

**MOUNTAIN BROOK CITY COUNCIL
MEETING AGENDA**

**CITY HALL COUNCIL CHAMBER
56 CHURCH STREET
MOUNTAIN BROOK, AL 35213**

MAY 13, 2013, 7:00 P.M.

1. Proclamation: National Public Works Week.
2. Present William Thornton, Staff Writer for the Birmingham News, with the 2013 Alabama Chapter of the American Planning Association's award for "Outstanding Media Coverage" of the Lane Parke project.
3. Approval of the minutes of the April 22, 2013 regular meeting of the City Council.
4. Consideration: Resolution recommending the issuance of an 020 – Restaurant Retail Liquor license to Deborah Stone Ventures LLC (dba\The Pantry) located at 17 Dexter Avenue.
5. Consideration: Resolution recommending the issuance of an 020 – Restaurant Retail Liquor license to Tracy's Fine Foods, LLC (dba\Tracy's Restaurant) located at 75 Church Street.
6. Consideration: Resolution authorizing the City's participation in the 2013 Sales Tax Holiday, beginning at 12:01 a.m. on Friday, August 2, 2013, and ending at twelve midnight on Sunday, August 4, 2013, whereby the City of Mountain Brook will exempt certain school supplies, computers, and clothing from municipal sales or use tax in conformance with the time period, terms and conditions, and definitions as provided for the "State of Alabama Sales Tax Holiday".
7. Consideration: Resolution authorizing the execution of an amended professional services agreement with Sain Associates for engineering and surveying services with respect to the Phase 9 sidewalk project.
8. Consideration: Resolution awarding the bid for scheduled maintenance of the City's mechanical systems and authorize the execution of an agreement for same.
9. Public hearing: Consideration of an ordinance permanently rezoning to Estate District a 10-acre undeveloped residential lot owned by Morris-Shea Bride Co., Inc. which is located in the vicinity of Spring Rock Road at Brandywood Drive from its current temporary Estate District zoning classification – 5001 Spring Rock Road.
10. Announcement: Mayoral appointment to the Planning Commission.
11. Announcement: The next regular meeting of the City Council is Tuesday, May 28, 2013, at 7 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.
12. Other business.
13. Comments from residents.
14. Adjourn.

PROCLAMATION

WHEREAS, our Public Works infrastructure, facilities and services are of vital importance to sustain communities and to the health, safety and well-being of the people of the City of Mountain Brook, Alabama; and

WHEREAS, such facilities and services could not be provided without the dedicated efforts of those Public Works professionals from state and local governments, as well as the private sector, who are responsible for planning, designing, building, operating, and maintaining the transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential to serve our residents; and

WHEREAS, it is in the public interest for the citizens, civic leaders and children in the United States of America to gain knowledge of and to maintain a progressive interest and understanding of the importance of Public Works and its programs in their respective communities; and

WHEREAS, the year 2013 marks the 53rd annual National Public Works Week sponsored by the American Public Works Association; and

NOW, THEREFORE, I, Lawrence T. Oden, Mayor of the City of Mountain Brook, Alabama, do hereby proclaim the week of May 19 through May 25, 2013 as

“National Public Works Week”

and I urge all of our residents to join with representatives of the American Public Works Association and government agencies in activities and ceremonies designed to pay tribute to our Public Works professionals and to recognize the substantial contributions they have made to our national health, safety, welfare and quality of life.

Given under my hand and the City of Mountain Brook, Alabama, on this 13th day of May, in the year of our Lord, 2013, and of the Independence of the United States of America, the 237th.

Lawrence T. Oden, Mayor

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
APRIL 22, 2013**

The City Council of the City of Mountain Brook, Alabama met in public session in the temporary City Hall at 6:15 p.m. on Monday, the 22nd day of April, 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 Pro Tempore
 Jack D. Carl
 William S. Pritchard III
 Jesse S. Vogtle, Jr.
 Lawrence T. Oden, Mayor

Absent: Virginia C. Smith, Council President

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

1. AGENDA

1. Crestline Rocks event for September 7th in Crestline Village - Allene Neighbors of Preschool Partners and Will Haver of Taco Mama. [Motion No. 2013-070 was added to the formal agenda.]
2. Mountain Brook Chamber of Commerce Semi-Annual Report to the Mayor and City Council - Suzan Doidge, Chamber Director and Terry Chapman, Chamber President [Appendix 1].
3. Engineering and Survey design for Phase 9 sidewalk project – Ben Burmester of Sain Associates. [The proposal is to be revised to reflect a change in scope to allow the gathering of input from the affected residents. This revised proposal will be reviewed at the May 13, 2013 meeting of the City Council.]
4. Consider removal of the two newspaper racks at the corner of Dexter and Church in Crestline Village in order to study location and configuration/design of a potential public information board for a Leadership Mountain Brook student project-Dana Hazen. [No action to be taken at this time pending further study and analysis.]

After the City Council's review of the formal [7 p.m.] agenda issues, President Pro Tem Carter adjourned the meeting.

Steven Boone, City Clerk

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA
APRIL 22, 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 22nd day of April, 2013. The President Pro Tem of the City Council called the meeting to order and the roll was called with the following results:

Present: Amy G. Carter, Council President Pro Tempore
Jack D. Carl
William S. Pritchard III
Jesse S. Vogtle, Jr.
Lawrence T. Oden, Mayor

Absent: Virginia C. Smith, Council President

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

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

1. CONSENT AGENDA

Council President Pro Tem 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 April 8, 2013 meeting of the City Council.

2013-068	Set a public hearing for Tuesday, May 28, 2013 at 7 p.m. to consider an ordinance amending Section 129-192(b) of the City Code to allow veterinary/animal grooming uses as a conditional use in the Local Business district.	Exhibit 1
2013-069	Recommend to the ABC Board their issuance of a special event license to La Paz for its Cinco de Mayo celebration in their parking lot on May 4, 2013.	Exhibit 2, Appendix 1
2013-070 Motion	Authorize the City Manager to approve the Crestline Rocks special event permit application subject to the applicant's relocation (away from Dan Watkins Drive) of the "Touch-the-Truck" attraction.	Appendix 2

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

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

Nays: None

Council President Pro Tem Carter thereupon declared that said minutes, and resolutions (nos. 2013-068 through 2013-069) and Motion No. 2013-070 are adopted by a vote of 4—0 and, as evidence thereof, she signed the same.

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

Council President Pro Tem Carter announced that the next regular meeting of the City Council is Monday, May 13, 2013, at 7 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213. Please visit the City's web site (www.mtnbrook.org) for more information.

3. ADJOURNMENT

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

Steven Boone, City Clerk

EXHIBIT 1

RESOLUTION NO. 2013-068

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 Tuesday, May 28, 2013, at 7:00 p.m., in the Council Chamber of the Mountain Brook City Hall, the City Council will hold a public hearing regarding the adoption of an ordinance amending Section 129-192(b) of the City Code to allow veterinary/animal grooming uses as a conditional use in the Local Business district.

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 May 13, 2013, by posting in five (5) conspicuous places within the City of Mountain Brook, as follows: [temporary] 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 ZONING CODE NOTICE

Notice is hereby given that at a regular meeting of the City Council of the City of Mountain Brook to be held on Tuesday, May 28, 2013, at 7:00 p.m., in the Council Chamber of the Mountain Brook City Hall located at 56 Church Street, Mountain Brook, Alabama 35213, the City Council will hold a public hearing regarding a proposal that the City Council adopt an ordinance in words and figures substantially as follows:

‘ORDINANCE NO.

**AN ORDINANCE AMENDING SECTION 129-192(b) OF THE CITY CODE
TO ALLOW VETERINARY/ANIMAL GROOMING USES AS A
CONDITIONAL USE IN THE LOCAL BUSINESS DISTRICT**

RESOLUTION NO. 2013-072

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby recommends to the State of Alabama, Alcoholic Beverage Control Board, the issuance of a 020 – Restaurant Retail Liquor License to Deborah Stone Ventures, LLC, doing business as The Pantry, located at 17 Dexter Avenue, Mountain Brook, AL 35213.

BE IT FURTHER RESOLVED that the City Clerk is hereby instructed to forward a copy of this resolution to the State of Alabama, Alcoholic Beverage Control Board.

ADOPTED: This 13th day of May, 2013.

Council President

APPROVED: This 13th day of May, 2013.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City 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 May 13, 2013, as same appears in the minutes of record of said meeting.

City Clerk



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20130502103708102

Type License: 020 - RESTAURANT RETAIL LIQUOR **State:** \$300.00 **County:** \$300.00

Type License: **State:** **County:**

Trade Name: THE PANTRY **Filing Fee:** \$50.00

Applicant: DEBORAH STONE VENTURES LLC **Transfer Fee:**

Location Address: 17 DEXTER AVENUE MOUNTAIN BROOK, AL 35213

Mailing Address: 2006 DEAD HOLLOW RD N HARPERSVILLE, AL 35078

County: JEFFERSON **Tobacco sales:** NO **Tobacco Vending Machines:**

Sale of Products Containing Ephedrine: NO **Type Ownership:** LLC

Book, Page, or Document info: 20080212000057100 **Do you sell Draft Beer:** Y

Date Incorporated: 02/12/2008 **State incorporated:** AL **County Incorporated:** SHELBY

Date of Authority: 02/12/2008 **Alabama State Sales Tax ID:** R008295315

Name: **Title:** **Date and Place of Birth:** **Residence Address:**

Name:	Title:	Date and Place of Birth:	Residence Address:
DEBORAH D STONE 3734788 - AL	MEMBER	07/25/1958 CULLMAN, AL	7309 KINGS MTN CIR BIRMINGHAM, AL 35242

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
 Does ABC have any actions pending against the current licensee? NO
 Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
 Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
 Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
 Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of cooperation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
 Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
 Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: DEBORAH STONE
Business Phone: 205-803-3585
Fax:

Home Phone: 205-370-2774
Cell Phone: 205-370-2774
E-mail: STONEHOLLOWFARM@HUGHES.NET

PREVIOUS LICENSE INFORMATION:
Trade Name: THE PANTRY
Applicant: DEBORAH STONE VENTURES LLC

Previous License Number(s)
License 1: 010183237
License 2:



**STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION**



Confirmation Number: 20130502103708102

If applicant is leasing the property, is a copy of the lease agreement attached?

Name of Property owner/lessor and phone number: DEBORAH STONE VENTURES LLC 205-370-2774

What is lessors primary business? RETAIL

Is lessor involved in any way with the alcoholic beverage business? YES

Is there any further interest, or connection with, the licensee's business by the lessor? YES

Does the premise have a fully equipped kitchen? YES

Is the business used to habitually and principally provide food to the public? YES

Does the establishment have restroom facilities? YES

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO

Building Dimensions Square Footage: 1400 Display Square Footage:

Building seating capacity: 50 Does Licensed premises include a patio area? YES

License Structure: ONE STORY License covers: ENTIRE STRUCTURE

Number of licenses in the vicinity: 5 Nearest: 1

Nearest school: 4 blocks Nearest church: 8 blocks Nearest residence: 1 blocks

Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name: Violation & Date: Arresting Agency: Disposition:

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20130502103708102



Initial each

Signature page

DS

In reference to law violations, I attest to the truthfulness of the responses given within the application.

