

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
MARCH 25, 2024**

[As a convenience, members of the public were invited to listen and observe in the public meeting by Internet video conference.]

The City Council of the City of Mountain Brook, Alabama met informally in-person at 6:30 p.m. on the 25th day of March, 2024 (others were allowed to listen to the meeting by way of Internet video conference). Council President Virginia Smith called the pre-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
Lloyd C. Shelton
Gerald A. Garner

Absent: Graham L. Smith
Stewart Welch III, Mayor

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

1. AGENDA

1. Jemison Park Safety Concern

Tommy Luckie-Resident

- Jemison Park is a high traffic area and there have been problems with speeding and bicycles
- Wants to ensure the City is doing everything possible to keep it a safe environment

Virginia Smith-Council President

- The “no bicycle” signs were removed due to construction but will be added back
- There has been a request for a sign asking motorist to share the road with bicyclists

2. Woodclift Park sign

Shanda Williams-Parks and Recreation Superintendent

- The Park Board wanted to update park signs and a committee was formed
- The committee developed a hierarchy of signs that needed to be updated
- First proposed sign to be updated: Woodclift Park sign

Virginia Smith-Council President

- Item added to the formal agenda (Resolution 2024-056)

3. Street light request for Old Brook Run

Sam Gaston-City Manager

- A request was received for a street light on Old Brook run
- All three property owners that the light affects are in favor of the street light

Virginia Smith-Council President

- Item added to the formal agenda (Resolution 2024-055)
4. Deeds for two ROW donations for the Montclair Road Sidewalk Project

Sam Gaston-City Manager

- Received 1 ROW deed, the other one will be available later
- Would like to approve both (subject to legal review)

Virginia Smith-Council President

- Item added to the formal agenda (Resolution 2024-057)

5. Review of the other matters to be considered at the formal (7:00p.m.) meeting

2. ADJOURNMENT

There being no further matters for discussion Council President Virginia Smith adjourned the pre-meeting at approximately 6:54 pm.

3. CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct synopsis of the discussion from the regular session of the City Council of the City of Mountain Brook, Alabama held at City Hall, Pre-Council Room (A-106) on March 25, 2024, 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, Approved by
City Council April 8, 2024

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK
MARCH 25, 2024**

[As a convenience, members of the public were invited to listen and observe in the public meeting by Internet video conference.]

The City Council of the City of Mountain Brook, Alabama met in person at 7:00 p.m. on the 25th day of March, 2024 (others were allowed to listen to the meeting by way of Internet video conference). Council President Virginia Smith 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
Lloyd C. Shelton
Gerald A. Garner
- Absent: Graham L. Smith
Stewart Welch III, Mayor

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

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

1. CONSENT AGENDA

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

Approval of the minutes of the March 11, 2024, regular meeting of the City Council

- | | | |
|-----------------|--|-----------------------|
| 2024-052 | Execute an Agreement for Fire Protection and EMS Services with Shades Parkway LLC | Exhibit 1, Appendix 1 |
| 2024-053 | Accept the proposal with Brasher Design Studio for the Overton Park Design Proposal | Exhibit 2, Appendix 2 |
| 2024-054 | Ratify the disposal of certain surplus property (1FMFU16L04LA80826) and its conveyance to Travelers Insurance | Exhibit 3 |
| 2024-055 | Install on 53 watt LED, 4000K, gray 5,000 to 7,200 lumens street light on an existing APCO pole on Old Brook Run | Exhibit 4, Appendix 3 |
| 2024-056 | Approve the design submitted by Brasher Design Studio with respect to the Woodcliff Park Sign | Exhibit 5, Appendix 4 |
| 2024-057 | Authorize the acquisition of two parcels of land with respect to the Montclair Road sidewalk project | Exhibit 6, Appendix 5 |

Thereupon, the foregoing minutes and resolutions (Nos. 2024-052 through 2024-057), were introduced by Council President Virginia Smith and a motion for their immediate adoption made by Council Member Shelton. The minutes and resolutions were then considered by the City Council. Council President Virginia Smith 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
William S. Pritchard III
Lloyd C. Shelton
Gerald A. Garner

Nays: None

Abstained: None

Council President Virginia Smith thereupon declared that said minutes and resolutions (Nos. 2024-52 through 2024-057) were adopted by a vote of 4—0 and as evidence thereof he signed the same.

2. CONSIDERATION OF ORDINANCE (NO. 2158) AMENDING ARTICLE XXV OF THE CITY CODE OF MOUNTAIN BROOK (EXHIBIT 7)

Council President Virginia Smith introduced the ordinance in writing. It was then moved by Council President Pro Tempore Pritchard 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 Member Garner and was unanimously carried, as follows:

Ayes: Virginia C. Smith
William S. ("Billy") Pritchard III
Lloyd C. Shelton
Gerald A. Garner

Nays: None

Council President Virginia Smith declared the motion carried by a vote of 4-0.

After said ordinance had been considered in full by the Council, Council President Pro Tempore Pritchard then moved for the adoption of said ordinance. The motion was seconded by Council Member Garner. Thereupon, Council President Virginia Smith called for vote with the following results:

Ayes: Virginia C. Smith
William S. ("Billy") Pritchard III
Lloyd C. Shelton
Gerald A. Garner

Nays: None

Council President Virginia Smith declared that the ordinance (No. 2157) is hereby adopted by a vote of 4—0 and, as evidence thereof, she signed the same.

3. CONSIDERATION OF ORDINANCE (NO. 2157) AMENDING ARTICLE XVI OF THE CITY CODE OF MOUNTAIN BROOK (EXHIBIT 8)

Council President Virginia Smith introduced the ordinance in writing. 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 Member Garner and was unanimously carried, as follows:

Ayes: Virginia C. Smith
 William S. ("Billy") Pritchard III
 Lloyd C. Shelton
 Gerald A. Garner

Nays: None

Council President Virginia Smith declared the motion carried by a vote of 4-0.

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

Ayes: Virginia C. Smith
 William S. ("Billy") Pritchard III
 Lloyd C. Shelton
 Gerald A. Garner

Nays: None

Council President Virginia Smith declared that the ordinance (No. 2158) is hereby adopted by a vote of 4—0 and, as evidence thereof, she signed the same.

4. COMMENTS FROM RESIDENCES AND ATTENDEES

(There were no public comments)

5. ANNOUNCEMENT

Council President Virginia Smith announced the next regular meeting of the City Council is April 8, 2024, 7:00p.m.

6. ADJOURNMENT

There being no further matters for discussion Council President Virginia Smith adjourned the formal meeting at approximately 7:03 pm.

7. CERTIFICATION

I, Heather Richards, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the regular meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Council Chamber (Room A-108) on March 25, 2024, 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 Approved by
City Council April 8, 2024

EXHIBIT 1

RESOLUTION NO. 2024-052

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that either the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to execute an Agreement for Fire Protection and EMS Services between the City and Shades Parkway, LLC, in the form as attached hereto as Exhibit A

APPENDIX 1

EXHIBIT 2

RESOLUTION NO. 2024-053

BE IT RESOLVED by the City Council of the City of Mountain Brook that the City Council hereby accepts the proposal submitted by Brasher Design Studio, in the form as attached hereto as Exhibit A, with respect to the Overton Park Design Proposal.

APPENDIX 2

EXHIBIT 3

RESOLUTION NO. 2024-054

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:

Section 1. 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:

Description	Vehicle Identification Number	Asset ID
2004 Ford Exp., ~75,524 miles	1FMFU16L04LA80826	13047

Section 2. That the City Manager, or his designated representative, is hereby authorized and directed to convey the aforementioned vehicle to Travelers Insurance.

EXHIBIT 4

RESOLUTION NO. 2024-055

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) 53 watt LED area, 4000K, gray – 5,000 to 7,200 lumens street light on an existing APCO pole on Old Brook Run (Service Address 0 Streetlights, Unreg Nesc Lights, Birmingham, AL 35213) as more fully described in Exhibit A attached hereto (Lighting Services NESC Lease Agreement).
2. That the Mayor or 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.

