

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
NOVEMBER 26, 2018**

The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 6:30 p.m. on the 26th day of November, 2018. 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 Attorney Whit Colvin, City Manager Sam Gaston and City Clerk Steven Boone.

1. AGENDA

1. Request for bus stop shelter at Cahaba Village (Appendix 1)—David Silverstein

The members of the City Council expressed their general support for the installation of a bus stop shelter on U. S. Highway 280 but reminded Mr. Silverstein that this request was previously denied by the Alabama Department of Transportation (ALDOT). Mr. Silverstein offered to discuss this proposal as well as the yield sign on Pump House Road with ALDOT and report back to the City Council.

2. Review of the matters to be considered at the formal (7 p.m.) meeting
3. The Mayor gave a brief update on the following matters: 1) the Restaurant Challenge, 2) the MAX village shuttle pilot program, and 3) the pedestrian bridge in Jemison Park.

2. ADJOURNMENT

There being no further matters to be discussed, Council President Smith adjourned the pre-meeting at approximately 6:45 p.m.

3. CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct synopsis of the discussion from the work session of the City Council of the City of Mountain Brook, Alabama held at City Hall, Pre-Council Room (A106) on November 26, 2018, 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

Sam Gaston

From: Joshua (Josh) Johnson
 Sent: Wednesday, November 21, 2018 10:31 AM
 To: Sam Gaston
 Cc: Carissa Pickett
 Subject: RE: Bus Stop Shelter

I'll see if I can find the plans for them. I do know the size is 5X9.



From: Sam Gaston <sgastons@mtnbrook.org>
 Sent: Wednesday, November 21, 2018 10:28 AM
 To: Joshua (Josh) Johnson <jjohnson@bjcta.org>

Cc: Carissa Pickett <cpickett@bjcta.org>
 Subject: RE: Bus Stop Shelter

You also have any specifications on the types of shelters available?

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: Joshua (Josh) Johnson [mailto:jjohnson@bjcta.org]
 Sent: Wednesday, November 21, 2018 10:15 AM
 To: Sam Gaston
 Cc: Carissa Pickett
 Subject: RE: Bus Stop Shelter

Mr. Gaston,

The cost for a shelter to include installation, construction, and ADA pad is \$12,000. With a 20% Local Match that comes out to \$2,400.

From: Sam Gaston <sgastons@mtnbrook.org>
 Sent: Wednesday, November 21, 2018 9:10 AM
 To: Joshua (Josh) Johnson <jjohnson@bjcta.org>
 Subject: Bus Stop Shelter

Is the information coming soon? Last item I need to finish the agenda.

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

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APPENDIX 1



**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
NOVEMBER 26, 2018**

The City Council of the City of Mountain Brook, Alabama met in public session in the City Hall Council Chamber at 7:00 p.m. on the 26th day of November, 2018. 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 Attorney Whit Colvin, City Manager Sam Gaston and City Clerk Steven Boone.

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

1. INTRODUCTION OF GUESTS

Council President recognized Reynard Vaughan and 4-5 other Boy Scouts from Troop 320 along with Boy Scouts Carl Lane Evans and Jack Welch from Troop 63 all in attendance for their communications merit badge.

2. CONSENT AGENDA

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

Approval of the minutes of the November 13, 2018, regular meeting of the City Council.

2018-160	Reaffirm the City's commitment to promote safe workplace guidelines with respect to the City's workers' compensation program	Exhibit 1, Appendix 1
2018-161	Authorize the installation of and ongoing operation of a street light in the vicinity of 3869 Glencoe Drive	Exhibit 2, Appendix 2
2018-162	Declare certain [library] equipment surplus and authorizing its sale at public Internet auction	Exhibit 3

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

Ayes: Virginia C. Smith, Council President
William S. Pritchard III, Council President Pro Tempore
Philip E. Black

Lloyd C. Shelton
Alice B. Womack

Nays: None

Council President Smith thereupon declared that said minutes and resolutions (Nos. 2018-160 through 2018-162) are adopted by a vote of 5—0 and as evidence thereof signed the same.

3. CONSIDERATION: RESOLUTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY ENCROACHMENT (DRIVEWAY IN THE UNIMPROVED RIGHT-OF-WAY) AGREEMENT BETWEEN THE CITY AND TJB, LLC WITH RESPECT TO THE PROPERTY LOCATED AT 142 SPRING STREET (EXHIBIT 4, APPENDIX 3)

Council President Smith introduced the resolution in writing and then invited comments from City Planner Dana Hazen and other interested parties.

Dana Hazen, City Planner:

- The developer wishes to install a driveway within the 50 foot right-of-way along the north side of the property
- There is currently asphalt under dirt and debris on the right-of-way where the improvement is requested, probably installed by the previous owner

Casey Wheeler, developer, of 8343 Dogwood Lane, Morris, AL:

- Apologized to Building Official Glen Merchant and the property owners for the recent concrete work performed outside the hours allowed
- Wishes to install a 20-foot wide by 50-foot long access to the property to allow for additional off-street parking which should significantly reduce the need for the [future] property owners or their guests to park along the very narrow street
- There is an old masonry wall and steps that appears to access a previous, similar improvement

Council member Black inquired of Mr. Merchant what has been permitted to which Mr. Merchant responded that the permit includes the home which meets all setback, impervious area and parking requirements. The requested improvement within the right-of-way, if approved by the City Council, will allow for additional on-site parking.

David Allen of 134 Spring Street:

- Is generally in favor of the development project, however, the construction phase has been a nightmare for the residents
- The project is being performed by a builder/investor, not a resident homeowner
- Expressed concern about the marketability of the two lots due to the unusual configuration of the lots and therefore is concerned about their viability
- Currently, accessibility and safety are of great concern due to construction worker/contractor traffic and the very narrow road
- Children currently use the right-of-way as a walking path to the alley
- Questions where the right-of-way lines are located
- Urged the City Council to delay approving this improvement to perform additional research
- Ultimately, the neighbors would like to see the City widen the street and perhaps make room for even more parking

Wilson Holifield of 132 Spring Street:

- Communication has been terrible
- Recently, the developer took down a 60-foot pine tree without any warning which he perceived as unsafe and of great inconvenience
- The neighbors have paved driveways and landscaped yards and do not like the idea of a gravel driveway around these properties
- Echoed concern about traffic, safety and area children

Council President Smith, Dana Hazen, Council member Black:

- The lots are zoned Residence C
- Gravel driveways are common in Crestline where there are smaller lots due to impervious area building regulations
- The project has been permitted which includes verification of impervious areas which often dictates the type of building/paving materials to be used for drive and walking paths

Mr. Merchant:

- Conceded that initial communications with Mr. Allen were not optimal due to computer issues
- Mr. Wheeler has built at least two other homes in the City with little or no issues
- With respect to this project, there has been one fine for a BMP failure
- The lots and the plans are conforming
- The encroachment improvement, if approved, should have no impact of the adjoining property owners

David Allen:

- Suggests that the City resurvey the area (and all future right-of-way encroachment requests) to determine the exact location of the rights-of-way
- For this request, believes the City should evaluate the traffic situation and determine how wide Spring Street should be

Glen Merchant:

- The request is not practical
- The suggestion is an impractical solution to a simple problem
- Surveying right-of-way for such requests is not customary in Mountain Brook or surrounding cities
- The City staff has spent considerable time studying this and similar issues and views the encroachment agreement as an appropriate solution

David Allen:

- Asked whether any evaluation has been done with respect to the masonry stairs mentioned earlier that appears to be in the right-of-way

Glen Merchant:

- The stairs are unrelated to the request under discussion

David Allen:

- Asked not to be told he was irrelevant

Council President Smith then excused Mr. Merchant in order to get the discussion back on point.