DS

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

In reference to Special Retail or Special Events retail license, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

DS

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

DS

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

DS

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print):

DEBORAH STONE

Signature of Applicant:

Deborah Stone

Notary Name (print):

Valencia Johnson

Notary Signature:

Valencia Johnson

Commission expires:

1-4-14

Application Taken **5-2-13**

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



**STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION**



Confirmation Number: 20130502103708102

Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

Is the lessor involved in any way with the alcohol beverage business?: LESSOR IS THE LICENSEE

Is there any further interest in, or connection with, the licensee's business by the lessor?: LESSOR IS THE LICENSEE



CITY OF MOUNTAIN BROOK

P. O. Box 130009
Mountain Brook, Alabama 35213-0009
Telephone: 205.802.2400
Facsimile: 205.879.6913
www.mtnbrook.org

May 14, 2013

Alabama ABC Board
211 Summit Parkway, Suite 106
Crescent Center
Homewood, AL 35209

Facsimile: (205) 942-3784

Gentlemen:

Attached is a copy of a resolution passed at the May 13, 2013, City Council meeting recommending the issuance of a 020 – Restaurant Retail Liquor license to:

Deborah Stone Ventures, LLC (dba\ The Pantry)
17 Dexter Avenue
Mountain Brook, AL 35213

If you have any questions, please call me at 802-3825.

Sincerely,

Steven Boone
City Clerk

Enclosure

RESOLUTION NO. 2013-076

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby recommends to the State of Alabama, Alcoholic Beverage Control Board, the issuance of a 020 – Restaurant Retail Liquor License to Tracy’s Fine Foods, LLC, doing business as Tracy’s Restaurant, located at 75 Church Street, Mountain Brook, AL 35213.

BE IT FURTHER RESOLVED that the City Clerk is hereby instructed to forward a copy of this resolution to the State of Alabama, Alcoholic Beverage Control Board.

ADOPTED: This 13th day of May, 2013.

Council President

APPROVED: This 13th day of May, 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 May 13, 2013, as same appears in the minutes of record of said meeting.

City Clerk



**STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION**



Confirmation Number: 20130508100851807

Type License: 020 - RESTAURANT RETAIL LIQUOR **State:** \$300.00 **County:** \$300.00

Type License: **State:** **County:**

Trade Name: TRACYS RESTAURANT **Filing Fee:** \$50.00

Applicant: TRACYS FINE FOODS LLC **Transfer Fee:**

Location Address: 75 CHURCH ST MOUNTAIN BROOK, AL 35213

Mailing Address: 75 CHURCH ST MOUNTAIN BROOK, AL 35213

County: JEFFERSON **Tobacco sales:** NO **Tobacco Vending Machines:**

Sale of Products Containing Ephedrine: NO **Type Ownership:** LLC

Book, Page, or Document info: LR201219, 19366 **Do you sell Draft Beer:** Y

Date Incorporated: 12/03/2012 **State incorporated:** AL **County Incorporated:** JEFFERSON

Date of Authority: 12/03/2012 **Alabama State Sales Tax ID:** R008497971

Name: **Title:** **Date and Place of Birth:** **Residence Address:**

JAMES W TRACY 3303850 - AL	MEMBER	06/16/1954 BIRMINGHAM, AL	2912 SURREY RD BIRMINGHAM, AL 35223

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of cooperation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: JAMES W TRACY

Business Phone: 205-803-3005

Fax:

Home Phone: 205-541-2495

Cell Phone: 205-541-2495

E-mail: jtracy7973@att.net

PREVIOUS LICENSE INFORMATION:

Trade Name:

Applicant:

Previous License Number(s)

License 1:

License 2:



**STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION**



Confirmation Number: 20130508100851807

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
 Name of Property owner/lessor and phone number: **GLORIA MANOR TRUST 205-249-3007**
 What is lessors primary business? **PROPERTY LEASING**
 Is lessor involved in any way with the alcoholic beverage business? **NO**
 Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

Does the premise have a fully equipped kitchen? **YES**
 Is the business used to habitually and principally provide food to the public? **YES**
 Does the establishment have restroom facilities? **YES**
 Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **YES**

Will the business be operated primarily as a package store? **NO**
 Building Dimensions Square Footage: **1500** Display Square Footage:
 Building seating capacity: **56** Does Licensed premises include a patio area? **YES**
 License Structure: **ONE STORY** License covers: **ENTIRE STRUCTURE**
 Number of licenses in the vicinity: **6** Nearest: **.1**
 Nearest school: **.2 miles** Nearest church: **1 miles** Nearest residence: **.1 miles**
 Location is within: **CITY LIMITS** Police protection: **CITY**

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:
JAMES W TRACY	PETTY LARCENY, 6/01/1980	GULF BREEZE, FL	NOL PROSS
JAMES W TRACY	DUI, 09/04/1982	BIRMINGHAM	DISMISSED



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20130508100851807

Initial each

Signature page

JT

In reference to law violations, I attest to the truthfulness of the responses given within the application.

JT

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

JT

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

JT

In reference to Special Retail or Special Events retail license, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

JT

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

JT

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

JT

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

JT

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

JT

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): **JAMES W. TRACY**

Signature of Applicant: *James W. Tracy*

Notary Name (print): **Ashley Pruitt**

Notary Signature: *Ashley Pruitt*

Commission expires: **June 29, 2017**

Application Taken: **5/8/13** App. Inv. Completed:
 Submitted to Local Government: **5/8/13**
 Received in District Office: **5/8/13** Reviewed by Supervisor:

Forwarded to District Office: **5/8/13**
 Received from Local Government:
 Forwarded to Central Office:

Receipt Confirmation Page

Receipt Confirmation Number: **20130508100851807**
Application Payment Confirmation Number: **5591058**

Payment Summary	
Payment Item	Fee
Application Fee for License 020	\$50.00
Total Amount to be Charged	\$50.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	County Fee	State Fee	Total Fee
020 - RESTAURANT RETAIL LIQUOR	\$300.00	\$300.00	\$600.00
			\$0.00
Total Amount to be Charged	\$300.00	\$300.00	\$600.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 020 - RESTAURANT RETAIL LIQUOR
License Type 2:
License County: JEFFERSON
Business Type: LLC
Trade Name: **TRACYS RESTAURANT**
Applicant Name: **TRACYS FINE FOODS LLC**
Location Address: 75 CHURCH ST
MOUNTAIN BROOK, AL 35213
Mailing Address: 75 CHURCH ST
MOUNTAIN BROOK, AL 35213
Contact Person: JAMES W TRACY
Contact Home Phone: 205-541-2495
Contact Business Phone: 205-803-3005
Contact Fax:
Contact Cell Phone: 205-541-2495
Contact Email Address:
Contact Web Address:

[Main Menu](#)

Application Payment Receipt Confirmation Page

Receipt Confirmation Number: 20130508100851807

Application Payment Confirmation Number: 5591058

Payment Summary	
Payment Item	Fee
Application Fee for License 020	\$50.00
Total Amount to be Charged	\$50.00

Application Information

Application Type: APPLICATION

License Type 1: 020 - RESTAURANT RETAIL LIQUOR

[Continue](#)

Technical Support: 866-353-3468 or support@alabamainteractive.org

Version 1.8.7



CITY OF MOUNTAIN BROOK

P. O. Box 130009
Mountain Brook, Alabama 35213-0009
Telephone: 205.802.2400
Facsimile: 205.879.6913
www.mtnbrook.org

May 14, 2013

Alabama ABC Board
211 Summit Parkway, Suite 106
Crescent Center
Homewood, AL 35209

Facsimile: (205) 942-3784

Gentlemen:

Attached is a copy of a resolution passed at the May 13, 2013, City Council meeting recommending the issuance of a 020 – Restaurant Retail Liquor license to:

Tracy's Fine Foods, LLC (dba\ Tracy's Restaurant)
75 Church Street
Mountain Brook, AL 35213

If you have any questions, please call me at 802-3825.

Sincerely,

Steven Boone
City Clerk

Enclosure

RESOLUTION NO. 2013-073

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that pursuant to Act No. 2006-574, beginning at 12:01 a.m. on Friday, August 2, 2013, and ending at twelve midnight on Sunday, August 4, 2013, the City of Mountain Brook will exempt certain school supplies, computers, and clothing from municipal sales or use tax. Said sales and use tax exemption shall conform with respect to the time period, terms and conditions, and definitions as provided for the "State of Alabama Sales Tax Holiday".

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Clerk is hereby instructed to send a certified copy of this resolution to the Alabama Department of Revenue, Attention: Wanda Robbins, Room 4311, Sales, Use & Business Tax Division, Post Office Box 327900, Montgomery, Alabama 36132-7900 as required by Sales Tax Holiday Rule 810-6-3-.65 and Code of Alabama 1975, §11-51-210(e).

ADOPTED: This 13th day of May, 2013.

Council President

APPROVED: This 13th day of May, 2013.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City 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 May 13, 2013, as same appears in the minutes of record of said meeting.

Steven Boone, City Clerk

RESOLUTION NO. 2013-074

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby accepts the professional services proposal submitted by Sain Associates, in the form attached hereto as Exhibit A, with respect to the Phase 9 Project [CMAQ-PE12()] sidewalk engineering and surveying services.

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 and such other documents that may be determined necessary with respect to said services all subject to review and approval by the City Attorney.

ADOPTED: This 13th day of May, 2013.

Council President

APPROVED: This 13th day of May, 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 May 13, 2013, as same appears in the minutes of record of said meeting.

City Clerk



May 8, 2013

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

SUBJECT: Mountain Brook Sidewalks – Phase 9
Project Number: CMAQ-PE12()
Mountain Brook, Alabama – SA #13-0005

Dear Sam:

We appreciate the opportunity to submit this proposal to provide consultant engineering and surveying services to Mountain Brook for the design of sidewalks on Brookwood Road, Crosshill Road, Woodvale Road, and Oakdale Road, and Oakdale Drive. At the City of Mountain Brook's request, the public involvement will be an initial scope item that will be performed prior to releasing the survey and design phases. Sain Associates will prepare the required contract plans in accordance with the Alabama Department of Transportation's (ALDOT) "*Plans Preparation Manual*" and "*Guidelines for Operations*". Geotechnical studies and pavement design will be provided by the Alabama Department of Transportation Third Division.

