

**MOUNTAIN BROOK CITY COUNCIL
MEETING AGENDA**

**TEMPORARY CITY HALL
3928 MONTCLAIR ROAD, SUITE 230
MOUNTAIN BROOK, AL 35213**

FEBRUARY 11, 2013, 7:00 P.M.

1. Approval of the minutes of the January 28, 2013 regular meeting of the City Council.
2. Approval of the minutes of the January 30, 2013 special meeting of the City Council.
3. Consideration: Resolution authorizing the execution of [two] contracts between the City and Allcom Wireless for the 1) installation (and relocation) of communication antennae system and 2) a distributed antenna system for the municipal complex.
4. Consideration: Resolution authorizing the execution of a letter of [conditional] approval to lease Crown Castle of an additional 831 square feet of space adjacent to the existing communications tower site located at the City's Public Works facility.
5. Consideration: Resolution setting a public hearing for March 11, 2013 at 7 p.m. to consider an ordinance amending the PUD development plan for the Lane Parke development (Ordinance No. 1871 adopted May 21, 2012).
6. Consideration: Resolution authorizing the creation of the "City of Mountain Brook Flexible Benefit Plan" non-interest bearing checking account at Iberia Bank.
7. Announcement: The next regular meeting of the City Council is Monday, February 25, 2013, at 7 p.m.
8. Other business.
9. Comments from residents.
10. Adjourn.

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
JANUARY 28, 2013**

The City Council of the City of Mountain Brook, Alabama met in public session in the temporary City Hall at 5:30 p.m. on Monday, the 28th day of January, 2013. The President of the City Council called the meeting to order and the roll was called with the following results:

Present: Amy G. Carter, Council President
Jesse S. Vogtle, Jr., Council President Pro Tempore
Jack D. Carl
William S. Pritchard, III
Virginia C. Smith, Acting Mayor

Absent: Lawrence T. Oden, Mayor

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

1. AGENDA

1. Revised change order for landscaping on Overcrest Road for the Phase 6 sidewalk project - Alicia Bailey of Sain Associates. (Resolution No. 2013-015 was added to the formal agenda.)
2. Signage for Chamber of Commerce and Council Room for the Municipal Complex – Emily Coe of Williams Blackstock. (Motion No. 2013-017 was added to the formal agenda)
3. Re-adopt old Code Section 13-16 regarding trees in City owned property – Sam Gaston. (To be reconsidered at the February 11, 2013 meeting.)
4. Proposed street paving for Crestline Village and doing work in the evening and early morning hours – Ronnie Vaughn. (Motion No. 2013-018 was added to the formal agenda.)
5. Judge Sharon Blackburn and Jackie Siegleman to address the Council regarding the proposed pedestrian crossing signals and traffic signals at Overbrook Road and Beechwood Road.

Ms. Blackburn argued that neither the pedestrian light nor the traffic signal are necessary and that Richard Caudle's (of Skipper Consulting) recommendation (Appendix 1) was based on his judgment as opposed to expressed regulations. See also Appendices 2 and 3. After some discussion about the history of this matter, it was decided that a motion authorizing the delay of the installation of the pedestrian signal be imposed to allow further study after the area sidewalks which are currently being constructed are completed.

6. Cherokee Forest neighborhood to address the City Council regarding the proposed Highway 280 plans by the Alabama Department of Transportation (ALDOT).

Richard Schlinkert presented their [West Cherokee neighborhood's] alternative proposal to ALDOT in the name of the city. (Appendix 4).

The City Council added Resolution No. 2012-016 expressing its opposition to certain aspects of ALDOT's proposed modifications.

After the City Council's review of the formal [7 p.m.] agenda issues, President Carter adjourned the meeting at approximately 7:30 p.m.

Steven Boone, City Clerk

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA
JANUARY 28, 2013**

The City Council of the City of Mountain Brook, Alabama met in public session in the temporary City Hall at 7:00 p.m. on Monday, the 28th day of January, 2013. The President of the City Council called the meeting to order and the roll was called with the following results:

Present: Amy G. Carter, Council President
Jesse S. Vogtle, Jr., Council President Pro Tempore
Jack D. Carl
William S. Pritchard, III
Virginia C. Smith, Acting Mayor

Absent: Lawrence T. Oden, Mayor

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

President Carter announced that a quorum was present and that the meeting was open for the transaction of business.

1. CONSENT AGENDA

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

Approval of the minutes of the January 14, 2013 meeting of the City Council.

2013-012	Reappoint Lynn Ritchie to the Village Design Review Committee, to serve without compensation, with the term of office to end February 12, 2016.	Exhibit 1
2013-013	Award the bid for the purchase of a fire pumper.	Exhibit 2, Appendix 1
2013-014	Authorize a change order to the security and CCTV system contract between the City and Alscan, Inc. (Resolution no. 2012-044 dated March 26, 2012) for the purchase and installation of an additional camera in the Police booking room of the new municipal complex in consideration of \$1,685.	Exhibit 3, Appendix 2
2013-015	Authorize a change order to the Walker Patton CMAQ-95802(921) sidewalk contract for the purchase and installation of trees and shrubs in consideration of an amount not to exceed \$9,981.77.	Exhibit 4, Appendix 3

- | | | |
|--------------------|---|------------|
| 2013-016 | Expression of the City Council's formal opposition to certain aspects of the Revised Plan for Highway 280 presented by ALDOT on January 22, 2013 with regard to the intersections at Cherokee Road and the Hampton Inn, which do not permit any signalized left turn maneuvers accessing Highway 280, and requiring drivers to enter the Highway with unimpeded traffic flow in which they are required to navigate through four lanes of traffic to reach a signalized intersection to make a U-turn on 280, which in the opinion of the City of Mountain Brook and its officials, puts the health, safety and welfare of its residents at grave peril; and request that the Revised Plan be further modified to permit some type of signalized left turn maneuvers at the Cherokee Road and Hampton Inn intersections for those entering Highway 280. | Exhibit 5 |
| 2013-017
Motion | With respect to the signage for the municipal complex, authorize the purchase and installation of: 1) 4 inch "Council Chamber sign-\$800, 2) 3 foot cast aluminum medallion-\$2,930, and 3) exterior Chamber of Commerce sign-\$1,175 (said additional signage totaling \$4,905 less the budgeted cost of \$1,400(+/-) for a 2 foot medallion exceeds the amount budgeted for such signage by approximately\$3,500). | Appendix 4 |
| 2013-018
Motion | Approval of the 2013 street paving list as proposed (Church Street, Oak Street, Hoyt Lane, Tibbett Street, Keely Court, Euclid Avenue, Vine Street, Dell Road, Sherwood Road, and Briarcliff Road (west side). | Appendix 5 |

Thereupon, the foregoing minutes, resolutions, and motions were introduced by Council President Carter and their immediate adoption was moved by Council member Vogtle. The minutes, resolutions, and motions were then considered by the Council. Council member Pritchard expressed his opposition to the purchase of the dedication plaque (included in the signage allowance) and then seconded the motion to adopt the foregoing minutes, resolutions, and motions. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Amy Carter, Council President
 Jesse S. Vogtle, Jr., Council President Pro Tempore
 Jack D. Carl
 William S. Pritchard, III

Nays: None

Council President Carter thereupon declared that said minutes and resolutions (nos. 2013-012 through 2013-016) and motions (nos. 2013-017 and 2013-018), are adopted by a vote of 4—0, and as evidence thereof she signed the same.

2. CONSIDERATION OF A MOTION IMPOSING A DELAY IN THE INSTALLATION OF THE PEDESTRIAN CROSSING SIGNAL AT THE INTERSECTION OF BEECHWOOD ROAD AND OVERBROOK ROAD AND AUTHORIZE ADDITIONAL STUDY AND ANALYSIS OF THE NECESSITY OF SAID LIGHT THE COST OF WHICH IS NOT TO BE BORN BY THE CITY

Council member Vogtle moved for a) the delay of the installation of the pedestrian signal at the intersection of Beechwood Road and Overbrook Road and b) authorization of additional study of the necessity of said light the cost of which shall not be borne by the City. The motion was seconded by Council member Pritchard. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Jesse S. Vogtle, Jr., Council President Pro Tempore
 William S. Pritchard, III

Nays: Amy Carter, Council President

Jack D. Carl

Council President Carter thereupon declared that said motion failed to pass and therefore said pedestrian crossing signal shall be installed as scheduled.

3. ANNOUNCEMENT REGARDING THE NEXT REGULAR MEETING OF THE CITY COUNCIL

Council President Carter announced that the next meeting of the Mountain Brook City Council will be held on Monday, February 11, 2013 at the [temporary] Mountain Brook City Hall located at 3928 Montclair Road, Suite 230, Mountain Brook, Alabama 35213. Please visit the City's web site (www.mtnbrook.org) for more information.

4. ADJOURNMENT

There being no further business to come before the City Council at this time, Council President Carter adjourned the meeting.

Steven Boone, City Clerk

EXHIBIT 1

RESOLUTION NO. 2013-012

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Lynn Ritchie is hereby reappointed to the Village Design Review Committee, to serve without compensation, with the term of office to end February 12, 2016.

EXHIBIT 2

RESOLUTION NO. 2013-013

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby awards the bid for the purchase of a fire pumper in the amount of \$426,002 to Bay Fire Products, being the lowest qualifying bidder; and

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the Mayor or City Manager to execute a contract between the City and the successful bidder, in conjunction with said purchase.

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Manager is hereby authorized to issue advance payment in the amount of \$241,363 representing payment for the chassis in consideration of a discount in the amount of \$3,042. The \$184,639 balance due for the purchase shall be payable upon acceptance by the City of the fire pumper (anticipated in fiscal 2013).

[APPENDIX 1]

**MINUTES OF THE SPECIAL MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA
JANUARY 30, 2013**

The City Council of the City of Mountain Brook, Alabama met in public session in the temporary City Hall at 5:00 p.m. on Wednesday, the 30th day of January, 2013. The President of the City Council called the meeting to order and the roll was called with the following results:

Present: Amy G. Carter, Council President
Jack D. Carl
William S. Pritchard, III
Virginia C. Smith, Acting Mayor

Absent: Jesse S. Vogtle, Jr., Council President Pro Tempore
Lawrence T. Oden, Mayor

Also present were City Attorney James Griffin and City Manager Sam Gaston.

President Carter announced that a quorum was present and that the meeting was open for the transaction of business.

1. EMILY COE OF WILLIAMS BLACKSTOCK REGARDING THE PROPOSED TIME CAPSULE FOR THE MUNICIPAL COMPLEX (APPENDIX 1)

The requested time capsule (to be located in the main lobby under the staircase) will require a fire proof encasement and sign. The cost for the encasement and sign are approximately \$1,300 (excluding shipping costs). The purchase and installation are recommended by the City's Building Committee. There being no further discussion, Council member Carl moved to authorize the purchase and installation of said time capsule and sign. The motion was seconded by Council President Carter. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Amy Carter, Council President
Jack D. Carl

Nays: William S. Pritchard, III

Council President Carter thereupon declared that said motion (no. 2013-019) is adopted by a vote of 2—1.

2. EXECUTIVE SESSION AND ADJOURNMENT

Council member Pritchard entered a motion that the City Council convene in executive session to discuss a matter involving pending litigation. Council member Carl seconded the motion. The City Attorney then certified that the topic of said executive session is covered under the Open Meetings Act. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Amy Carter, Council President
Jack D. Carl
William S. Pritchard, III

Nays: None

Council President Carter thereupon declared that said motion passed by a vote of 3—0 and stated that the City Council shall not reconvene upon conclusion of the executive session. She then announced that the next regular meeting of the Mountain Brook City Council will be on Monday, February 11, 2013 at the [temporary] Mountain Brook City Hall located at 3928 Montclair Road, Suite 230, Mountain Brook, Alabama 35213. The attendees were then excused.

[Note: the executive session concluded at approximately 5:50 p.m.]

Steven Boone, City Clerk

Memorandum

To: Sam Gaston, City Manager
CC: Mayor and members of the City Council
From: Steven Boone
Date: 2/8/2013
Re: Allcomm Wireless action items to be considered on February 11, 2013

Relocation and new antenna

The City engaged certain third parties to assist with the relocation from the old municipal complex to the leased space and will require such services again to facilitate the move back.

The public safety communication systems will require the purchase and installation of new antenna on the rooftop of the police building along with move related services with respect to the peripheral communications equipment. The antenna installed at the Office Park location are comprised of the old antenna which were retrofitted for use during the temporary relocation and cannot be used at the new location.

The new antenna and move related services (Resolution No. 2013-020 Exhibit A) includes two options. Option 1 is an 8 antenna set-up at a cost of \$26,923.25 (including the move related services and set-up). Option 2 is a 3 antenna set-up with a combiner to allow for the reduction in the number of antenna required. This option, including the move related services, will cost \$35,685.23. In addition, there will be a B&G change-order in the amount of \$7,200-\$10,000 for conduit and roof mounts. The conduit running from the roof to the server room were authorized (yet to be formally approved by the City Council) so that regular coax cable could be used instead of the significantly more costly plenum coax cable. Captain Hagood and a representative from Allcomm will be present to discuss further the two antenna options. I understand that the tops of the antenna will be visible from a distant vantage point.

