of each authorizing subdivision shall be entitled to elect, and the proportional voting power of the respective directors elected by each such authorizing subdivision are as follows:

Table with 2 columns: Authorizing Subdivision, Number of Directors. Rows include The City of Birmingham, Alabama (2), The City of Mountain Brook, Alabama (2), The City of Homewood, Alabama (2), and Jefferson County, Alabama (1).

5. The proposed location of the principal office of the District shall be at City Hall, City of Homewood, 2150 19th St. S., Homewood, Alabama 35209.

6. Each of the applicants is a duly qualified elector of Jefferson County, Alabama.

7. Upon dissolution of the District as permitted in the Enabling Law, title to all property (real, personal and mixed) shall pass to and be vested in Jefferson County, Alabama.

8. The undersigned hereby requests that each of the governing bodies of the Cities of Birmingham, Mountain Brook and Homewood, Alabama and Jefferson County, Alabama adopt a resolution declaring it is wise, expedient, and necessary that the proposed District be formed and authorizing the undersigned to proceed to form the proposed District by filing for record a certificate of incorporation in accordance with the provisions of Section 11-99B-4 of the CODE OF ALABAMA 1975.

9. A copy of the proposed form of certificate of incorporation for such District is attached hereto as Exhibit D and made a part hereof.

WITNESS OUR SIGNATURES this ____ day of _____, 2018

JENNIFER ANDRESS
PETER M. WRIGHT
VIRGINIA SMITH

ALICE B. WOMACK
DARRELL O'QUINN
STEVE ANZOSI
VALEER A. ABBOTT

Exhibit A

Project Site

Capital improvements and public infrastructure, consisting primarily of an approximately eight foot pedestrian bridge immediately adjacent and north of the Highway 280 bridge on Hollywood Blvd. across Highway 280 (the "Project").

Exhibit B

Proposed Certificate of Incorporation
CERTIFICATE OF INCORPORATION

THE HIGHWAY 280 PUBLIC ROAD COOPERATIVE DISTRICT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, in order to form a public corporation as a cooperative district under and pursuant to the provisions of Chapter 99B of Title 11 of the Code of Alabama 1975 (hereinafter called the "Enabling Law"), do hereby make, sign, execute, acknowledge and file this certificate of incorporation:

ARTICLE ONE

The names of the persons forming this public corporation, together with the residence of each of such persons, are:

Table with 2 columns: Name, Residence. Lists Jennifer Andress, Peter M. Wright, Virginia Smith, Alice B. Womack, Darrell O'Quinn, Steve Anzosi, and Valerie A. Abbott with their respective addresses.

Each of the foregoing named persons is over the age of 21 years and is a duly qualified elector of Jefferson County, Alabama.

ARTICLE TWO

The period for the duration of the district shall be perpetual, subject to the provisions of the Enabling Law.

ARTICLE THREE

The authorizing subdivisions are Cities of Birmingham, Mountain Brook and Homewood, Alabama, and Jefferson County, Alabama: On the ____ day of _____, 2018 the governing body of the City of Birmingham adopted a resolution and order approving and authorizing the incorporation of the district in accordance with the Enabling Law, a certified copy of which is attached hereto as Exhibit A and made a part hereof. On the ____ day of _____, 2018 the governing body of the City of Mountain Brook adopted a resolution and order approving and authorizing the incorporation of the district in accordance with the Enabling Law, a certified copy of which is attached hereto as Exhibit B and made a part hereof. On the ____ day of _____, 2018 the governing body of the City of Homewood adopted a resolution and order approving and authorizing the incorporation of the district in accordance with the Enabling Law, a certified copy of which is attached hereto as Exhibit C and made a part hereof. On the ____ day of _____, 2018 the governing body of Jefferson County, Alabama adopted a resolution and order approving and authorizing the incorporation of the district in accordance with the Enabling Law, a certified copy of which is attached hereto as Exhibit D and made a part hereof.

ARTICLE FOUR

The name of the district shall be "The Highway 280 Public Road Cooperative District" (hereinafter called the "District"). Attached hereto as Exhibit E and made a part hereof is a certificate by the Secretary of State of the State of Alabama stating that the name proposed for the district is not identical to that of any other corporation organized under the laws of the State of Alabama or an entity similar thereto as to lead to confusion and uncertainty.

The location of the principal office of the District (and its post office address) shall be at City Hall, City of Homewood, 2150 19th St. S., Homewood, Alabama 35209.

ARTICLE FIVE

The District proposes to acquire real property and construct capital improvements and public infrastructure thereon (the "Project").

The area in which the District proposes to construct the Project is described on Exhibit F hereto, which is within the boundaries of Jefferson County, Alabama.

APPENDIX 4

ARTICLE SIX

The District shall be governed by a board of directors which shall be comprised of seven (7) persons.

The number of directors which the governing body of each authorizing subdivision shall be entitled to elect, and the proportional voting power of the respective directors elected by each such authorizing subdivision are as follows:

Authorizing Subdivision	Number of Directors
The City of Birmingham, Alabama	2
The City of Mountain Brook, Alabama	2
The City of Hooverwood, Alabama	2
Jefferson County, Alabama	1

ARTICLE SEVEN

The proposed name of the District is "The Highway 280 Public Road Cooperative District."

ARTICLE EIGHT

Upon dissolution of the District as permitted in the Enabling Law, title to all property (real, personal and mixed) shall pass to and be vested in Jefferson County, Alabama.

ARTICLE NINE

The application filed with the governing body of each of the authorizing subdivisions in accordance with 11-99B-3 of the Code of Alabama (1975) was identical to the copy thereof attached to this certificate of incorporation as Exhibit G.

ARTICLE TEN

The District shall have all powers conferred on corporations of like nature by the Enabling Law, and any amendments thereof hereafter or hereinafter made, and all other powers conferred upon corporations generally by the laws of Alabama not in conflict with the Enabling Law, as hereinafter or hereinafter amended.

ARTICLE ELEVEN

The District shall be a non-profit corporation and no part of the net earnings thereof shall inure to the benefit of any private person or entity of any nature whatsoever.

IN WITNESS WHEREOF, the undersigned incorporators have hereunto subscribed their signatures on this ___ day of _____, 2018.

- JENNIFER ANDRESS
- PETER M. WRIGHT
- VERONIA SMITH
- ALICE B. WOMACK
- DARRELL O'QUINN
- STEVE AMMONS
- VALERIE A. ABBOTT

STATE OF ALABAMA)
JEFFERSON COUNTY)

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

GIVEN under my hand and seal of office on this ___ day of _____, 2018.