All work performed by Sain Associates will be coordinated with you. The work to be performed for this approximate 1.84 mile section in Jefferson County shall be to prepare plans for sidewalk construction as follows:

GENERAL PROJECT UNDERSTANDING FROM PROJECT SCOPING MEETING WITH ALDOT ON 2/8/13 AND PROJECT DRIVE THROUGH WITH CITY COUNCIL REPRESENTATIVES ON 3/6/13:

- 18 inch curb and gutter and sidewalk will be installed on the eastern side of Brookwood Road from the intersection of Westbury Road to Crosshill Road for a distance of approximately 0.7 miles. The curb and gutter will be installed approximately one to two feet inside the existing edge of pavement to reduce the impacts to the adjoining properties. The existing storm system will have to be modified and upgraded to current ALDOT standards.
- Sidewalk will be installed on the northeast side of Crosshill Road for approximately 0.5 miles from the intersection of Brookwood Road to Spring Valley Road and continued on Spring Valley Road for approximately 0.04 miles to a proposed mid-block crossing at the intersection of Woodvale Road. Active warning devices will be considered at the mid-block crossing during design. Sidewalk width and pavement width adjustments to be determined during design with the intent to minimize the impacts to the property owners as much as possible.
- The sidewalk will be extended from the Spring Valley Road and Woodvale Road intersection on the eastern side of Woodvale Rd for approximately 0.2 miles to the intersection with Oakdale

Celebrating 40 Years of Excellence in Engineering and Surveying

Two Perimeter Park South, Suite 500 East - Birmingham, Alabama 35243
p (205) 940-6420 - f (205) 940-6433
www.sain.com

Road. Sidewalk width and pavement width adjustments to be determined during design with the intent to minimize the impacts to the property owners as much as possible.

- The sidewalk route will continue on the southern side of Oakdale Road and western side of Oakdale Drive for a total of approximately 0.4 miles until the project ends at the intersection of Oakdale Drive and Bethune Drive where existing sidewalk is located. The City has requested valley gutter and six inch thick sidewalk be installed along a portion of this section to accommodate parking for events at Mountain Brook High School.
- The sidewalk design will be in accordance to the ALDOT GFO 3-71, Locally Sponsored Federal Aid Sidewalk Projects. If a retaining wall is required, the ALDOT Standard Drawing will be utilized.
- If the existing storm system is modified as a part of this design, a hydraulic analysis will be performed in accordance to the ALDOT Hydraulic Manual or City of Mountain Brook standards, whichever is more stringent. If the existing storm system is not modified (i.e. only sidewalk installation without a modification to the existing gutter), a hydraulic analysis will not be performed on that portion.
- ALDOT will prepare the environmental document if it is programmatic categorical exclusion, but may require the consultant to prepare the document if an environmental document greater than a programmatic categorical exclusion is required. Since the level of document required is unknown at this time, an environmental document is not included as a part of this scope. Once the preliminary layout is complete, Sain will coordinate with ALDOT for determination of the level of document. If one is required, Sain can prepare a supplement to this contract in accordance with the attached terms and conditions.
- The survey will establish a Right-of-Way along the side of the roadway where the sidewalk is proposed. It is expected that the easements will be kept to a minimum, therefore in an effort to minimize unnecessary field work property back corners will not be located and property lines will not be shown on the survey. If easements are required, field work, legal descriptions, and tract sketches can be performed in accordance with the attached terms and conditions. Sain will draw the Right-of-Way survey to ALDOT CAD standards but normal Sain procedures will be used for field work.
- Utility adjustments are expected. They may include, but are not limited to, reset manholes, valves and meters adjustments, and fire hydrant relocations. We will assist in the preparation of the required utility agreements with the applicable utility companies.

I. PUBLIC INVOLVMENT MEETING.....Lump Sum \$11,246.91

- A. Please note this meeting is not an ALDOT requirement but Sain recommends this as a means to document the City's efforts to inform the public of the proposed sidewalks.
- B. This public involvement stage will be held before the survey and design has begun and will be based upon aerial photography, GIS data, and information obtained from site visits.
- C. A preliminary layout of the project will be prepared and potential impacts to the adjacent property owners will be identified on the layout. The City will have an opportunity to review the drawing at a meeting with Sain prior before the public involvement. A large roll map will be used to display the proposed plan at the meeting.
- D. Nimrod Long and Associates will act as a sub-consultant assisting in preparing for the Public Involvement Meeting by reviewing the Sain prepared maps, assisting with concept refinements, and attending the coordination meeting.

- E. We propose to have one (1) public involvement meeting at a location chosen by the City of Mountain Brook. Sain will prepare a flyer and letter for the City to use in advertising for the public meeting. The associated costs of advertising are not included in this proposal.
- F. Sain will attend the meeting to describe the project and answer questions. There will be a comment sheet given to all the residents for their input for the project.
- G Sain will provide the City of Mountain Brook with a summary of all the comments received at the public involvement meeting.

II. TOPOGRAPHIC AND RIGHT-OF-WAY SURVEY.....Lump Sum \$51,279.09

- A. A topographic survey will be prepared for Brookwood Road, Crosshill Road, Spring Valley Road, Woodvale Road, Oakdale Road, and Oakdale Drive for the limits described in the general project understanding. The survey will begin at the edge of pavement on the opposite side of the proposed sidewalk and will extend to 15 feet past the Right-of-Way on the side where the sidewalk is proposed. Contours will be shown at 1-foot intervals and based from USGS datum. Spot elevations will be shown in flat areas. A benchmark will be set every 1500 feet throughout the above described corridor. We will show visible utilities and utilities as marked by utility companies or as shown on maps. We will order a utility locate request to have utilities in public right-of-way marked. Alabama One Call does NOT mark any utilities that are within the limits of private property. It is the responsibility of the City of Mountain Brook to coordinate with a private line locator to have any subsurface utilities within the limits of private property marked. Visible drainage structures will be shown indicating top and invert elevations as well as type and size of pipes. Visible improvements inside the survey limits will be shown including buildings, walls, fences, sidewalks, curbs, parking areas, paved areas, and landscaped areas. Individual trees will be located and in areas of tree clusters tree lines will be located in place of individual trees.
- B. Courthouse research will be performed and front property corners will be located in order to establish the Right-of-Way on the side where the sidewalk is proposed for the described corridor.

III. CONTRACT PLAN ASSEMBLY.....Lump Sum \$149,615.49

Sain Associates will perform the following as applicable in accordance with the English unit of measure:

- A. The development of the plans will follow the procedure as shown in ALDOT'S "*Plans Preparation Manual*" and "*Guidelines for Operation*" where applicable for this type of project.
- B. The project Plan Assembly will include title, quantities, typical sections, drainage sections, plan and profile sheets, cross sections and all other sheets required for receipt of bids for all work including signing and striping, erosion and sediment control and traffic control. Drainage structure information will be placed on the plans according to Chapter 2 of the ALDOT Hydraulic Manual, unless otherwise specified. The contract plans will be completed in detail for all construction in accordance with current design practices of the ALDOT. Basic computations will be made for alignment and for layout of intersections.
- C. Prepare designs and detailed contract plans at a horizontal scale of 1"=50' and vertical scale of 1"=5', or as otherwise approved, completely dimensioned for roadway construction, together with drainage and intersection layouts.

- D. Sain Associates will prepare Hydraulic Designs and supporting calculations according to approved chapters of the ALDOT Hydraulic Manual or City of Mountain Brook design standards whichever is more stringent. Otherwise, in the absence of direction from the ALDOT Hydraulic Manual or City of Mountain Brook, the design will be made in conformity with provisions of the Federal Highway Administration (FHWA) Hydraulic Circulars.
- E. Sain Associates will, without compromising safety, select the hydraulic design that is most cost effective from a selection of practicable design alternatives. Designs will comply with the requirements of the ALDOT, City, and the FHWA.
- F. Drainage Section drawings will be provided for all proposed drains, along the project centerline and within the project work limits. Stream bed data acquired from a field survey should be used where applicable to establish and depict the stream bed slope, the drain inlet, the drain outlet, and the profile configuration of the ditch or channel as it ties in to the drain.
- G. Utility Sheets will be a part of the plan assembly and if utility relocations become necessary as the design progresses, Sain Associations will provide the required coordination with utility companies for their use and will assist in preparation of the agreements with the City. If relocation plans will have to be prepared by Sain Associates, that would be covered under a supplemental services agreement in accordance with the attached terms and conditions.
- H. Prepare estimates of quantities and construction cost for the contract plans, itemized and properly symbolized in accordance with the Standard Specifications above noted using unit prices as supplied or approved by the STATE on projects of comparable work in the general area of the property, if available.
- I. Sain Associates will prepare plans using size and weight of pens and other drafting techniques that will facilitate the development of one-half (1/2) scale drawings.
- J. The applicable provisions of the STATE OF ALABAMA HIGHWAY DEPARTMENT Standard Specifications for Highway Construction, Latest Edition, will apply to all work performed by Sain Associates under this agreement and Sain Associates will prepare supplemental specifications and special provisions for any needed items not covered by the STATE OF ALABAMA HIGHWAY DEPARTMENT Standard Specifications for Highway Construction, Latest Edition.
- K. Sain Associates will prepare the Notice of Intent General Permit and Construction Best Management Practices Plan (CBMPP) required for permitting by the Alabama Department of Environmental Management (ADEM). The permit application fee is not included in this lump sum. The City of Mountain Brook will be responsible for the permit application fee.

Nimrod Long and Associates will act as a sub-consultant to Sain Associates to perform the following scope:

- A. Review of the preliminary sidewalk layout and provide input and support from an aesthetic and landscape architecture perspective.
- B. Produce planting design and final landscaping plans including locations, species, sizes, quantities, planting details, and notes that will be incorporated in the full contract plan assembly.

Sain Associates will coordinate the submittals and review with ALDOT. Our understanding of the process includes:

- A. A partial set of preliminary plans will be submitted to ALDOT Materials and Tests for their use in preparation of the materials report.

- B. After a layout is finalized Sain proposes to send those plans to ALDOT and have a short meeting to discuss any comments that shall serve as the 30% review.
- C. A combination Plan in Hand and Plans, Specifications, and Estimates (PS&E) review meeting will be utilized for this project.
- D. The remaining submittals include the Quality Control Final Backcheck, Construction Bureau, and Office Engineer.

IV. EXCLUSIONS

Exclusions to the Scope of Work – Bid package and bid coordination, environmental studies, geotechnical studies, structural design, lighting design, signal design, as-built survey, utility design or relocation, right-of-way map, tract sketches, easement coordination, preparation of right-of-way deeds and legal descriptions, construction staking, on-site inspection, and materials testing during construction are not included in the scope of work. The survey is not be construed as an ALTA/ACSM, Boundary, Construction, or Sewer As-Built Survey. Survey control will not be set to ALDOT standards. The surveyor will make no effort to research, stake, or locate any easements or Right-of-Ways affecting the property as would be referenced in a title commitment. No Iron Pins will be set at missing or calculated property corners.

V. TERMS AND CONDITIONS

See Attached. Please note, permit application fees and advertising costs are not included with this proposal.

Should you have any questions or need clarification, please call. Otherwise, please sign in the space provided below and return the original to our office as written authorization to proceed. We look forward to getting started.

Sincerely,

SAIN ASSOCIATES, INC.