Distributed Antenna System (DAS) *

The system described above provides radio communications to and from the building. The DAS (Resolution No. 2013-020 Exhibit B) transmits and boosts the radio signal throughout the building and is required due to obstructions. The DAS installed will cost \$64,900. Again, technicians will be available Monday to answer specific questions that you may have about this system.

* \$50,000 included in the 2013 budget for the DAS.

RESOLUTION NO. 2013-020

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby accepts the proposal submitted by Allcom Wireless, Inc. for the installation of public safety communication antenna and the relocation of related equipment from the leased space to the new municipal complex.

Check

One

- _____ Option 1 (8 antenna system)/relocation services—\$26,923.25
- _____ Option 2 (3 antenna system with combiner)/relocation services—\$35,685.23

BE IT FURHTER RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of a contract for the aforementioned services, in the form as attached hereto as Exhibit A subject to review and such modifications that may be recommended by the City Attorney.

BE IT FURHTER RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of a contract for the installation of a Distributed Antenna System (DAS) for the municipal complex and the execution of an agreement related thereto, in the form as attached hereto as Exhibit B subject to review and such modifications that may be recommended by the City Attorney.

ADOPTED: This 11th day of February, 2013.

Council President

APPROVED: This 11th day of February, 2013.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on February 11, 2013 as same appears in the minutes of record of said meeting.

City Clerk



Quote Standard Coax

January 31, 2013

Initial Site Prep

- Install unused MIP operator position at new Dispatch building
- Install Antenna system for console radios
 - 8 antennas on upper roof
 - 5 for console radios
 - 2 for Back up radios
 - 1 for BDA
 - 1 GPS antenna for Spectracom

Station 3 Site prep

- Verify operation of backup Ops
- Move the 2 multi-channel radios

Assist dispatcher move to Back up site (station3)

Primary Equipment Move

- Pull MIP Rack from existing location and transport to new dispatch
- Install MIP console system and test for proper operation
- Move main operator position computers and Back up radios
- Assist dispatcher move to new building
- Additional equipment (in car data antenna system)

Equipment	\$16,123.25
Labor	\$10,800.00
Total	\$26,923.25

EXHIBIT A

Quote Standard Coax with Combiner

January 31, 2013

Initial Site Prep

- Install unused MIP operator position at new Dispatch building
- Install Antenna system with combiner for console radios

- 3 antennas on upper roof
 - 2 for console radios

- 1 for BDA
 - 1 GPS antenna for Spectracom

Station 3 Site prep

- Verify operation of backup Ops
- Move the 2 multi-channel radios

Assist dispatcher move to Back up site (station3)

Primary Equipment Move

- Pull MIP Rack from existing location and transport to new dispatch
- Install MIP console system and test for proper operation
- Move main operator position computers and Back up radios
- Assist dispatcher move to new building
- Additional equipment (in car data antenna system)

Equipment	\$25,285.23
Labor	\$10,400.00
Total	\$35,685.23

Communications System Agreement

Allcomm Wireless, Inc. ("Allcomm"), and the **City of Mountain Brook, Alabama** ("Customer") enter into this "Agreement", pursuant to which Customer will purchase and Allcomm will sell the System, as described below. Allcomm and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through D will be resolved in their listed order.

Exhibit A	"Payment Schedule"
Exhibit B	"Allcomm Proposal" dated <u>January 31, 2013</u> , as may be amended by the parties
Exhibit C	"Service Terms and Conditions"
Exhibit D	"System Acceptance Certificate"

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

- 2.1. "Acceptance Tests" means those tests described in the Acceptance Test Plan, included in Exhibit D.
- 2.2. "Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).
- 2.3. "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.
- 2.4. "Contract Price" means the price for the System, excluding applicable sales or similar taxes and freight charges.
- 2.5. "Effective Date" means that date upon which the last Party executes this Agreement.
- 2.6. "Equipment" means the equipment that Customer purchases from Allcomm under this Agreement. Equipment that is part of the System in the Equipment List, included in Exhibit C.
- 2.7. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).
- 2.8. "Infringement Claim" means a third party claim alleging that the Equipment manufactured by Allcomm or the Allcomm Software infringes upon the third party's United States patent or copyright.
- 2.9. "Allcomm Software" means Software that Allcomm or its affiliated company owns.
- 2.10. "Non-Allcomm Software" means Software that another party owns.
- 2.11. "Open Source Software" (also called "freeware" or "shareware") means software that has its underlying source code freely available to evaluate, copy, and modify.

EXHIBIT A

2.12. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Allcomm under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Allcomm or another party.

2.13. "Software" means the Allcomm Software and Non-Allcomm Software, in object code format that is furnished with the System or Equipment.

2.14. "Specifications" means the functionality and performance requirements that are described in Exhibit C.

2.15. "Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in Exhibit C.

2.16. "System" means the Equipment, Software, and incidental hardware and materials that are combined together into an integrated system; the System is described in Exhibit C.

2.17. "System Acceptance" means the Acceptance Tests have been successfully completed.

2.18. "Warranty Period" means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. SCOPE OF WORK. Allcomm will provide, install and test the System, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule included in Exhibit C, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, whichever occurs last.

3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. For three (3) years after the Effective Date, Customer may order additional Equipment or Software if it is then available. Each order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within twenty (20) days after the invoice date. Allcomm will send Customer an invoice as the additional Equipment is shipped or Software is licensed.

3.5. THIRD PARTY SOFTWARE. Any Third Party Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date. Allcomm makes no representations or warranties of any kind regarding Third Party Software. Third Party Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner. Upon request by Customer, Allcomm will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a

copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

3.6. SUBSTITUTIONS. At no additional cost to Customer, Allcomm may substitute any Equipment, Software, or services to be provided by Allcomm, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.7. OPTIONAL EQUIPMENT OR SOFTWARE. This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule, included in Exhibit C. By executing this Agreement, Customer authorizes Allcomm to proceed with contract performance.

Section 5 CONTRACT PRICE, PAYMENT AND INVOICING

5.1. CONTRACT PRICE. The Contract Price in U.S. dollars is **\$26,923.25**. If applicable, a pricing summary is included with the Payment Schedule. Allcomm has priced the services, Software, and Equipment as an integrated system. A reduction in Software or Equipment quantities, or services, may affect the overall Contract Price, including discounts if applicable.

5.2. INVOICING AND PAYMENT. Allcomm will submit invoices to Customer according to the Payment Schedule. Except for a payment that is due on the Effective Date, Customer will make payments to Allcomm within twenty (20) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Allcomm, Inc. is 63-1058638.

5.3. FREIGHT, TITLE, AND RISK OF LOSS. Allcomm will pre-pay and add all freight charges to the invoices. Title to the Equipment will pass to Customer upon shipment. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer. Allcomm will pack and ship all Equipment in accordance with good commercial practices. The Customer does not have to accept any non-conforming goods.

5.4. INVOICING AND SHIPPING ADDRESSES.

5.4.1 Invoices will be sent to the Customer at the following address:

City of Mountain Brook, Alabama
Attn: Greg Hagood
8 Office Park Circle
Mountain Brook, AL 35223

5.4.2 The city which is the ultimate destination where the Equipment will be delivered to Customer is: Mountain Brook, AL

5.4.3 The Equipment will be shipped to the Customer at the following address:

City of Mountain Brook, Alabama
Attn: Greg Hagood
New City Hall Building & Fire Station # 3
Mountain Brook, AL 35223

5.4.4 Customer may change this information by giving written notice to Allcomm.

Section 6 SITES AND SITE CONDITIONS

6.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites; and access to the work sites as reasonably requested by Allcomm so that it may perform its duties in accordance with the Performance Schedule and Statement of Work, both included in Exhibit B. If the Statement of Work so indicates, Allcomm may assist the Customer in the local building permit process.

6.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; electrical power outlets, distribution and equipment; and telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment at a work site, Allcomm will inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

6.3. SITE ISSUES. If a Party determines that the sites identified in Exhibit B are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in Exhibit C, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 7 TRAINING

Any training to be provided by Allcomm to Customer will be described in the Statement of Work. Customer will notify Allcomm immediately if a date change for a scheduled training program is required. If Allcomm incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Allcomm may recover these additional costs.

Section 8 SYSTEM ACCEPTANCE

8.1. COMMENCEMENT OF ACCEPTANCE TESTING. Allcomm will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan, included in Exhibit B.

8.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Allcomm a written notice that includes the specific details of the failure. If Customer does not provide to Allcomm a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not

EXHIBIT A

postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

8.3. BENEFICIAL USE. Customer acknowledges that Allcomm's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Allcomm's prior written authorization, which will not be unreasonably withheld. Allcomm is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

8.4 FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 9 REPRESENTATIONS AND WARRANTIES

9.1. SYSTEM FUNCTIONALITY. Allcomm represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Allcomm is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Allcomm which is attached to or used in connection with the System or for reasons or parties beyond Allcomm's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

9.2. EQUIPMENT WARRANTY. During the Warranty Period, Allcomm warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes within Customer's control, this warranty expires twelve (12) months after the shipment of the Equipment.

9.3. EXCLUSIONS TO EQUIPMENT WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Allcomm; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

9.4. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Allcomm in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Allcomm will investigate the warranty claim. If this investigation confirms a valid warranty claim, Allcomm will (at its option and at no additional charge to Customer) repair the defective Equipment replace it with the same or equivalent product, or refund the price of the defective Equipment. That action will be the full extent of Allcomm's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Allcomm may invoice Customer for responding to the claim on a time and materials basis using Allcomm's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Allcomm.

9.5. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Allcomm to the original user purchasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable.

9.6. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE

WARRANTIES FOR THE EQUIPMENT AND ALLCOMM SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. ALLCOMM DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DELAYS

10.1. FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

10.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule it will make the promised payments according to the Payment Schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Allcomm for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Allcomm or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 11 DISPUTES

11.1. SETTLEMENT PREFERRED. The Parties, by their project managers, will attempt to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach confidentiality) through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the Parties, if necessary. If cooperative efforts fail, the dispute will be mediated by a mediator chosen jointly by the Parties within thirty (30) days after notice by one of the Parties demanding non-binding mediation. The Parties will not unreasonably withhold their consents to the selection of a mediator, will share the cost of the mediation equally, may agree to postpone mediation until they have completed some specified but limited discovery about the dispute, and may replace mediation with some other form of non-binding alternative dispute resolution ("ADR").

11.2. LITIGATION. A Party may submit to a court of competent jurisdiction in the state in which the System is installed any claim relating to intellectual property or a breach of confidentiality provisions and any dispute that cannot be resolved between the Parties through negotiation or mediation within two (2) months after the date of the initial demand for non-binding mediation. Each Party consents to jurisdiction over it by that court. The use of ADR procedures will not be considered under the doctrine of laches, waiver, or estoppel to affect adversely the rights of either Party. Either Party may resort to the judicial proceedings described in this section before the expiration of the two-month ADR period if good faith efforts to resolve the dispute under these procedures have been unsuccessful; or interim relief from the court is necessary to prevent serious and irreparable injury to the Party.

Section 12 DEFAULT AND TERMINATION

12.1 DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Allcomm may stop work on the project until it approves the Customer's cure plan.

12.2. FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 12.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled

portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the nondefaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third party, Customer may as its exclusive remedy recover from Allcomm reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Allcomm with detailed invoices substantiating the charges.

Section 13 INDEMNIFICATION

13.1. GENERAL INDEMNITY BY ALLCOMM. Allcomm will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Allcomm, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Allcomm prompt, written notice of any the claim or suit. Customer will cooperate with Allcomm in its defense or settlement of the claim or suit. This section sets forth the full extent of Allcomm's general indemnification of Customer from liabilities that are in any way related to Allcomm's performance under this Agreement.

13.2. GENERAL INDEMNITY BY CUSTOMER. Customer will indemnify and hold Allcomm harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Allcomm to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Allcomm gives Customer prompt, written notice of any the claim or suit. Allcomm will cooperate with Customer in its defense or settlement of the claim or suit. This section sets forth the full extent of Customer's general indemnification of Allcomm from liabilities that are in any way related to Customer's performance under this Agreement.

13.3. PATENT AND COPYRIGHT INFRINGEMENT.

13.3.1. Allcomm will defend at its expense any suit brought against Customer to the extent it is based on an Infringement Claim, and Allcomm will indemnify Customer for those costs and damages finally awarded against Customer for an Infringement Claim. Allcomm's duties to defend and indemnify are conditioned upon: Customer promptly notifying Allcomm in writing of the Infringement Claim; Allcomm having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Allcomm cooperation and, if requested by Allcomm, reasonable assistance in the defense of the Infringement Claim.

13.3.2. If an Infringement Claim occurs, or in Allcomm's opinion is likely to occur, Allcomm may at its option and expense procure for Customer the right to continue using the Equipment or Allcomm Software, replace or modify it so that it becomes non-infringing while providing functionally equivalent performance, or grant Customer a credit for the Equipment or Allcomm Software as depreciated and accept its return. The depreciation amount will be calculated based upon generally accepted accounting standards for such Equipment and Allcomm Software.

13.3.3. Allcomm will have no duty to defend or indemnify for any Infringement Claim that is based upon the combination of the Equipment with any software, apparatus or device not furnished by Allcomm; the use of ancillary equipment or software not furnished by Allcomm and that is attached to or used in connection with the Equipment; any Equipment that is not Allcomm's design or formula; a modification of Third Party Software by a party other than Allcomm; or the failure by Customer to install an enhancement release to the Software that is intended to correct the claimed infringement. The foregoing states the entire liability of Allcomm with respect to infringement of patents and copyrights by the equipment, Allcomm Software, or any of their parts.