Notary Public
My Commission Expires: _____

STATE OF ALABAMA)
JEFFERSON COUNTY)

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

GIVEN under my hand and seal of office on this ___ day of _____, 2018.

Notary Public
My Commission Expires: _____

STATE OF ALABAMA)
JEFFERSON COUNTY)

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

GIVEN under my hand and seal of office on this ___ day of _____, 2018.

Notary Public
My Commission Expires: _____

Exhibit D

RECEIPTS FROM THE MINUTES OF A REGULAR MEETING OF THE COUNTY COMMISSION OF JEFFERSON COUNTY, ALABAMA

The County Commission of Jefferson County, Alabama met in regular public session at the Commission Chamber in the City of Birmingham, Alabama, at 2:00 o'clock p.m. on December 17, 2018. The meeting was called to order by the Chairman, and the roll was called with the following results:

- Present:
- Commissioner James A. Stephens, President
 - Commissioner Lashunda Fisher, President Pro-Tempore
 - Commissioner Steve Ammons
 - Commissioner Lee Knight
 - Commissioner Shelia Tyson

Absent: None

The Chairman stated that a question was proposed and that the meeting was open for the transaction of business.

Thereupon, the following resolution was introduced in writing by the Chairman, and considered by the Commission:

STATE OF ALABAMA)
JEFFERSON COUNTY)

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

GIVEN under my hand and seal of office on this ___ day of _____, 2018.

Notary Public
My Commission Expires: _____

STATE OF ALABAMA)
JEFFERSON COUNTY)

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

GIVEN under my hand and seal of office on this ___ day of _____, 2018.

Notary Public
My Commission Expires: _____

STATE OF ALABAMA)
JEFFERSON COUNTY)

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

GIVEN under my hand and seal of office on this ___ day of _____, 2018.

Notary Public
My Commission Expires: _____

STATE OF ALABAMA)
JEFFERSON COUNTY)

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

GIVEN under my hand and seal of office on this ___ day of _____, 2018.

Notary Public
My Commission Expires: _____

Section 2. That the City Council has reviewed and considered the foregoing application and has found and determined and does hereby find and determine as a matter of fact that it is wise, expedient, and necessary that the district be formed.

Section 3. That the City Council does hereby approve the proposed form of certificate of incorporation of the district attached to the foregoing application as heretofore set forth.

Section 4. That the City Council does hereby grant permission to incorporate the district and does hereby authorize the persons making such application to form such district.

Section 5. That the City Council does hereby elect and appoint the following named persons as a director of The Highway 280 Public Road Cooperative District for the term of office ending on the date set opposite his name or on such date as the respective successor thereof is elected and qualified in his stead:

Name	Date of End of Term
Darrell O'Quinn	Fourth anniversary of the date of filing for record the certificate of incorporation for the cooperative district
Valerie A. Abbott	Fourth anniversary of the date of filing for record the certificate of incorporation for the cooperative district

Adopted by the Council November 27, 2018 and Approved by the Mayor December 6, 2018



APPENDIX 4

**ADOPTION OF RESOLUTION BY THE COUNTY COMMISSION OF JEFFERSON COUNTY
CREATING
THE HIGHWAY 280 PUBLIC ROAD COOPERATIVE DISTRICT**

**A RESOLUTION APPROVING AN APPLICATION SEEKING
PERMISSION TO INCORPORATE A CAPITAL IMPROVEMENT
COOPERATIVE DISTRICT AND AUTHORIZING SUCH
INCORPORATION**

**BE IT RESOLVED BY THE COUNTY COMMISSION OF JEFFERSON COUNTY,
ALABAMA, as follows:**

Section 1. That the County Commission (the "Commission"), upon evidence duly submitted to and considered by it, hereby finds and determines that the following application has been duly filed with the governing body of the Commission, that such application was signed by not less than three natural persons, and that each of said persons is over the age of 21 years and is a duly qualified elector of Jefferson County, Alabama:

**APPLICATION FOR AUTHORITY
TO FORM A CAPITAL IMPROVEMENT COOPERATIVE DISTRICT**

**TO THE GOVERNING BODIES OF THE CITIES OF HOMEWOOD, MOUNTAIN BROOK,
BIRMINGHAM AND JEFFERSON COUNTY, ALABAMA.**

We, the undersigned natural persons, each of whom is over the age of 21 years and is a duly qualified elector of Jefferson County, Alabama, do hereby make application in writing seeking permission to incorporate a capital improvement cooperative district (the "District") under the provisions of Chapter 99B of Title 11 of the Code of Alabama 1975 and file this Application:

- The District proposes to acquire real property and construct capital improvements and public infrastructure, consisting primarily of an approximately eight foot pedestrian bridge immediately adjacent and north of the Highway 280 bridge on Hollywood Blvd, across Highway 280 (the "Project").
- The area in which the District proposes to construct the Project is described on Exhibit A hereto, which is within the boundaries of Jefferson County, Alabama.
- The proposed members of the District are the Cities of Homewood, Mountain Brook, Birmingham, Alabama and Jefferson County, Alabama.
- The District shall be governed by a board of directors which shall be comprised of seven (7) persons.

The number of directors which the governing body of each authorizing subdivision shall be entitled to elect, and the proportional voting power of the respective directors elected by each such authorizing subdivision are as follows:

Authorizing Subdivision	Number of Directors
The City of Birmingham, Alabama	2
The City of Mountain Brook, Alabama	2
The City of Homewood, Alabama	2
Jefferson County, Alabama	1

- The principal location of the principal office of the District shall be at City Hall, Homewood, Alabama, 2850 1st St. S., Homewood, Alabama 35209.
- Each of the applicants is a duly qualified elector of Jefferson County, Alabama.
- Upon dissolution of the District as provided in the Enabling Law, title to all property (real, personal and intangible) shall pass to and be retained in Jefferson County, Alabama.
- The undersigned hereby request that each of the governing bodies of the Cities of Homewood, Mountain Brook and Birmingham, Alabama and Jefferson County, Alabama adopt a resolution declaring it is wise, expedient, and necessary that the proposed District be formed and authorizing the undersigned in person to sign the proposed District by filing the present a certificate of incorporation in accordance with the provisions of Section 11-99B-4 of the CODE OF ALABAMA 1975.
- A copy of the proposed form of certificate of incorporation for each District is attached hereto as Exhibit B and made a part hereof.