Jim Meads, P.E.
President/CEO
Alabama Reg. #17294

ACCEPTED BY:

City of Mountain Brook

By: _____

Date: _____



Alicia Bailey, P.E.
Project Manager
Alabama Reg. #26339

SAIN ASSOCIATES, INC. TERMS AND CONDITIONS

Rates:

Principal	\$150.00 - \$170.00 per Hour
Engineer/Planner	\$90.00 - \$136.50 per Hour
Designer	\$74.00 - \$105.00 per Hour
Surveyor	\$88.00 - \$123.00 per Hour
Survey Crew (1-Person)	\$80.00 per Hour
Survey Crew (2-Person)	\$120.00 - 135.00 per Hour
Survey Crew (3-Person)	\$160.00 per Hour
Survey Crew (Overtime, Holidays – 2-Person)	* \$150.00 - \$165.00 per Hour
Survey Crew (Overtime, Holidays – 3-Person)	* \$190.00 per Hour
Survey Per Diem	\$100.00 per Man per Night
Administrative Support	\$57.50 per Hour

* Overtime rate is based on working over 8 hours a day.

Reimbursable Expenses

Printing, contract carrier service, and travel expenses are included within our basic fee.

Payment

To be made monthly based upon the percentage of work completed and invoiced to you. Your obligation to pay for services rendered hereunder is in no way dependent upon your ability to obtain financing, to obtain payment from a third party, or to obtain approval of any governmental or regulatory agencies, or upon your successful completion of the project. If any payment due for services and expenses hereunder is not made in full within thirty (30) days after receipt of invoice, the amounts due Sain Associates, Inc., shall include a charge at the rate of 1½% per month from said thirtieth (30th) day, plus attorney's fees for collection in the amount of 1/3 of the outstanding balance or such greater amount as the court finds reasonable. In addition, we reserve the right to suspend services under this agreement until receipt of payment in full for all amounts due for services rendered and expenses incurred.

Standard of Care

The standard of care for all professional services performed or furnished by Sain Associates under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Sain makes no warranties, express or implied, under this Agreement or otherwise, in connection with Sain's services.

Limitation of Remedies

Liability of remedies of Sain Associates, Inc. resulting from errors, omissions, or the negligence of Sain Associates, Inc., its agents or employees, pursuant to work under this agreement shall not exceed the lesser of the value of engineering or surveying services required to correct the deficiency or the basic consulting fee for work covered hereunder or the actual cost of the remedies. This provision is being agreed to as a result of the fees being charged.

Dispute Resolution

Client and Sain Associates agree that if a dispute arises out of or relates to this contract, the parties will attempt to settle the dispute through good faith negotiations. If direct negotiations do not resolve the dispute, the parties agree to endeavor to settle the dispute by mediation prior to the initiation of any legal action unless delay in initiating legal action would irrevocably prejudice one of the parties. Mediation to take place in County where project is located and if mediation cannot be agreed upon by parties then it is agreed that AAA (American Arbitration Association) will appoint mediator and the parties agree to split cost of mediator 50 – 50.

Indemnification

Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

Force Majeure

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

Termination of Contract

Client may terminate this Agreement with seven days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.

Ownership of Documents

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Schedule 2013



Nimrod Long
And Associates

L O N G

Land Planners
Landscape Architects
Urban Designers

April 8, 2013
(Revised May 3, 2013)

Mr. Ben Burmester
Sain Associates
244 West Valley Avenue
Birmingham, AL 35209

RE Mountain Brook Sidewalks, Phase 9
Proposal for Landscape Architectural Services

Dear Ben:

We are pleased to offer this proposal for landscape architectural design services for the federally funded Mountain Brook Sidewalks, Phase 9 project. The scope includes sidewalks along Brookwood Road and various other streets to Oakdale Drive near Mountain Brook High School.

SCOPE OF SERVICES

We will review the sidewalk layout you produce, and provide landscape planting plans that can be incorporated into the final set of drawings. We will assist Sain in preparing for Public Involvement Meeting by reviewing the graphic presentation, assisting in refinements, and attending the meeting.

Our design services will include the following:

1. Review of Sain's preliminary sidewalk layout overlaid on topographic survey;
2. Assist in Public Involvement graphic preparation and attend the meeting;
3. Planting Plan Design; and
4. Final Landscape Planting Plans showing locations, species, sizes, quantities and planting details that will be incorporated into the full set of CD's.

COMPENSATION

1. Review Preliminary Sidewalk Layout	\$1,750.00
2. Assistance in Public Involvement	\$1,500.00
3. Planting Plan Design	\$1,750.00
4. Final Landscape Planting Plans	<u>\$8,500.00</u>

Total **\$13,500.00**

Reimbursable expenses such as repro-graphics, plotting, photocopying, mileage, long distance calls, etc. are included in the total above.

ADDITIONAL SERVICES

NLA will perform additional services upon request on an hourly basis.

Our hourly rates are as follows:

President	\$135.00/hour
Principal	\$100.00/hour
Senior Associate	\$ 90.00/hour
Associate	\$ 70.00/hour
Administrative	\$ 70.00/hour

Thank you for considering NLA for the design team. If the terms of this proposal are acceptable, please sign and return the accompanying agreement for services. We look forward to working with you to help make this a great project for Mountain Brook.

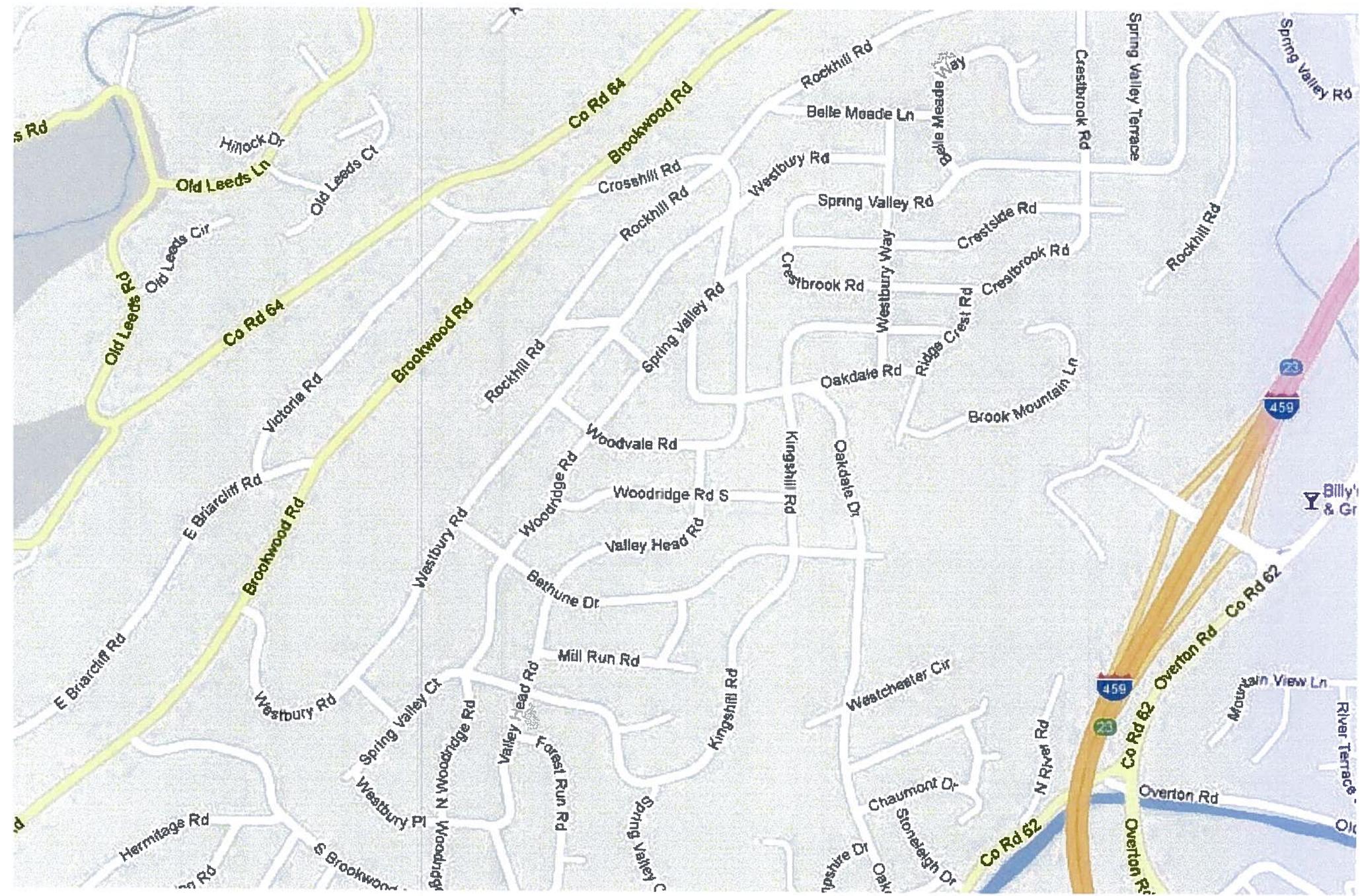
Sincerely,

Nimrod Long and Associates, Inc.



Nimrod W.E. Long, III, FASLA
President

NWEL/deg



Project No. CMAQ-PE12()
County Jefferson
Description Mountain Brook Sidewalks - Phase 9
Scope of Work Sidewalks on Brookwood Rd, Crosshill Rd, and Oakdale Dr
Project Length 1.84 Miles
Consultant Sain Associates, Inc

CORRIDOR STUDY	Engineer	Engineer. Tech.	Environment	Environ. Tech.	Clerical
Task A: Preliminary Corridor Investigation					
A-1 Obtain & Study State Supplied Maps	0.00	0.00	0.00	0.00	0.00
A-2 Prepare Corridor Base Maps, Identify Features & Env. Sensitive Areas	0.00	0.00	0.00	0.00	0.00
A-3 Consult With Various Agencies, Ascertain Their Requirements	0.00	0.00	0.00	0.00	0.00
A-4 Develop General Design Criteria for Each Reasonable Alternate	0.00	0.00	0.00	0.00	0.00
A-5 Perform a Capacity Analysis for Each Design Alternate	0.00	0.00	0.00	0.00	0.00
A-6 Develop Study Report and Present to State and FHWA	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
Task A Totals	0.00	0.00	0.00	0.00	0.00
Task B: Alternative Upgrading Studies					
B-1 Develop and Study Preliminary Alternate Designs to Determine Feasibility	0.00	0.00	0.00	0.00	0.00
B-2 Tabulate ROW Requirements for All Alternates/Develop Cost Estimates	0.00	0.00	0.00	0.00	0.00
B-3 Conduct Environmental Studies/Develop Alternative Matrix	0.00	0.00	0.00	0.00	0.00
B-4 Prepare Information for and Attend Public Inv. Meeting / Analyze Comments	4.00	5.00	0.50	0.00	0.00
B-5 Review Feasible Alternates & Prepare Environmental Assessment	0.00	0.00	0.00	0.00	0.00
B-6 Prepare Information for and Attend Corridor Hearing / Analyze Comments	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
Task B Totals	4.00	5.00	0.50	0.00	0.00
Task C: Engineering Analysis on Selected Alternative					
C-1 Refine Selected Alternate and Prepare Layout Map and Profile/Study Report	0.00	0.00	0.00	0.00	0.00
C-2 Prepare FONSI on Preferred Alternate/Submit for Review & Approval	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
Task C Totals	0.00	0.00	0.00	0.00	0.00
TOTALS	4.00	5.00	0.50	0.00	0.00