David Allen:

- Believes the masonry stairs are relevant and that the whole area needs to be studied before making a decision on the requested improvements in the right-of-way
- Does not view the delay of the requested improvements to adversely impact the overall development project or timeline

Mr. Allen and Holifield agreed that they are in favor of a good development project. They just want to be sure the project has the best chance of being marketable, beneficial to the neighborhood, safe and results in minimal traffic impact.

John Barnhart of 146 Spring Street:

- Does not object to the issues raised by Mr. Allen and Mr. Holifield
- The street is actually a one-lane alley
- When the homes are finished and there will be five houses on the street, traffic flow will be significantly worse than it is currently

- Ultimately, would like to see Mountain Avenue extended and connected to Spring Street
- Understands that the City will likely not undertake that improvement
- He currently maintains the unimproved easement and believes the City should take over that responsibility if the area is not going to be improved
- Believes that if the developer installs an aesthetically pleasing driveway it will help the traffic congestion and safety situation

There being no further comments or discussion from the audience, Council President Smith asked for comments from the elected officials.

Council President Pro Tempore Pritchard admitted that he has not inspected the area with respect to this proposal and wishes to delay any action to allow him time to do so.

Council President Smith expressed her agreement. Because no one entered a motion, Council President Smith announced that the matter will likely be brought back for formal consideration at the December 10, 2018, meeting of the City Council.

Council member Black:

- To avoid having the Riot Act read with respect to this and any future developments in the City, suggested that Mr. Wheeler be a good neighbor
- Takes exception to a developer (especially with respect to a [non]resident investor) coming into an area to develop property and believes the developer should go out of their way to proactively keep the affected neighbors informed especially when the development activity disrupts normal activity in the neighborhood
- Suggested that Mr. Wheeler treat the neighbors as he would expect to be treated were he in their shoes

Council President Smith then closed the discussion.

4. CONSIDERATION: ORDINANCE (NO. 2038) TO ALTER AND REARRANGE THE BOUNDARY LINES OF THE CITY OF MOUNTAIN BROOK, ALABAMA, SO AS TO INCLUDE WITHIN THE CORPORATE LIMITS CERTAIN OTHER TERRITORY CONTIGUOUS TO SAID CITY (EXHIBIT 5, APPENDIX 4)

*INSTR #
2018121543
11/30/2018*

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

Jason Wallace, developer, representing the applicants of 2005 Craig Lane, Hoover, AL 35226:

- The developer, on behalf of the property owners, wishes to subdivide the 18.7 +/- acre parcel into three, estate-sized lots and develop each pursuant to the conditions outlined in the annexation covenants
- Recently, completed their development of one sector in this area and now wishes to develop the second sector

Council President Pro Tempore Pritchard stated that the Mountain Brook Board of Education has expressed no opposition to the proposed annexation.

City Attorney Whit Colvin:

- The covenants include a provision that the parcel shall be subdivided into no more than three lots
- Each lot shall be a minimum of 3 acres
- The covenants shall be recorded and be binding for all future owners of the lots

There being no further comments or questions, Council President Smith invited a motion from the City Council. It was then moved by Council member Shelton that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended and that unanimous consent to the immediate consideration of said ordinance be given and that the reading of the

ordinance at length be waived. The motion was seconded by Council President Pro Tempore Pritchard and was unanimously carried, 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 declared the motion carried by a vote of 5—0.

After said ordinance had been considered in full by the Council member Black then moved for the adoption of said ordinance. The motion was seconded by Council member Womack. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia 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 declared that the ordinance (No. 2038) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same

5. ANNOUNCEMENT

The next regular meeting of the City Council will be Monday, December 10, 2018, at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.

6. ADJOURNMENT

There being no further business to come before the City Council, Council President Smith adjourned the meeting at approximately 7:32 p.m.

7. 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 November 26, 2018, 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. 2018-160**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby reaffirms the City's commitment to promote safe workplace guidelines with respect to the City's workers' compensation program (Exhibit A attached hereto).

APPENDIX 1**EXHIBIT 2****RESOLUTION NO. 2018-161**

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

1. That Alabama Power Company is requested to install one (1) 84 watt LED area, 4000K, gray – 8,500 to 14,000 lumens street light in the vicinity of 3869 Glencoe Drive as more fully described in Exhibit A attached hereto (Lighting Services NESC Lease Agreement (Governmental-S)).
2. That the City Manager is hereby authorized to execute and deliver, or cause to be executed and delivered, on behalf of the City such documents, instruments, and agreements that may be deemed necessary or appropriate with respect to said street light upgrades/installations.
3. That the City Clerk is directed to furnish the Alabama Power Company a certified copy of this resolution.

APPENDIX 2**EXHIBIT 3****RESOLUTION NO. 2018-162**

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

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

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

Item	Description	Notes
25	23" Flat screen monitors	Dell P2314Ht
19	Microcomputer CPUs	Dell 9020
3	Tablets	Apple iPad 2
2	B/W laser printers	HP LaserJet P3015
1	Multi-function copier	Kyocera TASKalpha 3050ci

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

EXHIBIT 4

RESOLUTION NO. 2018-_____

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that City Council hereby authorizes the execution of a right-of-way encroachment agreement between the he City and TJB, LLC, in the form as attached hereto as Exhibit A, with respect to the property located at 142 Spring Street, 35213.

APPENDIX 3

EXHIBIT 5

ORDINANCE NO. 2038

INSTR # 2018121543 11/30/2018

3758 Rock Brook Lane, 35223

23-00-36-4-001-012.000

18+/- acres

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

WHEREAS, Lisa G. Jones and Jeffrey P. Gilliam ("Petitioners") have caused to be signed and filed a written petition with the City of Mountain Brook, an incorporated municipality located in the State of Alabama (the "City"), stating that the Petitioner is the owner of the hereinafter described property which is contiguous to the city limits of the City and that no part of the Property is within the corporate limits of any other municipality, and asking that the Property be annexed to the City pursuant to § 11-42-21, *et seq.*, Code of Alabama (1975).