APPENDIX 3

EXHIBIT 5

RESOLUTION NO. 2024-056

BE IT RESOLVED by the City Council of the City of Mountain Brook that the City Council hereby approving the designs submitted by Brasher Design Studio, in the form as attached hereto as Exhibit A, with respect to the Woodclift Park Sign.

APPENDIX 4

EXHIBIT 6

RESOLUTION NO. 2024-057

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the acquisition of two (2) parcels of land, as more fully described in the exhibits attached hereto, with respect to the Montclair Road sidewalk project subject to review and approval as to form by the City Attorney.

APPENDIX 5

EXHIBIT 7

ORDINANCE NO. 2157

BE IT ORDAINED by the City Council of the City of Mountain Brook, Alabama, that Article X of the City Code is hereby amended to as follows:

Section 1.

“ARTICLE XVI. – Planned Unit Development (PUD)

Sec. 129-266. – Additional requirements and provisions.

(c) Failure to begin construction. Construction of the approved development must begin within two years from the date of the approval of the master development plan by the city council unless a different period is established by the City Council as part of its approval of the application. Any approved changes in the plan shall not extend the time at which said one two-year period begins to run unless otherwise specified by the City Council as part of approval of such changes. The city council may, no sooner than 60 days prior to the end of said two-year period, upon the written request of the applicant, extend such two-year period for a period to be determined by the City Council if, in the judgment of the City Council, such additional time is warranted. In any event, the construction of the PUD must be started within two years or for other such time as is otherwise specified by the City Council, of the approval of the master development plan by the City Council and must be completed within the period of time determined by the City Council for each PUD (the "Completion Period"), subject to extension by the City Council, as provided hereinafter. If the City Council extends the date by which construction of the PUD must be started, it may, but it shall not be obligated to, extend the Completion Period for the PUD by a period of time which may be less, but may not be greater, than the length of time by which the commencement date was extended. Failure to begin the development of the PUD within said two-year period, or the period as extended, or to complete the development within the Completion Period, or the extended Completion Period, shall automatically void the master development plan, and the zoning classification shall automatically revert to the zoning classification in effect for such parcel prior to its being rezoned a Planned Unit Development District. For purposes of this subsection, construction of the approved development shall be considered to have begun on the date that construction work has commenced after the issuance of and pursuant to relevant permits.

No building permit shall then be issued (except a permit for a building which would be in compliance with such prior zoning classification) until a new master development plan has been resubmitted and approved in accordance with the procedures set forth in this article for an initial submission and approval. The development of a PUD shall be considered to be complete when the land has been resurveyed or subdivided in accordance with the subdivision regulations of the city (if such resurvey or subdivision is required), the subdivision plat has been recorded in the office of the Judge of Probate of Jefferson County, Alabama, the installation of all utilities which are to be used in the PUD has been completed (except for service lines to individual dwelling units), all required streets (public or private), curbs, gutters and sidewalks have been installed in the PUD and the final coat of paving has been placed on all streets in the PUD.

(d) Development in phases. If a PUD is to be constructed in stages, the construction of the first stage must begin within two years from the date of the approval of the master development plan by the city council, and each additional stage must begin no later than the construction commencement date for each such stage as provided for in the development schedule approved by the city council. In all cases, progress towards completion of the development should proceed in accordance with said development schedule. Failure to comply with this provision shall constitute a deviation from the master development plan, and the provisions and procedures of this section shall apply accordingly. For purposes of this subsection, construction of the first stage shall be considered to have begun on the date that construction work has commenced after the issuance of and pursuant to relevant permits.

(e) When the PUD application is filed, a processing fee, as provided for in section 19-471(c), must be paid to the zoning officer, and the applicant shall provide the city with a digital copy of the preliminary plan and attendant documents and information. During the time the preliminary plan is

under consideration by the planning commission, the applicant shall furnish the zoning officer with a digital copy of any revisions of the preliminary plan. During the time the preliminary plan or the master development plan is under consideration by the city council, the applicant shall furnish the zoning officer with a digital copy of any revisions of the preliminary plan or the master development plan.”

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

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

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

At the aforesaid time and place, all interested parties will be heard in relation to the changes proposed by said ordinance.

EXHIBIT 8

ORDINANCE NO. 2158

BE IT ORDAINED by the City Council of the City of Mountain Brook, Alabama, that Article X of the City Code is hereby amended to as follows:

Section 1.

“ARTICLE XXV. – Amendments

Sec. 129-432. – Petitions for rezoning.

The owner of any parcel, or an authorized representative of such owner, may present a request for rezoning of such parcel by filing an application for rezoning and a preliminary site plan of such parcel with the zoning officer. Materials and/or information in addition to that provided for by the application may be required with respect to requests for changes to certain zoning classifications, as set forth in this chapter. Such additional materials or information must be filed with the application, or, if some or all of such additional materials are requested by the zoning officer or the planning commission after the application has been filed, such materials must be filed with the zoning officer within a reasonable time after such request, to enable the members of the planning commission to review the materials prior to the public hearing to be held by the planning commission.

Sec. 129-435. Amendment procedure.

After an application for rezoning has been determined to contain all of the required materials and information, the application will be submitted to the planning commission for consideration. The planning commission will hold a public hearing, after giving notice, as permitted by applicable law, of its consideration of the rezoning application. Following the public hearing, the zoning officer shall forward to the city council the planning commission’s recommendation with respect to the proposed rezoning. After receiving the planning commission’s recommendation from the zoning officer, the city

council shall also give notice as permitted by applicable law and hold a public hearing to consider the proposed rezoning, after which the city council will take action on the proposed amendment.
Sec. 129-436. Time limit.

(a) If the city council denies an application for an amendment to this chapter, another application for the same amendment to this chapter ("subsequent application") shall not be considered by the planning commission or the city council until six (6) months have elapsed from the date on which the application was denied by the city council. If the application is withdrawn by the applicant prior to the city council making a decision with respect to such application, but after the planning commission made a recommendation to the city council with respect to such application, another application for the same amendment to this chapter may be made to the planning commission at any time.

Notwithstanding the foregoing, within less than six (6) months from the date on which an application for an amendment to this chapter was denied by the city, the city council, by a resolution adopted by its members, may request the planning commission to make a recommendation to the city council with respect to, a subsequent application and, after receiving such recommendation from the planning commission, consider the subsequent application.

(b) If the city council denies an application for a change in the zoning classification of a parcel, another application for the same change in the zoning classification of the parcel or any part of such parcel shall not be considered by the planning commission or the city council until six (6) months have elapsed from the date on which the application is denied by the city council or, if the application is withdrawn by the applicant prior to the city council making a decision with respect to such application, but after the planning commission made a recommendation to the city council with respect to such application, until six (6) months have elapsed from the date on which the planning commission made its recommendation.

(c) Notwithstanding the provisions of subsection (b) above, if the decision of the city council to grant an application for a change in the zoning classification of a parcel is challenged in the Jefferson County Circuit Court ("circuit court") and if the final judicial determination is that such application will not be granted, regardless of whether such decision is made by the circuit court or by an appellate court to which the decision of the circuit court is appealed, another application for the same change in the zoning classification of the parcel or any part of such parcel shall not be considered by the planning commission or the city council until one year has elapsed from: (i) the date on which the decision or order of the court, whether it be the circuit court or an appellate court, is final and the time for appeal, or further appeal, has expired; or (ii) the date on which such legal proceeding is dismissed if it is dismissed prior to a final judicial determination being made with respect to such application.