WITNESS OUR SIGNATURES this 19th day of December, 2018

[Handwritten signatures and names of the undersigned persons: Jennifer Andress, Peter M. Wright, Virginia Smith, Alice B. Womack, Darrell O'Quinn, Steve Ausness, Valerie A. Abbott]

**Exhibit B
Proposed Certificate of Incorporation**

**CERTIFICATE OF INCORPORATION
OF
THE HIGHWAY 280 PUBLIC ROAD COOPERATIVE DISTRICT**

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, in order to form a public corporation as a cooperative district under and pursuant to the provisions of Chapter 99B of Title 11 of the Code of Alabama 1975 (hereinafter called the "Enabling Law"), do hereby make, sign, execute, acknowledge and file this certificate of incorporation:

ARTICLE ONE
The names of the persons forming this public corporation, together with the residence of each of such persons, are:

Name	Residence
Jennifer Andress	411 Windler Dr. Homewood, Alabama 35209
Peter M. Wright	219 Malaga Avenue Homewood, Alabama 35209
Virginia Smith	3015 Brookwood Road Mountain Brook, Alabama 35223
Alice B. Womack	3712 Spying Valley Road Mountain Brook, Alabama 35223
Darrell O'Quinn	5605 6 th Ave N. Birmingham, Alabama 35212
Steve Ausness	1341 Passadena Brook Dr. Vestavia, Alabama 35216
Valerie A. Abbott	15 Glen Lake Park Birmingham, Alabama 35205

Each of the foregoing named persons is over the age of 21 years and is a duly qualified elector of Jefferson County, Alabama.

ARTICLE TWO
The period for the duration of the district shall be perpetual, subject to the provisions of the Enabling Law.

ARTICLE THREE
The authorizing subdivisions are Cities of Birmingham, Mountain Brook and Homewood, Alabama and Jefferson County, Alabama: On the ____ day of _____, 2018 the governing body of the City of

**Exhibit A
Project Site**

Capital improvements and public infrastructure, consisting primarily of an approximately eight foot pedestrian bridge immediately adjacent and north of the Highway 280 bridge on Hollywood Blvd. across Highway 280 (the "Project").

Birmingham adopted a resolution and order approving and authorizing the incorporation of the district in accordance with the Enabling Law, a certified copy of which is attached hereto as Exhibit A and made a part hereof. On the ____ day of _____, 2018 the governing body of the City of Mountain Brook adopted a resolution and order approving and authorizing the incorporation of the district in accordance with the Enabling Law, a certified copy of which is attached hereto as Exhibit B and made a part hereof. On the ____ day of _____, 2018 the governing body of the City of Homewood adopted a resolution and order approving and authorizing the incorporation of the district in accordance with the Enabling Law, a certified copy of which is attached hereto as Exhibit C and made a part hereof. On the 3rd day of December, 2018 the governing body of Jefferson County adopted a resolution and order approving and authorizing the incorporation of the district in accordance with the Enabling Law, a certified copy of which is attached hereto as Exhibit D and made a part hereof.

ARTICLE FOUR
The name of the district shall be "The Highway 280 Public Road Cooperative District" (hereinafter called the "District"). Attached hereto as Exhibit E and made a part hereof is a certificate by the Secretary of State of the State of Alabama stating that the name proposed for the district is not identical to that of any other corporation organized under the laws of the State of Alabama or as merely similar thereto as to lead to confusion and uncertainty.

The location of the principal office of the District (and its post office address) shall be at City Hall, City of Homewood, 2850 1st St. S., Homewood, Alabama 35209.

ARTICLE FIVE
The District proposes to acquire real property and construct capital improvements and public infrastructure (the "Project").

The area in which the District proposes to construct the Project is described on Exhibit F hereto, which is within the boundaries of Jefferson County, Alabama.

ARTICLE SIX
The District shall be governed by a board of directors which shall be comprised of seven (7) persons.

The number of directors which the governing body of each authorizing subdivision shall be entitled to elect, and the proportional voting power of the respective directors elected by each such authorizing subdivision are as follows:

Authorizing Subdivision	Number of Directors
The City of Birmingham, Alabama	2
The City of Mountain Brook, Alabama	2
The City of Homewood, Alabama	2
Jefferson County, Alabama	1

ARTICLE XVIII

The proposed name of the District is "The Highway 230 Public Road Cooperative District"

ARTICLE XIX

Upon dissolution of the District as provided in the Enabling Law, title to all property (real, personal and intangible) shall pass to and be vested in Jefferson County, Alabama.

ARTICLE XX

The application filed with the governing body of each of the authorizing subdivisions in accordance with 11-99B-3 of the Code of Alabama (1977) was identical to the copy attached to this certificate of incorporation as Exhibits.

ARTICLE XXI

The District shall have all powers conferred on corporations of the nature by the Enabling Law, and any amendment thereof hereafter or hereinafter made, and all other powers conferred upon corporations generally by the laws of Alabama not in conflict with the Enabling Law, as hereinafter or hereafter amended.

ARTICLE XXII

The District shall be a non-profit corporation and no part of the net earnings thereof shall inure to the benefit of any private person or entity of any nature whatsoever.

IN WITNESS WHEREOF, the undersigned Incorporators have hereunto subscribed their signatures on this ____ day of _____, 2011.

- _____
DORISYER ANDRESS
- _____
PETER M. WRIGHT
- _____
WYDREA SMITH
- _____
ALICE B. WOMACK
- _____
DARRELL O'QUINN
- _____
STEVE AIGENSI
- _____
VALERIE A. ARBOTT

STATE OF ALABAMA }
JEFFERSON COUNTY }

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

GIVEN under my hand and seal of office on this ____ day of _____, 2011.

Notary Public
My Commission Expires: _____

STATE OF ALABAMA }
JEFFERSON COUNTY }

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

GIVEN under my hand and seal of office on this ____ day of _____, 2011.

Notary Public
My Commission Expires: _____

STATE OF ALABAMA }
JEFFERSON COUNTY }

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

GIVEN under my hand and seal of office on this ____ day of _____, 2011.

Notary Public
My Commission Expires: _____

GIVEN under my hand and seal of office on this ____ day of _____, 2011.

Notary Public
My Commission Expires: _____

STATE OF ALABAMA }
JEFFERSON COUNTY }

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

GIVEN under my hand and seal of office on this ____ day of _____, 2011.

Notary Public
My Commission Expires: _____

STATE OF ALABAMA }
JEFFERSON COUNTY }

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

GIVEN under my hand and seal of office on this ____ day of _____, 2011.

Notary Public
My Commission Expires: _____

STATE OF ALABAMA }
JEFFERSON COUNTY }

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

GIVEN under my hand and seal of office on this 3rd day of December, 2011.