WHEREAS, the petition contained an accurate description of the property and the signatures of all the owners of the property or persons with legal authority to act therefor, and the petition was accompanied by a map of the property showing its relationship to the corporate limits of the City; and

WHEREAS, the City Council has determined that the property is contiguous to the City and that no part of the property is within the corporate limits of any other municipality; and

WHEREAS, to induce the City to annex the property, the Petitioners have agreed to subject the property to certain restrictive covenants; and

WHEREAS, the City Council has determined that, if the property is made subject to the covenants, it will be in the public interest that the property be annexed to the City;

INSTR # 2018121544 11/30/2018

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

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

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

Section 3. Severability. If any part, section, or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the

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

Section 4. Publication. The City Clerk shall file a certified copy of the Property described in Exhibit "A" attached hereto, and a certified copy of this ordinance with the Probate Judge of the county in which the Property is located, and also cause a copy of this ordinance to be published as provided by law.

Section 5. Effective Date. This ordinance shall be effective upon its publication as provided by law and upon restrictive covenants, in a form similar to Exhibit "C" attached hereto, binding upon the owners and all successors in title thereto, being executed and recorded in the Probate Court of Jefferson County, Alabama, no later than December 7, 2018.

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

APPENDIX 4



MUNICIPAL WORKERS COMPENSATION FUND, INC.

P.O. Box 1270 • 535 ADAMS AVENUE • MONTGOMERY, AL 36102
334-262-2566 • Fax 334-263-0200
CLAIMS 1-888-736-0210

TONY HENDERSON
Mayor, Center Point
President

SABR BUELL
Councilmember, Lincoln
Vice President

JESSE MATTHEWS
Councilmember, Bessemer
Secretary/Treasurer

TONY WILLIAMS
Mayor, Sarasota
Director

MICKY MURDOCK
Mayor, Ellettsville
Director

KEV SMITH
General Manager

RICHARD BUTTENSCHAW
Operations Manager

STEVE MARTIN
Finance Director

DATE: November 1, 2018
TO: All Members of MWCF, Inc.
FROM: Richard Buttenschaw
MWCF Operations Manager
SUBJECT: Premium Discounts for the 2019 Fund Year

The Board of Directors of the Municipal Workers Compensation Fund, Inc. (MWCF) met on October 24th and approved premium discounts for those members that commit to certain safety guidelines, establish a medical protocol and adopt a drug and alcohol testing program that is 4th amendment compliant. A three (3) percent discount will be given for each program. Members that adopt all three programs will receive a ten (10) percent discount instead of nine (9) percent. For this past year, 55% of MWCF members took advantage of this 10% discount! For those members who have already adopted a medical protocol and/or a drug and alcohol testing program in prior years no action needs to be taken to receive the discounts for these programs. The Safe Workplace Guidelines however, must be renewed annually. **If it is signed and returned by December 15th, the discount will appear on the initial billing for 2019-2020. We encourage each member to review the enclosed document(s) carefully. Please make a copy for your file and then completed forms should be returned to MWCF at the above address or faxed to 334-263-0200. No discount will be issued after February 1, 2019 for Safe Workplace Guidelines received after that date.**

If your municipality or municipal entity does not presently participate in the Drug and Alcohol testing program or have a Medical Protocol on file, that information has also been enclosed for your review.

For more details, see the article in the Fall 2018 issue of *Risk Management Solutions* mailed to you last month or download at www.almwcf.org.

2019 Safe Workplace Guidelines



Name of Municipality or Agency: _____
Name of Safety Coordinator: _____ Email Address: _____
Safety Coordinator Phone Number: () _____ Fax Number: () _____

The undersigned hereby confirms to the Municipal Workers Compensation Fund, Inc., our intent to implement the following safety standards relevant to our municipal entity:

GENERAL SAFETY GUIDELINES

1. Adopt and implement a written safety manual or a statement of safety standards.
2. Establish a Safety Committee to recommend new safety policies, review and update existing safety policies, review accidents and establish methods to help prevent accidents, injuries and damages to equipment.
3. Have quality safety meetings for all employees once a month. At least one of these meetings each year should be a training session on proper lifting techniques and back wellness. Consider integrating health & wellness topics such as smoking, diabetes, management of stress and weight into these meetings. Document attendance, date, time and issues covered. Quality safety training can be provided utilizing tools such as the MWCF video library and/or LocalGovU online training center. These and other excellent free resources can be found at www.losscontrol.org.
4. Have the designated Safety Coordinator or City Clerk meet with the designated Loss Control representative and review loss run reports. During this review, reports should be analyzed to make sure the records are correct. The Safety Coordinator or City Clerk should present a summary of the report to the Mayor or other Chief Executive Officer and all department heads.
5. Investigate all job related injuries regardless of the severity, determine the cause, maintain investigation records, and report all job related injuries immediately by completing a First Report of Injury Form at www.almwcf.org. Confer with any employee who has filed two or more claims in a 12 month period as to how their job can be made safer.
6. Provide a safety orientation for all new employees (including temporary and part-time) on how to do job tasks safely and document that this has been done.
7. Designate a doctor or medical group to be used by employees for non-emergency job-related injuries. This can be done via completion of the Medical Protocol Document (if not previously submitted) which also provides an additional premium discount. It is highly recommended that a supervisor or manager accompany injured employees to the medical facility on the initial visit. In life threatening emergencies, employee should be taken to the nearest medical facility.

TRAINING AND PROCEDURES

8. Issue safety equipment where necessary, and provide proper tools for a job to employees to help prevent accidents and require the use of such safety equipment through a written policy.
9. Adopt a written infectious disease policy and consider providing hepatitis B shots for all police, fire, emergency medical technician, sanitation personnel, or any employee who has a high possibility of exposure.
10. Consider providing CPR/AED and first aid training to employees.
11. Emphasize the significance of good maintenance and housekeeping of equipment, work areas, building and grounds. Documented inspections of all equipment, work areas, building and grounds for safety hazards, including electrical, fire and life safety hazards should be done at least quarterly. Any problems discovered should be corrected immediately and documented.

BOTH PAGES OF FORM MUST BE SUBMITTED TO MWCF BY FEBRUARY 1, 2019 TO BE ELIGIBLE FOR PREMIUM DISCOUNT

10-2018

2018-160



12. Evaluate all excavations to insure proper trenching and shoring procedures are in place and provide employee training on the proper use of excavating equipment.

13. Part-time, seasonal and temporary employees should comply with the same safety standards and policies as permanent employees.

14. As violence in the workplace is increasing annually, consider implementing a Workplace Violence policy Emergency Action Plan. A sample Workplace Violence policy can be downloaded at www.losscontrol.org under Reference Documents.

MOTOR VEHICLES

15. Establish a written policy instructing operators of motor vehicles to be observant of any malfunction and seek immediate repair when such malfunction is apparent. A record of any action taken should be maintained.

16. Evaluate traffic safety programs using the DOT guidelines when working near roadways and ensure conformance with safety guidelines. These guidelines are available in the Manual on Uniform Traffic Control Devices for Streets and Highways and is available free of charge on our loss control website www.losscontrol.org. (WZSF-001)

17. Consider defensive driving courses for those employees who drive vehicles. It is recommended that all drivers attend a defensive driving course every two years. MWCF provides a Skid Car Training Program for operators of all municipal vehicles.

18. Have a written vehicle operations policy that details the requirements and responsibilities of safely operating a municipal vehicle, mandates seat belt use for driver and all passengers, and prohibits the use of any non-job essential electronic device while driving.