(d) Notwithstanding the provisions of subsection (b) above, if the decision of the city council to deny an application for a change in the zoning classification of a parcel is challenged in the circuit court and if the final judicial determination is that such application will not be granted, regardless of whether such decision is made by the circuit court or by an appellate court to which the decision of the circuit court is appealed, another application for the same change in the zoning classification of the parcel, or any part of such parcel, shall not be considered by the planning commission or the city council until five years have elapsed from: (i) the date on which the decision or order of the court, whether it be the circuit court or an appellate court, is final and the time for appeal, or further appeal, has expired; or (ii) the date on which such legal proceeding is dismissed if it is dismissed prior to a final judicial determination being made with respect to such application.

(e) Notwithstanding the provisions of subsections (b), (c) and (d) above, the city council may consider an application for a proposed change in the zoning classification of a parcel, or any part of the parcel, which, under subsection (b), subsection (c) or subsection (d) above was not to have been considered within the respective six (6) month period referred to in said subsections (b), within the one year period referred to in subsection (c), or within the five year period referred to in subsection

(d), after receiving from the planning commission a recommendation with respect to such proposed rezoning of the parcel; provided, that prior to the consideration of the proposed change in the zoning classification of such parcel, or any part of such parcel, by the planning commission: (i) the city council determines that, because of reasons which would be proper for the city council to consider with respect to the proposed change in the zoning classification of the parcel, or such part of the parcel, it would be appropriate for the city council to consider changing the zoning classification of the parcel, or such part of the parcel, at such time; and (ii) the city council adopts a resolution providing that it has made such determination.

(f) If an application for a change in the zoning classification of a parcel is filed with the zoning officer and: (i) at any time prior to the city council's consideration of the application at a meeting of the city council, the city council determines that the application is one which, under subsection (d) above, is not to be considered by the planning commission or the city council until the expiration of the one year period referred to in said subsection (d); (ii) the city council does not make the determination and adopt the resolution referred to in subsection (e) above; and (iii) one year has elapsed from the date on which the decision or order of the court referred to in subsection (d) above is final and time for appeal, or further appeal, has expired or one year has elapsed from the date on which the legal proceeding referred to in subsection (d) above is dismissed if it is dismissed prior to a final judicial determination being made with respect to the application which was the basis for such legal proceeding, the city council may, by a resolution adopted by its members, agree to consider the application on the conditions that the applicant agree in writing that: (i) if the city council denies the application to change the zoning classification of the parcel and the applicant challenges such decision of the city council in the circuit court, the applicant shall be obligated to reimburse the city for the costs incurred by the city in defending such challenge (including, without limitation, attorneys' fees, court costs and fees and expenses of expert witnesses) (collectively, "costs") if the final court order with respect to such decision of the city council, whether it be the order of the circuit court or a decision of an appellate court, shall uphold the city council's decision to deny the application to change the zoning classification of the parcel; and (ii) that the applicant post a bond in an amount which the city council determines will be sufficient to reimburse the city for the costs ("bond"). "

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

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

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

AGREEMENT FOR FIRE PROTECTION & EMS SERVICES

This Agreement for Fire Protection & EMS Services (the "Agreement") is made and entered between the City of Mountain Brook, an Alabama municipal corporation (the "City"), and Shades Parkway LLC (the "Owner") effective as of the date last signed below by a party (the "Effective Date"). The City and Owner may be individually referenced herein as a "Party" or collectively as "Parties".

WHEREAS, Owner owns commercial facilities located in Jefferson County, Alabama at 813 Shades Creek Parkway, which location is within the police jurisdiction of the City but not in its municipal limits (the "Premises");

WHEREAS, Owner has requested that the City provide fire protection services for the Premises and emergency medical services to the occupants of improvements thereon (collectively, the "Services");

WHEREAS, § 11-43-142 of the Code of Alabama (1975) provides that the governing body of a municipality may enter a contract with a business that is beyond its corporate limits to render aid in case of fire or respond to a call for fire protection beyond those limits on such terms as that municipal body and that business may agree; and

WHEREAS, the City has agreed to provide the requested Services pursuant to the terms and conditions contained in this Agreement, and Owner agrees to accept and receive those Services on those terms and conditions.

WITNESSETH

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

- 1. Scope of Services. The City agrees to provide the Services described herein during the Term of this Agreement.
2. Term. This Agreement (and the period in which the City will provide Services hereunder) will commence on January 1, 2024 and continue in effect until December 31, 2024 (the "Initial Term").

Notwithstanding, this Agreement may terminate before it expires if either of the following occur;

- (a) Either Party may terminate this Agreement at any time during the Term by giving the other at least ninety (90) days prior written notice of termination.
(b) If either Party fails to perform a material obligation owed to the other herein (a "Breach"), the Party not in default may terminate the Agreement effective fifteen (15)

shall furnish the City's Fire Marshal with any building, architectural or other plans for Owner Changes (hereinafter collectively "Building Plans") that, to be implemented, require the issuance of a building permit in the jurisdiction in which the Premises are located.

- 5. Exclusions from Scope of Services. Owner agrees, understands, and acknowledges that, with respect to fire protection, the City's Services and operations are limited to rendering aid in case of a fire beyond its municipal limits.
6. Claims. Owner acknowledges that, because the Premises are located outside the City's limits, the City is not obligated to provide the Services.
(a) For purposes of this Agreement, a "Claim(s)" means any demand, cause, action, litigation, or claim of any type (including a third party claim, demand for contribution, cross claim, action for common law or contractual indemnification or claim made by way of subrogation) that is asserted against the City, the City Fire Representatives, any of its other employees, or its officials (collectively hereinafter the "City & Its Representatives") by the Owner, by its employees or officials, by any insurer who Owner has retained and asserts a Claim by way of subrogation to recoup losses or damage they pay or expend with respect to the buildings, improvements, or contents at the Premises, or by any person or entity who is not a Party to this Agreement (all claimants other than the Owner being collectively referenced hereinafter as "Third Parties") who claim loss, injury, or damage (including those for bodily injury, sickness, disease or death, those for destruction, or loss of use of tangible property, or those for financial loss or any type) that arises from or relates to the performance of Services, operations by the City & Its Representatives hereunder, or this Agreement.
(b) Indemnification by Owner. Owner, for itself and on behalf of any of its affiliates or associated entities, successor and assigns, agrees to defend, indemnify, and hold harmless the City & Its Representatives from any judgments, damages, losses, and expenses (including, but not limited to, attorneys' fees, expert fees, court costs and other litigation

days after furnishing written notice of that Breach to the defaulting Party if it fails to take remedial action to cure the subject Breach within that cure period.

- 3. Service Fees. Owner shall pay the City the following fees for Services (the "Service Fee") to be provided during the Term:
2024 - \$8,000
2025 - \$8,300
2026 - \$8,500

Payment for Services to be performed during the Initial Term is due and payable no later than two (2) day following the Effective Date. The fee for Services to be performed during 2022 is due no later than January 1, 2022, and the fee for 2023 is due on or before January 1, 2023.

- 4. Contemplated Operations. The City will perform the following operations to render aid in case of fire at the Premises and perform emergency medical services:
(a) Subject to the provision immediately following, the City will dispatch representatives of its Fire Department (hereinafter "City Fire Representatives") to the Premises in response to emergency calls for Services at that location. Notwithstanding, Owner understands and agrees that, in the event the City receives multiple calls for fire and emergency medical services during a given period and its resources to respond and provide those services must be allocated, the City may afford priority in responding and providing services to buildings, structures and locations within the City limits before it responds to or provides Services for the Premises.
(b) The Parties agree that reasonable actions should be taken to protect the health and safety of City Fire Representatives who are dispatched to the Premises on emergency calls for Services. To that end, Owner agrees as follows:
(i) City Fire Representatives may but are not obligated to visit the Premises throughout the Term for the sole purpose of determining whether the conditions there are appropriate and typical to those that they expect to encounter when entering commercial buildings in the City. If during any such visit a City Fire Representative observes a condition(s) on the Premises that they conclude might constitute a life safety hazard for them, a City Representative will report that condition to the Owner's building manager and request that Owner take remedial action to abate that hazard within a designated period. If the Owner fails or is unable to take remedial action within that period, Owner agrees that the City may terminate this Agreement; and
(ii) During the Term Owner may improve, renovate, modify, or otherwise change conditions at the Premises (collectively hereinafter "Owner Changes"), but those Changes may not be known by City Fire Representatives or have been disclosed to them. To apprise City Fire Representatives of potential life safety hazards associated with Owner Changes, during the Term the Owner's building manager

costs) that they incur with respect to Claims asserted against any of them by Third Parties. The scope of this obligation includes the responsibility to indemnify the City & Its Representatives from Claims that are allegedly caused in whole or part by their negligent acts, omissions, or other misconduct; provided nothing herein obligates the Owner to indemnify the City & Its Representatives for Claims by Third Parties that are directly caused by their gross negligence or wanton misconduct.