Notary Public
My Commission Expires: August 31, 2011.

STATE OF ALABAMA }
JEFFERSON COUNTY }

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

GIVEN under my hand and seal of office on this ____ day of _____, 2011.

Notary Public
My Commission Expires: _____

Section 2. That the Commission has reviewed and considered the foregoing application and has found and determined and does hereby find and determine as a matter of fact that it is in the public interest and necessary that the district be formed.

Section 3. That the Commission does hereby approve the proposed form of certificate of incorporation of the district attached to the foregoing application as hereinafter set forth.

Section 4. That the Commission does hereby grant permission to incorporate the district and does hereby authorize the persons making such application to incorporate the district.

Section 5. That the Commission does hereby elect and appoint the following named person as a director of the Highway 230 Public Road Cooperative District for the term of office ending on the date set opposite his name or on such date as the respective successor named is elected and qualified to his stead:

Name	Date of End of Term
Steve Armeson	Fourth anniversary of the date of filing the record of the certificate of incorporation for the respective district.

After said resolution had been discussed and considered to full by the Commission, it was moved by Commissioner Steve Armeson that said resolution be now placed upon its final passage and adopted. The motion was seconded by Commissioner Lashonda Banks. The question being put on to the adoption of said motion and the final passage and adoption of said resolution, the roll was called with the following result:

Ayes: all present
Nays: None

The Chairman Corropan declared said motion carried and the resolution passed and adopted as introduced and read.

There being no further business to come before the meeting, it was moved and seconded that the meeting be recessed. Motion carried.

Minutes approved:

Chairman

SEAL

Ayes: _____
Notary Public
My Commission Expires: _____

STATE OF ALABAMA }
JEFFERSON COUNTY }

CERTIFICATE OF CITY CLERK

I, the undersigned, do hereby certify that (1) I am the duly elected, qualified and acting Clerk of Jefferson County Alabama (the "County"); (2) as Clerk of the County I have access to all official records of the County and I am duly authorized to make certified copies of its records on its behalf; (3) the above and foregoing pages constitute a complete, verbatim and unexpurgated copy of extracts from the minutes of a regular meeting of the County Commission of the County held on the 3rd day of December, 2011, the original of which is on file and of record in the minute book of the Commission in my custody; (4) the resolution set forth in such extracts is a complete, verbatim and unexpurgated copy of such resolution as introduced and adopted by the Commission on such date; (5) said resolution is in full force and effect and has not been repealed, amended or changed.

IN WITNESS WHEREOF, I have hereunto set my hand as clerk of the County and have affixed the official seal of the County, this 3rd day of December, 2011.

Clerk of Jefferson County, Alabama

SEAL

EXHIBIT F
Project Site

Capital improvements and public infrastructure, consisting primarily of an approximately eight foot pedestrian bridge immediately adjacent and north of the Highway 280 bridge on Hollywood Blvd. across Highway 280 (the "Project").

Exhibit G

**APPLICATION FOR AUTHORITY
TO FORM A CAPITAL IMPROVEMENT COOPERATIVE DISTRICT**

TO THE GOVERNING BODIES OF THE CITIES OF HOMEWOOD, MOUNTAIN BROOK, BIRMINGHAM AND JEFFERSON COUNTY, ALABAMA:

We, the undersigned natural persons, each of whom is over the age of 21 years and is a duly qualified elector of Jefferson County, Alabama, do hereby make application in writing seeking permission to incorporate a capital improvement cooperative district (the "District") under the provisions of Chapter 99B of Title 11 of the Code of Alabama 1975 and file this Application:

1. The District proposes to acquire real property and construct capital improvements and public infrastructure, consisting primarily of an approximately eight foot pedestrian bridge immediately adjacent and north of the Highway 280 bridge on Hollywood Blvd. across Highway 280 (the "Project").
2. The area in which the District proposes to construct the Project is described on Exhibit A hereto, which is within the boundaries of Jefferson County, Alabama.
3. The proposed members of the District are the Cities of Homewood, Mountain Brook, Birmingham, Alabama and Jefferson County, Alabama.
4. The District shall be governed by a board of directors which shall be comprised of seven (7) persons.

The number of directors which the governing body of each authorizing subdivision shall be entitled to elect, and the proportional voting power of the respective directors elected by each such authorizing subdivision are as follows:

Authorizing Subdivision	Number of Directors
The City of Birmingham, Alabama	2
The City of Mountain Brook, Alabama	2
The City of Homewood, Alabama	2
Jefferson County, Alabama	1

5. The proposed location of the principal office of the District shall be at City Hall, Homewood, Alabama, 2850 19th St. S., Homewood, Alabama 35209.
6. Each of the applicants is a duly qualified elector of Jefferson County, Alabama.
7. Upon dissolution of the District as permitted in the Enabling Law, title to all property (real, personal and mixed) shall pass to and be vested in Jefferson County, Alabama.
8. The undersigned hereby request that each of the governing bodies of the Cities of Homewood, Mountain Brook and Birmingham, Alabama and Jefferson County, Alabama adopt a resolution

In witness whereof, the undersigned, do hereby make, sign, execute, acknowledge and file this certificate of incorporation in accordance with the provisions of Chapter 99B of Title 11 of the Code of Alabama 1975.

Witness our signatures this 28th day of January, 2019.

JENNIFER COCHRAN
 JENNIFER AMERS
 PETER M. WRIGHT
 VIRGINIA SMITH
 ALICE B. WOMACK
 DARRELL O'QUINN
 VALERIE A. ABBOTT
 STEVE AMMONS

Exhibit A
Project Site

Capital improvements and public infrastructure, consisting primarily of an approximately eight foot pedestrian bridge immediately adjacent and north of the Highway 280 bridge on Hollywood Blvd. across Highway 280 (the "Project").

Exhibit B
Proposed Certificate of Incorporation

**CERTIFICATE OF INCORPORATION
OF
THE HIGHWAY 280 PUBLIC ROAD COOPERATIVE DISTRICT**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, in order to form a public corporation as a cooperative district under and pursuant to the provisions of Chapter 99B of Title 11 of the Code of Alabama 1975 (hereinafter called the "Enabling Law"), do hereby make, sign, execute, acknowledge and file this certificate of incorporation:

ARTICLE ONE

The names of the persons forming this public corporation, together with the residence of each of such persons, are:

Name	Residence
Jennifer Andrus	421 Windsor Dr. Homewood, Alabama 35209
Peter M. Wright	219 Malaga Avenue Homewood, Alabama 35209
Virginia Smith	3015 Brookwood Road Mountain Brook, Alabama 35223
Alice B. Womack	3712 Spring Valley Road Mountain Brook, Alabama 35223
Darrell O'Quinn	5605 6 th Ave S. Birmingham, Alabama 35212
Steve Ammons	3341 Pecanoma Brook Dr. Vestavia, Alabama 35216
Valerie A. Abbott	15 Glen Iris Park Birmingham, Alabama 35205

Each of the foregoing named persons is over the age of 21 years and is a duly qualified elector of Jefferson County, Alabama.