19. Consider establishing a Vehicle Accident Review Board to help determine cause of vehicle crashes and make recommendations. A sample Accident Review policy can be downloaded at www.losscontrol.org under Reference Documents.

POLICE DEPARTMENTS (WHERE APPLICABLE)

20. Consider requiring that all Police Officers wear bullet resistant vests and wear reflective vests when involved in traffic control duty.

21. Implement a written police and jail procedure manual (where applicable) with rules and regulations updated periodically.

22. Consider utilizing available law enforcement training aids such as the Firearms Training System (FATS) available through MWCF.

23. Consider providing coverage for all volunteer firemen and reserve police officers through MWCF.

Number of non-selected paid employees _____

Mayor or Chief Executive Officer (Please Print) _____ Safety Coordinator (Please Print)

Mayor or Chief Executive Officer (Signature) _____ Safety Coordinator (Signature)

Municipality or Agency _____ Date

A safety meeting to discuss these Safe Workplace Guidelines should be held with all department heads once it has been signed. Document the time, place and attendees at this meeting. MWCF should be notified immediately of changes in the Safety Coordinator position by contacting Donna Wagner at (334) 262-2566 or donnaw@alaim.org.

BOTH PAGES OF FORM MUST BE SUBMITTED TO MWCF BY FEBRUARY 1, 2019 TO BE ELIGIBLE FOR PREMIUM DISCOUNT

10/2018

2018-161



Lighting Services NESC® Lease Agreement (Governmental-S)



3873 Glencoe Drive
Mountain Brook, Alabama 35213

Customer Legal Name CITY OF MOUNTAIN BROOK DBA _____
 Service Address 0 STREETLIGHTS, UNREG NESC LIGHTS BIRMINGHAM AL 35213 County JEFFERSON
 Mailing Address PO BOX 130009, BIRMINGHAM AL 35213
 Email _____ Tel # _____ Alt Tel _____
 Tax ID # 000-00-3229 Business Description Municipal Street Lights
 Existing Customer? Yes No If Yes (and if possible), does Customer want Equipment added to an existing account? Yes No Existing Account # 36128-68008
For informational purposes only

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

Dear Mr. Gaston,

The streetlight in front of my house has been lit for the last 30-40 years that I have lived in this house. It has been out for the last 3-4 months. I have notified the city about this, but thus far it has not been re-lit. I am now told that the city does not own the pole or light and nor does the Power Company. I do not own it, nor does my next-door neighbor. Consequently, I need you help to have the light re-lit and maintained properly. The pole is on the corner of Glencoe and Glenview Drives and is heavily trafficked. I believe it would be beneficial for the corner stop sign to be illuminated.

Thank you for your help.

Dr. John T. Eagan, Sr.
Dr. John T. Eagan, Sr.
Cell: 205-960-1041

Equipment								
Qty	Wattage	Type	Description	OH UG	M/UM	Equipment Amount (\$)	Estimated Regulated Charge (\$/yr)	Estimated Monthly Charge (\$/m)
1	84	LED	Area - 4000k - gray - 8500 to 14000 Lumens	OH	UM	\$11.91	\$1.07	\$13.88
Monthly Total *								\$13.88

Project Notes: Install new street light near 3869 Glencoe Dr - on existing pole

Initial Term 36 months Prepaid Amount \$ 0.00

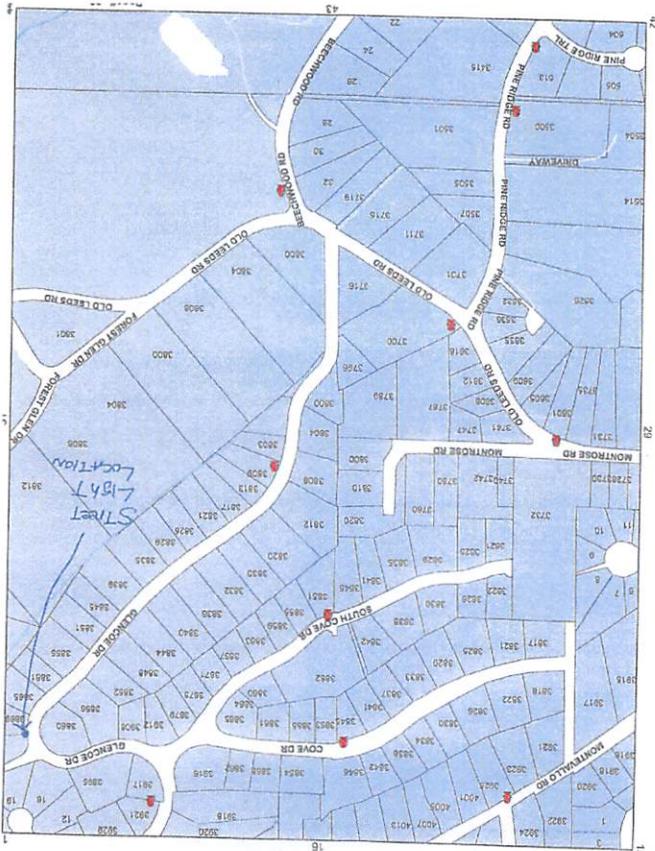
* The Regulated Charge is subject to change at any time as dictated by the Alabama Public Service Commission. The amount shown is an estimate based on the Unmetered Outdoor Lighting (ODU) rate in effect at time of Agreement proposal; actual charges may vary.

Customer agrees to lease the Equipment referenced above from Alabama Power Company on the attached terms and conditions and authorizes all actions noted above.

Customer Authorized Signature: <i>Stewart Welch III</i>	Date: <u>11/26/18</u>	Alabama Power Company	Date
Sign Here: _____	Sign Here: _____	Name: _____	Name: _____
Print Name: <u>Stewart Welch III</u>	Print Name: _____	Print Title: _____	Print Title: _____
Print Title: <u>Mayor</u>	Print Title: _____	Print Title: _____	Print Title: _____

APC Internal Use Only - APC Reference Number (if applicable): _____

APPENDIX 2





CITY OF MOUNTAIN BROOK

Dana O. Hazen, AICP
Director of Planning, Building & Sustainability
56 Church Street
Mountain Brook, Alabama 35213
Telephone: 205/802-3821
Fax: 205 879 6913
hazend@mtmbrook.org

DATE: November 26, 2018

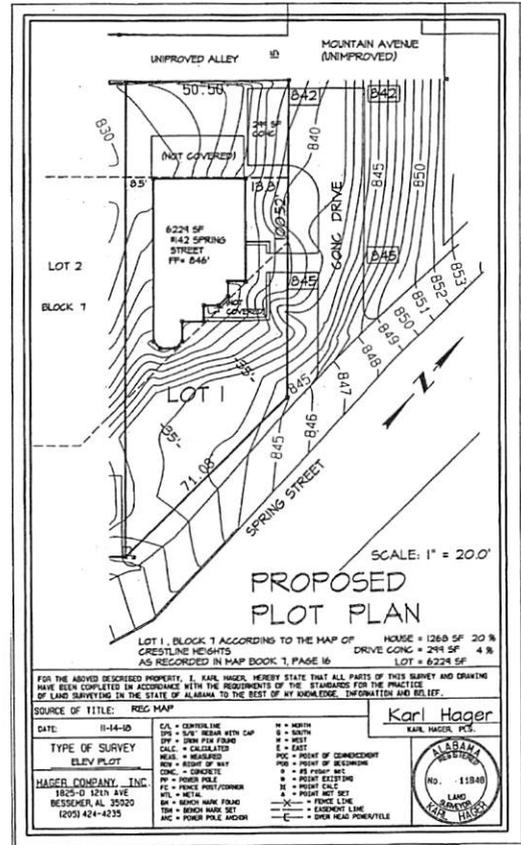
TO: Mayor, City Council & City Manager
FROM: Dana Hazen, City Planner