- (c) Limitation of Damages & Release of Claims by Owner. If the City fails to perform or negligently performs the Services or otherwise breaches its obligations hereunder in any manner (a "City Breach"), the following understandings apply with respect to any Claim that Owner might make hereunder against the City & Its Representatives:
(i) Exclusive Remedy/Maximum Amount Recoverable. The sole and exclusive remedy that Owner may exercise in the event of a City Breach is limited to a Claim against the City in which the maximum amount of damages is limited to the lesser of the following: (1) the direct damages that Owner proves are caused by the Breach; or (2) the amount of the Service Fee prepaid by the Owner for the period of the Agreement in which the City Breach occurs. Excepting recovery of the above maximum amount of damages from the City, Owner, for itself and on behalf of any of its affiliates or associated entities, successor and assigns, waives, and releases the City & Its Representatives from any Claim for a City Breach or recovery of damages from any of them.
(ii) Exclusion of Consequential Damages. In no event may Owner recover from the City & Its Representatives any special, incidental, consequential, punitive, or any other indirect damages of any description (including, without limitation, damages for lost profits, lost advantage, lost opportunity, loss of revenues or use of the Premises, or for increased cost of operations) arising from a City Breach.

Owner acknowledges that the above indemnification, limitation of damages, release and exclusion provisions are a material inducement for the City to perform the Services, and that the City would not have entered the Agreement without their inclusion.

- (d) Notwithstanding any provision in this Agreement, in no event shall the City have any liability for claims with respect to the Services or this Agreement that are greater than the limitations that are imposed in Ala. Code §11-93-2 (1975), as now in effect or may be modified.
7. Immigration Law Compliance. Owner represents and warrants to the City that, with respect to its operations in Alabama: (i) it does not knowingly employ, hire for employment, or continue to employ in Alabama an "unauthorized alien," as defined by the Beason-Hanmon 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 and provide documentation establishing that enrollment, and shall verify every employee in Alabama that is required to be verified according to the applicable regulations; and (iii) by signing this Agreement, it affirms, for the duration of the

APPENDIX 1

Agreement, 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 Owner 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.

8. **Prior Agreement.** As of December 31, 2023, the Prior Agreement will terminate and the respective obligations of the Parties thereunder are extinguished.

9. **Miscellaneous.**

- (a) This Agreement may be executed in counterparts, a complete set of which together shall constitute an original and in duplicates, each of which shall constitute an original. Copies of this Agreement showing the signatures of the respective Parties, whether produced by photographic, digital, computer, or other reproduction, may be used for all purposes as originals.
- (b) This Agreement may not be amended or modified, and none of its provisions or the rights of either Party can be waived by their conduct or failure to exercise their rights hereunder in the event of a default, except by a subsequent writing executed by duly authorized representatives of each Party.
- (c) This Agreement expresses the entire agreement and all understandings between the parties concerning the subject matters herein. All statements, representations, understandings, and agreements heretofore made concerning the subject matters herein are merged into this Agreement, and unless those understandings or agreements are expressed herein, they are void and of no force and effect.
- (d) If the meaning of any provision herein is disputed or claimed to be ambiguous, no presumption shall be drawn that either Party drafted that provision(s).
- (e) The City and Owner are independent contractors. Nothing herein shall be deemed or construed to create an employer-employee relationship, principal-agent relationship, or relationship between them other than that of independent contractors.
- (f) Neither Party may assign this Agreement or their rights or benefits under it or subcontract their respective obligations hereunder to a third party without the written approval of the other Party.
- (g) This Agreement is made only for the benefit of the City and the Owner. It is not intended, nor shall it be construed, to grant or bestow any benefit, right or privilege to any third party.


(Signature Page Follows)

In witness whereof, the Parties have caused this Agreement to be executed by their respective undersigned, duly authorized representatives on the date(s) indicated below.

Witness

Heather Richards, City Clerk

City of Mountain Brook Alabama (City)

By: 
Its: Council President
Date: 3/25/2024

Witness

Its: _____

Shades Parkway LLC (Owner)
By: _____
Its: _____
Date: _____

APPENDIX 1

To: City Council 212

From: Shanda Williams, Park and Recreation Board

Date: March 20, 2024

Subject: Overton Park Design Proposal

On behalf of the Park and Recreation Board, I would like to request that the city council approve the attached proposal with Brasher Design Studio in the amount of \$6,500 to begin planning improvements for Overton Park.

There are several aspects of Overton Park that need to be improved or updated. There are areas that are overused and some that could be better utilized. We have made some minor improvements over the years, but there are some larger issues that need to be addressed.

One of the major ones is improving the playground area. Most of the playground equipment is older and we have to repair pieces regularly. A few newer pieces have been added within the last seven to ten years in an attempt to be more accessible and inclusive, but overall, it needs to be better. The Park Board would like to update the whole playground and make it completely accessible for all children.

Since Fire Station 2 will be moving in a couple of years, the Park Board would like to explore options for using the existing property to expand and improve Overton Park. Since we have been unable to create more green spaces, our goal has been to maximize the use of the spaces we have. We have done a great job of that at the Athletic Complex, the Junior High, and at Jemison Park. Overton Park has been one of our most loved parks and there is definitely potential to make it better and appeal to more user groups.

I have money budgeted for these design fees, but had originally intended to use it on the lower soccer fields. After talking with various school personnel, including the Athletic Director, I'm not sure they are ready to move forward with plans in that area with us at this time. The Park Board feels like Overton Park improvements will benefit more people and they are ready to start working on it now.

If we are unable to locate the surveys done when the park was last renovated, we may need to pay to have that redone and that is not budgeted. It is estimated to cost \$10,500. Would the city council be willing to approve that added expense if it is needed to start this endeavor?

March 7, 2024

REFERENCE: PROPOSAL FOR LANDSCAPE ARCHITECTURE DESIGN SERVICES

PROJECT: OVERTON PARK MASTER PLAN
MOUNTAIN BROOK, ALABAMA

Brasher Design Studio, LLC is pleased to submit a proposal for the design of a Conceptual Master Plan for Overton Park. It would be a pleasure to assist the city of Mountain Brook with a design for such an important project.

Please find below the understanding of the project scope.

SCOPE OF SERVICES

Using aerial images and/or a topographical survey we will create a base plan drawing showing existing conditions for analysis and design. The level of detail and accuracy of the plan will be dependent on the quality and information provided on the aerial image and/or survey. A survey is not required for a conceptual master plan, but it would ensure the accuracy of the design in the early stages. We will provide a Conceptual Master Plan for improvements to Overton Park, including the Fire Station 2 property. The Master Plan will attempt to reimagine Overton Park with big-picture ideas with careful consideration made to preserve important existing site features and significant shade trees. Potential improvements that may be considered, but not limited to, are: more dynamic play and learning opportunities, programming for all ages, additional shade, inclusive playground, an additional pavilion, nature play, improving pedestrian circulation around the park and play areas, new programming for the fire station property, parking, sports courts, splash pad, gathering areas, landscaping, etc. We want to design an inclusive community gathering place that engages and excites. The park will strive to be a space that fosters relationships between people of all abilities and developmental stages and provides a community gathering place where citizens can safely play, interact, and socialize.