ARTICLE TWO

The period for the duration of the district shall be perpetual, subject to the provisions of the Enabling Law.

ARTICLE THREE

The authorizing subdivisions are Cities of Homewood, Mountain Brook, Birmingham and Jefferson County, Alabama. On the ___ day of _____, 2018 the governing body of the City of

Board adopted a resolution and order approving and authorizing the incorporation of the district in accordance with the enabling law, a certified copy of which is attached hereto as Exhibit A and made a part hereof. On the _____ day of _____, 2018 the governing body of the City of Mountain Brook adopted a resolution and order approving and authorizing the incorporation of the district in accordance with the enabling law, a certified copy of which is attached hereto as Exhibit B and made a part hereof. On the _____ day of _____, 2018 the governing body of the City of Birmingham adopted a resolution and order approving and authorizing the incorporation of the district in accordance with the enabling law, a certified copy of which is attached hereto as Exhibit C and made a part hereof. On the _____ day of _____, 2018 the governing body of Jefferson County adopted a resolution and order approving and authorizing the incorporation of the district in accordance with the enabling law, a certified copy of which is attached hereto as Exhibit D and made a part hereof.

ARTICLE FOUR

The name of the district shall be "The Highway 280 Public Road Cooperative District" (hereinafter called the "District"). Attached hereto as Exhibit E and made a part hereof is a certificate by the Secretary of State of the State of Alabama stating that the name proposed for the district is not identical to that of any other corporation organized under the laws of the State of Alabama or in any other state thereto as to lead to confusion and uncertainty.

The location of the principal office of the District (and its post office address) shall be at City Hall in the City of Homewood, 2550 19th St. S., Homewood, Alabama 35209.

ARTICLE FIVE

The District proposes to acquire and construct capital improvements and public infrastructure known as the "Project".

The area in which the District proposes to construct the Project is described on Exhibit E hereto, which is within the boundaries of Jefferson County, Alabama.

ARTICLE SIX

The District shall be governed by a board of directors which shall be comprised of seven (7) persons.

The number of directors which the governing body of each authorizing subdivision shall be entitled to elect, and the proportional voting power of the respective directors elected by each such authorizing subdivision are as follows:

Authorizing Subdivision	Number of Directors
The City of Birmingham, Alabama	2
The City of Mountain Brook, Alabama	2
The City of Homewood, Alabama	2
Jefferson County, Alabama	1

ARTICLE SEVEN

The proposed name of the District is "The Highway 280 Public Road Cooperative District."

ARTICLE EIGHT

Upon dissolution of the District as provided in the enabling law, title to all property (real, personal and mixed) shall pass to and be retained in Jefferson County, Alabama.

ARTICLE NINE

The application filed with the governing body of each of the authorizing subdivisions in accordance with 11-499-3 of the Code of Alabama (1975) was identical to the copy thereof attached to this certificate of incorporation as Exhibit G.

ARTICLE TEN

The District shall have all powers conferred on corporations of this nature by the enabling law, and any amendments thereof hereafter or hereinafter made, and all other powers conferred upon corporations generally by the laws of Alabama not in conflict with the enabling law, as hereinafter or hereinafter amended.

ARTICLE ELEVEN

The District shall be a non-profit corporation and no part of the net earnings thereof shall inure to the benefit of any private person or entity of any nature whatsoever.

IN WITNESS WHEREOF, the undersigned incorporators have hereunto subscribed their signatures on this _____ day of _____, 2018.

- _____
JENNIFER ANDRESS
- _____
PETER M. WRIGHT
- _____
VIRGINIA SMITH
- _____
ALICE B. WOMACK
- _____
DARRELL O'QUINN
- _____
STEVE AMMONS
- _____
VALEEN A. ABBOTT

STATE OF ALABAMA }
JEFFERSON COUNTY }

I, the undersigned Notary Public in and for said County and said State, hereby certify that _____, whose name is signed to the foregoing Certificate of Incorporation and who is known to me, acknowledged before me on this day that, being informed of the contents of the said Certificate, she/he executed the same voluntarily on the day the same bears date.
GIVEN under my hand and seal of office on this _____ day of _____, 2018.

Notary Public
My Commission Expires: _____

STATE OF ALABAMA }
JEFFERSON COUNTY }

I, the undersigned Notary Public in and for said County and said State, hereby certify that _____, whose name is signed to the foregoing Certificate of Incorporation and who is known to me, acknowledged before me on this day that, being informed of the contents of the said Certificate, he executed the same voluntarily on the day the same bears date.
GIVEN under my hand and seal of office on this _____ day of _____, 2018.

Notary Public
My Commission Expires: _____

STATE OF ALABAMA }
JEFFERSON COUNTY }

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

GIVEN under my hand and seal of office on this _____ day of _____, 2018.

Notary Public
My Commission Expires: _____

STATE OF ALABAMA }
JEFFERSON COUNTY }

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

GIVEN under my hand and seal of office on this _____ day of _____, 2018.

Notary Public
My Commission Expires: _____

STATE OF ALABAMA }
JEFFERSON COUNTY }

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

GIVEN under my hand and seal of office on this _____ day of _____, 2018.

Notary Public
My Commission Expires: _____

STATE OF ALABAMA }
JEFFERSON COUNTY }

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

GIVEN under my hand and seal of office on this _____ day of _____, 2018.

Notary Public
My Commission Expires: _____

STATE OF ALABAMA }
JEFFERSON COUNTY }

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

GIVEN under my hand and seal of office on this _____ day of _____, 2018.

Notary Public
My Commission Expires: _____

Exhibit E

John H. Merrill
Secretary of State

P.O. Box 5416
Montgomery, AL 36103-5416

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

The Highway 280 Public Road Cooperative District

This name reservation is for the exclusive use of Michael G. Kendrick, 2323 2nd Avenue North, Birmingham, AL 35203 for a period of one year beginning December 20, 2018 and expiring December 20, 2019

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capital, in the city of Montgomery, on this day,

December 20, 2018

Date

J. H. Merrill

John H. Merrill Secretary of State



RES821593

2019-015

FUNDING AGREEMENT

THIS FUNDING AGREEMENT dated January 28, 2018 (the "Funding Agreement" or "this Agreement") is entered into by THE HIGHWAY 280 PUBLIC ROAD COOPERATIVE DISTRICT (the "District") and its members, the City of Homewood, Alabama ("Homewood"), the City of Mountain Brook, Alabama ("Mountain Brook"), the City of Birmingham, Alabama ("Birmingham") and Jefferson County, Alabama (the "County") and with the other members, herein referred to as "the Members").