RE: Encroachment Agreement - 142 Spring Street

In conjunction with the construction of a new single family dwelling at 142 Spring Street, the applicant proposes an access drive within the adjoining unimproved Mountain Avenue right-of-way to the north. The right-of-way is 50 feet wide and, as may be seen on the attached topographic survey and photograph, contains a slope on the right (which is not proposed to be altered).

Staff inspected the site and noted that there is an existing, aging, asphalt driveway in the same location as the proposed new driveway; the applicant intends to install a new concrete improvement that will be a little wider than the existing asphalt, and do some grading of the left side of the right-of-way in order to transition to the building site.

The attached zoning map depicts the subject property and adjoining right-of-way in red, and also shows other similar private improvements in the right-of-way in the vicinity (in blue "bubbles").



APPENDIX 3



THIS INSTRUMENT PREPARED BY:
TJB LLC

JEFFERSON COUNTY }
STATE OF ALABAMA }

RIGHT-OF-WAY ENCROACHMENT AGREEMENT

This Right of Way Encroachment License Agreement (the "Agreement") is entered this ___ day of ___ 201_, by and between the City of Mountain Brook, Alabama, a municipal corporation (hereinafter the "City" or "Licensor"), and TJB LLC (hereinafter individually or collectively referenced for purposes of this Agreement as the "Licensee").

WITNESSETH:

WHEREAS, the Licensee represents that it owns the following real property located in the City of Mountain Brook, Jefferson County, Alabama:

Address: 142 SPRING STREET
Parcel ID #: 2700333005038.000
Legal Description CRESTLINE HEIGHTS LOT 1

(the "Property");

WHEREAS, the Property abuts right(s) of way that is owned by the City and reserved for the use of the general public (the "City ROW");

WHEREAS, the Licensee desires to install and maintain PHYED DRIVE at the location depicted on the attached Exhibit "A" (collectively hereinafter the "Improvement"), and intend that the Improvement will be used by the occupants of the Property or their guests;

WHEREAS, part or all of the area in which the Improvement will be installed lies within and encroaches upon the City Right of Way (hereinafter, the "Encroachment Area"); and

WHEREAS, subject to terms, conditions and understandings herein, the City agrees to grant the Licensee a non-exclusive, revocable license to install and use the encroaching Improvement within the City ROW.

NOW, THEREFORE, 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. The City grants the Licensee a non-exclusive, revocable license to utilize the City ROW for purposes reasonably related to the construction, installation, maintenance and use of above-described encroaching Improvement within the Encroachment Area (the "License"). No other uses of the City ROW are authorized.

2. The Licensee agrees and acknowledges that this Agreement grants it (or them) only a license, not any interest, title, permanent right or estate. The grant made hereunder is personal to the Licensee and does not run with the land. Further, the Licensee agrees to not claim any permanent interest in the Encroachment Area by entering into this Agreement or by its use of any contemplated encroaching Improvement.

3. The Licensee agrees to (a) keep the Encroachment Area clean and free of debris, weeds or overgrown grass, (b) maintain the contemplated encroaching Improvement in good and sound condition, and (c) not use the Encroachment Area or any encroaching Improvement in a manner that creates a hazard or causes damage to any third persons or adjacent properties.

4. The Licensee acknowledges that, in the event that the City, in the exercise of its sole discretion, determines that the Licensee's utilization of the Encroachment Area or the Improvement conflicts with City's use or plans to use that Area, it may revoke the License effective upon providing the Licensee written notice from the Mayor, the City Manager or the City's other executive official. If the License is revoked, the City, in the exercise of its sole discretion, either (a) may request that the Licensee, at its (or their) expense, remove any encroaching Improvement and restore the City ROW to a condition that is reasonably satisfactory to the City within thirty (30) days after the receipt of notice of revocation, or (b) at the City's expense, may remove any encroaching Improvement placed by the Licensee in the Encroachment Area. If the City revokes the License, the Licensee waives and releases the City from any and all claims for expenses incurred by the Licensee to construct or maintain any Improvement in the Encroachment Area.

5. The Licensee may not assign or transfer this Agreement (or any benefit, right or obligation hereunder) to any third party without advance written consent by the City, which consent shall not be unreasonably withheld.

6. All plans, designs and work to construct any contemplated encroaching Improvement shall be subject to review and approval of the City's Building Inspection Department, or such other department as the City may designate. Further, the Licensee agrees that all operations related to the installation or maintenance of any such Improvement will comply with applicable federal, state and local laws, ordinances and regulations (including but not limited to, license and permit requirements) that relate to those operations.

7. The Licensee shall not permit any mechanic or materialman's lien to be filed against the City or concerning the Encroachment Area by reason of any labor, services, materials or equipment supplied or claimed to have been supplied to construct or maintain any encroaching

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(b) The failure of the City to enforce any of the terms, conditions or provisions of this Agreement shall not be construed as a waiver of its right to subsequently compel enforcement of that or any other term, condition or provision herein. The rights, benefits and obligations under this Agreement may be waived only in a writing signed by the parties.

(c) This Agreement, and the conditions, terms and provisions herein, do not create, and are not intended to create or confer any benefit to any third party.

(d) This Agreement contains the complete agreement of the parties concerning the subject matter herein. Any prior negotiation, agreement or understanding, whether oral or written, concerning the matters addressed herein is superseded and of no effect unless expressed herein.

(e) 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 same agreement. Signature pages may be transmitted by facsimile or other form of electronic transmission, and any signature so transmitted will be given the same force and effect as an original signature

(f) If requested by the City, the Licensee shall record a fully-executed form of this Agreement in the real property records of the Probate Court for Jefferson County.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date hereinabove set forth.

ATTEST:

CITY OF MOUNTAIN BROOK, ALABAMA

City Clerk

By: _____ Mayor

LICENSEE (if individual)

LICENSEE (if individual)

LICENSEE (if entity)

TJB LLC

By: _____ Name of Entity

Its: _____

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APPENDIX 3

Improvement (collectively, a "Lien"). If such a Lien is filed, then the Licensee, after notice of its filing, promptly shall either (a) cause the same to be discharged by depositing adequate funds in court or issuing a bond; or (b) indemnify the City against any loss from a Lien by posting security or taking other actions that are reasonably satisfactory to the City.