Section 14 LIMITATION OF LIABILITY

Except for personal injury or death, Allcomm's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT ALLCOMM WILL NOT BE**

LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY ALLCOMM PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of this Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 15 CONFIDENTIALITY AND PROPRIETARY RIGHTS

15.1. CONFIDENTIAL INFORMATION. During the term of this Agreement, the Parties may provide each other with Confidential Information. Each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and shall at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

15.2. PRESERVATION OF ALLCOMM'S PROPRIETARY RIGHTS. Allcomm, the third party manufacturer of any Equipment, and the copyright owner of any Third Party Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Allcomm in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Allcomm, and this Agreement does not grant to Customer any shared development rights of intellectual property. Allcomm does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Allcomm's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

Section 16 GENERAL

16.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Allcomm is required to pay any of these taxes, Allcomm will send an invoice to Customer and Customer will pay to Allcomm the amount of the taxes (including any interest and penalties) within twenty (20) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Allcomm will be solely responsible for reporting taxes on its income or net worth.

16.2. ASSIGNABILITY AND SUBCONTRACTING. Neither Party may assign this Agreement without the prior written consent of the other Party, except that Allcomm may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. Allcomm may subcontract any of the work, but subcontracting will not relieve Allcomm of its duties under this Agreement.

16.3 WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as

either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

16.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

16.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement only as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

16.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

16.7. GOVERNING LAW. This Agreement and the rights and duties of the Parties will be governed by and interpreted in accordance with the laws of the State in which the System is installed.

16.8. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to the subject matter. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

16.9. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either delivered personally or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Allcomm Wireless, Inc.
Attn: Billy Hinds, President
4116 First Avenue North
Birmingham, AL 35222
Fax: (205) 595-7642

City of Mountain Brook
Attn: Greg Hagood
8 Office Park Circle
Mountain Brook, AL 35223
Fax:

16.10. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Allcomm might assist Customer in the preparation of its FCC license applications, neither Allcomm nor any of its employees is an agent or representative of Customer in FCC or other matters.

16.11. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

16.12. SURVIVAL OF TERMS. The following provisions shall survive the expiration or termination of this Agreement for any reason: Section 3.5 (Third Party Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 9.6 (Disclaimer of Implied Warranties); Section 11 (Disputes); Section 14 (Limitation of Liability); and Section 15 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 16.

The Parties hereby enter into this Agreement as of the Effective Date.

Allcomm Wireless, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Exhibit A

Payment Schedule

Except for a payment that is due on the Effective Date, Customer will make payments to Allcomm within twenty (20) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones.

Payment terms are Net 30 after receipt of invoice

Allcomm reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Allcomm reserves the right to invoice for installations or civil work completed on a site-by-site basis, when applicable.

EXHIBIT A



Allcomm's Proposal

Quote Standard Coax

January 31, 2013

Initial Site Prep

- Install unused MIP operator position at new Dispatch building
- Install Antenna system for console radios
 - 8 antennas on upper roof
 - 5 for console radios
 - 2 for Back up radios
 - 1 for BDA
 - 1 GPS antenna for Spectracom

Station 3 Site prep

- Verify operation of backup Ops
- Move the 2 multi-channel radios

Assist dispatcher move to Back up site (station3)

Primary Equipment Move

- Pull MIP Rack from existing location and transport to new dispatch
- Install MIP console system and test for proper operation
- Move main operator position computers and Back up radios
- Assist dispatcher move to new building
- Additional equipment (in car data antenna system)

Equipment	\$16,123.25
Labor	\$10,800.00
Total	\$26,923.25

EXHIBIT A

Exhibit D

Service Terms and Conditions

Allcomm, Inc. ("Allcomm") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1 APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Allcomm will provide to Customer either (1) maintenance, support, or other services under a Allcomm Service agreement, or (2) installation services under a Allcomm Installation Agreement.

Section 2 DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Allcomm. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4 SCOPE OF SERVICES

4.1. Allcomm will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Allcomm may also provide additional services at Allcomm's then-applicable rates for the services.

4.2. If Allcomm is providing Services for Equipment, Allcomm parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Allcomm will be followed.

4.3. If Customer purchases from Allcomm additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Allcomm, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Allcomm in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Allcomm receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Allcomm's reasonable opinion, be properly or economically serviced for any reason, Allcomm may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Allcomm of any Equipment failure. Allcomm will respond to

Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5 EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Allcomm has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Allcomm performs service at Customer's location, Customer will provide Allcomm, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Allcomm or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Allcomm may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Allcomm in rendering the Services, Customer agrees to reimburse Allcomm for those charges and expenses.

Section 7 CUSTOMER CONTACT

Customer will provide Allcomm with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Allcomm.

Section 8 PAYMENT

Unless alternative payment terms are stated in this Agreement, Allcomm will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Allcomm for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Allcomm) by any governmental entity.

Section 9 WARRANTY

Allcomm warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Allcomm to reperform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the nonconforming Service. ALLCOMM DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the nonperforming party a written and detailed notice of the default. The non-performing party will have

thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Allcomm will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Allcomm will have no further obligation to provide Services.

Section 11 LIMITATION OF LIABILITY

Except for personal injury or death, Allcomm's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT ALLCOMM WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY ALLCOMM PURSUANT TO THIS AGREEMENT.** No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12 EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Allcomm's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Allcomm's request. Customer may not disclose, without Allcomm's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Customer to Allcomm will be deemed secret or confidential. Allcomm will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Allcomm patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Allcomm nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15 COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Allcomm or its subcontractors without the prior written authorization of Allcomm. This provision applies only to those employees of Allcomm or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16 MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Allcomm for the purpose of this Agreement will be and remain the sole property of Allcomm. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Allcomm upon request. This property will be held by Customer for Allcomm's use without charge and may be removed from Customer's premises by Allcomm at any time without restriction.

Section 17 GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be governed and interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Allcomm may assign its rights and obligations, and may subcontract any portion of its performance, under this Agreement.

17.6. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Allcomm may adjust the price of the Services to reflect its current rates.

17.7. If Allcomm provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Allcomm's then effective hourly rates.

**Exhibit D
System Acceptance Certificate**

Customer Name:

Project Name:

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Allcomm and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Allcomm Representative

Customer Representative

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

FINAL PROJECT ACCEPTANCE:

Allcomm has provided and Customer has received all deliverables, and Allcomm has performed all other work required for Final Project Acceptance.

Allcomm Representative

Customer Representative

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**ADDENDUM 1 TO AGREEMENT BETWEEN
THE CITY OF MOUNTAIN BROOK AND
ALLCOMM WIRELESS, INC.
DATED FEBRUARY 11, 2013**

THIS ADDENDUM (“the/this Addendum”) to the principal agreement between the City of Mountain Brook, Alabama (“the City”) and Allcomm Wireless, Inc. (“the Contractor”) dated February 11, 2013.

This Addendum is a part of the principal agreement, but supersedes and controls any conflicting or inconsistent terms or provisions in the principal agreement, particularly to the extent the conflicting or inconsistent terms or provisions purport either to (a) confer greater rights or remedies on the Contractor than are provided herein or under otherwise applicable law, or to (b) reduce, restrict, or eliminate rights or remedies that would be available to the City under otherwise applicable law. The addendum shall remain in full force and effect with respect to any amendment, extension, or supplement of or to the principal agreement, whether or not expressly acknowledged or incorporated therein. No agent, employee, or representative of the City is authorized to waive, modify, or suspend the operation of the Addendum or any of its terms or provisions without express approval of the Mountain Brook City Council.

EXHIBIT A

1. **Definitions.** For purposes of this Addendum, the terms below have the following meanings:
 - A. “*The City*” refers to and includes the City of Mountain Brook, Alabama, and its constituent departments, boards, and agencies.
 - B. “*The (this) Agreement*” refers to the principal contract, agreement, proposal, quotation, or other document that sets forth the basic terms and conditions under which the Contractor is engaged to provide goods, materials, or services to the City, including the payment or other consideration to be provided by the City in exchange therefor.
 - C. “*The Contractor*” refers to the person, firm, or other legal entity that enters into an agreement with the City to provide goods, materials, or services to the City, and includes vendors and suppliers providing goods, materials, and services to the City with or without a formal contract as well as the Contractor’s vendors, suppliers, and subcontractors.
2. **Arbitration; Mediation; Alternate Dispute Resolution.** The City agrees to arbitrate disputes or to engage in alternate dispute resolution (ADR) if arbitration or ADR is required by the agreement as a means of resolving disagreements arising thereunder or is a precondition to the pursuit of other legal remedies, but only to the extent (1) the rights and remedies available under such arbitration rules or processes do not afford the Contractor greater relief (e.g., attorney’s fees, damages, etc.) than would be available under otherwise applicable law, (2) the venue for the arbitration or mediation proceeding is in Jefferson County, Alabama, and (3) the costs of such proceedings (including the fees of the arbitrator or mediator) are divided evenly between the parties.
3. **Attorney’s Fees; Court Costs; Litigation Expenses.** The City shall not be liable for attorney’s fees, court costs, litigation expenses, and like charges except and to the extent such fees, costs,

and charges would be assessed against the City under applicable law in the absence of any contractual provision imposing or assigning liability therefor.

4. ***Late Payment Charges; Fees; Interest.*** The City shall not be liable for any late payment charges, interest, or fees on any delinquent bill for goods, materials, or services at a rate higher than two-thirds of one percent per month (eight percent per annum), but bills rendered to the City shall not be considered delinquent any earlier than thirty (30) days after rendition of a complete and accurate bill by the Contractor. Contested bills shall not be subject to late payment charges pending resolution of the dispute.
5. ***Indemnification; Hold-Harmless; Release; Waiver; Limitations of Liability or Remedies.*** The City shall not and does not indemnify, hold harmless, or release the Contractor or any other person, firm, or legal entity for, from, or with respect to any claim, cause of action, cost, charge, fee, expense, or liability whatsoever arising out of or relating to the subject matter of the agreement or the performance or nonperformance thereof; nor shall or does the City waive its right to assert or pursue any remedy or claim for relief of any kind that it may have against the Contractor or any other person, firm, or entity for any actual or alleged default or other breach of legal duty on the part of the Contractor or any person, firm, or entity in privity therewith or acting on Contractor's behalf. Any limitation or restriction regarding the type, nature, form, amount, or extent of any right, remedy, relief, or recovery that would otherwise be available to the City is expressly disavowed, excluded from the terms of the agreement, and void.
6. ***Choice of Law; Choice of Venue or Forum.*** The meaning, legal effect, and enforcement of terms and provisions of the agreement and the resolution of any disputes arising thereunder or relating thereto shall be governed by the laws of the State of Alabama except to the extent otherwise required by applicable conflict-of-law principles. The venue of any suit, action, or legal proceeding brought to enforce or secure relief by reason of any asserted breach of duty arising out of or relating to the performance or nonperformance of the agreement shall be Jefferson County, Alabama except to the extent otherwise required by applicable principles of law.
7. ***Construction of Addendum.*** Nothing in this Addendum shall be construed to create or impose any duty or liability on the City, to create a right or remedy in favor of the Contractor against the City, or to restrict or abrogate any right or remedy that is available to the City against the Contractor or any other person, firm, or entity under either the principal agreement or as a matter of law.
8. ***Alabama Immigration Law Compliance Contract.*** Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the 1-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Contractor's hiring practices to execute an affidavit to this effect on the form supplied by the Board and return the same to the City. Contractor shall also enroll in the E-Verify

Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the Board may require to confirm Contractor's enrollment in the E-Verify Program. Contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If Contractor receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the City and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If Contractor violates any term of this provision, this Agreement will be subject to immediate termination by the City. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the City from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph.

EXHIBIT A

DATED this 11th day of February, 2013.

Allcomm Wireless, Inc.

City of Mountain Brook, Alabama

By : _____

By : _____

Its : _____

Its : _____

ADDENDUM 2

Statement of Compliance with Alabama Code Section 31-13-9.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

EXHIBIT A

Printed Name of Contractor

Title

Signature of Contractor

Date

Name of Business Entity

Contract will be distributed upon receipt.

EXHIBIT B



**Distributed Antenna System (DAS)
In-Building Solution Proposal**

EXHIBIT B



**Proposal to Mountain Brook Municipal Complex
Venue Address: 100 Tibet Street Birmingham AL
Birmingham, AL 35213**

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EXHIBIT B

PROJECT OVERVIEW

The City of Mountain Brook was incorporated in 1942 and was the first city in Alabama to operate under the Council-Manager form of government. The Mayor serves as the policy head of the City and the City Council serves as the Legislative Body for the community.

Mountain Brook Municipal Complex has requested that Allcomm Wireless submit a proposal to furnish a system that will provide coverage for Southern Linc & Smart Zone Public Safety - 800 MHz with the potential to add additional carriers in the future.

This proposal includes all project phases, including design, install, commissioning, testing, and acceptance, required for system deployment. The design phase includes requirement gathering, which involves interaction with wireless service providers to ensure that the system will meet their technical standards.

Our goal is to provide an in-building wireless solution that meets the high standards of the service providers supported, supporting the operational requirement of Mountain Brook Municipal Complex. We also assure that the solution will be comprised of quality components. In addition, we will design the system to be as cost effective as possible.