Project No.	CMAQ-PE12()
County	Jefferson
Description	Mountain Brook Sidewalks - Phase 9
Scope of Work	Sidewalks on Brookwood Rd, Crosshill Rd, and Oakdale Dr
Project Length	1.84 Miles
Consultant	Sain Associates, Inc
Fee Proposal (Corridor Study)	

PERSONNEL COST			
	Man-days	x Daily Rate	
Project Manager (10% of Eng. & Env.)	0.45	\$ 307.68	\$ 138.46
Engineer	4.00	\$ 367.48	\$ 1,469.92
Engineering Technician/CADD	5.00	\$ 258.16	\$ 1,290.80
Environmental	0.50	\$ 365.36	\$ 182.68
Environmental Technician	0.00	\$ 222.48	-
Clerical	0.00	\$ 161.52	-
Total Direct Labor			\$ 3,081.86
Combined Overhead (%)	174.25		\$ 5,370.14
Out-of-Pocket Expenses**			\$ 318.51
Sub-Total			\$ 8,770.51
Operating Margin (10%)			\$ 877.05
Sub-Total			\$ 9,647.56
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
Nimrod Long and Associates		\$	1,500.00
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
Subconsultant Administration Expense (5%)		\$	75.00
Sub-Total			\$ 11,222.56
Facilities Capital Cost of Money (% of Direct Labor)	0.79	\$	24.35
TOTAL FEE			\$ 11,246.91

**See Grand Total Fee sheet

Project No. CMAQ-PE12()
County Jefferson
Description Mountain Brook Sidewalks - Phase 9
Scope of Work Sidewalks on Brookwood Rd, Crosshill Rd, and Oakdale Dr
Project Length 1.84 Miles
Consultant Sain Associates, Inc

Out-of-pocket Expenses (Corridor Study)

TRAVEL COST

Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
Site Visit	1	30	\$0.565	\$ 16.95
Preliminary Meeting with City	1	12	\$0.565	\$ 6.78
Public Meeting	1	12	\$0.565	\$ 6.78
	0	0	\$0.565	\$ -
Total Mileage Cost				\$ 30.51

Subsistence Cost	Days	# People	\$/Day	Total
Travel allowance (6 hour trips)	0	0	\$11.25	\$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -
Travel allowance (overnight)***	0	0	\$75.00	\$ -
				\$ -
Total Subsistence Cost				\$ -
Total Travel Cost				\$ 30.51

PRINTING / REPRODUCTION COST

Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
Color Prints	4	6	24	\$ 12.00	\$ 288.00
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
Total Printing/Reproduction Cost					\$ 288.00

Communication Cost (telephone, fax, etc.)	Total
	\$ -

Postage Cost (overnight, stamps, etc.)	Total
	\$ -

Other (provide description on next line)	Total
	\$ -

Total Out-of-pocket Expenses	\$ 318.51
-------------------------------------	------------------

Comments:

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.

Project No. CMAQ-PE12() County Jefferson Description Mountain Brook Sidewalks - Phase 9 Scope of Work Sidewalks on Brookwood Rd, Crosshill Rd, and Oakdale Dr Project Length 1.84 Miles Consultant Sain Associates, Inc				
FIELD SURVEY				
Based on a 3 Man Crew				
Task A: Mobilization and Basic Control Survey				
A-1 Mobilize/Demobilize	0.25	0.50	0.00	0.00
A-2 Contact Property Owners	1.00	0.00	0.00	0.50
A-3 Perform Basic Control Survey	1.75	5.00	0.00	0.00
A-4 Conduct On-site Inspection	1.00	0.00	0.00	0.00
Task A Totals	4.00	5.50	0.00	0.50
Task B: Project Alignment and Profile				
B-1 Run Closure of Basic Control Survey/Prepare Closure Diagram	1.50	0.50	0.00	0.00
B-2 Establish Centerline/Obtain Ground Profile				
B-3 Obtain Topographic Data	1.75	8.50	2.50	0.00
Task B Totals	3.25	9.00	2.50	0.00
Task C: Supplemental Control Surveys and Data Gathering				
C-1 Traverse Cross-Roads and Railroads	0.50	1.00	0.00	0.00
C-2 Stream Topography & Cross Sections/Complete HYD 100 & 101 Forms				
C-3 Define Drainage Areas/Prepare Schematic Drainage Map				
C-4 Obtain Cross Sections at 20 Meter Intervals and Ground Break Points				

FIELD SURVEY				
	PLS	Crew	Tech/CADD	Clerical
Task C Totals	0.50	1.00	0.00	0.00
Task D: Utility Surveys, Drainage Sections and Compilation of Data				
D-1 Identify/Locate Utilities	1.00	1.00	0.00	0.00
D-2 Obtain Hydrological Location Survey	0.00	0.00	0.00	0.00
D-3 Tie All Available Section Corners & All Available Front Corners of Affected Properties to Project Centerline	1.00	5.00	1.00	0.00
D-4 Obtain Copies of Latest Deeds	1.00	0.00	0.00	0.00
D-5 Set & Reference PIs, PCs, POTs, POCs, & other critical points				
D-6 Reduce Survey Field Notes	1.00	0.00	0.00	0.00
D-7 Submit Work for Review/Sealed Mylar Plot of Accepted Field Map	1.00	0.00	0.50	0.00
Task D Totals	5.00	6.00	1.50	0.00
TOTALS	12.75	21.50	4.00	0.50

Project No.	CMAQ-PE12()
County	Jefferson
Description	Mountain Brook Sidewalks - Phase 9
Scope of Work	Sidewalks on Brookwood Rd, Crosshill Rd, and Oakdale Dr
Project Length	1.84 Miles
Consultant Sain Associates, Inc	
Fee Proposal (Field Survey)	

PERSONNEL COST			
	Man-days	x Daily Rate	
Project Manager (10% of PLS)	1.28	\$ 307.68	\$ 393.83
PLS	12.75	\$ 316.96	\$ 4,041.24
Survey Crew (see man-day sheet)	21.50	\$ 527.28	\$ 11,336.52
Engineering Technician/CADD	4.00	\$ 258.16	\$ 1,032.64
Clerical	0.50	\$ 161.52	\$ 80.76
Total Direct Labor			\$ 16,884.99
Combined Overhead (%)	174.25		\$ 29,422.10
Out-of-Pocket Expenses**			\$ 189.00
Sub-Total			\$ 46,496.09
Operating Margin (10%)			\$ 4,649.61
Sub-Total			\$ 51,145.70
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			\$ -
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ -
Sub-Total			\$ 51,145.70
Facilities Capital Cost of Money (% of Direct Labor)	0.79		\$ 133.39
TOTAL FEE			\$ 51,279.09

Project No. CMAQ-PE12()
County Jefferson
Description Mountain Brook Sidewalks - Phase 9
Scope of Work Sidewalks on Brookwood Rd, Crosshill Rd, and Oakdale Dr
Project Length 1.84 Miles

Consultant Sain Associates, Inc

Out-of-pocket Expenses (Field Survey)

TRAVEL COST				
Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
	0	0	\$0.565	\$ -
	0	0	\$0.565	\$ -
	0	0	\$0.565	\$ -
	0	0	\$0.565	\$ -
Total Mileage Cost				\$ -

Subsistence Cost	Days	# People	\$/Day	Total
Travel allowance (6 hour trips)	0	0	\$11.25	\$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -
Travel allowance (overnight)***	0	0	\$75.00	\$ -
				\$ -
Total Subsistence Cost				\$ -
Total Travel Cost				\$ -

PRINTING / REPRODUCTION COST					
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
Bond ROW Map	10	1	10	\$ 2.40	\$ 24.00
Mylar ROW Map	10	1	10	\$ 16.50	\$ 165.00
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
Total Printing/Reproduction Cost					\$ 189.00

Communication Cost (telephone, fax, etc.)	Total
	\$ -

Postage Cost (overnight, stamps, etc.)	Total
	\$ -

Other (provide description on next line)	Total
	\$ -

Total Out-of-pocket Expenses	\$ 189.00
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Comments:

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.

Project Number CMAQ-PE12()	CPMS # _____
County Jefferson	_____
Description Mountain Brook Sidewalks - Phase 9	_____
Scope of work Sidewalks on Brookwood Rd, Crosshill Rd, and Oakdale Dr	_____
Length 1.84 miles	_____
Consultant Sain Associates, Inc	

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
TITLE SHEET	1.00	0.50	0.50	0.50	0.50
INDEX SHEET	1.00	0.50	0.50	0.50	0.50
GEOMETRIC LAYOUT/SURVEY CONTROL	3.00	0.00	0.00	0.25	0.75
PROJECT NOTE SHEET (Project)	1.00	0.50	0.50	0.50	0.50
PROJECT NOTE SHEET (TCP)	1.00	0.50	0.50	0.00	0.00
PROJECT NOTE SHEET (Signage)	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (Signals)	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (ITS)	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (Lighting)	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (Traffic Loops)	0.00	0.00	0.00	0.00	0.00
PLANS LEGEND & ABBREVIATIONS	1.00	0.00	0.00	0.50	0.50
TYPICAL SECTIONS					
Main Roadway	3.00	0.75	2.25	1.00	3.00
Cross Roads	0.00	0.00	0.00	0.00	0.00
Detour & Misc.	0.00	0.00	0.00	0.00	0.00
Ramps	0.00	0.00	0.00	0.00	0.00
Ditches	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
SUMMARY SHEET					
Main Summary	1.00	1.00	1.00	1.00	1.00
SUMMARY BOX SHEETS					
Roadway Drainage (non-culvert)	1.00	2.00	2.00	1.00	1.00
Culvert Extension, New Culvert	0.25	1.00	0.25	0.75	0.19
Bridge Culvert Extension, New Bridge Culvert	0.00	0.00	0.00	0.00	0.00
Guardrail/End Anchors	0.25	1.00	0.25	1.00	0.25
Slope Paving (Under Bridges)	0.00	0.00	0.00	0.00	0.00
Side Drain Pipe	0.25	1.00	0.25	1.00	0.25
Signing	0.25	0.00	0.00	1.00	0.25
Base & Pavement	0.50	1.00	0.50	2.00	1.00
Bridge	0.00	0.00	0.00	0.00	0.00
Striping & Pavement Markings	0.25	0.50	0.13	0.50	0.13
Curb & Gutter	0.75	0.50	0.38	0.50	0.38
Bridge End Slabs	0.00	0.00	0.00	0.00	0.00
Roadway Lighting	0.00	0.00	0.00	0.00	0.00
Signals	0.00	0.00	0.00	0.00	0.00
ITS	0.00	0.00	0.00	0.00	0.00
Sidewalk	1.00	0.50	0.50	1.50	1.50
Slope Paving (Ditches)/Ditch Summary	0.25	0.50	0.13	0.50	0.13
Concrete Safety Barrier	0.00	0.00	0.00	0.00	0.00
Retaining Wall	0.50	1.00	0.50	1.00	0.50
Misc. Boxes	0.25	0.50	0.13	0.50	0.13