8. The Licensee, for itself and on behalf of any of its heirs, personal representatives, authorized assigns or other persons or entities that may succeed to its interest in this Agreement (collectively the "Licensee" for purposes of this provision) agrees to waive, release, indemnify, defend and hold harmless the City, and its officers, employees, and representatives (collectively for purposes of this provision, the "City"), from and against any claim, liability, loss, expense (including reasonable attorney fees and costs of court), demand or action asserted against the City by the Licensee or by any third party claiming personal injury, property damage or any other loss of any kind (collectively, a "Claim") that arises from or is in any manner related to (a) the Licensee's use of the Licensee granted herein or the Encroachment Area, or (b) any encroaching Improvement placed in the City ROW. The scope of this indemnification obligation includes Claims that are caused or allegedly caused in whole or part by the negligence of the City; provided that the Licensee shall not be obligated hereunder to indemnify the City for Claims that are caused by the gross negligence or willful misconduct of the City.

9. If the Licensee removes or substantially modifies an encroaching Improvement after this Agreement is executed, it shall not replace or construct another or different Improvement or structure in the City ROW without advance approval from the City; provided that nothing herein shall prohibit the Licensee from maintaining, repairing or refurbishing any encroaching Improvement contemplated by this Agreement.

10. All notices that may be required to be given hereunder shall be deemed to have been properly given if in writing and (a) if personally delivered, or (b) sent either by registered or certified mail, postage prepaid, and addressed as follows, or by nationally recognized overnight courier to the following address (or such other address as a party may designate in writing):

To the City:
City of Mountain Brook, Alabama
Attention: City Manager
56 Church Street
Mountain Brook, AL 35213

To the Licensee:
TJB LLC
468 Renaissance Drive
Mountain Brook, AL 35213

Notices shall be deemed given upon receipt or refusal of delivery.

11. Miscellaneous Provisions.

(a) This Agreement may not be amended or modified unless all parties execute a writing that is signed by their duly authorized representatives.

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STATE OF ALABAMA) (For Use if Licensee is Individual)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public duly commissioned in and for the County and State aforesaid, hereby certify that _____ whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she executed same voluntarily.

Given under my hand and official seal this ____ day of _____, 20__.

NOTARY PUBLIC
My Commission expires: _____

STATE OF ALABAMA) (For Use if Licensee is Individual)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public duly commissioned in and for the County and State aforesaid, hereby certify that _____ whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she executed same voluntarily.

Given under my hand and official seal this ____ day of _____, 20__.

NOTARY PUBLIC
My Commission expires: _____

STATE OF ALABAMA) (For Use if Licensee is Entity)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public duly commissioned in and for the County and State aforesaid, hereby certify that Tom Hensdale, _____ whose name as _____ of TJB LLC, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she as such officer and with full authority, executed same voluntarily for and as the set of said entity.

Given under my hand and official seal this 5th day of Aug., 2018

NOTARY PUBLIC
My Commission expires: 3-3-20



5

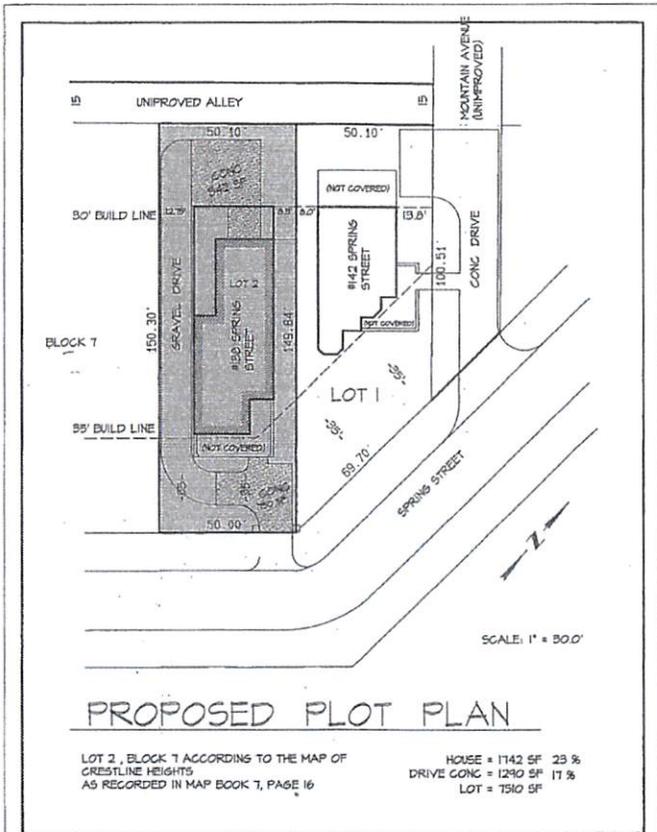
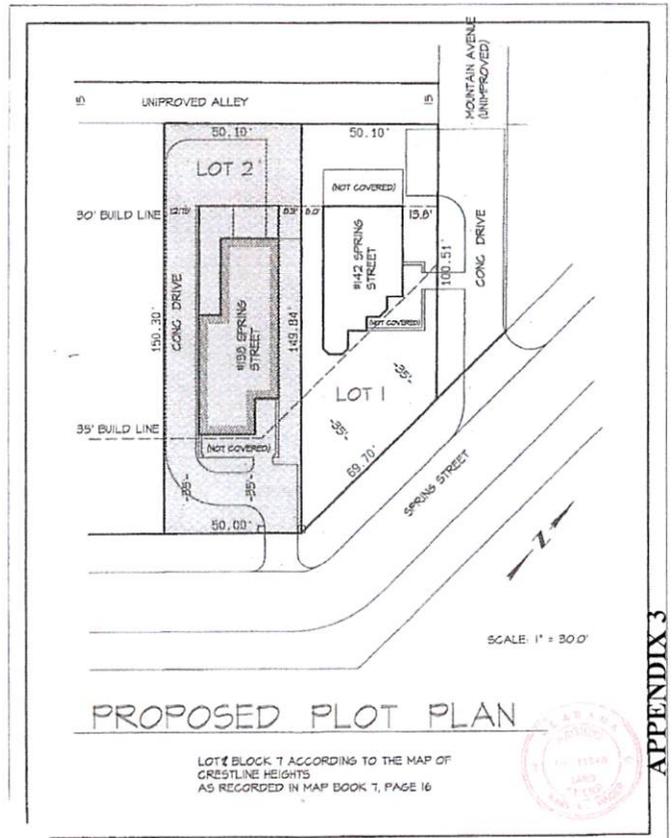
Aug 2014

EXHIBIT A - DEPICTION OF ENCROACHMENT AREA

See attached.



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11/14/2018

CITY OF MOUNTAIN BROOK - FILE: COMMISSION REQUEST FOR USE OF CITY STREET FOR DRIVEWAY: 138, 142 SPRING STREET



Steve Boone <boones@mtnbrook.org>

Re: Contest of Request for Use of City Street for Driveway/ 138, 142 Spring Street

1 message
david allen <rda@gloorstrickland.com> Tue, Nov 20, 2018 at 9:32 AM
To: boones@mtnbrook.org

Thank you, Steven, for your assistance. Please confirm receipt of my previous email so that I know it will make it into the packet by the deadline. Also I wanted to ask that you list my mobile phone number as my primary contact, 205-222-3837.