Project Requirements

Carrier Requirements

Following table lists the details of the wireless service providers supported by the system:

Provider	Standard	Frequency Bands	# of Carriers
So-Link	Public Safety	SMR-800	18
Smart Zone	Public Safety	SMR-800	18

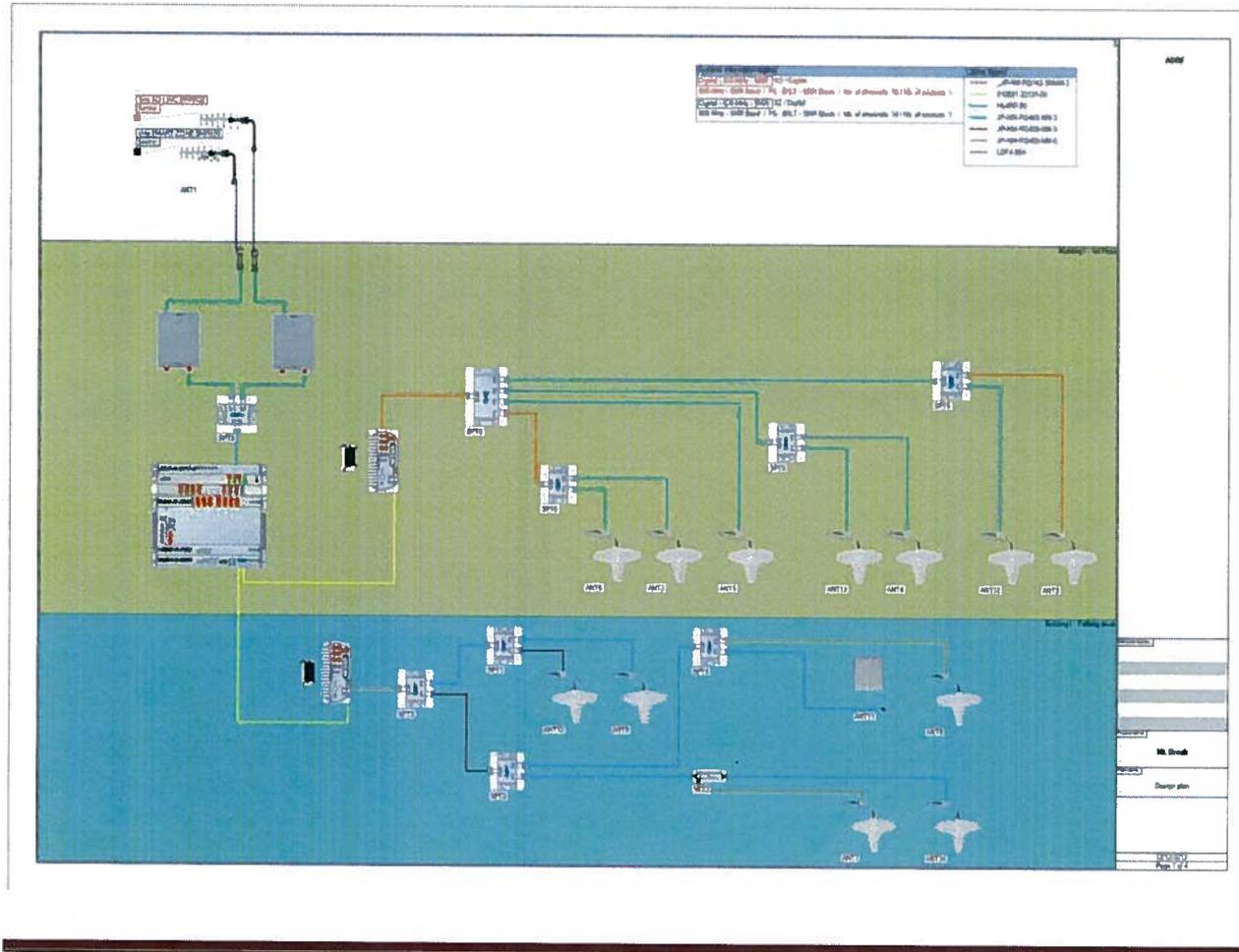
Coverage Scope

The following table defines the areas within the venue to be covered by the system:

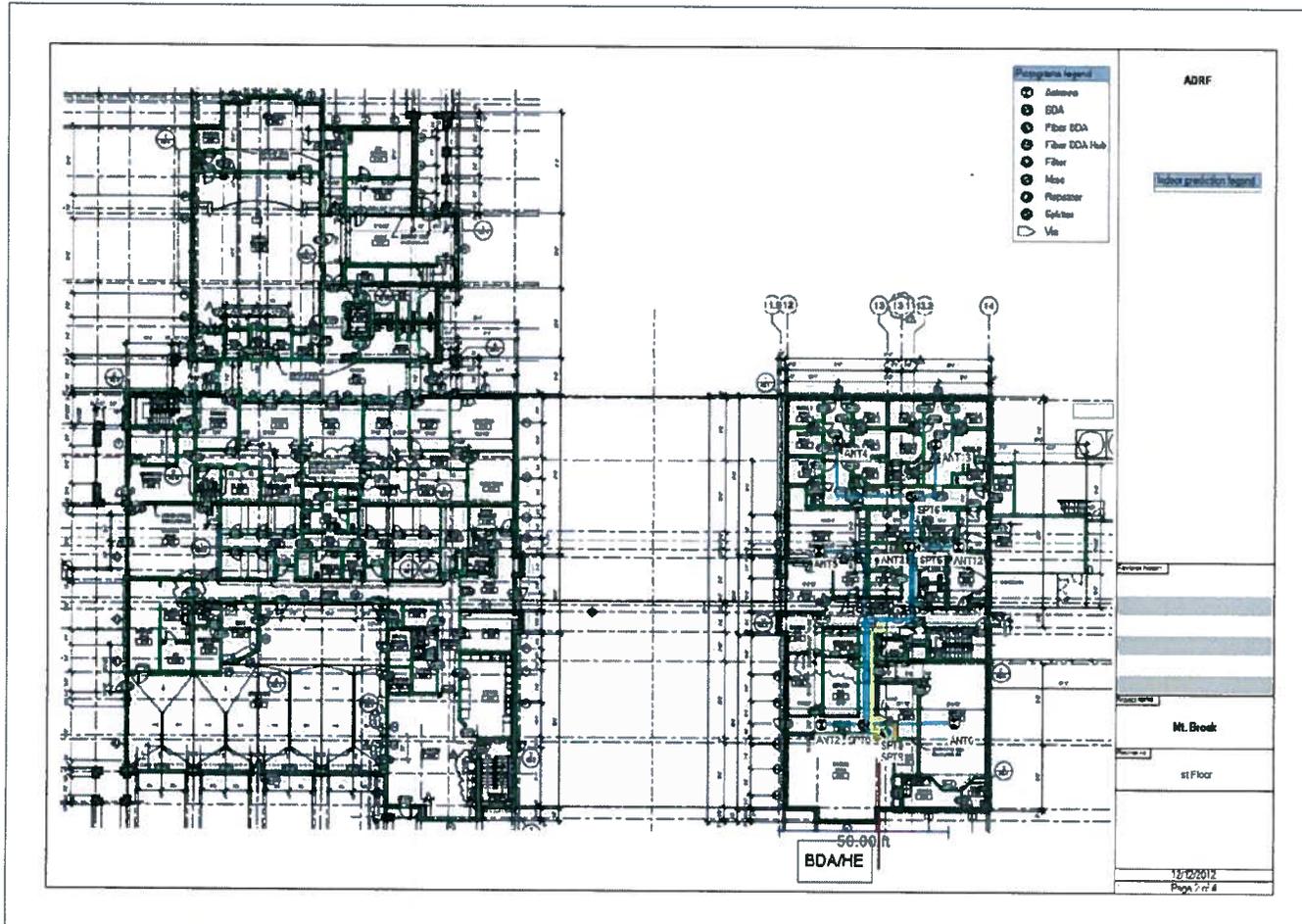
Building	Floor	Approximate Area(Square Footage)
Police Building	1	7600
Police & Fire Building	Parking	27,500