Option A - Basic - \$6,500

- Develop ONE Conceptual Master Plan Rendering with character images.
- This plan includes revisions to develop ONE Final Master Plan Rendering, character images, and ONE Final Cost Estimate.

PO Box 530307
Mountain Brook, AL 35253

(e) dale@brasherdesignstudio.com

(p) 205.495.5433

APPENDIX

Option B - Moderate - \$9,000

- Develop TWO Conceptual Master Plan Renderings with character images for review.
- This plan includes selecting the best concept to move forward with and revisions to that concept to develop ONE Final Conceptual Master Plan Rendering, character images, and ONE Final Cost Estimate.

Option C - Comprehensive - \$16,000

- Develop an online community survey questionnaire for community input.
- Create a survey report showing community survey results.
- Develop THREE Conceptual Master Plans with character images for each for review.
- This plan includes the selection of the best concept to move forward with, two review processes with revisions to that concept, and the development and delivery of ONE Final Conceptual Master Plan Rendering, character images, and ONE Final Cost Estimate.
- ONE Birdseye Perspective Rendering. Owner to choose location and view.

The below illustrates the process by which the design will be completed. The Tasks will differ based on what option (A, B or C) from above is chosen.

Conceptual Master Plan

Task 1. Existing Conditions and Site Analysis

- Develop a project base plan with aerial photography and/or survey
- Review and assessment of site usage
- Inventory and condition assessment
- Analysis of terrain and soil characteristics
- Evaluation of existing pedestrian and vehicular accessibility
- Evaluation of viewsheds

Task 2. Conceptual Master Plan Development

- Kickoff meeting with the owner
- Development of site-specific amenity opportunities
- Programming of Park
- Development of Master Plan(s)
- Delivery of site plan for review through digital media
- Meet with the owner for input and comments

Deliverables

- First Draft Conceptual Master Plan rendering showing proposed improvements of the park with character images for review, feedback, and revision requests. Delivered digitally and print if requested.

Task 3. Final Conceptual Master Plan

- With comments and revisions requests received from the first draft Conceptual Master Plan, we will produce and deliver the Final Conceptual Master Plan through digital media
- Meet with the owner for the review of the final plan.

Deliverables

- Final Conceptual Master Site Plan rendering and Cost Estimate with character images. Revision requests and comments from the first Conceptual Master Plan review will be included in this plan. Delivered digitally and printed if requested.

COMPENSATION

Master Plan

- ✓ Option A: \$6,500
- or -
- Option B: \$9,000
- or -
- Option C: \$16,000

Additional graphics

Billed hourly at \$150/hr

Survey (optional)

Budget Number \$10,500. This number would include a topographical survey with contours at 1' intervals, site amenities, buildings, trees, sidewalks, roads, ROW, and property boundaries. This does not include a certified boundary survey. A more definitive survey cost with a complete scope of work can be provided upon request.

After the Final Conceptual Master Plan is complete, and upon your request, we can provide a proposal for the implementation of the Conceptual Master Plan. This proposal would include construction documents, bidding, and construction administration.

PROJECT BILLING:

The project will be billed on the percentage of completion.



REIMBURSABLE EXPENSES:

The following expenses are reimbursable, and will be invoiced monthly as incurred at 12 times our cost:

- Large format printing and/or mounting

ADDITIONAL SERVICES:

Additional services are services outside of the scope noted herein or services that were not anticipated at the writing of this agreement or are special services requested by the Owner. Should additional services be required during this project, we will notify the Owner prior to commencing said work. Unless negotiated to the contrary, additional services will be billed at \$150/hr.

- Construction staking
- Lighting
- As-Built Drawings
- Geotechnical Report
- More revision requests than what is outlined in the proposal
- Construction Drawings
- Wayfinding Signage
- Structural Drawings
- Additional work requested outside of the proposal
- Community Input Meetings
- Construction Administration
- Selection of specific playground equipment

SCHEDULE

Work to be performed in the schedule set by the City.

If this proposal meets your approval, please indicate by adding your signature below. We appreciate your consideration and look forward to working with you on to create an exciting gathering place for the residents of Mountain Brook.

Best regards,

Dale Brasher, PLA
Principal
Brasher Design Studio, LLC

Signature Page

Please sign one Option below for the design service you intend to retain and return the executed copy via email. A signed copy will authorize Brasher Design Studio to begin work.

Virginia C Smith 3/25/2024
 Sign for Approval of Option A - Basic - \$6,500 Date

-OR-

X
 Sign for Approval of Option B - Moderate - \$9,000 Date

-OR-

X
 Sign for Approval of Option C - Comprehensive - \$16,000 Date

APPENDIX 2

214

MINUTE BOOK 93

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

Equipment										
Qty	Watts	Type	Description	OH/UG	M/UM	Equipment Amount (\$)	Estimated Regulated Charge (\$)*	Estimated Monthly Charge (\$)*		
1	53	Area	Gray LED 5200-7200 Lumens 4000K	OH	UM	\$9.43	\$1.18	\$10.61		
Monthly Total *									\$10.61	

Project Notes: INSTALL 53 WATT COBRA ON EXISTING APCO POLE.

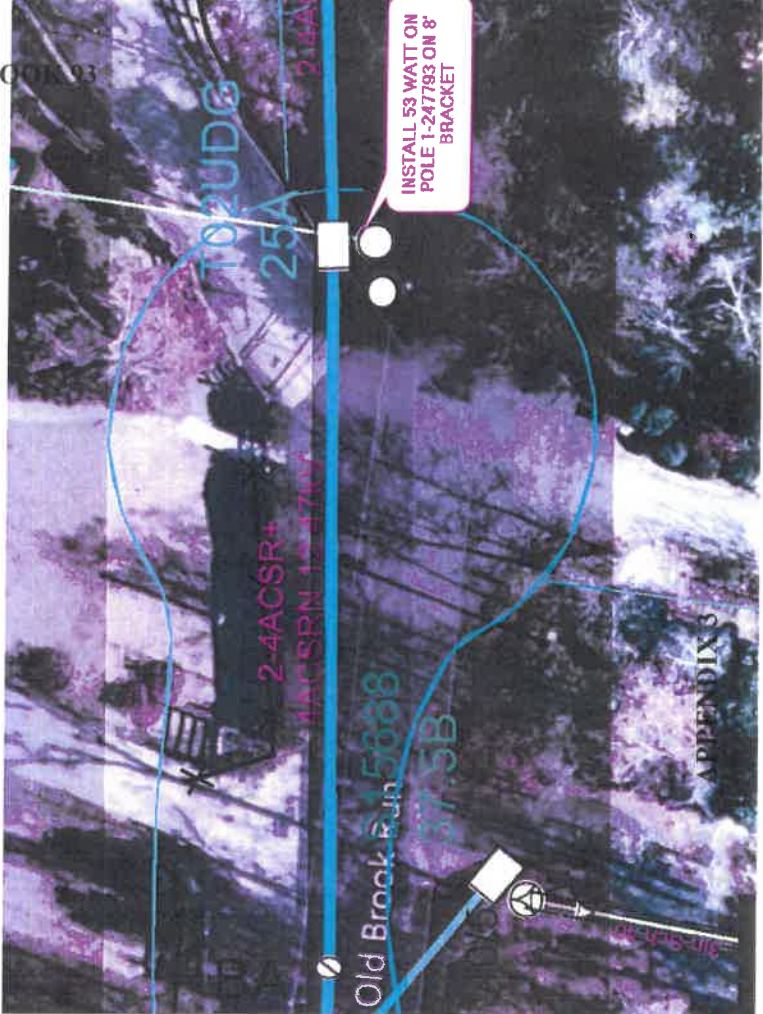
Initial Term 36 months **Prepaid Amount** \$ 0.00

* 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 (ODL) 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		Alabama Power Company	
Sign Here <u>Stewart Welch III</u> Date <u>3/14/2024</u>	Sign Here _____	Print Name _____	Date _____
Print Name <u>Stewart Welch III</u>	Print Name _____	Print Name _____	Print Name _____
Title <u>Mayor</u>	Title _____	Title _____	Title _____

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



Sam Gaston

From: Sam Gaston
Sent: Monday, March 18, 2024 1:37 PM
To: 'Happy BamaMom'
Subject: RE: FW: Street Light Request for Old Brook Run Cul De Sac

Should be fine unless you want to speed it up by emailing me that all three affected homes are in full support. That might get the Council to approve the light on March 25th instead of waiting till the April 8th meeting.