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
Erosion Control	0.50	0.75	0.38	1.00	0.50
Removal Items	0.25	1.00	0.25	1.00	0.25
Utility Relocation	0.25	1.00	0.25	0.50	0.13
	0.00	0.00	0.00	0.00	0.00
PLAN & PROFILE					
Brookwood Road (0.7 miles)	3.00	0.75	2.25	1.00	3.00
Crosshill Road (0.5 miles)	2.00	0.75	1.50	1.00	2.00
Spring Valley Road (0.04 miles)	1.00	0.75	0.75	1.00	1.00
Woodvale Road (0.2 miles)	1.00	0.75	0.75	1.00	1.00
Oakdale Road and Drive (0.4 miles)	2.00	0.75	1.50	1.00	2.00
Crossroads	0.00	0.00	0.00	0.00	0.00
Detours	0.00	0.00	0.00	0.00	0.00
Retaining Walls	2.00	1.00	2.00	1.00	2.00
	0.00	0.00	0.00	0.00	0.00

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
PAVING LAYOUT (includes striping)					
Main Roadway	0.00	0.00	0.00	0.00	0.00
Crossroads	0.00	0.00	0.00	0.00	0.00
Intersections	3.00	0.75	2.25	1.00	3.00
	0.00	0.00	0.00	0.00	0.00
INTERCHANGES					
Geometrics	0.00	0.00	0.00	0.00	0.00
Ramps Profiles	0.00	0.00	0.00	0.00	0.00
Site Grading	0.00	0.00	0.00	0.00	0.00
Cross Sections	0.00	0.00	0.00	0.00	0.00
Signing	0.00	0.00	0.00	0.00	0.00
Ramp Gore Details	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
TRAFFIC CONTROL					
Sequence of Construction	1.00	0.25	0.25	0.50	0.50
Summary & Items	1.00	0.25	0.25	1.00	1.00
Typical Section Sketches	0.00	0.00	0.00	0.00	0.00
Layout Sheets (signs, devices, shifts, etc.)	3.00	0.50	1.50	1.00	3.00
Special Drawings	1.00	0.50	0.50	0.50	0.50
Details	4.00	0.25	1.00	0.25	1.00
SIGNING					
Sign Layout	1.00	0.25	0.25	0.75	0.75
Sign X-Section	0.00	0.00	0.00	0.00	0.00
Sign Panel Details	0.00	0.00	0.00	0.00	0.00
Soils Data Sheets (provided by ALDOT)	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
SIGNALIZATION					
Signal Layout and Traffic Analysis (1 per site)	0.00	0.00	0.00	0.00	0.00
Traffic Counts (1 per site)	0.00	0.00	0.00	0.00	0.00
Signal Warrant Analysis (1 per site)	0.00	0.00	0.00	0.00	0.00
Soils Data Sheets (provided by ALDOT)	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
ITS					
Systems Engineering	0.00	0.00	0.00	0.00	0.00
Special Study	0.00	0.00	0.00	0.00	0.00
Legend	0.00	0.00	0.00	0.00	0.00
Special Details	0.00	0.00	0.00	0.00	0.00
ITS Layouts	0.00	0.00	0.00	0.00	0.00
Optical Fiber Splice Charts	0.00	0.00	0.00	0.00	0.00
Fiber - Cable Routing Diagram	0.00	0.00	0.00	0.00	0.00
Specifications	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
LIGHTING					
Plan Layout	0.00	0.00	0.00	0.00	0.00
Demo Plans	0.00	0.00	0.00	0.00	0.00
Special Details	0.00	0.00	0.00	0.00	0.00
Soils & Passive Pressure (provided by ALDOT)	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
UTILITY SHEETS					
Utility Locations (plan/profile)	9.00	0.10	0.90	0.25	2.25
Utility Coordination	0.00	0.00	3.00	0.00	4.00
	0.00	0.00	0.00	0.00	0.00
DRAINAGE SECTIONS					
Pipe & Culvert X-Sect./Hydraulic Computations	10.00	1.00	10.00	0.50	5.00
Hydraulic Data Sheet	1.00	2.00	2.00	0.50	0.50
Details	1.00	1.00	1.00	0.50	0.50
	0.00	0.00	0.00	0.00	0.00
SOIL SHEETS					
Soil Boring Logs	0.00	0.00	0.00	0.00	0.00
Soil Profile	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
EROSION CONTROL					
Legend & Sequence	1.00	0.00	0.00	0.50	0.50
Phased Sheets (Phase I)	4.50	0.25	1.13	0.75	3.38
Phased Sheets (Phase II)	4.50	0.25	1.13	0.75	3.38
Phased Sheets (Phase III)	4.50	0.25	1.13	0.75	3.38
CBMPP & NOI	0.00	0.00	4.00	0.00	2.50
	0.00	0.00	0.00	0.00	0.00
ROADWAY CROSS SECTIONS					
Main Roadway (50' Cross Sections)	45.00	0.15	6.75	0.25	11.25
Crossroads	0.00	0.00	0.00	0.00	0.00
Earthwork Balancing	1.00	0.50	0.50	0.50	0.50
	0.00	0.00	0.00	0.00	0.00
REVIEW COMMENTS					
Preliminary Review with City and ALDOT			0.00		2.00
Plan-in-Hand Inspection			0.00		0.00
PS&E Inspection			2.00		2.00
Cost Estimates					
Cost Estimates			2.00		1.00
Design Hearing			0.00		0.00
SUB-TOTAL	125.00		61.44		76.23
10% Supervision			6.14		
TOTALS					
	125.00		61.44		76.23

Project No. CMAQ-PE12()			
County Jefferson			
Description Mountain Brook Sidewalks - Phase 9			
Scope of Work Sidewalks on Brookwood Rd, Crosshill Rd, and Oakdale Dr			
Project Length 1.84 Miles			
Consultant Sain Associates, Inc			
Fee Proposal (Roadway Plans)			
PERSONNEL COST			
	Man-days x Daily Rate		
Project Manager (10% of Eng.)	6.14	\$ 307.68	\$ 1,889.16
Engineer	61.44	\$ 367.48	\$ 22,577.97
Engineering Technician/CADD	76.23	\$ 258.16	\$ 19,679.54
Clerical	0.00	\$ 161.52	\$ -
	Total Direct Labor		\$ 44,146.67
Combined Overhead (%)	174.25		\$ 76,925.57
Out-of-Pocket Expenses**			\$ 3,170.24
	Sub-Total		\$ 124,242.48
Operating Margin (10%)			\$ 12,424.25
	Sub-Total		\$ 136,666.73
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
Nimrod Long and Associates			\$ 12,000.00
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ 600.00
	Sub-Total		\$ 149,266.73
Facilities Capital Cost of Money (% of Direct Labor)	0.79		\$ 348.76
	TOTAL FEE		\$ 149,615.49

**See Grand Total Fee sheet

Project No. CMAQ-PE12()
County Jefferson
Description Mountain Brook Sidewalks - Phase 9
Scope of Work Sidewalks on Brookwood Rd, Crosshill Rd, and Oakdale Dr
Project Length 1.84 Miles

Consultant Sain Associates, Inc

Out-of-pocket Expenses (Roadway Plans)

TRAVEL COST				
Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
Site Visit and Inspection	4	12	\$0.565	\$ 27.12
Preliminary Review	1	24	\$0.565	\$ 13.56
Plan in Hand/PS&E Review	1	24	\$0.565	\$ 13.56
	0	0	\$0.565	\$ -
Total Mileage Cost				\$ 54.24

Subsistence Cost	Days	# People	\$/Day	Total
Travel allowance (6 hour trips)	0	0	\$11.25	\$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -
Travel allowance (overnight)***	0	0	\$75.00	\$ -
				\$ -
Total Subsistence Cost				\$ -
Total Travel Cost				\$ 54.24

PRINTING / REPRODUCTION COST					
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
Materials Submittal	8	60	480	\$ 0.60	\$ 288.00
Preliminary Layout Review	3	60	180	\$ 0.60	\$ 108.00
Plan in Hand/PS&E Review	8	85	680	\$ 0.60	\$ 408.00
Quality Control	6	125	750	\$ 0.60	\$ 450.00
Construction Bureau Review	1	125	125	\$ 0.60	\$ 75.00
Office Engineer Submittal	1	125	125	\$ 15.00	\$ 1,875.00
Total Printing/Reproduction Cost					\$ 2,916.00

Communication Cost (telephone, fax, etc.)	Total
	\$ -

Postage Cost (overnight, stamps, etc.)	Total
Fed Ex	\$ 200.00

Other (provide description on next line)	Total
	\$ -

Total Out-of-pocket Expenses \$ 3,170.24

Comments:

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.



ALABAMA DEPARTMENT OF TRANSPORTATION
FINANCE AND AUDITS BUREAU
1409 Coliseum Boulevard
Montgomery, Alabama 36110



Robert Bentley
Governor

John R. Cooper
Transportation Director

July 26, 2012

Mr. Vann Rutledge
Sain Associates, Inc.
244 West Valley Avenue, Suite 200
Birmingham, Alabama 35209

Subject: 2011 CPA's Overhead Audit Workpaper Review
Audit Report Number: R12-CPAWP-71

Dear Mr. Vann Rutledge,

We have performed a cognizant review of the examination, and supporting workpapers, of the Indirect Cost Rates of Sain Associates, Inc. for the fiscal year ended December 31, 2011 in accordance with our role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7. The examination was performed by the independent CPA firm of Barfield Murphy Shank & Smith PC, of Birmingham, Alabama. The CPA represented that the examination was conducted in accordance with Government Auditing Standards as promulgated by the Comptroller General of the United States of America, and the examination was designed to determinate that the indirect cost rates were established in accordance with Cost Principles contained in the Federal Acquisition Regulations, 48 CFR Part 31. Our cognizant review was performed in accordance with AASHTO Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates.

In connection with our cognizant review, except for the effect of the deficiencies described below, nothing came to our attention that caused us to believe that the examination, and supporting workpapers for the Indirect Cost Rates, and the related Accountant's Reports, we reviewed did not conform in all material respects to the aforementioned regulations and auditing standards.

Our cognizant review revealed that the CPA failed to post their Adjustment for Unallowable Penalties & Interest to the Payroll Taxes Account. The error caused the Payroll Taxes Account to be overstated by \$1,864.

We recommend acceptance of the following rates for the fiscal year ended December 31, 2011.

<u>Description</u>	<u>Rates</u>
Total General Overhead	174.25%
Facilities Cost of Capital	0.79%

According to 23 CFR 172.7(d), pursuant to 23 U.S.C. 112, ALDOT will provide the results of this overhead rate approval along with any supporting documentation to any other State Department of Transportation or Federal Highway Administration office.

Sincerely Yours,

George Rall

George Rall
Alabama Department of Transportation
External Auditor

CERTIFICATION OF FINAL INDIRECT COSTS

Firm Name: Sain Associates, Inc.