SYSTEM DESCRIPTION

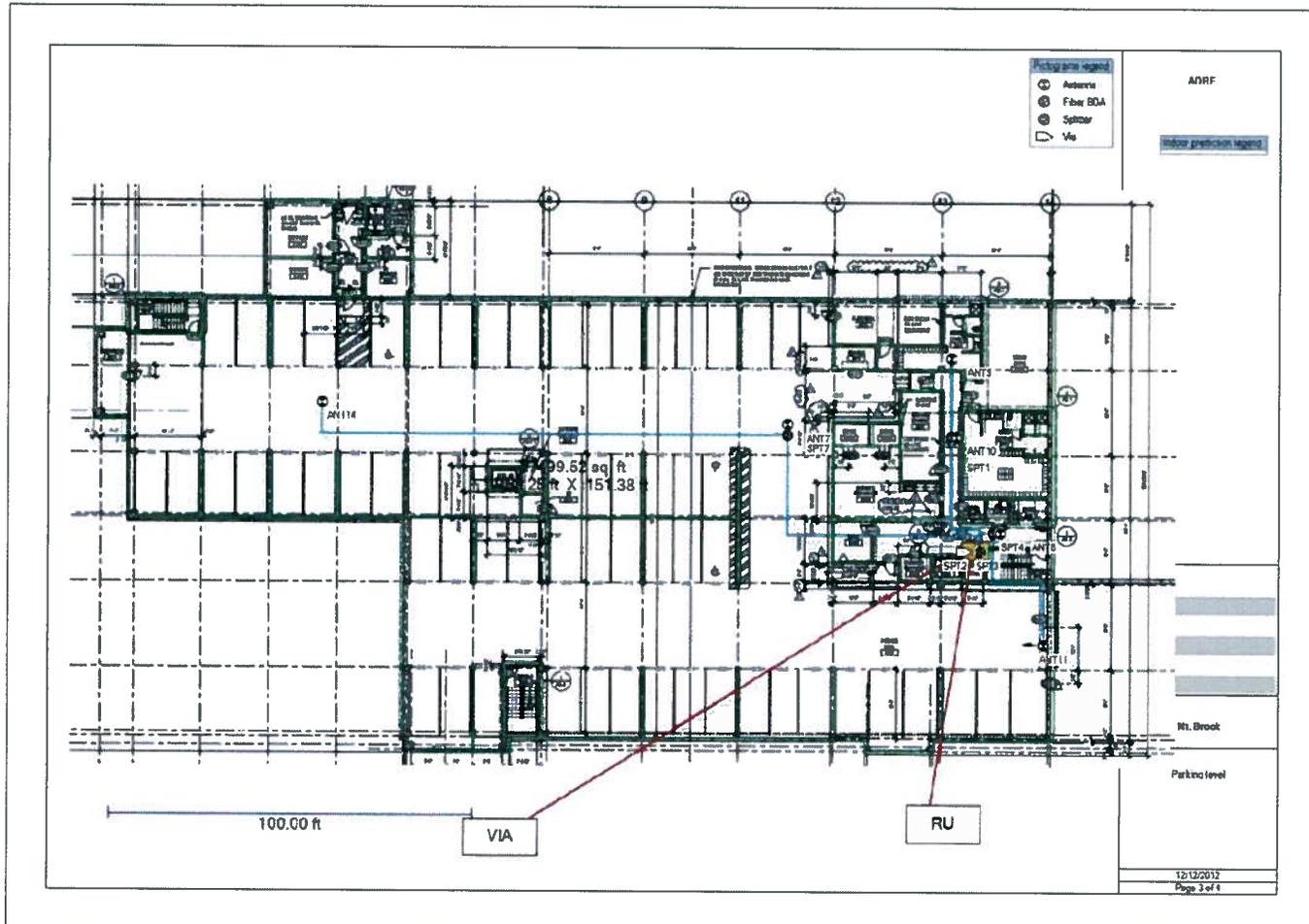
System Design



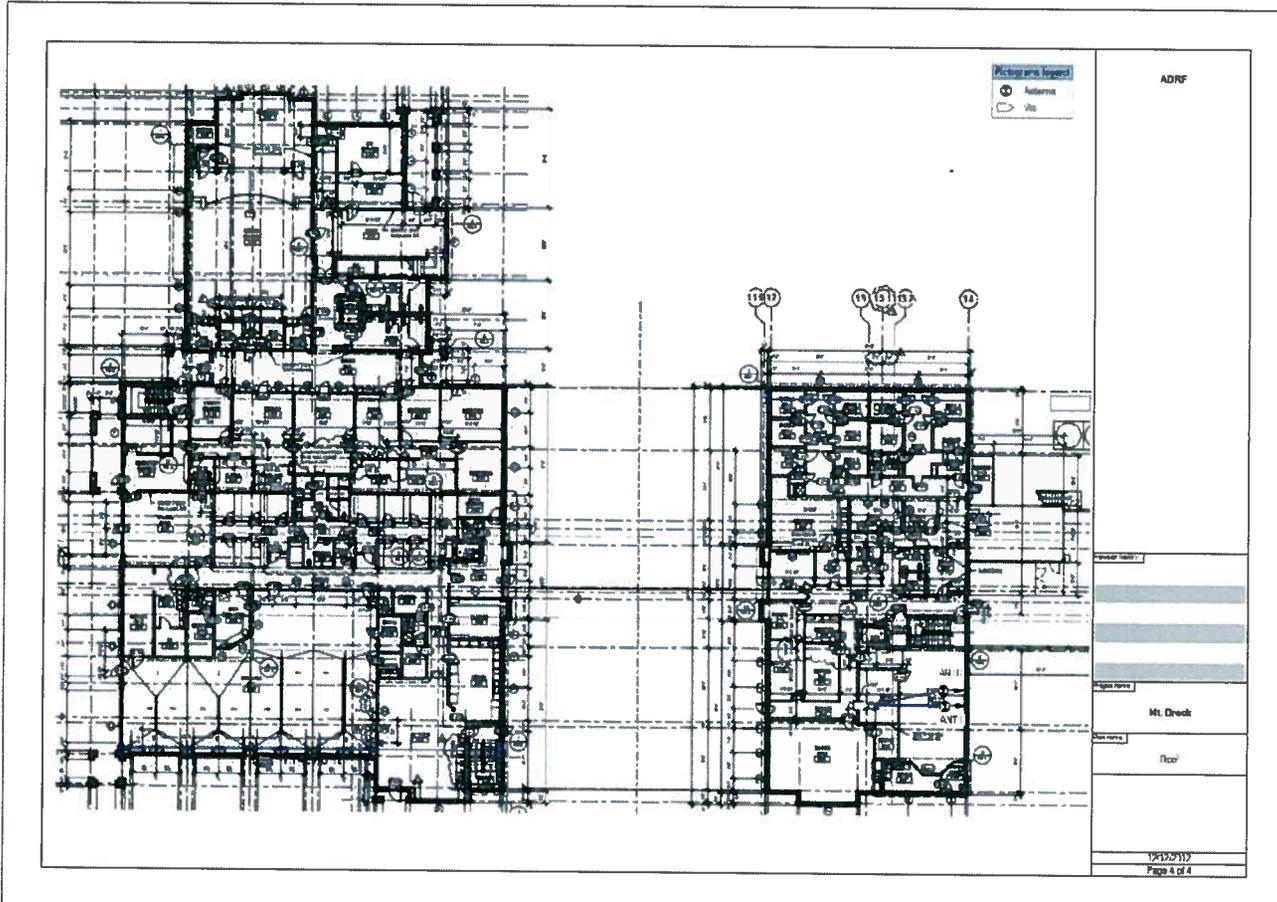
1st Floor



Parking

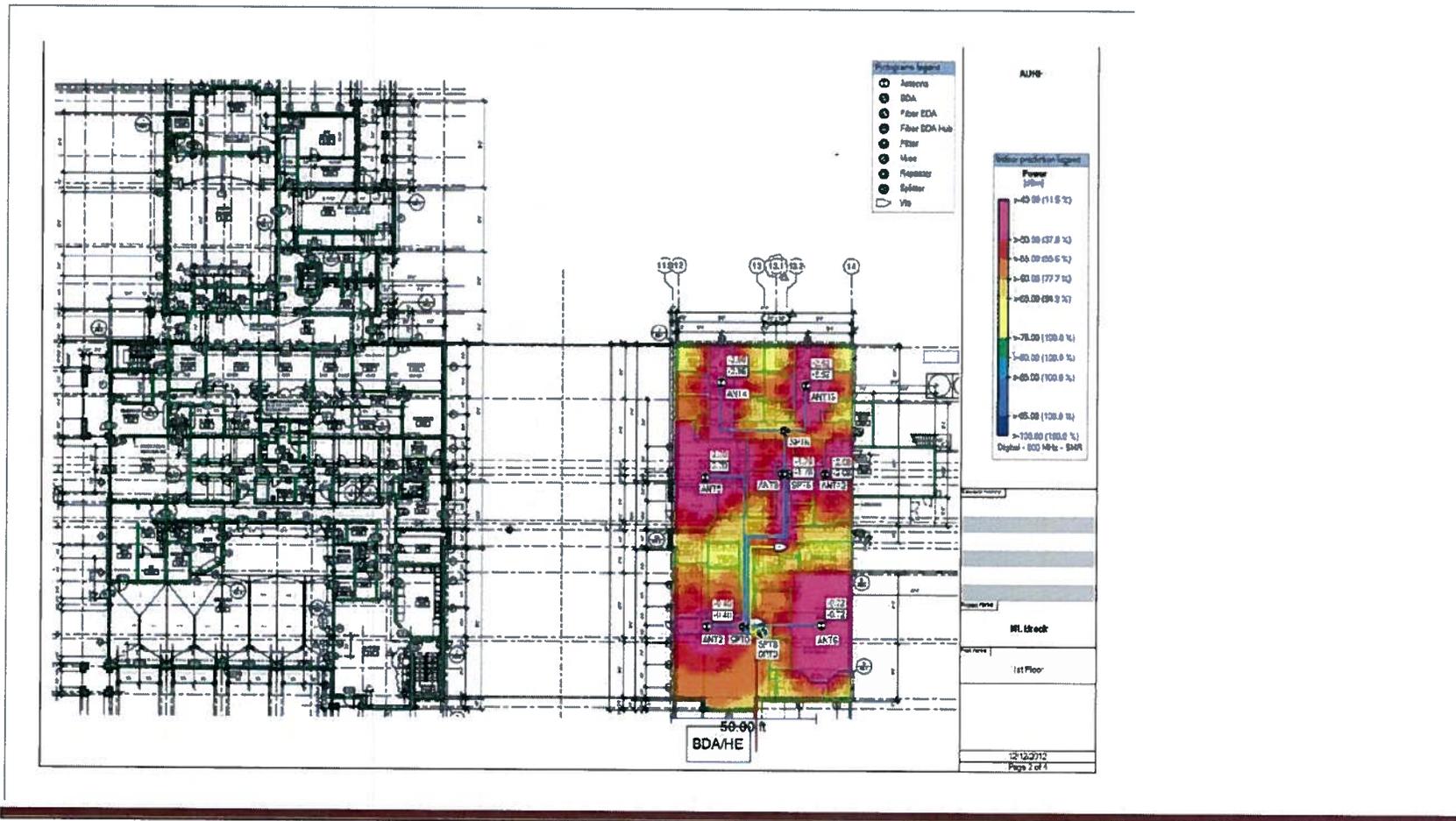


Roof Top

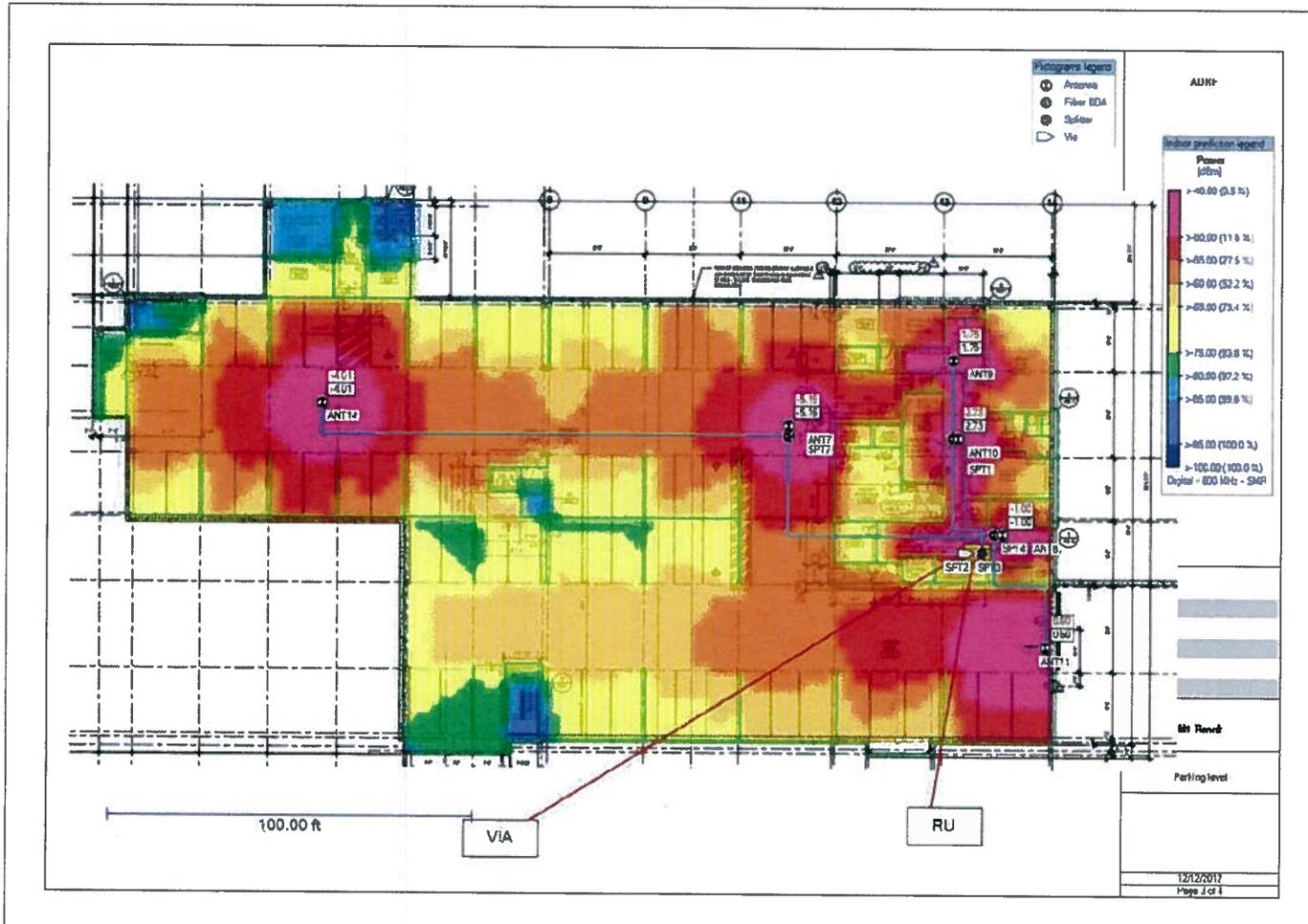


PROPAGATION PLOTS

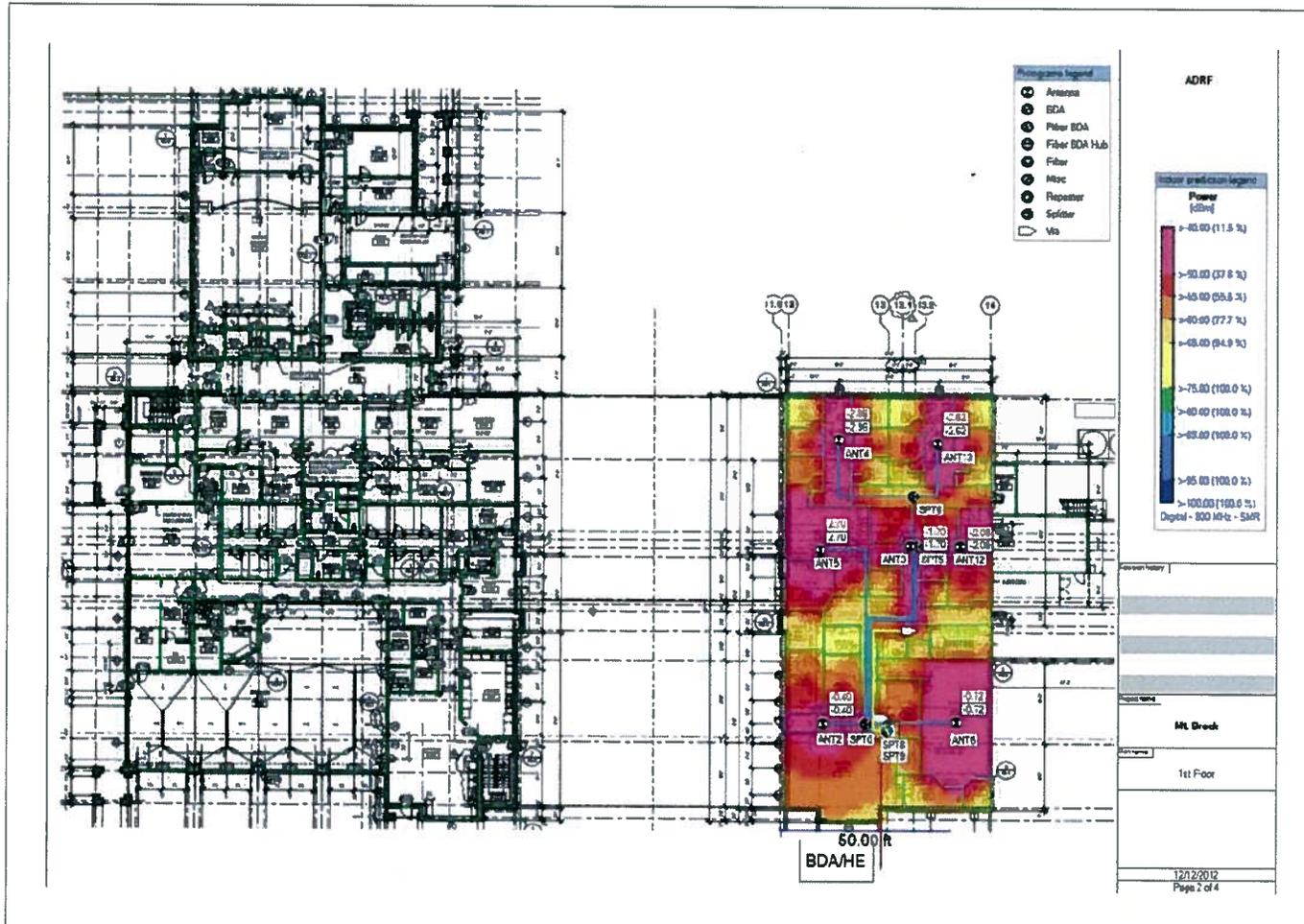
Smart Zone PS-800 – 1st Floor



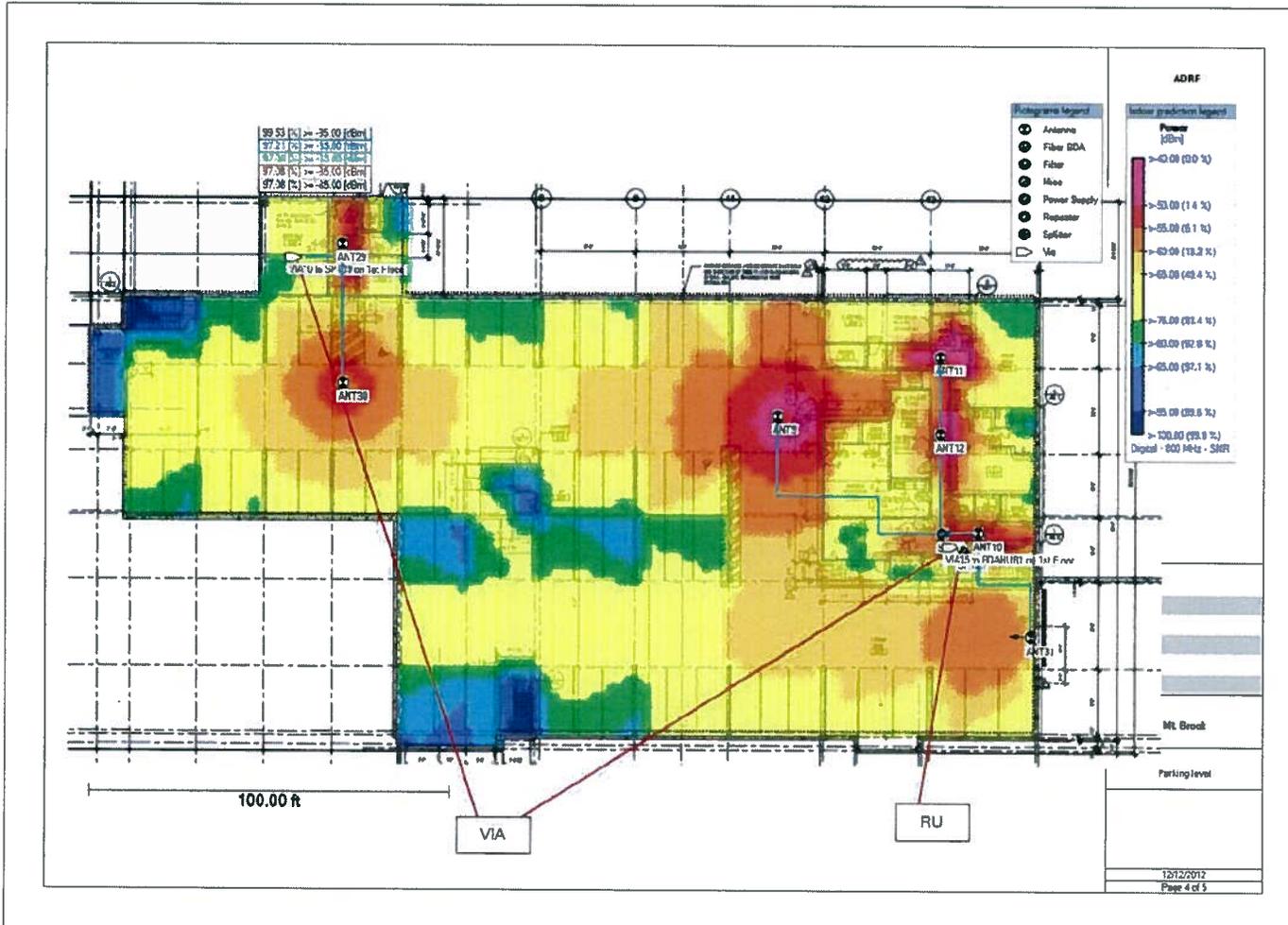
Smart Zone PS-800 – Parking Level



So Linc PS-800 – 1st Floor



So Linc PS-800 – Parking



BILL OF MATERIALS

Mountain Brook: Bill of Materials

Manufacturer	Item	Part Number	Description	Quantity
Donor Antenna				
Andrew	Antenna	DB498	800/900 MHz Yagi	2
Rohn	Antenna Mount	ROH-FRM-125	Light Duty Non-Penetrating Roof Mount 60"x1-1/4" , FLAT ROOF MOUNT, 1- 1/4" OD MAST SIZE, ROOFTOP MOUNTS	2
Rohn	Antenna Mount	ROH-FRMMAT	42.5" X 36" x 1/8" thick Rubber Mat	2
Andrew	Sleeper Pad	MTS-CT-P4	Sleeper pad, 1/4" x 4" x 10'	2
Polyphaser	Lightning Protector	BFN	Mounting plate for DSXL series lightning protectors	2
Polyphaser	Lightning Protector	DSXL	700-2700 MHz Lightning DC Blocked Filter Protectors - N Female Connectors	2
Andrew	Coax Grounding Kit	AND-SG12-12B2U	Universal 1/2" coax grounding kit	2
Andrew	Weather Proofing Kit	245173	1/2" COAX COLD SHRINK WEATHER PROOFING KIT	2
Chatsworth	Rack	556084XUAL	19"x7" Universal Rack	1
Cross	Power Strip, Rack Mount	CW-PD915-R	Power Strip, Rack Mount 8 Outlet, Rear plug; 330v protection, 15 amp circuit	1
Signal Source				
Advanced RF Technologies	Repeater	Duo-i8030NM	SMR800/900 iDEN Repeater (80 dB max gain / 30 dBm composite output power)	2
ADX DAS				
Advanced RF Technologies	Head End	ADX-H-PKG-NMS	[ADX]-H-CHC, ADX-H-PSU, ADX-H-NMS; Channel Combiner, HE Power Supply, NMS w/ Chassis for ADX-H	1
Advanced RF Technologies	Head End	ADX-H-RFU-589	SMR 800MHz/900MHz Dual Band RF Unit	1
Advanced RF Technologies	Head End	ADX-H-OPT-4	Optic Unit (Head End) (4 Ports)	2
Advanced RF Technologies	Remote Unit	ADX-R-78P30M	1W Single Band PS700/PS800 Master RU	2
Advanced RF Technologies	Remote Unit	ADX-R-ADP	Power Adaptor Unit for Remote Unit	2
Advanced RF Technologies	Antenna	AD-QBO-698-2690	Multi-band Omni (2dBi Gain- up 960MHz/ 3dBi Gain- up to 2690MHz	12
Cellular Specialties, Inc	Coupler	CSI-AP/698/2.2/7-10 (7- 10dBi Quad Band Panel)	Indoor/Outdoor Panel Directional Quad-Band, 7dBi 698- 894, 10dBi 1710-2200	1

BILL OF MATERIALS CONTINUED

Fiber				
CWS	Fiber	CW-6P-SM-TB-ARM	6 Strand SM Armored Fiber (Plenum) (alternative to above)	250
Amphenol	Fiber Jumpers	Q21721-3M	Jumper, SC/APC-SC/APC, Single mode, Zip cord, 2mm jacket, 3 meters	2
Amphenol	Splice Tray	948-2777	Splice Tray for 24 fusion splices w heat shrink, no enclosure	3
CWS	Splice Enclosure	CW-WAC-2X	WALL enclosure, no adapters, pigtails, or splice trays: To hold splice tray only.	3
Cabling & Passives				
Andrew	1/2" Plenum Coax	AND-AL4RPV-50	1/2" foam plenum cable	900
Andrew	Cable	LDF4-50A	50 ohms - 1/2" coaxial cable - foam dielectric	250
Andrew	Coax Connector	L4TNM-PSA	N Male Positive Stop for LDF4-50A Low Density Foam Dielectric Cable	40
Advanced RF Technologies	Passive Component	ADRF-2WS-1W-N	Power Divider 2way - N Female 1W	8
Advanced RF Technologies	Passive Component	ADRF-4WS-1W-N	Power Divider 4way - N Female 1W	1
Advanced RF Technologies	Passive Component	ADRF-DCPL-6-N	6 dB Directional Coupler - 650-2700 MHz - N Connectors	3
Advanced RF Technologies	Jumper	JP-NM-RG400-NM-6	6ft: N-Type Male to N-Type Male RF Jumper	6
Advanced RF Technologies	Jumper	JP-NM-RG142-SMAM-3	3ft: N-Type Male to SMA Male RF Jumper	4
Advanced RF Technologies	Jumper	JP-NM-RG142-NM-3	3ft: N-Type Male to N-Type Male RF Jumper	7
Commissioning & Optimization				
			Commissioning Assistance	1
TOTAL (NOT INCLUDING TAXES AND SHIPPING)				

SYSTEM OVERVIEW

- Provides indoor coverage enhancement for Public Safety 800 MHz (Southern Linc & Smart Zone) Wireless services.
- Powered by ADRF ADX Fiber Distributed Antenna System (DAS) platform.
- ADX DAS head end located on first floor of Police building.
- Two ADX remote amplifier locations, one co-located with the head end on first floor closet while one in separate locations on parking floor.
- Interface to Public Safety (Southern Linc & Smart Zone) networks via two independent off-air repeater systems, featuring Duo-i8030NM supported by outdoor Yagi donor antennas.
- Duo system is co-located with the ADX head end.