RECITALS

- A. The District plans to build a pedestrian bridge located in Birmingham for the benefit of the Members across Highway 280, north of and adjacent to Hollywood Boulevard between Homewood and Mountain Brook (the "Project").
B. The District believes the Project will encourage and promote tourism and public safety for the Members and their citizens.
C. The Project has a total estimated cost of approximately \$1,000,000.00. Pursuant to this Funding Agreement, the Members have agreed to make Contributions (defined herein) to the District to provide funds for the payment of the Project.
D. The District and the Members have the power to undertake the obligations described in this Agreement under the provisions of Alabama law, and the Contributions do not constitute debt for the purposes of the constitutional debt limitations prescribed under the Constitution of Alabama 1901, as amended.

NOW, THEREFORE, in consideration of the respective representations and agreements herein contained, the parties hereto agree as follows:

Section 1. Findings and Determinations by the District and the Members.

The District and the Members hereby find and determine that:

- (a) This Agreement is authorized by Alabama law.
(b) The Contributions to be made pursuant to this Funding Agreement will benefit the citizens of the Members to an extent that fully warrants and justifies such appropriations.
(c) The Members are making public funds available to the District for the purpose of promoting the Project, which is for a public purpose, and does not promote the benefit of any private person, entity or firm.

Section 2. Member Contributions and Responsibilities.

- (a) The Members shall make initial, single Contributions to the District in the amounts set forth in Exhibit A, which shall be due and payable on or before February 1, 2019. The Member's obligations to make the Contributions are a general obligation of each of the Members, secured by the full faith and credit of each of the Members for the Contributions as set forth in Exhibit A attached hereto (the "Contributions").
(b) The City of Birmingham is not making a Contribution pursuant to this Funding Agreement;

(a) The District will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin. The District will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The District agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) In the event of the District's noncompliance with the nondiscrimination clauses of this contract, this contract may be canceled, terminated or suspended in whole or in part and the District may be declared ineligible for further municipal contracts.

Section 6. Boycotting Activities. The District represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

Section 7. Held Harmless. The District will require any contractors performing work on the Project to indemnify and hold harmless the District and the governmental entities which are members of the District from any and all liability resulting from the acts or omissions of such contractors with respect to the Project.

Section 8. Miscellaneous.

- (a) The District will proceed with due diligence to cause the Project to be placed in service on or before December 31, 2019.
(b) No modification, amendment or alteration of this Funding Agreement shall be effective unless in writing and signed by the District and the Members.
(c) The provisions of this Funding Agreement shall be severable. In the event any provision hereof shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any of the remaining provisions hereof.
(d) The District shall not enter into, execute or be a party to any covenant, agreement, lease, deed, assignment, conveyance, or any other written instrument which restricts the sale, lease, use or occupancy of the Project.
(e) This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without regard to principles of conflict of laws.
(f) This Agreement may be executed in several counterparts each of which shall constitute one and the same agreement.
(g) Each party hereto agrees that the Agreement is solely for the benefit of the parties hereto and the successors and assigns thereof and no other person shall have any benefit, interest or rights under or by virtue of this Agreement.
(h) This Agreement shall constitute the final and full contractual agreement of the parties and shall supersede all prior or other agreements (written or oral) by the parties relating to

however, because the Project is in the City limits of Birmingham, Birmingham agrees to bear the cost of issuing any permits necessary for the construction and maintenance of the Project without payment of any additional fees by the District. Subject to approval of the Birmingham City Council, Birmingham will grant to the District any easements over and across any property owned by Birmingham which are reasonably required for the Project.

(c) Jefferson County shall be responsible for the design, public bidding, and management of the construction of the Project. Upon completion, the County will add the bridge to its inventory for long term inspection and maintenance.

(d) Mountain Brook and Homewood shall provide, as part of their respective continuing obligations under this Agreement, on an equal basis, the necessary funds for general liability insurance in a commercially reasonable amount after the completion of the Project. Such insurance will name the Members of the District as additional insureds and all such policies of insurance shall include a provision requiring that the insurer give the Members at least thirty (30) days' written notice before any cancellation, decrease in coverage or other material change is effective. Copies of the policy or a certificate of insurance thereof shall be delivered to the Members prior to commencement of construction of the Project.

(e) Any cost overruns for the Project shall be equally divided between the City of Homewood, the City of Mountain Brook, and Jefferson County, or from other funding sources obtained by the District.

Section 3. Immigration Act Compliance.

(a) The District represents and warrants that it does not knowingly employ, hire for employment, or continue to employ an "unauthorized alien," as defined by the Season-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 (H. B. 56), as amended from time to time (the "Act") and that, during the performance of the contract, the District shall participate in the E-Verify program as required under the terms of the Act.

(b) The District agrees to comply with all applicable provisions of the Act with respect to its contractors by entering into an agreement with or by obtaining an affidavit from such contractors providing Work for District that such contractors are in compliance with the Act with respect to their participation in the E-verify program. The District represents and warrants that the District shall not hire, retain or contract with any contractor to provide Work which the District knows is not in compliance with the Act.

(c) By signing the contract, the contracting parties affirm, for the duration of the contract, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

(d) Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the contract and shall be responsible for all damages resulting therefrom.

Section 4. Participation of Historically Under-Utilized Business Enterprises. The District acknowledges and agrees that the City of Birmingham, as a matter of public policy, encourages minority and women-owned business participation to the maximum extent possible. This policy includes historically under-utilized business enterprises such as architectural firms, engineering firms, investment banking firms, other professional service providers, and construction contractors as part of the City's business, economic and community revitalization programs.

Section 5. Nondiscrimination. During the performance of the contract the District agrees as follows:

the subject matter hereof.

IN WITNESS WHEREOF, the District and the Members have caused this instrument to be duly executed as of the date set forth above.