Project Number: CMAQ-PE12()

Contract ID#: _____ Supplemental Agreement #: _____

Date of Proposal Preparation (mm/dd/yyyy): 07/26/2012

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 01/01/2011 - 12/31/2011

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

- 1.) *All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*
- 2.) *This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.*

All known material transaction or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

*Signature: 

*Name of Certifying Official (Print): Vann Rutledge

*Title: VP Controller

Date of Certification (mm/dd/yyyy): 04/12/2013

*Note: This form is to be completed by an individual executive or financial officer of the consultant at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with the contract.

**ADDENDUM TO AGREEMENT BETWEEN
THE CITY OF MOUNTAIN BROOK AND
SAIN ASSOCIATES
DATED MAY 13, 2013**

THIS ADDENDUM (“the/this Addendum”) to the principal agreement between the City of Mountain Brook, Alabama (“the City”) and Sain Associates (“the Contractor”) dated May 13, 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.

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.

DATED this 13th day of May, 2013.

Sain Associates

City of Mountain Brook, Alabama

By : _____

By : _____

Its : _____

Its : _____

RESOLUTION NO. 2013-075

BE IT RESOLVED by the City Council of the City of Mountain Brook that the proposal for scheduled maintenance of the municipal complex mechanical systems submitted by Jeffcoat Mechanical Services, Inc., is hereby accepted; and

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook that the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to enter into a contract, in the form as attached hereto as Exhibit A, with Jeffcoat Mechanical Services, Inc., for same.

ADOPTED: This 13th day of May, 2013.

Council President

APPROVED: This 13th day of May, 2013.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City 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 May 13, 2013, as same appears in the minutes of record of said meeting.

City Clerk

BID TABULATION

HVAC SCHEDULED MAINTENANCE FOR THE MOUNTAIN BROOK MUNICIPAL COMPLEX APRIL 15, 2013, 2 P.M.

1. H&M Mechanical Mechanical, Inc. \$2,648 Monthly fixed month charge for service
\$3,300 Fixed cost for a complete filter change (all units)
\$5,948 Total monthly cost
2. Jeffcoat Mechanical Services, Inc. \$1,906.70 Monthly fixed month charge for service
\$ 150.96 Monthly cost to replace all water source heat pump
filters
\$2,255.44 Monthly cost to change all HVAC filters
\$4,313.10 Total monthly cost

JEFFCOAT MECHANICAL SERVICES, INC.
2628 3rd AVENUE SOUTH • BIRMINGHAM, ALABAMA 35233



HEATING • VENTILATION • AIR-CONDITIONING

April 15, 2013

City of Mountain Brook
56 Church Street
Mountain Brook, Alabama 35213

Attention: City Manager Office

We will provide MAINTENANCE and REPAIR SERVICE for the HVAC equipment at:

City of Mountain Brook Municipal Complex:
City Hall - 56 Church Street
Fire Administration and Station One – 102 Tibbett Street
Police Department – 101 Tibbett Street

We will inspect and service the equipment listed in ATTACHMENT A of this proposal.

The work to be performed during these inspections is listed in ATTACHMENT B of this proposal.

Our price for this work will be invoiced on a monthly basis at \$1,906.70 for the term of this contract.

Rates for REPAIR SERVICE are listed in ATTACHMENT C of this proposal.

This contract will be for three years and shall begin on June 1, 2013. Each party will have the right to cancel upon 30 days written notice. We will guarantee all rates listed in this proposal, and in each subsequent rate increase proposal for one (1) year from the date of acceptance.

Please see ATTACHMENT D for terms and conditions of this proposal.

We greatly appreciate the opportunity to provide this estimate. Please call on us if there are any questions, or if we can be of further service.

Jeffcoat Mechanical Services, Inc.

Accepted:
By City of Mountain Brook

_____ date: _____
Jeff Jones Service Manager

_____ date: _____
City of Mountain Brook

ATTACHMENT A

EQUIPMENT LIST City of Mountain Brook Complex

76 - Water Source Heat Pump Units
3 – Gas Fired Water Boilers
2 – Cooling Towers
2 – Base Mounted Pumps
3 – In-line Pumps
4 – Vehicle Exhaust Filtration Units
3 – Roof Mounted Exhaust Fans
3 – Kitchen Exhaust Fans
1 – Kitchen Supply Fan
4 – Energy Recovery Ventilators
4 – Outside Air Heat Pump Units
1 – Fan Powered Filter Module
Heat Pump Piping Loop Chemical Treatment
Cooling Tower Water Chemical Treatment

ATTACHMENT B

SCOPE OF WORK City of Mountain Brook Complex

HVAC Scheduled Services:

- Replace fan belts semi-annually
- Check fan pulley alignments
- Replace filters
- Clean condensate drain pans as required
- Cooling tower – annually interior clean and seasonal start-up
- Test safety controls
- Measure and record system pressures and temperatures
- Record motor amperage
- Heating system annual check and seasonal start-up
- Adjust fresh air dampers (if required)
- Check calibration of thermostats
- Check blower assembly
- Lubricate all moving parts pursuant to manufacturer specifications
- Maintain service log
- Visually inspect for refrigerant, oil, and water leaks.
- Inspect and tighten electrical connections
- Inspect starters, contactors, and all electrical components for wear and deficiencies.
- Radiant Heaters 1, 2,& 3 in fire station
- Cooling tower water chemical treatment
- Notify of any recommended repairs.

ATTACHMENT C

**RATES FOR REPAIR SERVICE
City of Mountain Brook Complex**

We will provide REPAIR SERVICE as requested by the customer.

REPAIR SERVICE: We will provide any requested repair services in addition to the work listed in ATTACHMENT B. Any additional maintenance work and all repairs will be considered REPAIR SERVICE and will be invoiced at the rates listed below. No REPAIR SERVICE work will be performed unless approved by the customer.

- Mechanic:\$65.00/Hour
- Material: Invoice Cost Plus 25%
- Vehicle Mileage:\$0.68/Mile

Our normal business hours are 7:30 AM to 4:00 PM, Monday through Friday, excluding standard holidays. All work performed outside of these hours will be invoiced at OVERTIME RATES. No overtime work will be performed unless approved by the customer. OVERTIME RATES will be as follows:

- Mechanic:\$97.50/Hour
- Material: Invoice Cost Plus 25%
- Vehicle Mileage: \$0.68/Mile

ATTACHMENT D

TERMS AND CONDITIONS City of Mountain Brook Complex

1. The pricing listed in this proposal includes all labor, overhead, vehicle mileage, equipment and tool costs, permits, business licensing, and insurance costs associated with the performance of this work.
2. Acceptance is agreed to based on the terms and conditions noted in RFP #13-1211-01 provided by the City of Mountain Brook.
3. All tasks listed in the Scope of Work (Attachment B) will be performed during normal business hours.
4. This proposal does not include repair of any deficiencies discovered during preventive maintenance inspections.
5. This quote is valid for thirty (30) days.
6. No sales tax is included for material in this proposal.
7. All water source heat pump units have fiberglass throw away type filters installed from the manufacture. Proposal pricing is based on replacing the fiberglass throw away type filters with the same equivalent type in all water source heat pump units only. We recommend using pleated type filters in these units. Our option price to replace filters in all water source heat pump units with pleated type filters will be an additional \$150.96 per month.
8. All other HVAC equipment filters will be replaced with the equivalent type as existing installed by the manufacture.
9. Pricing for a complete set of filters in all HVAC equipment for budget purposes is \$ 2,255.44.
10. These services will be invoiced on a monthly basis. Payment terms will be net 30 days. Jeffcoat Mechanical Services, Inc. reserved the right to apply interest charges at 1-1/2 % per month to any past-due balance.
11. Jeffcoat Mechanical Services, Inc. does not intend to represent that the implementation of this Preventive Maintenance (PM) program will completely eliminate equipment failure. The purpose of this program is to greatly reduce the occurrence of equipment failure, to maintain efficient facility operation, and to extend the economic life of all mechanical equipment covered by this agreement.

**ADDENDUM TO AGREEMENT BETWEEN
THE CITY OF MOUNTAIN BROOK AND
JEFFCOAT MECHANICAL SERVICES, INC.
DATED MAY 13, 2013**

THIS ADDENDUM (“the/this Addendum”) to the principal agreement between the City of Mountain Brook, Alabama (“the City”) and Jeffcoat Mechanical Services, Inc. (“the Contractor”) dated May 13, 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.

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.

DATED this 13th day of May, 2013.

Jeffcoat Mechanical Services, Inc.

City of Mountain Brook, Alabama

By : _____

By : _____

Its : _____

Its : _____

SECTION IV. REFERENCES

Provide at least three (3) references that have contracted HVAC scheduled maintenance services with your company within the last twenty-four (24) months. The City reserves the right to contact references as part of the evaluation and selection process. City of Mountain Brook employees will not be accepted as a reference.

Note: The information listed below must be fully completed.

Company Name: HIGHLANDS SCHOOL (MOUNTAIN BROOK)

Company Contact: JANE JENKINS

Title of Contact: ADMINISTRATOR

Phone Number: (205) 956-3731

Type(s) of HVAC System(s): BOILERS; CHILLERS; ROOFTOP GAS/ELECTRIC PACKAGE UNITS; AC SPLIT SYSTEMS; UNIT HEATERS; PUMPS

Company Name: CHASE CORPORATE CENTER (HOOVER)

Company Contact: LEIGH MCKINNON

Title of Contact: PROPERTY MANAGER

Phone Number: (205) 987-1300

Type(s) of HVAC System(s): CHILLERS; COOLING TOWERS; PUMPS; AIR COMPRESSORS; AIR HANDLERS; PIU BOXES; VAV BOXES; DDC CONTROLS; VFD

Company Name: ST. MARTINS IN THE PINES (BIRMINGHAM)

Company Contact: NATHANIAL JACKSON

Title of Contact: BUILDING ENGINEER

Phone Number: (205) 956-1831

Type(s) of HVAC System(s): COOLING TOWERS; BOILERS; WATER SOURCE HEAT PUMPS; PUMPS; VFD; HEAT EXCHANGERS

SECTION V. HVAC SCHEDULED MAINTENANCE SERVICES AND PRICING AND COMPANY INFORMATION

A. HVAC scheduled services

\$1,906.70 Fixed monthly charge
for all services listed below

- Replace fan belts semi-annually
- Check fan pulley alignments
- Replace filters (quarterly – schedule may be adjusted based on average condition of filters after initial occupancy of complex). Filter condition assessment shall be made at 30 day increments for first quarter of occupancy to determine if quarterly replacement is adequate. Include as a separate fixed price one complete set of filters (for budget purposes) if adjustment has to be made.
- Clean condensate drain pans as required
- Cooling tower - annually interior clean and seasonal start-up
- Test safety controls
- Measure and record system pressures and temperatures
- Record motor amperage
- Heating system annual check and seasonal start-up
- Adjust fresh air dampers (if required)
- Check calibration of thermostats
- Check blower assembly
- Lubricate all moving parts pursuant to manufacturer specifications
- Maintain service log
- Other scheduled maintenance as specified by the equipment manufacturer(s) (list other scheduled services not identified above)
- _____
- _____
- _____

B. Response time for emergency service call 2 Hours

C. Response time for non-emergency service call 2 Hours

D. Scheduled maintenance services to commence May 1, 2013. Contract term expires April 30, 2016.

E. Number of Years in Business 33 Years

F. Company Contact(s) HARRY JEFFCOAT III
JEFF JONES
JOHN JEFFCOAT

G. The undersigned proposer, having examined and determined the scope of the Request for Proposal, hereby proposes to provide the required travel, labor, services, materials and equipment and to perform the HVAC scheduled maintenance services as described in the proposal documents and to do all work at the prices set for hereinabove.