- (12) Indoor coverage antennas
- Combination of coaxial and fiber optic cable signal distribution

EXHIBIT B

SCOPE OF WORK

- Gathering of Requirements
 - Venue information from customer
 - Detailed carrier information from wireless service providers
- Design
 - Site walk
 - RF Design using iBwave
 - Carrier and Customer Approval
- Installation and Commissioning
 - Per manufacturer and industry best practices
 - Per local electrical and telecommunication standards
- Testing
 - Walk test performed to document coverage objectives met using industry standard wireless test procedures
- Acceptance
 - Customer
 - Wireless service providers

ASSUMPTIONS

This proposal is based on the following assumptions:

GENERAL

- System design must be approved by Mountain Brook Municipal Complex and all supported wireless service providers.
- Wireless service providers must provide Mountain Brook Municipal Complex written permission to re-transmit their frequencies.
- Design changes resulting in Mountain Brook Municipal Complex or service provider review may result in additional costs.
- This proposal does not include donor line filters required to reject frequencies, other than Smart Zone or Southern Linc frequencies.
- Any changes to the project scope could result in additional costs.

LABOR

- No union labor is required.
- Permits are not required.
- Allcomm can utilize its preferred contractors for all installation labor.
- Mountain Brook Municipal Complex will provide secure storage area for staging and storage of hardware, materials and tools for duration of installation, as required.
- Asbestos monitoring and/or abatement are not required for any work inside the building.
- All installation areas are free from asbestos and other hazardous materials.
- Allcomm will perform all tasks during normal business hours, utilizing an eight hour work day.
- Allcomm and Mountain Brook Municipal Complex will create project schedule upon design approval.
- Mountain Brook Municipal Complex will coordinate with Allcomm to schedule access to hallways and rooms where cabling is required.

POWER

- Mountain Brook Municipal Complex will provide 120V, 20A standard power receptacle in equipment rooms, per design.
- Mountain Brook Municipal Complex will provide 120V, 20A power for fiber DAS head-end equipment and DAS remote equipment.
- UPS back-up power is not required.

SPACE AND LOCATION

- Mountain Brook Municipal Complex will allow Allcomm to mount antennas as required on the building rooftop.
- Mountain Brook Municipal Complex will allow Allcomm to mount in-building antennas visibly on the ceiling.
- Head end and repeaters will be rack mounted.
- Mountain Brook Municipal Complex will provide either a 4'x4' wall space or rack space as needed to mount fiber DAS remote amplifier.
- Head end and remote locations will be air-conditioned environment.

CABLING AND ANTENNAS

- Conduit will not be required.
- Plenum rated cabling is only required for indoor cabling.
- Core drilling will be provided by Mountain Brook Municipal Complex if required.
- Allcomm will not perform roof penetrations. If required, they will be performed by Mountain Brook Municipal Complex.

Signal Sources

Note that for in-building coverage systems, the interface to service provider networks is referred to as "Signal Source".

- So Linc & Smart Zone
 - Signal source will be via an over-the-air repeater system including rooftop antennas and bi-directional amplifiers.

PRICING

Description	Pricing
Equipment Subtotal	\$47,400.00
<ul style="list-style-type: none">• Antennas• Signal Source• ADX DAS• Fiber• Cabling	
Installation	\$17,500.00
<ul style="list-style-type: none">• Installation• Commissioning• Optimization	
System Total	\$64,900.00

EXHIBIT B

RESOLUTION NO. 2013-021

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the Mayor to execute a letter indicating conditional agreement by the City to lease an additional 831 square feet of land adjacent to the existing wireless communication tower located at the City's Public Works facility (Crown Castle ID: 874943), in the form as attached hereto as Exhibit A, such conditions being:

- 1) recommendation by the Planning Commission, and
- 2) review and mutual agreement of terms expressed in an "Amendment to the Ground Lease"

ADOPTED: This 11th day of February, 2013.