On Tue, Nov 20, 2018 at 9:16 AM david allen <rda@gloorstrickland.com> wrote:

Mr. Boone:
As requested, I am sending you an e-mail to make a formal request on behalf of all residents of the North end of Spring Street to urge the City Council to postpone consideration of the Builder/ Owner's request for use of city property for a driveway.

I have also attached below an e-mail string between Glen Merchant and the residents. However, we have been in constant contact with the City since construction commenced.

My family has been a resident at 134 Spring Street since 2005.

First, I refer the Council to City Officials, including the City Magistrate, for more information about the Builder/ Owner flaunting building regulations, fines being assessed for violation of environmental regulations, trespassing, causing unsafe traffic conditions which rises to nuisance level, and breaching the peace by working until 11 pm. As of 11/16/18, the City suspended the building permits for this property due to repeated violations.

The Builder/ Owner is attempting this building project as an investment only and has shown no respect for the residents. In many cases, I know that the City Council/ Planning Commission has been reluctant to consider requests for variances/ special use until an owner/ occupant is identified. We believe this is such a case.

The Builder/Owner has basically ignored the City's warnings and now faces a joint complaint by Mr. Merchant and the Spring Street Residents to the City Magistrate to determine further penalties and fines against this Builder.

Although, you may speak to any resident of the North End of Spring Street, Bruce Barze, Wilson Hoffield, and I have been most active in addressing the problems.

We respectfully request that the Council investigate the overall situation on the top of Spring Street in detail, and we are available to participate in a tour to fully communicate our concerns. Please note the following:

1. The top of Spring Street is a very unusual area, completely unlike any other in Crestline. The historical development of the property caused very strange, non-conforming lots, with steep slopes and significant rock. We believe that the issues facing the City Council as concerns this property could be problematic for the City and the residents for years to come if not addressed immediately.
2. The right-of-way at issue is platted as an extension of Mountain Avenue. It is not simply an alley right-of-way.
3. The North End of Spring Street is actually not a "street." It was platted as an alley, and appears to be surveyed and developed as an alley only. Currently, cars may not pass each other on this section of the street. We believe the Council should fully investigate this issue to determine if the alley should be developed into a street so as to accommodate the use of the property by the new residential owners and the increased traffic congestion.
4. We are also concerned about the new construction on the other side of the street as it appears the owner plans to significantly build up the grade of the property to meet the foundation. Apparently, the Owner chose not to dig a normal foundation due to the significant rock. A previous owner abandoned plans to build due to the rock situation. The raising of the grade will cause significant issues for the City Right-of-Way, which includes an unstable masonry "cave" which we believe could fall on the street at any time.

Unfortunately, the overall situation is complex and will require significant investigation to safeguard the residents of Spring Street. Therefore, we respectfully request the Council deny and postpone any petition for special use of Rights-of-Way near Spring Street.

Sincerely yours,



Steve Boone <boones@mtbrook.org>

Item #5, City Council Meeting, 11/26/2018

1 message

Virginia Martin <virginiamartin1@bellsouth.net> Mon, Nov 26, 2018 at 1:17 PM
To: hazend@mtbrook.org, Glen Merchant <merchang@mtbrook.org>, boones@mtbrook.org, gastons@mtbrook.org

I, Virginia M. Martin live at 145 Spring Street at the North end on the right. I do not have a problem with 142 Spring Street using the City's right of way, along undeveloped Mountain Avenue, for a driveway and parking pad. Thanks for your consideration of my opinion. Gina Martin

Sent from my iPhone

<https://mail.google.com/mail/u/0/?ui=01587315e18&view=pt&search=el&permthid=trnsd-FK3A161822521343930221697Cmag-FK3A1618225213439...> 1/1

CERTIFICATION

I, Steven Hester, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of an ordinance adopted by the City Council of the City of Mountain Brook, Alabama, at its regular meeting on the 26th day of November, 2018, as same appears in the minutes of the record of said meeting and published by posting copies thereof on the 27th day of November, 2018, at the following public places, which copies remained posted for five (5) days as provided by law:

City Hall, 56 Church Street
Gilbert Pharmacy, 2657 Cahala Road
Ovation Park, 3020 Ovation Road
Cahala River Walk, 1301 Ovation Road

[Signature]
City Clerk

2038

County District Code: A-002
File #: 20181124M Page: 1 of 8
11/29/2018 4:30:22 PM
Jefferson County, AL
City of Mountain Brook, AL 35220
City: 4487474

STATE OF ALABAMA
JEFFERSON COUNTY

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, Lisa G. Jones and Jeffrey P. Gilliam (the owners) of the following described real property, located in Jefferson County, Alabama, with an address of 3748 Rock Brook Lane, 35223, more particularly described on Exhibit "A" and illustrated in the accompanying map entitled Exhibit "B", which are attached hereto and made a part hereof; and

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

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

1. EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS:

- a. The real estate shall not be subdivided into more than three (3) lots, all of which shall be at least three (3) acres in size, and which must conform to the lot standards for the Residence A zoning district.
- b. There shall be no more than one single-family, residential home constructed on each lot.
- c. Subdivisions shall conform to appropriate Residence A zoning district regulations in effect at the time of the subdivision and recording of these protective covenants.
- d. The minimum square footage of heated and cooled area of any residence constructed on the real estate shall be a minimum of 4,500 square feet.
- e. Any home constructed on the real estate shall not exceed two and one-half (2-1/2) stories and must include a private garage for not more than four (4) vehicles.
- f. The exterior of any home constructed on the real estate shall be finished or better materials and shall not include wood, drift, or vinyl siding materials.

2. GENERAL PROVISIONS:

- a. The property owner(s) shall use their best efforts to prevent the development or occurrence of any noxious, unsightly, or unkempt conditions of buildings or grounds on the real estate which shall tend to decrease the beauty of the area.

015 2038

Section 3. Severability: If any part, section, or subdivision of this ordinance shall be held unenforceable or invalid for any reason, such holding shall not be construed to invalidate the remainder of this ordinance. If any part, section, or subdivision of this ordinance or any portions of this ordinance are held unenforceable or invalid for any reason, the ordinance shall nevertheless remain in full force and effect as to the portions of the ordinance which are not so held unenforceable or invalid.

Section 4. Publication: The City Clerk shall file a certified copy of this ordinance as described in Exhibit "A" attached hereto, and a certified copy of this ordinance with the Probate Judge of the county in which the Property is located, and also cause a copy of this ordinance to be published as provided by law.

Section 5. Effective Date: This ordinance shall be effective upon its publication as provided by law and upon restrictive covenants, in a form similar to Exhibit "C" attached hereto, being executed and recorded in the Probate Court of Jefferson County, Alabama, no later than December 7, 2018.