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
www.mtnbrook.org



From: Happy BamaMom [mailto:tracypharo@gmail.com]
Sent: Monday, March 18, 2024 1:34 PM
To: Sam Gaston <gastons@mtbrook.org>
Subject: Re: FW: Street Light Request for Old Brook Run Cul De Sac

No... just us three.

On Mon, Mar 18, 2024 at 1:33 PM Sam Gaston <gastons@mtbrook.org> wrote:

Not really. Are there any others residents near this light besides the three families that want one?

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
www.mtnbrook.org

To: City Council
 From: Shanda Williams, Park and Recreation Board
 Date: March 20, 2024
 Subject: New Park Sign Design & Woodclift Park Sign

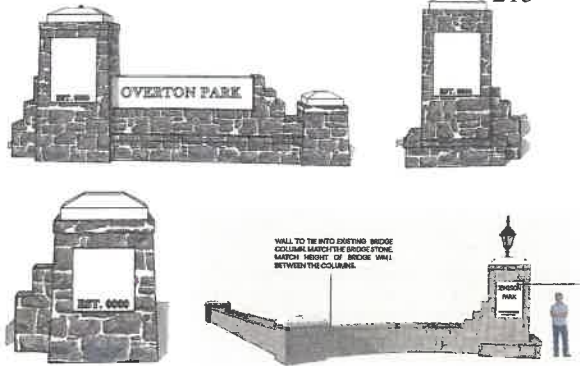
I think most of you are aware that the Park Board has been working on a new park sign design. We wanted to update the old wooden engraved signs to a new sign that would be more timeless and fit in with the Mountain Brook aesthetic more. A committee from the Park Board worked with Dale Brasher from Brasher Design Studio and developed a hierarchy of signs to use in our parks. Each park will get a unique sign to fit its size and personality, but each one will have the same set of characteristics that will define it as a Mountain Brook park. The inspiration for these signs came from the columns that framed the original entrances to Mountain Brook.



The repeating characteristics will be that it will have a column and a wing/seat wall, an engraved limestone sign and cap, and be made of stone. Dale was also able to develop a unique font for the sign that mimics the font on the original signs as well. It will also be used on all the park signs.

WOODCLIFT PARK
 MOUNTAIN BROOK PARKS & RECREATION
 ABCDEFGHIJKLMNOPQRSTUVWXYZ
 ABCDEFGHIJKLMNOPQRSTUVWXYZ

These are examples of some variations of the park signs that we may try to incorporate in some parks:



Materials: Limestone caps, stone to match existing Mountain Brook entry signs, electric lantern fixture atop column, engraved limestone



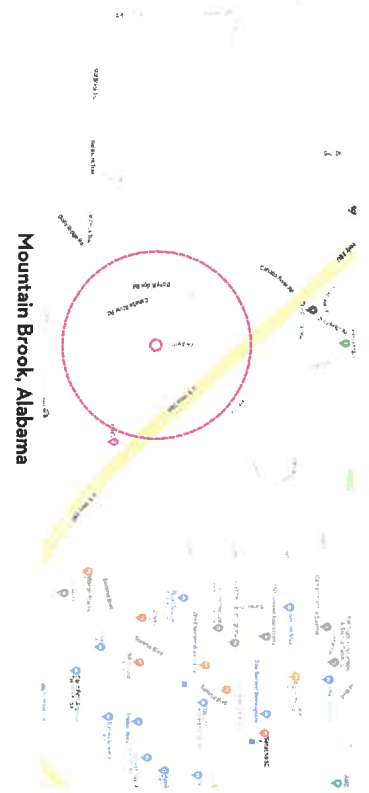
The first park sign to be built will be one for Woodclift Park which is a micro park we created a few years ago located on Woodclift Circle off of Dolly Ridge Road. This will be a small sign and a good starting point for this conversion. I have attached the latest renderings for that sign to this summary. We have not finalized the landscape plan, but the Park Board has all agreed with the specifications for the sign. The police department did not have any issues with it from a sight distance and safety perspective. I have shared it with the neighbors and so far the feedback has been positive.

If everyone likes the new sign design, I will continue working on the plans for the Woodclift Park sign. I have money budgeted for this sign and will bring a contract back to the council for approval once we have all the details finalized.

APPENDIX 4



WOODCLIFT PARK
 MOUNTAIN BROOK PARKS & RECREATION
 ABCDEFGHIJKLMNOPQRSTUVWXYZ
 ABCDEFGHIJKLMNOPQRSTUVWXYZ



WOODCLIFT PARK SIGN

MINUTE BOOK 93

01 FRONT ELEVATION

02 SIDE ELEVATION

03 SIDE ELEVATION

04 JUNCTION ELEVATION

05 SIGN IN MOUNTAIN BROOK PARKWAY

06 SIGN IN MOUNTAIN BROOK PARKWAY

07 SIGN IN MOUNTAIN BROOK PARKWAY

08 SIGN IN MOUNTAIN BROOK PARKWAY

09 SIGN IN MOUNTAIN BROOK PARKWAY

10 Limestone Panel

DETAIL KEY

DETAIL NOTES

1. SIGN LAYOUT TO BE STAGED ON SITE AND NOTED APPROVED
2. PROVIDE THE SIGN WITH AN ANTI-REFLECTIVE FINISH TO PREVENT LIGHT POLLUTION AND GLEAMING
3. PROVIDE AN ANTI-REFLECTIVE FINISH TO PREVENT LIGHT POLLUTION AND GLEAMING
4. PROVIDE AN ANTI-REFLECTIVE FINISH TO PREVENT LIGHT POLLUTION AND GLEAMING
5. PROVIDE AN ANTI-REFLECTIVE FINISH TO PREVENT LIGHT POLLUTION AND GLEAMING
6. PROVIDE AN ANTI-REFLECTIVE FINISH TO PREVENT LIGHT POLLUTION AND GLEAMING
7. PROVIDE AN ANTI-REFLECTIVE FINISH TO PREVENT LIGHT POLLUTION AND GLEAMING
8. PROVIDE AN ANTI-REFLECTIVE FINISH TO PREVENT LIGHT POLLUTION AND GLEAMING
9. PROVIDE AN ANTI-REFLECTIVE FINISH TO PREVENT LIGHT POLLUTION AND GLEAMING
10. PROVIDE AN ANTI-REFLECTIVE FINISH TO PREVENT LIGHT POLLUTION AND GLEAMING

WOODCLIFT PARK SIGN
WOODCLIFT ROAD, MOUNTAIN BROOK, AL

brasher
ARCHITECTURAL SIGNWORK

SD1.00
SIGN DETAILS

SUBMITTAL DATE
DATE: _____
BY: _____

1 LANDSCAPE PLAN

2 DETAIL SIGN STRUCTURE & GENERAL PLANTING

3 GENERAL TREE SYMBOL PLANTING

4 PLAN TREE PLANTING SPECIFICATIONS

APPENDIX 4

PLANTING SCHEDULE

SYMBOL	COMMON NAME	HEIGHT	SPACING	NOTES
(Symbol)
(Symbol)