Council President

APPROVED: This 11th day of February, 2013.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on February 11, 2013 as same appears in the minutes of record of said meeting.

City Clerk



Crown Castle
12725 Morris Road Extension
Suite 400
Alpharetta, GA 30004

Tel: 678-366-1220
Fax: 678-259-2256
www.crowncastle.com

January 25, 2013

VIA UPS Overnight Delivery

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

Re: Tower Site located at 3589 East Street, Vestavia, AL 35243
Crown Site ID: 874943 – Mountain Brook Landfill
Request for Additional Ground Space – Expansion of Existing Compound

Dear City Manager:

Global Signal Acquisitions II LLC is reviewing options to improve the tower site referenced above. One of the options we are assessing includes leasing additional ground space from you.

Crown proposes to lease an additional 831 sq. ft. of ground space shown on the enclosed drawings. Crown is willing to pay an additional \$540.00/month rent for the additional ground space (831 sf x .65 sf). The \$540/month additional rent will commence upon utilization of the additional area and will expire at the same time the main lease between Crown and you expires.

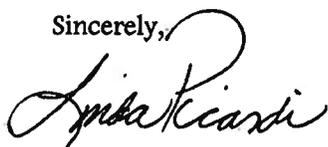
If this proposal is acceptable to you, please acknowledge your agreement by signing in the space provided and returning this letter to me in the enclosed, self-addressed stamped envelope. Once we receive this signed letter from you, we will complete our assessment of the need for the additional area, and will return an Amendment to the Ground Lease to you for review and execution once the need is confirmed.

If we do not receive a response from you by February 15, 2013, we will assume that you do not accept our offer and we will move forward with completing our assessment of this tower.

City Manager
City of Mountain Brook
Request for Additional Ground Space
Site ID: 874943 Mountain Brook Landfill
Page 2.

Should you have questions or comments, please do not hesitate to contact me at (678) 366-1235 or email me at Linda.Picardi@crowncastle.com.

Sincerely,



Linda Picardi
Property Specialist

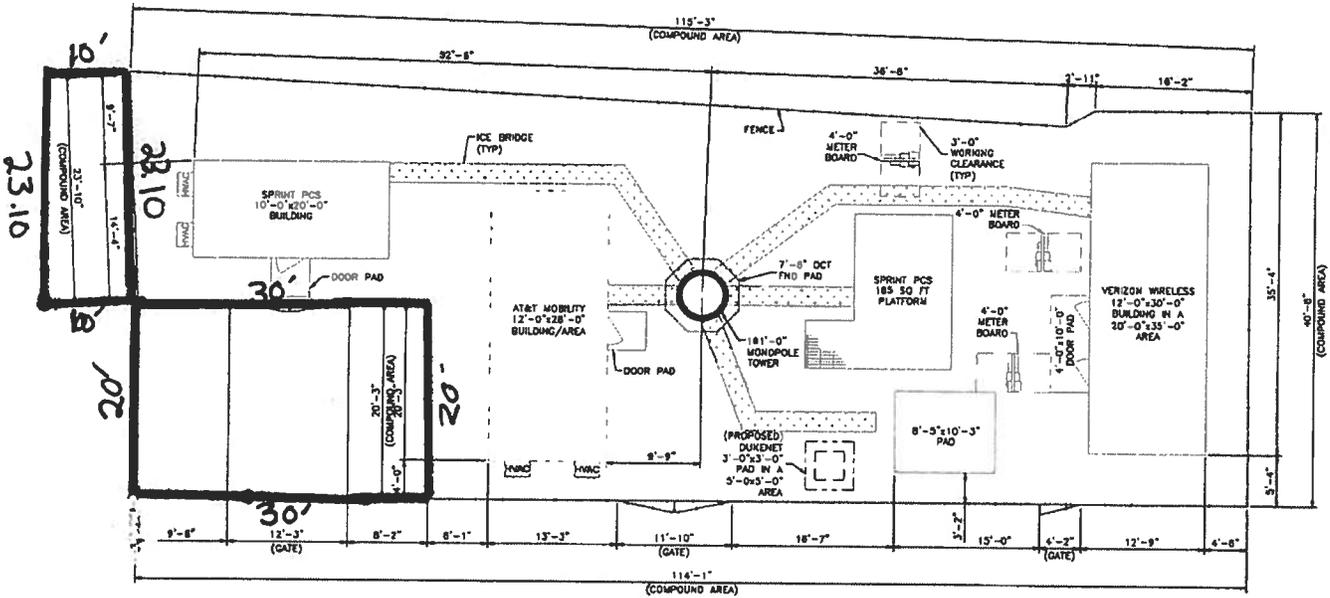
Enclosure: Site Plan Drawing of Expansion to Existing Compound

Agreed this _____ day of _____, 20013.

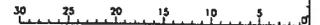
By: _____
City of Mountain Brook

Its: _____

Print Name: _____



BUSINESS UNIT: 874863



$$\begin{array}{r} 231 \text{ sq. ft.} \\ + 600 \text{ sq. ft.} \\ \hline \text{Total } 831 \text{ sq. ft.} \end{array} \quad \times .65 = \$540.00$$

RESOLUTION NO. 2013-022

BE IT RESOLVED by the City Council of the City of Mountain Brook that, at the meeting of the City Council to be held on Monday, March 11, 2013, at 7:00 p.m., in the [temporary] Council Chamber of the Mountain Brook City Hall, the City Council will hold a public hearing regarding the adoption of an ordinance amending the Lane Parke Planned Unit Development (PUD) master development plan previously approved by the Mountain Brook City Council (Ordinance No. 1871 adopted May 21, 2102).

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook that the City Clerk be, and he hereby is, authorized and directed to cause to be published not fewer than twenty-two (22) days prior to March 11, 2013, by posting in five (5) conspicuous places within the City of Mountain Brook, as follows: City Hall – 3928 Montclair Road, Gilchrist Drug Company - 2805 Cahaba Road, Joe Muggs Newsstand - 2037 Cahaba Road, Piggly Wiggly Food Store 4 - 93 Euclid Avenue, and The Invitation Place - 3150 Overton Road notices of said public hearing in words and figures substantially as follows:

“NOTICE OF PUBLIC HEARING

**PROPOSED REZONING
ZONING NOTICE**

Notice is hereby given that at a regular meeting of the City Council of the City of Mountain Brook to be held on Monday, March 11, 2013, at 7:00 p.m., in the temporary Council Chamber of the Mountain Brook City Hall located at 3928 Montclair Road, Suite 230, Mountain Brook, Alabama 35213, the City Council will hold a public hearing regarding a proposal that the City Council adopt an ordinance in words and figures substantially as follows:

‘ORDINANCE NO.

**AN ORDINANCE TO AMEND LANE PARKE DEVELOPMENT
PLAN PREVIOUSLY APPROVED BY ORDINANCE 1871**

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

1. Development Standards. The Master Development Plan and the materials submitted by the applicant, as required by Section 129-265 of the Mountain Brook City Code, as approved upon the adoption of Ordinance 1871 dated May 21, 2012 are hereby amended to include the changes specified in Exhibit A attached hereto.

2. Description of Affected Property. The property that is the subject of the rezoning approved by this ordinance is described as follows:

A parcel of land being situated in the Northeast quarter of the Northwest quarter and the Southeast quarter of the Northwest quarter of Section 8, Township 18 South, Range 2 West, more particularly described as follows:

Begin at the Southwest Corner of the Northeast Quarter of the Northwest Quarter of Section 8, Township 18 South, Range 2 West; being the Point of Beginning; thence run Northerly along the West line of said Quarter - Quarter a distance of 665.12 feet; thence right 91°-08'-04" a distance of 1325.11 feet; thence right 88°-58'-55" a distance of 74.22 feet; thence right 37°-49'-05" a distance of 736.41 feet; thence right 52°-46'-30" a distance of 62.37 feet; thence right 00°-14'-22" a distance of 179.92 feet; thence left 90°-58'-32" a distance of 355.39 feet; thence right 88°-43'-29" a distance of 24.53

2013-022

feet; thence left 87°-29'-35" a distance of 139.13 feet; thence right 89°-27'-49" a distance of 14.61 feet; thence left 117°-30'-00" a distance of 175.92 feet; thence right 84°-32'-17" a distance of 46.85 feet; thence tangent to a curve to the left having a radius of 1243.26 feet and a central angle of 9°-20'-05" along the curve an arc distance of 202.55 feet; thence right 62°-49'-52" from the tangent of said curve a distance of 329.33 feet; thence tangent to a curve to the left having a central angle of 18°-00'-50" and a radius of 66.12 feet an arc distance of 20.79 feet; thence left 2°-03'-01" to the tangent of a curve to the left having a central angle of 34°-34'-36" and a radius of 60.77 feet, an arc distance of 36.67 feet; thence continue from the tangent of said curve a distance of 45.64 feet; thence right 90°-00'-00" a distance of 119.49 feet; thence right 33°-25'-36" a distance of 245.11 feet; thence right 0°-00'-42" a distance of 377.82 feet to the Point of Beginning.

Said Parcel contains 27.59 acres more or less.

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

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

5. 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."

BE IT FURTHER RESOLVED that the City Clerk be, and he hereby is, further authorized and directed to give written notice of the hearing to the owners of the property located in whole or in part within 500 feet from the boundaries of the property described in this resolution in the form and manner and within the time required by Act No. 1123 of the 1973 Regular Session of the Legislature of Alabama.

BE IT FURTHER RESOLVED that the City Clerk be, and he hereby is, further authorized and directed to publish one insertion of the Notice herein above set out, which includes the proposed ordinance, one time, not less than twenty-two days prior to the public hearing provided for therein, in The Birmingham News, a newspaper of general circulation in the City of Mountain Brook, and one week after such first insertion to cause to be published again in said newspaper a synopsis of said proposed ordinance in lieu of a full copy of the same, which synopsis shall refer to the date and name of the newspaper in which the proposed ordinance was published in full.

ADOPTED: This 11th day of February, 2013.

Council President

APPROVED: This 11th day of February, 2013.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on February 11, 2013, as same appears in the minutes or record of said meeting.

I further certify that copies of the resolution above were posted on February ____, 2013 in five (5) conspicuous places within the City of Mountain Brook, as follows:

City Hall, 3928 Montclair Road, Suite 138
Gilchrist Pharmacy, 2805 Cahaba Road
Joe Muggs Newsstand, 2037 Cahaba Road
Piggly Wiggly, 93 Euclid Avenue
The Invitation Place, 3150 Overton Road

Steven Boone, City Clerk

EXHIBIT A

DESIGN STANDARDS & PATTERN BOOK

RESIDENTIAL BUILDINGS

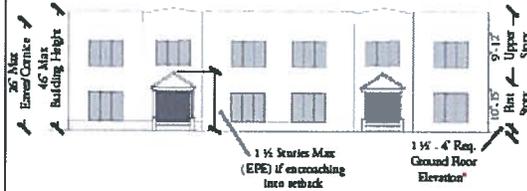
MASSING NOTES

NOTES

Transparency

- On the face fronting the primary street, hereafter called the "Primary Facade", the first story shall have a transparency of 15% to 40% of the facade.
- On the Primary Facade, each upper story shall have a transparency of 15% to 40% of the facade.
- Bay windows and balconies may extend up to 5' over the front building line on upper stories, and shall extend a minimum of 3' and a maximum of 5' from the building facade.
- Each building shall have at least one Enhanced Primary Entrance (EPE).

2 STORY BUILDINGS



* For buildings fronting on Park Lane Court South and/or Main Street, ("Leasing" office in residential component excluded).

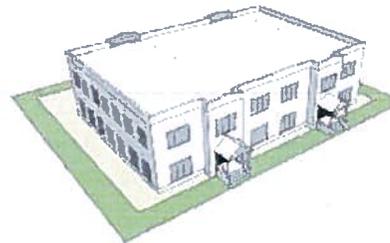
Pitched Roof Massing

- For buildings fronting on Park Lane Court South and/or Main Street, ground floor elevation is required to be 1.5' to 4' above grade at front building line. ("Leasing" office in residential component excluded).
- Two story buildings with a pitched cornice shall have a maximum cornice/eaves height of 26'. Three story buildings shall have a maximum cornice/eaves height of 36'. Four story buildings shall have a maximum cornice/eaves height of 46' with a maximum building height of 66'.
- Acceptable roof pitch range is 5:12 to 14:12.
- Pitched roofs must not extend more than 20' above the eaves.
- Pitched roof structures may contain additional floor area which may be occupied without counting towards the story maximum for purposes of the Regulating Plan, provided any additional floor area is associated with and accessory to the floor area of the inferior story. In this condition, the maximum cornice height may be exceeded by 3', provided that a transparency of 15% to 45% is provided for the half-story through the use of dormers.



Flat Roof Massing

- Parapets must extend a minimum of 3' above the top of the roof structure if utilized.
- Parapets must occur within the maximum building height.
- Buildings or residential spaces with a flat roof and parapet are not required to have a cornice/eaves line distinct from the top of the parapet.
- All rooftop equipment shall fall within the permissible roof heights, be located away from slopes or areas exposed to the public street, and otherwise be screened from view from adjacent public streets or be incorporated into the skin of the building or internal to the block.