THE HIGHWAY 280 PUBLIC ROAD COOPERATIVE DISTRICT

By: _____
Title: _____

ATTEST: JEFFERSON COUNTY, ALABAMA

By: _____
Title: _____

ATTEST: THE CITY OF BIRMINGHAM

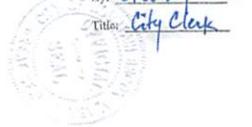
By: _____
Title: _____

ATTEST: THE CITY OF HOMEWOOD

By: _____
Title: _____

ATTEST: THE CITY OF MOUNTAIN BROOK

By: [Signature]
Title: Mayor



APPENDIX 5

EXHIBIT A

CONTRIBUTION OF FUNDS FOR THE PROJECT
HIGHWAY 280 PUBLIC ROAD COOPERATIVE DISTRICT
FY 2018

FUNDS COMMITTED:	AMOUNT:
City of Homewood	\$300,000
City of Mountain Brook	\$300,000
Jefferson County Commission ((\$50,000 payable on February 1, 2019 and \$50,000 payable October 1, 2019)	\$100,000
City of Birmingham	\$-0-
From Jefferson County Community Service Fund for Public Works Projects	
Senator Blackwell	\$150,000
Senator Waggoner	\$ 15,000
Senator Smitherman	\$ 15,000
Representative Faulkner	\$ 15,000
Representative Carns	\$ 10,000
Representative Rogers	\$ 15,000 (verbal)
Birmingham Track Club	\$ 15,000
Hollywood Garden Club	\$ 10,000
PFT Service, Inc.	\$ 500
Truitt Insurance	\$ 1,000
Raymond James	\$10,000
Welch Group Foundation	\$10,000
Senator Dan Roberts	



APPENDIX 5

EXHIBIT A

EXHIBIT A



APPENDIX 6

2019-014

Exhibit B

DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS, AND CONDITIONS

Jefferson County, Alabama

THIS DECLARATION OF COVENANTS, RESTRICTIONS, AND CONDITIONS (this "Declaration") is made this ___ day of _____, 2019, by Suzanne Bowron Nichols, Executrix for the Estate of Shila Donovan Bowron, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of lot 10 ("Lot 10") and lot 11 ("Lot 11") located in Rockridge Park in the City of Mountain Brook, Jefferson County, Alabama, a certified plat being recorded in the Office for the Judge of Probate for Jefferson County, Alabama on March 14, 1925, in Map Book 14, at page 75 and further described on Exhibit "A" attached hereto and made a part hereof (Lot 10 and Lot 11 referenced together as the "Lots"); and

WHEREAS, one residential residence is constructed across the Lots and Declarant desires the flexibility to (i) expand the existing structure of the residence, (ii) clear the Lots and construct a new single family residence across both Lots under applicable zoning rules or (iii) clear the Lots and construct a separate single family residence on each of Lot 10 and Lot 11 under certain restrictive covenants; and

WHEREAS, in order to benefit the Lots, to provide for a more uniform streetscape and to promote consistency with the location of residences on surrounding properties, Declarant desires to place the restrictions set forth herein on Lot 10 and Lot 11 if such Lots are developed separately and two (2) single family residences are constructed thereupon.

NOW, THEREFORE, Declarant declares that Lot 10 and Lot 11 shall be held, sold, conveyed or encumbered, rented, used, occupied and improved subject to the following Covenants, Restrictions, and Conditions ("Restrictions") set forth below expressly and exclusively for the use and benefit of Lots and of each and every person or entity who now or in the future owns any portion or portions of the Lots and further for the benefit of the City of Mountain Brook, Alabama.

ARTICLE I DEFINITIONS

SECTION 1. The following words, when used in this Declaration or any supplemental Declaration (unless the content shall prohibit), shall have the following meanings:

- (A) Declarant shall mean The Estate of Shila Donovan Bowron, its successors or assigns.
- (B) Owner shall mean and refer to a record Owner of the fee simple title to any Lot or Dwelling Unit situated upon Lot 10 and/or Lot 11.

ARTICLE II COVENANTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS

SECTION 1. Residential Building. The Lots shall be used exclusively for single family residential purposes.

2019-014

Exhibit C

APPENDIX 6

SECTION 2. Independent Development of Lots 10 and 11 and the Construction of Two Separate Dwelling Units Thereupon. If Owner decides to remove the residence that is, at the time of the execution of this Declaration, situated upon Lots 10 and 11 and develop Lot 10 and Lot 11 separately such that a new residence shall be constructed on each of such Lots, the residences constructed on both Lot 10 and Lot 11 shall be sited in such a way as to provide a minimum front setback from Country Club Road of seventy (70) feet. All other setbacks shall conform with applicable zoning regulations in place at the time of issuance of any permit for construction thereof.

**ARTICLE III
GENERAL PROVISIONS**

SECTION 1. Scope and Effect. The restrictions contained herein shall not be deemed to impair or restrict use of the subject Lots other than as specifically set forth herein and there shall be no restriction on the type or number of structures implied hereby, the intent being that use of the Lots shall not be limited except by application of governing standards set forth in applicable municipal law or regulation.

SECTION 2. Amendment of Covenants, Conditions and Restrictions. The covenants, conditions and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated by an instrument signed by all of the Owners of the Lots or any portion or portions of the Lots and by the City of Mountain Brook, Alabama. Any amendment must be recorded.

IN WITNESS WHEREOF, Suzanne Bowron Nichols, Executrix for the Estate of Shila Donovan Bowron, has caused this Declaration to be executed on this the ___ day of _____, 2019.

By: _____
Suzanne Bowron Nichols, Executrix
for the Estate of Shila Donovan Bowron

THE STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said State hereby certify that Suzanne Bowron Nichols, whose name is signed to the foregoing conveyance, and who is known to me acknowledged before me on this day, that, being informed of the contents of the conveyance she, as Executrix for the Estate of his mother, Shila Donovan Bowron, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this ___ day of _____, 2019.