PLANTING NOTES

1. ALL PLANTING TO BE DONE BY THE CONTRACTOR
2. ALL PLANTING TO BE DONE BY THE CONTRACTOR
3. ALL PLANTING TO BE DONE BY THE CONTRACTOR
4. ALL PLANTING TO BE DONE BY THE CONTRACTOR
5. ALL PLANTING TO BE DONE BY THE CONTRACTOR
6. ALL PLANTING TO BE DONE BY THE CONTRACTOR
7. ALL PLANTING TO BE DONE BY THE CONTRACTOR
8. ALL PLANTING TO BE DONE BY THE CONTRACTOR
9. ALL PLANTING TO BE DONE BY THE CONTRACTOR
10. ALL PLANTING TO BE DONE BY THE CONTRACTOR

WOODCLIFT PARK SIGN
WOODCLIFT ROAD, MOUNTAIN BROOK, AL

brasher
ARCHITECTURAL SIGNWORK

LS1.00
LANDSCAPE PLAN

SUBMITTAL DATE
DATE: _____
BY: _____

RIGHT-OF-WAY DEED

STATE OF ALABAMA)
 JEFFERSON COUNTY)

KNOW ALL MEN BY THESE PRESENTS THAT, that for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration set forth herein in hand paid, the receipt whereof is hereby acknowledged, and in further consideration of the benefit accruing to Grantor and to the public from the construction of a public road through its lands located in Jefferson County, Alabama, the undersigned Grantor, BROOKSHIRE PLACE CONDOMINIUM OWNER ASSOCIATION, INC., an Alabama corporation, does hereby give, grant, bargain, sell and convey in fee simple unto Grantee, the City of Mountain Brook, Alabama, its successors and assigns, a right-of-way, hereinafter described over, under, and across its said lands in Jefferson County, Alabama, for a sidewalk; which right-of-way being described as follows, to-wit:

COMMENCE at a 1/2 Inch Rebar found at the intersection of the present South Right-of-Way of Montclair Road with the West Line of a 40 foot easement, as shown on the Map of Gaywood, as recorded in Map Book 32, Page 78, in the Office of the Judge of Probate for Jefferson County, Alabama; thence S 61° 02' 46" W along the present South Right-of-Way of Montclair Road for a distance of 54.56 feet to a point; thence S 63° 38' 19" W along the present South Right-of-Way of Montclair Road for a distance of 193.27 feet to the POINT OF BEGINNING of the following described Right-of-Way Taking; thence leaving the present South Right-of-Way of Montclair Road run S 57° 32' 54" W along the Right-of-Way Taking for a distance of 72.21 feet to a point; thence S 63° 37' 09" W along the Right-of-Way Taking for a distance of 28.08 feet to a point; thence S 36° 17' 40" W along the Right-of-Way Taking for a distance of 15.44 feet to a point; thence S 63° 17' 48" W along the Right-of-Way Taking for a distance of 72.09 feet to a point; thence N 84° 51' 29" W along the Right-of-Way Taking for a distance of 18.07 feet to a point; thence S 65° 28' 30" W along the Right-of-Way Taking for a distance of 20.84 feet to a point; thence S 70° 39' 54" W along the Right-of-Way Taking for a distance of 29.58 feet to a point on the present North Right-of-Way of Montclair Road; thence N 62° 47' 27" E along the present North Right-of-Way of Montclair Road for a distance of 98.98 feet to a point; thence N 63° 38' 19" E along the present North Right-of-Way of Montclair Road for a distance of 152.32 feet to the POINT OF BEGINNING; said parcel containing 2,021.99 Square Feet (0.05 acres) more or less.

The property is conveyed subject to all easements, rights-of-way and restrictions of record.

TO HAVE AND TO HOLD the above-granted property unto Grantee, the City of Mountain Brook, Alabama, its successors and assigns forever in fee simple forever for the uses and purposes for which said land is granted.

Grantor does for itself, its successors and assigns, covenant to and with the Grantee that it is lawfully seized and possessed in fee simple of the property upon which the right-of-way being hereby

conveyed and herein described is situated; that it has a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, liens, and claims not otherwise set forth herein; and that it will warrant and defend the title thereto against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ___ day of _____, 2024.

BROOKSHIRE PLACE CONDOMINIUM OWNER ASSOCIATION, INC.

Grantor

By : _____

Its: _____

STATE OF ALABAMA)

JEFFERSON COUNTY)

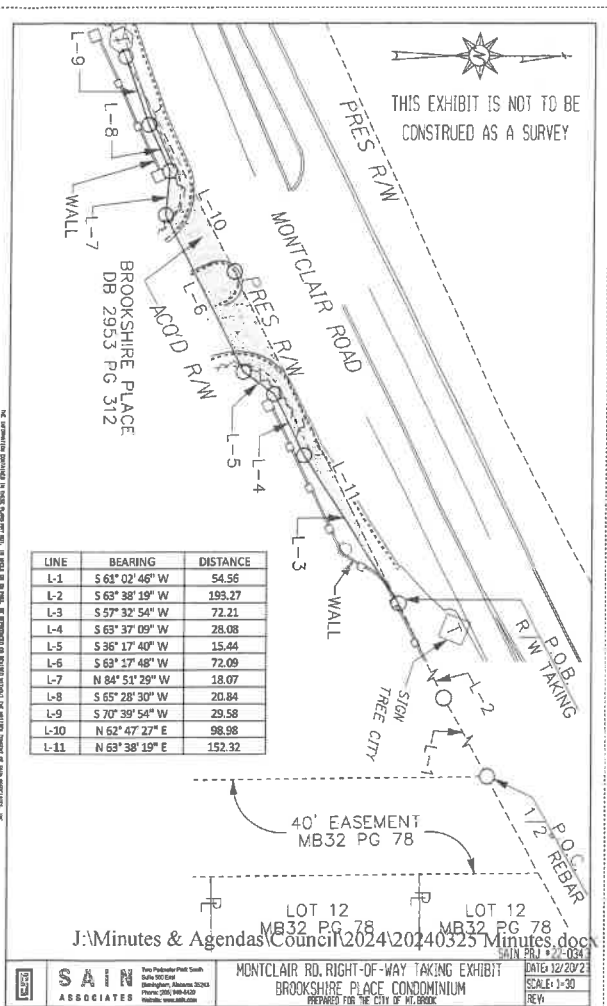
I, the undersigned Notary Public in and for said County, in said State, hereby certify that _____, whose name as _____ of Brookshire Place Condominium Owner Association, Inc., is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, as such officer and with full authority, executed the same voluntarily for and as the act of said Brookshire Place Condominium Owner Association, Inc. on the same bears date.

Given under my hand and official seal this ___ day of _____, 2024.

Notary Public

My commission expires: _____

APPENDIX 5



SAM S. GASTON
 CITY MANAGER

CITY OF MOUNTAIN BROOK
 56 Church Street
 P.O. Box 1387069
 Mountain Brook, Alabama 35213
 Telephone: 205.802.1803
 Fax: 205.870.3577
 gaston@mountainbrook.org

February 21, 2024

Ralph H. & Sally S. Yeilding
 2200 Brookshire Place
 Mountain Brook, AL 35213

RE: Project: TAPAA-TA23(919)
 City of Mountain Brook
 Tract #: 1

Dear Mr. and Mrs. Yeilding:

The City of Mountain Brook is in the process of acquiring properties for the purpose of constructing the above-referenced project, which involves sidewalk improvements along Montclair Road. The construction of this project will necessitate the acquisition of 0.05 acre of right-of-way from your property to construct and maintain new sidewalk and a crosswalk for the proposed pedestrian path. Existing sidewalk will be removed and replaced with new ADA compliant sidewalk within the acquired right-of-way. See the attached exhibit and sketch detailing the proposed sidewalk and amount of right-of-way needed. You have the right to receive just compensation, as determined by the City, which is based on an appraisal or waiver valuation.