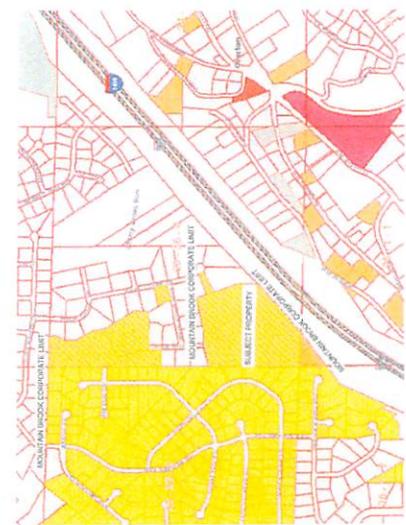
Section 6. Rescinder: All ordinances or parts of ordinances heretofore adopted by the City Council of the City of Mountain Brook, Alabama that are inconsistent with the provisions of this ordinance are hereby expressly repealed.

ADOPTED: This 26th day of November 2018.

APPROVED: *[Signature]*
Council President
[Signature]
Mayor

2038

EXHIBIT B



APPENDIX 4

2038

ORDINANCE NO. RES
3748 Rock Brook Lane, 35223
149-2038

AN ORDINANCE TO AMEND AND REARRANGE THE BOUNDARIES OF THE CITY OF MOUNTAIN BROOK, ALABAMA, SO AS TO INCLUDE WITHIN THE CORPORATE LIMITS THEREOF AN OTHER TERRITORY CONTIGUOUS THERETO

WHEREAS, Lisa G. Jones and Jeffrey P. Gilliam ("Petitioners") have caused to be signed and filed with the City Clerk of the City of Mountain Brook, Alabama, a petition for the incorporation of the territory described in the petition, which territory is located in the State of Alabama (the "City"), stating that the Petitioner is the owner of the hereinafter described property which is contiguous to the city limits of the City and that no part of the Property is within the corporate limits of any other municipality, and asking that the Property be annexed to the City pursuant to § 11-42-21, et seq., Code of Alabama (1975).

WHEREAS, the petition contained an accurate description of the property and the signatures of all the owners of the property or persons with legal authority to act therefor, and the petition was accompanied by a map of the property showing its relationship to the corporate limits of the City; and

WHEREAS, the City Council has determined that the property is contiguous to the City and that no part of the property is within the corporate limits of any other municipality; and

WHEREAS, to include the City to annex the property, the Petitioners have agreed to subject the property to the restrictive covenants, conditions, limitations, and restrictions set forth in Exhibit A attached hereto;

WHEREAS, the City Council has determined that, if the property is made subject to the covenants, it will be in the public interest that the property be annexed to the City;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA, AS FOLLOWS:

Section 1. Annexation of Contiguous Limits: That under the provisions of the Code of Alabama (1975) § 11-42-21, the corporate limits of the City of Mountain Brook, Alabama, be, and the same are hereby, extended to include, in addition to the territory already within the corporate limits of said City, the Property described in Exhibit "A" and illustrated in the accompanying map entitled Exhibit "B", which are attached hereto and made a part hereof, which Property is contiguous to said City of Mountain Brook, Alabama, and not within the corporate limits of any other municipality.

Section 2. Zoning: The zoning of the Property described in Exhibit "A" attached hereto will be temporarily assigned to the zoning district set forth in City of Mountain Brook Ordinance No. 13-47.

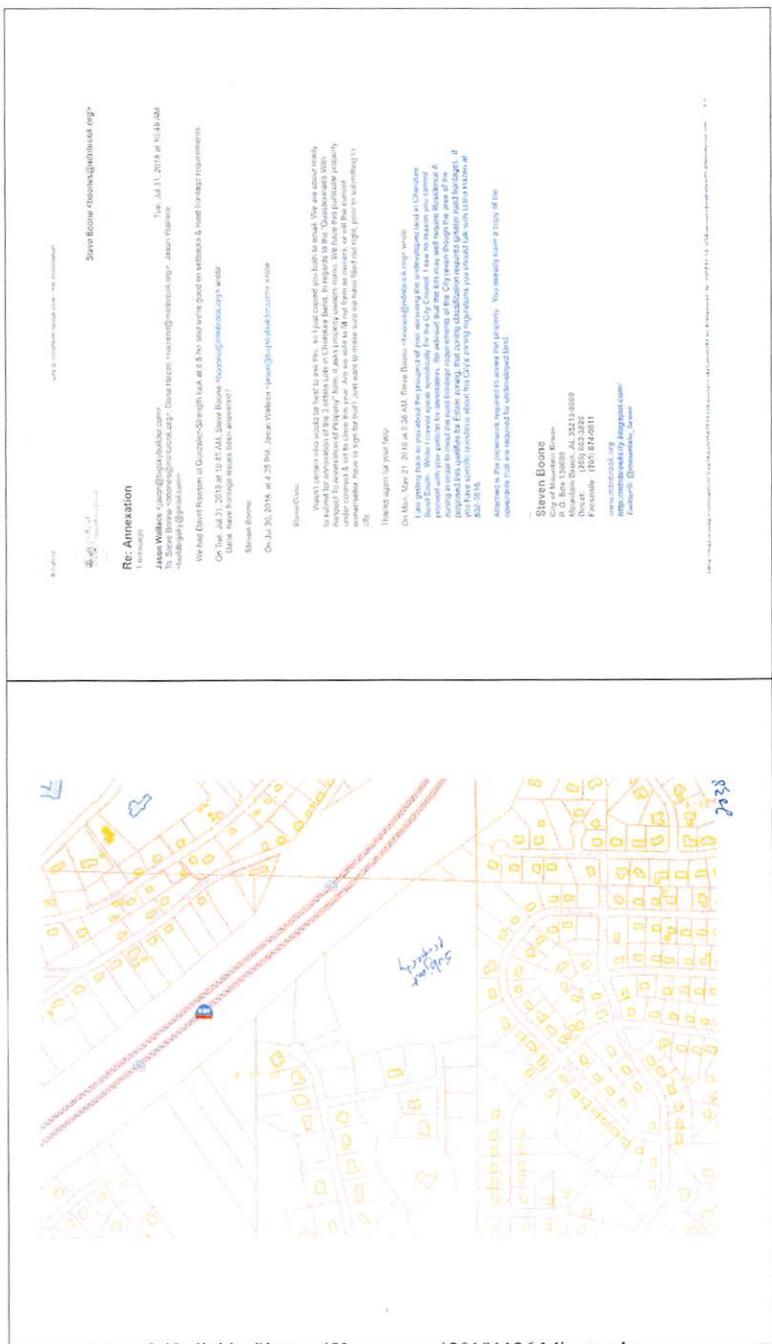
2038

EXHIBIT A

STATE OF ALABAMA
COUNTY OF JEFFERSON
Know all men by these presents, that Lisa G. Jones and Jeffrey P. Gilliam, the undersigned, do hereby certify that the following described real property, located in Jefferson County, Alabama, with an address of 3748 Rock Brook Lane, 35223, more particularly described on Exhibit "A" and illustrated in the accompanying map entitled Exhibit "B", which are attached hereto and made a part hereof, and which Property is contiguous to said City of Mountain Brook, Alabama, and not within the corporate limits of any other municipality.



2038



[This page is blank intentionally.]