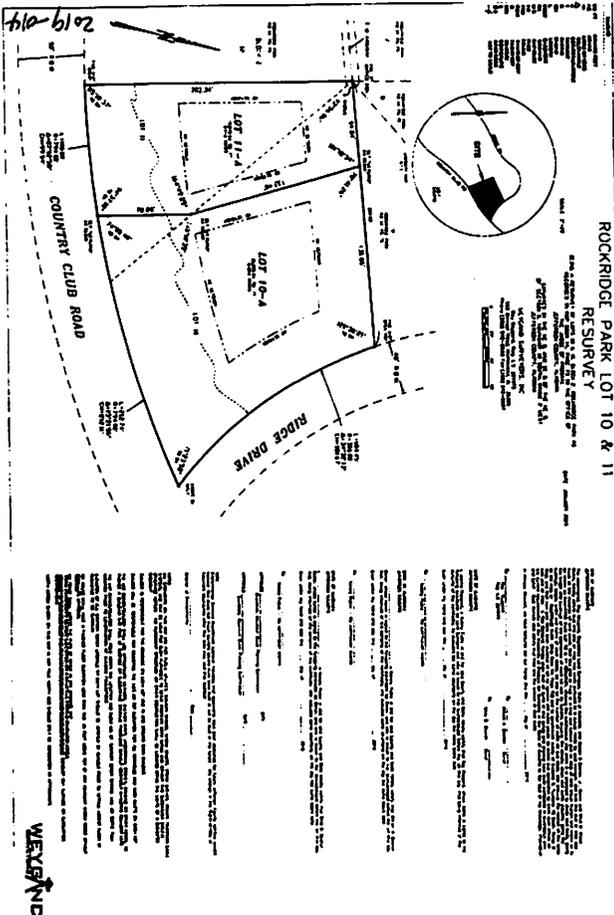
NOTARIAL SEAL

Notary Public
My Commission Expires:

This Instrument Prepared By:

Jesse S. Vogtle, Jr., Partner
Balch & Bingham LLP
1901 Sixth Avenue North, Suite 1500
Birmingham, AL 35203-4642

11/14/19



NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing is called to be held before the City Council of the City of Mountain Brook in the Council Chambers at the Mountain Brook City Hall, 56 Church Street, Mountain Brook, Alabama, on Monday, February 11, 2019, at 7:00 o'clock, p.m., for the purpose of allowing members of the public to express views, orally or in writing, as to the proposal by the Council to increase the rate of an ad valorem school tax levied in the said City. The proposed action by the Council, which is subject to the approval of the Legislature of Alabama and a majority of the qualified electors of the said City voting at an election called for such purpose, will permit an increase in the rate at which the said ad valorem tax authorized by Amendment No. 56 to the Constitution and the laws of the State of Alabama is levied in the said City to a maximum rate which is equal to \$2.06 on each one hundred dollars (20.6 mills on each dollar) of assessed value (an increase of one dollar on each one hundred dollars of assessed value of taxable property, or ten mills); the net proceeds of the tax, as increased, to be used for public school purposes. Members of the public are invited and encouraged to attend the public hearing.


Stewart H. Welch III, 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 a notice of a public hearing made by the City Council of the City of Mountain Brook, Alabama, at its regular meeting held on January 28, 2019, and published by posting copies thereof on January 28, 2019, at the following public places, which copies remained posted for five (5) days as required by law.

City Hall, 56 Church Street
Gilchrist Pharmacy, 2850 Cahaba Road

Overton Park, 3020 Overton Road
Cahaba River Walk, 3503 Overton Road


City Clerk

[To be posted at not less than three (3) public places in the City, not less than ten (10) days prior to the date set for the meeting at which the hearing is held]

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing is called to be held before the City Council of the City of Mountain Brook in the Council Chambers at the Mountain Brook City Hall, 56 Church Street, Mountain Brook, Alabama, on Monday, February 11, 2019, at 7:00 o'clock, p.m., for the purpose of allowing members of the public to express views, orally or in writing, as to the proposal by the Council to increase the rate of an ad valorem school tax levied in the said City. The proposed action by the Council, which is subject to the approval of the Legislature of Alabama and a majority of the qualified electors of the said City voting at an election called for such purpose, will permit an increase in the rate at which the said ad valorem tax authorized by Amendment No. 56 to the Constitution and the laws of the State of Alabama is levied in the said City to a maximum rate which is equal to \$2.06 on each one hundred dollars (20.6 mills on each dollar) of assessed value (an increase of one dollar on each one hundred dollars of assessed value of taxable property, or ten mills); the net proceeds of the tax, as increased, to be used for public school purposes. Members of the public are invited and encouraged to attend the public hearing.

Mayor, City of Mountain Brook

4824-3683-8277.1

APPENDIX 7

Minute Book 90
"ZONING NOTICE"

Notice is hereby given that at a regular meeting of the City Council of the City of Mountain Brook to be held on Monday, February 11, 2019, at 7:00 p.m., in the Council Chamber of the Mountain Brook City Hall located at 56 Church Street, Mountain Brook, Alabama 35213, the City Council will hold a public hearing regarding a proposal to rezone recently annexed Lockerbie property from its temporary zoning of Res-C to permanent zoning of Clustered Residential.

'ORDINANCE NO.

AN ORDINANCE TO REZONE A PARCEL OF LAND IN THE CITY OF MOUNTAIN BROOK, ALABAMA FROM ITS CURRENT [TEMPORARY] RESIDENCE-C DISTRICT TO [PERMANENT] CLUSTERED RESIDENTIAL DISTRICT.

WHEREAS, the real estate as more particularly described as: "Lot 11 A, according to a Resurvey of Lots 1,2,4,5,6,7 and 8, Cluster I and Managed and Landscaped Areas, Resurvey of Lockerbie Phase II, and Lots 1,2,3,4,5,6,7 and 8 Cluster II and Acreage, Amended map of Lockerbie, Phase IV, said Resurvey being recorded In Map Book 155, Page 78, in the Probate Office of Jefferson County, Alabama," and illustrated in the accompanying survey map is presently [temporarily] zoned Residence-C District as provided by Ordinance No. 1347; and

WHEREAS, after due consideration, the City Council has determined that the zoning Classification of the Real Estate should be Clustered Residential District.

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

Section 1. The zoning map of the City of Mountain Brook, as referred to in Section 129-17 of the Mountain Brook City Code, as amended from time to time, is hereby further amended by zoning the above described property Clustered Residential District:

Section 2. The provisions of this ordinance are severable. If any provision of this ordinance is held by a court of competent jurisdiction to be invalid, such invalidity shall in no way affect the remaining provisions of this ordinance.

Section 3. This ordinance shall become effective when published by posting the same as required by law."

CERTIFICATION

I, Tammy Reid, Administrative Analyst for the City of Mountain Brook, Alabama, do hereby certify that I have caused notice of the proposed rezoning and of public meeting thereupon set forth above to be published and provided in the manner specified by Article XXV, Sec. 129-431, of the Mountain Brook City Code. I further certify that I have posted said notice in four conspicuous places within the City of Mountain Brook, in the manner and within the time permitted by law, said places being:

Mountain Brook City Hall, 56 Church Street
Cahaba River Walk, 3503 Overton Road

Gilchrist Pharmacy, 2850 Cahaba Road
Overton Park, 3020 Overton Road

Tammy Reid

Tammy Reid, Administrative Analyst

1-25-19

APPENDIX 8