You also have the right to obtain your own appraisal to be considered by the City. However, due to the public benefit of the project, we are requesting that you consider donating the necessary right-of-way. Donating this property would help expedite the construction process and completion of the project, since the cost and timeframe required for appraisals would not be needed. Please indicate on the attached page if you choose to donate or receive just compensation for your property.

Sincerely,

Sam S. Gaston

Sam S. Gaston
 City Manager

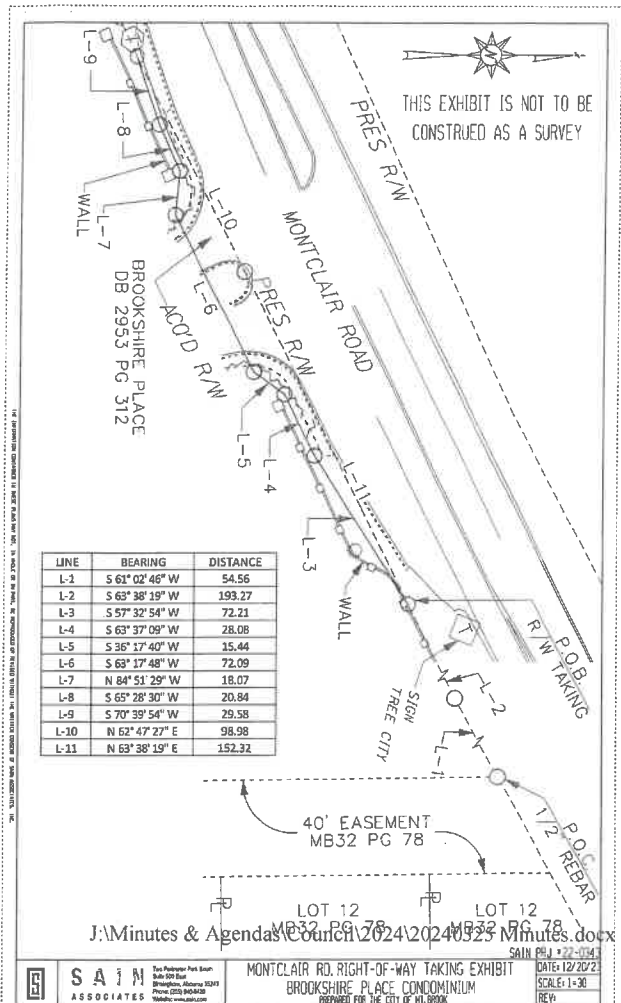
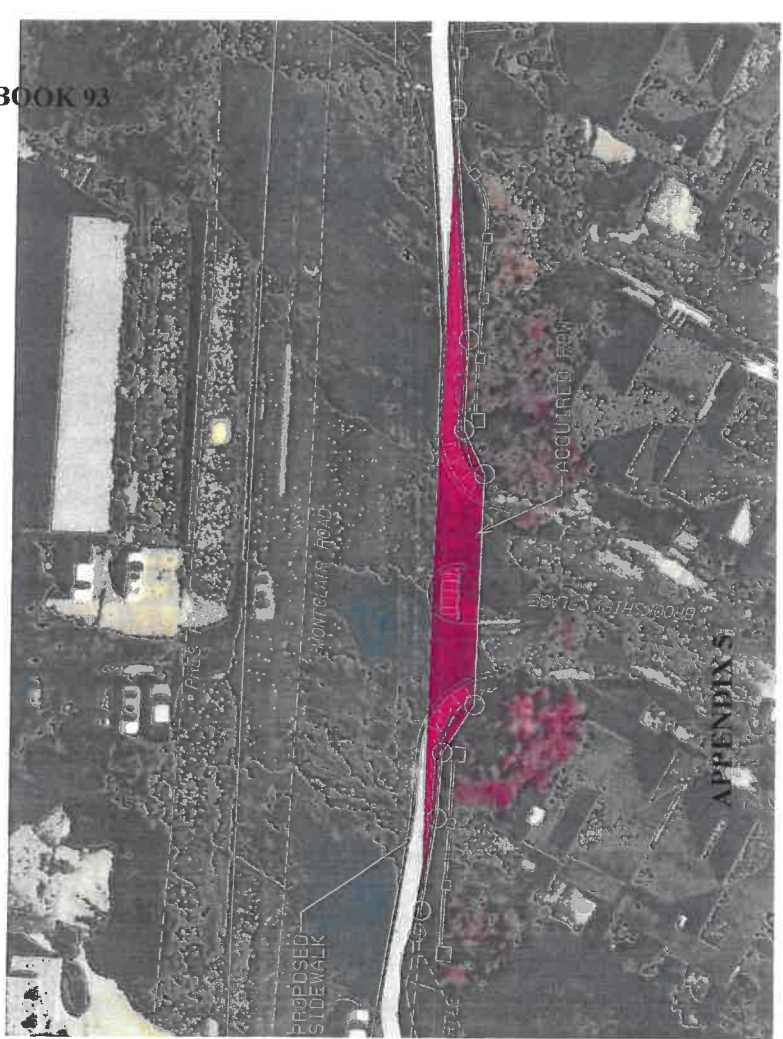


TREE CITY USA

ACKNOWLEDGEMENT: This is to certify that I have been advised of my right to receive just compensation for my property and I understand that I have the right to an appraisal.

- NO** I do not wish to donate my property for ROW. I request to be paid just compensation.
- YES** I desire to donate my property for ROW. I release the LPA from the need to appraise my property.

Property Owner _____ Date _____



BROOKSHIRE PLACE CONDOMINIUM – MONTCLAIR ROAD RIGHT-OF-WAY TAKING:

COMMENCE at a 1/2 Inch Rebar found at the intersection of the present South Right-of-Way of Montclair Road with the West Line of a 40 foot easement, as shown on the Map of Gaywood, as recorded in Map Book 32, Page 78, in the Office of the Judge of Probate for Jefferson County, Alabama; thence S 61° 02' 46" W along the present South Right-of-Way of Montclair Road for a distance of 54.56 feet to a point; thence S 63° 38' 19" W along the present South Right-of-Way of Montclair Road for a distance of 193.27 feet to the **POINT OF BEGINNING** of the following described Right-of-Way Taking; thence leaving the present South Right-of-Way of Montclair Road run S 57° 32' 54" W along the Right-of-Way Taking for a distance of 72.21 feet to a point; thence S 63° 37' 09" W along the Right-of-Way Taking for a distance of 28.08 feet to a point; thence S 36° 17' 40" W along the Right-of-Way Taking for a distance of 15.44 feet to a point; thence S 63° 17' 48" W along the Right-of-Way Taking for a distance of 72.09 feet to a point; thence N 84° 51' 29" W along the Right-of-Way Taking for a distance of 18.07 feet to a point; thence S 65° 28' 30" W along the Right-of-Way Taking for a distance of 20.84 feet to a point; thence S 70° 39' 54" W along the Right-of-Way Taking for a distance of 29.58 feet to a point on the present North Right-of-Way of Montclair Road; thence N 62° 47' 27" E along the present North Right-of-Way of Montclair Road for a distance of 98.98 feet to a point; thence N 63° 38' 19" E along the present North Right-of-Way of Montclair Road for a distance of 152.32 feet to the **POINT OF BEGINNING**; said parcel containing 2,021.99 Square Feet (0.05 acres) more or less.

March 25, 2024

ACKNOWLEDGEMENT: This is to certify that I have been advised of my right to receive just compensation for my property and I understand that I have the right to an appraisal.

NO I do not wish to donate my property for ROW. I request to be paid just compensation.

YES I desire to donate my property for ROW. I release the LPA from the need to appraise my property.

Brockshire Place Condominium March 4, 2024
Property Owner Owner Association, Inc. Date

Peggy H. Gassling
HOA President

APPENDIX 5