Bay Rhythm

- Differentiated bays should be expressed on each face of a building or residential space directly fronting a public space or street.
- Bays shall be a minimum of 25' and a maximum of 50' wide on Primary Frontages. On any facade that is visible from a public right of way that is directly adjacent to an area of Primary Frontage, at least one bay shall be articulated on the corner adjacent to the Primary Facade. Where these facades are over 60' in length, they must have architectural articulation, such as bays or pilasters, for at least 20% of the facade in addition to the first bay adjacent to the Primary Facade.



EXHIBIT A

DESIGN STANDARDS & PATTERN BOOK

MASSING DIAGRAMS

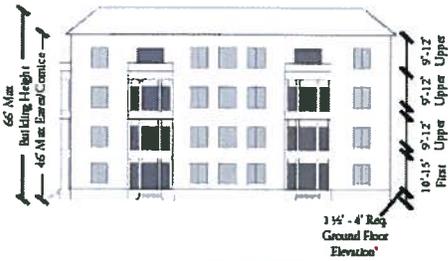
RESIDENTIAL BUILDINGS

3 STORY BUILDINGS

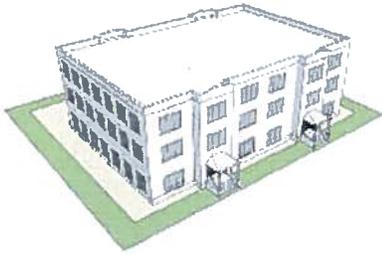


* For buildings fronting on Park Lane Court South and/or Main Street, ("Leasing" office in residential component excluded).

4 STORY BUILDINGS



* For buildings fronting on Park Lane Court South and/or Main Street, ("Leasing" office in residential component excluded).



AS AMENDED, MARCH 11, 2013

MINDFUL OF THE PAST, LOOKING TO THE FUTURE



INTEROFFICE MEMORANDUM

TO: SAM GASTON, CITY MANAGER
FROM: STEVEN BOONE
SUBJECT: FLEXIBLE BENEFIT PLAN CHECKING ACCOUNT
DATE: FEBRUARY 8, 2013
CC: MAYOR AND MEMBERS OF THE CITY COUNCIL

The City utilizes (pursuant to IRS regulation) a separate non-interest bearing checking account for its Flexible Benefit ("cafeteria") Plan. The City's third-party administrator writes the checks which are signed and distributed by the City. Cafeteria Plan participants are also issued debit cards which are used for allowable medical expenses. The debit card transactions post directly to the checking account. The City maintains a zero balance in this checking account and utilizes an automatic sweep to deposit whatever funds are necessary to cover checks and debit transactions.

I propose to switch the Flexible Benefit Plan checking account to our primary financial institution to facilitate the automatic sweeps. Doing so will allow the City to further reduce the services provided by the current bank thereby lowering the City's monthly bank fees.

Attached is a resolution authorizing the establishment of a non-interest bearing checking account to be used for the City's Flexible Benefit Plan. Once opened, the existing checking account shall be closed.

RESOLUTION NO. 2013-023

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes establishment of the "City of Mountain Brook Flexible Benefit Plan" non-interest bearing checking account at Iberia Bank (and the closure of the existing Flexible Benefit Plan checking account #632589).

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of the Zero/Target Balance Account Services Agreement, in the form as attached hereto as Exhibit A.

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of such other documents required by Iberia Bank for the establishment of such checking account including the execution of signature authorizations to include either the City Manager or Finance Director.

ADOPTED: This 11th day of February, 2013.

Council President

APPROVED: This 11th day of February, 2013.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on February 11, 2013 as same appears in the minutes of record of said meeting.

City Clerk

ZERO/TARGET BALANCE ACCOUNT SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made by and between IBERIABANK ("Bank"), a state chartered bank organized under the laws of Alabama(State), with its principal banking office at 200 West Congress Street, Lafayette, LA 70501, and The City of Mountain Brook ("Company), with its principal place of business at 3928 Montclair Road, Suite 138 ("Address"),Mountain Brook ("City" AL ("State")) .

In consideration of the promises and covenants contained herein, Bank and Company hereby agree as follows:

1. (a) The Company desires to establish a zero/target balance account services agreement that will enable it to concentrate its cash in one central demand deposit account at Bank (the "Master Account") and will provide for the automated transfer of funds from the Master Account to certain subsidiary accounts maintained by Company at Bank (collectively referred to as "Zero/Target Balance SubAccounts") in which no day-to-day balances will be maintained unless a Target Balance is indicated below. Company requests that Bank from time to time transfer funds via an automated paperless entry between the Master Account, identified below, and in the Zero/Target Balance SubAccounts listed below:

Master Account Titled	Account Number
Operating	20000469947

Zero/Target Balance Sub-Accounts Titled	Sub Account Number(s)	Target Balance
Flexible Benefit Plan	20000825123	\$0.00
		\$ _____
		\$ _____

-

Deposits may be made to and checks may be drawn from time to time on any one or more of the Zero/Target Balance SubAccounts. On any day on which the amount of items drawn on a Zero/Target Balance SubAccount and presented to the Bank for payment exceeds the collected balance in the Zero/Target Balance Account, Bank is hereby authorized to transfer funds from Company's Master Account to the Zero/Target Balance SubAccount in an amount sufficient to pay those items.

- (b) On any day when the collected balance in a Zero/Target Balance SubAccount for which a Target Balance is indicated above falls below the designated amount, Bank is authorized to transfer funds from the Master Account to the appropriate SubAccount in the amount necessary to increase the SubAccount balance to the indicated Target Balance.
 - (c) On any day when the collected balance in a Zero/Target Balance SubAccount for which a Target Balance is indicated above exceeds the designated amount, Bank is authorized to transfer funds from that SubAccount to the Master Account in the amount necessary to reduce the SubAccount balance to the indicated Target Balance.
 - (d) Company acknowledges and represents that the Master Account and the Zero/Target Balance SubAccounts are *all* controlled by Company.
2. (a) Company agrees and represents that the collected balance in the Master Account will at all times be sufficient to cover the disbursement activity paid through the Zero/Target Balance SubAccounts.
- (b) Bank may decline to complete any transfer under this Agreement that would create an overdraft in the Master Account. However, when a transfer from the Master Account to fund payment of an item drawn on or maintain the Target Balance in a Zero/Target Balance SubAccount would create an overdraft in the Master Account, Bank has the discretion to elect, but is in no way obligated, to complete such transfer and thereby create an overdraft in the Master Account.
 - (c) Company shall accept all liability for and acknowledges any such overdraft as its direct and unconditional obligation, payable on demand, with interest and other charges at such rates as Bank may establish from time to time in its rules governing regular commercial checking accounts.

3. Bank agrees not to assess a penalty for the failure to maintain a balance in any Zero Balance SubAccount and further agrees that the Zero/Target Balance SubAccounts may be grouped with Company's other accounts, if any, in the analysis of its deposit account relationship for service charge purposes, if applicable.
4.
 - (a) Company acknowledges that every statement that the Bank provides for each of the Zero Balance SubAccounts will reflect a zero beginning balance and a zero ending balance, unless a Target Balance is indicated above for that SubAccount.
 - (b) Company agrees that it will promptly examine the statements for the Master Account and the Zero/Target Balance SubAccounts. Company agrees to report in writing to Bank within thirty (30) days after the statement date any discrepancies (1) between the records of the transactions on the Master Account statement and the transfers shown on the statements for the Zero/Target Balance SubAccounts or (2) between Company's records of such transfers and any of the statements. Failure to notify Bank of any such discrepancies within such time period will relieve Bank of any liability for such discrepancy.
5.
 - (a) Company acknowledges and agrees that any stop payment orders for checks drawn on the Zero/Target Balance SubAccounts will be accepted and processed by Bank in accordance with the rules governing Bank's regular commercial checking accounts.
 - (b) Company further acknowledges and agrees that the Zero/Target Balance SubAccounts and Master Account are subject to Bank's rules and regulations governing commercial checking accounts, a copy of which the Company acknowledges receiving and the terms of which are hereby incorporated herein by reference.
6. Bank shall incur no liability to Company in connection with its performance of services under this Zero/Target Balance Account Services Agreement so long as Bank acts in good faith and exercises ordinary care. Company agrees that Bank's occasional unintentional deviation from the procedures set forth herein or deviation in accordance with telephone instructions from Company shall not be deemed failure to exercise ordinary care or act in good faith. Bank shall not be liable for indirect, special, consequential, or punitive damages, foreseeable or non-foreseeable, even if Bank has been advised of the possibility of such damages. Bank shall not be liable for acts of God, war, interruption of communication facilities, acts of governmental authorities, acts of Company or third parties, or any other event or circumstance outside of reasonable control of Bank. The liability of Bank in all these instances shall be limited to the recovery of funds erroneously transferred or not transferred and/or interest lost thereon. Bank's liability for lost interest arising out of Bank's error or omission

in executing a fund transfer request shall be calculated by using the daily federal funds rate in effect at the New Orleans branch of the Federal Reserve Bank for the period involved. Bank shall not otherwise be liable for damages of any type. Company will indemnify Bank from and against any and all claims, demands, loss, liability or expenses, including attorneys' fees and costs, arising out of any third party claim against Bank in connection with Bank's performance under this Agreement.

7. Bank makes no warranties, expressed or implied, to Company in connection with the services provided under this Agreement including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose.
8. In consideration of the services to be performed by Bank hereunder, Company agrees to pay or compensate the Bank as set forth in Schedule A, attached hereto and incorporated herein. Bank may change the applicable fees upon thirty (30) days prior written notice to Company.
9. Company acknowledges that, by providing services under this Agreement, Bank does not assume any of the Company's obligations, if any, under the Electronic Fund Transfer Act, Regulation E of the Federal Reserve System, and all provisions promulgated thereunder, or any other applicable federal or state law or regulation, unless Bank has expressly agreed in writing to do so.
10. Until Bank has received from Company written notification to the contrary, Bank may rely upon any instruction or information which Bank reasonably believes, in its sole discretion, to emanate from Company's authorized representative, regardless of whether in fact it does.
11. In the event of any disagreement hereunder, or if conflicting demands or notices are made upon Bank relating to this Agreement or any item received by Bank hereunder, Bank may, at its option, refuse to comply with any claims or demands on it, or refuse to take any other action hereunder with regard to the subject matter of the dispute, so long as such dispute continues. In any such event, Bank shall not be or become liable to any person for its failure or refusal to act, and Bank shall be entitled to continue to so refrain from acting until (a) the rights of all parties shall have been fully and finally adjudicated by a court of competent jurisdiction, or (b) all differences shall have been settled and all doubt resolved by agreement among all of the interested persons. The rights of Bank under this paragraph are in addition to all other rights which it may have by law or otherwise.
12. This Agreement may be terminated at any time by either party hereto by giving not less than thirty (30) days prior written notice of such termination to the other party. Notwithstanding the foregoing, Bank may terminate this Agreement with such termination to be effective immediately upon notice to Company, if Company fails to comply with the terms of the Agreement, if Company fails to

pay when due any of the fees provided for in this Agreement, or if the Zero/Target Balance SubAccounts and/or Master Account are closed for any reason or are made subject to levy, garnishment, attachment or similar process. No termination of this Agreement shall affect the rights or obligations of either party which may have arisen or accrued prior to such termination or expiration. The provisions of Paragraph 6 shall survive the termination or expiration of this Agreement.

13. Unless otherwise provided herein or in the Bank's rules governing commercial checking accounts, all notices or other communications hereunder must be in writing. All such notices shall be deemed effective when delivered by hand or sent by first class mail, postage prepaid, to such address appearing above, or to such other addressees as either party may specify in writing to the other party.
14. No waiver of any provisions hereunder shall be binding unless such waiver shall be in writing and signed by the party alleged to have waived such provision. Any waiver by either party of any defaults hereunder shall not operate as a waiver of succeeding defaults.
15. If one or more provisions of this Agreement should be or is declared to be illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions of this entire Agreement shall not be affected or impaired thereby; provided, however, that should this entire Agreement be declared illegal, invalid or unenforceable or should any regulatory agency direct Bank to discontinue providing services hereunder, the parties agree that the payments or credits due up to that time shall be remitted or made, and this Agreement shall thereafter be immediately terminated without liability to either party.
16. (a) This Agreement, and the documents referenced herein, constitute the entire understanding of the parties with respect to the subject matter hereof, and all prior negotiations, agreements and representations are merged herein. Except as otherwise provided herein, this Agreement may not be modified except in writing signed by an authorized representative of each party.

(b) If the Company is signing this Agreement on behalf of separate corporate entities or subsidiaries as well as on its own behalf, the Company hereby represents and warrants to the Bank that it has received and delivered to Bank evidence of its proper authorization or powers of attorney from each of such separate corporate entities listed on Schedule B, attached hereto and referenced herein, and that it has full power and authority to bind such entities to the terms of this Agreement.
17. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative and same shall be effective as of the date of execution and acceptance by Bank, as set forth below.

	COMPANY
Date: _____	By: _____
	Title: _____
	IBERIABANK
Date: _____	By: _____
	Treasury Management Sales Officer
	Title: _____
Date: _____	By: _____
	Commercial Officer
	Title: _____

SCHEDULE A

PRICING SCHEDULE

\$35.00/per month	First Account (Primary)
\$5.00/per month	Each Additional Account

223698.1