The undersigned proposer certifies that this proposal is made in conformity with the Request for Proposal and agrees that, in the event of any discrepancies or differences between any conditions of this proposal and the Request for Proposal prepared by the City of Mountain Brook, the Request for Proposal shall prevail.

The undersigned proposer states that this proposal is made in conformity with the specifications and qualifications contained herein. In the event that there are any discrepancies or differences between any conditions of the vendor's proposal and the Request for Proposal prepared by the City of Mountain Brook, the City's Request for Proposal shall prevail.

The undersigned bidder certifies that this bid is made in good faith and without collusion or connection with any other person or persons bidding on the work.

Company Name: JEFFCOAT MECHANICAL SERVICES, INC
Designated Signature: Jeff Jones
Printed Name: JEFF JONES Title of Representative: SERVICE/PROJECT MANAGER
Company Address: 2628 3RD AVE SOUTH
Company Phone: (205) 322-2332 X23 Company Fax: (205) 322-4164
Company E-Mail Address: JEFFJONES@JEFFCOATMECHANICAL.COM
Website Address: Date: _____

Clarification Form

The undersigned hereby acknowledges receipt of the following applicable clarifications:

Clarification Number	Date
_____	_____
_____	_____
_____	_____

Search Results

License#	Profession	Name	Location	Granted Date	Expiration Date
40680-6	Professional Engineer	<u>JEFFCOAT,</u> <u>HARRY</u>	BIRMINGHAM, AL	10/26/2009	07/31/2014

2013 HEATING & AIR CONDITIONING
CONTRACTORS CERTIFICATION CARD

Harry Jeffcoat, III 84784
HEATING & AIR CONDITIONING
Jeffcoat Mechanical Services, Inc
2628 3RD AVENUE SOUTH
BIRMINGHAM, AL 35233

002445

EFFECTIVE UNTIL DECEMBER 31, 2013

1) Peel card out 2) flip card over 3) lay back down 4) push through

CITY OF MOUNTAIN BROOK - REVENUE DEPARTMENT
2013 BUSINESS LICENSE

3928 Montclair Rd Ste 148 PO Box 130009 Mountain Brook, Alabama 35213-0009
 Telephone: 205.802-2400 Fax: 205.870-3590



Customer: 10329
 JEFFCOAT MECHANICAL SERVICE INC
 P O BOX 12363
 BIRMINGHAM, AL
 35202

Physical Address
 JEFFCOAT MECHANICAL SERVICE INC
 2628 3RD A ENU SO
 BIRMINGHAM, AL
 35233

License: 201302585

Issued: 20-Feb-2013

Expires: 31-Dec-2013

The firm, corporation, organization, business or person whose name appears above as paid the required license fee and is authorized to engage in business in the City of Mountain Brook, Alabama until December 31, 2013.

This license is subject to revocation by the Finance Director for the violation by the licensee of any ordinance of the City related to the business for which this license is issued, and such license shall also be subject to revocation by the Finance Director if the licensee, under cover of such license, violates or aids or abets in violating, or knowingly permits or suffers to be violated, any penal ordinance of the City. This license is valid only at the location indicated and is not transferable.

By:

Steven Boone, City Clerk

This License Must Be Posted At Location.

RECEIPT

CITY OF MOUNTAIN BROOK

Received From: JEFFCOAT MECHANICAL SERVICE INC

License: 201302585
Issued: 20-Feb-2013
Check No: 53484

Section	Business Type	License Amt	Discount	Penalty	Issue Fee	Paid
SCH C-H	Furnace, Refrigeration & Air	\$200.00	\$0.00	\$0.00	\$10.00	\$210.00
Total Amount Paid:						\$210.00

JEFFCOAT MECHANICAL SERVICES, INC.
2628 3rd AVENUE SOUTH • BIRMINGHAM, ALABAMA 35233



HEATING • VENTILATION • AIR-CONDITIONING

Personnel Responsible for Providing Services

Name	Job Title	Years with Company	Rate/Hour
Harry Jeffcoat	President\ Mechanical Engineer	33	N/A
John Jeffcoat	Sales\Project Manager	11	N/A
Jeff Jones	Service\ Project Manager	29	\$70.00
Jeff Waid	Senior Service Technician	29	\$65.00
Lynn Terry	Service\ Installation Technician	23	\$65.00
Mark Rivers	Service Technician\Manager	17	\$65.00
Brian Freeman	Service Technician	17	\$65.00
Jonathan Kelley	Service Technician	9	\$65.00
Kyle Little	Service Technician	8	\$65.00
J. Clint Earnest	Service Technician	2	\$65.00
Jacob McCombs	Service Apprentice	1	\$40.00

Employees have received training and are conversant with air handlers, chillers, boilers, cooling towers, water source heat pumps, fan coils, mini split systems, rooftop package gas/electric units, pumps, exhaust fans, energy recovery ventilators, tube heaters, outside air heat pumps, variable frequency drives, VAV boxes, PIU boxes, air compressors, heat exchangers, AC/HP split systems, Liebert HVAC computer room equipment, and DDC control systems.

Please see the following for additional documentation concerning employee's CFC Licenses, certifications for specialized training and other applicable licenses.



GUARDIAN-IPCO, INC.

April 12, 2013

Guardian-Ipco Intorduction:

We wish to submit information to you regarding our credentials, training programs, and our affiliations. Guardian-IPCO, a female-owned, Alabama Corporation has been providing quality water treatment service programs since 1972. (A copy of our female-owned business enterprise certificate is available upon request.)

Guardian-IPCO is a member of the **Association of Water Technologies (AWT, www.awt.org)** and the **International Water Treatment Manufacturers Association (IWTMA)**. Both of these organizations are to advance technology and services in water treatment. Guardian-IPCO is also a member of the **United States Green Building Council (USGBC)**.

We provide quality chemical products for boiler and cooling water systems. It is with great pride that we announce Guardian has obtained the International Standards Organization certification. We blend the majority of our products here at our Birmingham facility under **ISO 9001/2008 Standards**.

Our Quality Policy is to become the premier water treatment company in the Southeast focusing on:

- Customer Satisfaction and
- Continual Improvement

Our Quality Objectives are:

- To achieve a 95% customer satisfaction rating
- 95% Shipment of orders within 24 hours of receipt
- < 5% Process defects

We are also distributors for several manufacturers of control equipment including conductivity and pH. Chemical pumps, water meters, flow meter pulsars and water softeners are also part of our equipment lines.

Our service capabilities are our strongest benefit. Our representatives are equipped with portable lab equipment to analyze any water treatment problem you may have dealing specifically with minerals and metals at your site. Listed below are just a few of our "Silver Bullets" that we provide for our customers.

- **Solution Oriented People.** Our service and technical staff are willing to "Roll up Our Sleeves" and repair, replace and maintain your treatment equipment such as controllers, pumps and softeners to assure the program stays on track.
- **Extensive Analytical Services.** We can provide analysis of water and deposit samples, corrosion studies, and microbiological testing. Routine field analyzes at the customer site is performed with a Hach DR-890 spectrophotometer and digital titration. Detailed reports are generated on site and discussed with pertinent plant personnel regarding equipment status. Consultation with plant personnel on energy and water savings is also offered as a routine service.
- **Comprehensive Operator Training.** Guardian-IPCO excels in providing technical training. Employee training is crucial to the success of your water and energy management program. We have developed a one-day, generic program to meet this educational need.
- **The Analysis Pad (TAP & TAP/NET).** This is our computer software analysis pad to generate service reports. This system stores and records tests results, inventories, water meter readings, etc. This data is transferable in the form of graphs, e-mail or electronic communication. Plus TAP/NET now offers our customers the ability to access account information such as service reports, graph/trending information & solution tracking on line from your desk.
- **Performance Guarantee.** Simply stated we stand behind what we do, if our program guidelines are followed. We guarantee to keep our customers equipment running efficiently, free from scale, corrosion, or microbiological fouling.



Company Owner:

Mrs. Cindy Mitchell, President at Guardian-Ipco
36-years water treatment experience
Certified Water Technologist

Company Service Representative

Mr. James Jackson, Area Manager at Guardian-Ipco
17-years water treatment experience
Certified Water Technologist





DNV BUSINESS ASSURANCE

MANAGEMENT SYSTEM CERTIFICATE

Certificate No. CERT-10494-2005-AQ-HOU-ANAB

This is to certify that

Guardian-IPCO

at

44 Vann Drive, Birmingham, AL 35242 USA

has been found to conform to the Management System Standard:

ISO 9001:2008

This Certificate is valid for the following product or service ranges:

**The design, manufacture and sales of water treatment chemicals,
equipment and test kits to feed and monitor these chemicals**

Initial Certification date:

October 11, 2005

This Certificate is valid until:

October 20, 2014

*The audit has been performed under the
supervision of*

Michael Polk
Lead Auditor



Place and date:

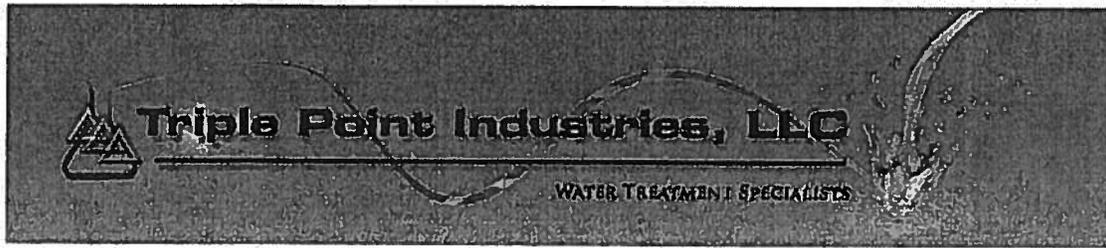
Houston, Texas, October 20, 2011

for the Accredited Unit:

**DET NORSKE VERITAS
CERTIFICATION INC., HOUSTON TEXAS**

David Shields
Management Representative

Lack of fulfillment of conditions as set out in the Certification Agreement may render this Certificate invalid.



To: Jeff Jones
Service/Project Manager
Jeffcoat Mechanical Services

Re: Subcontractor information for City of Mountain Brook Municipal Complex.

From: Nick Harvey
Service Technician
Triple Point Industries, LLC

Date: April 15, 2013

Water treatment:

Triple Point Industries, LLC
Owner: Charles Maynard
Service Technician: Nick Harvey

Sincerely,

Nick Harvey
205-369-3169

Triple Point Industries, LLC
1813 3rd Avenue South, Birmingham, AL 35233
Phone: 205-328-0808
Fax: 205-328-0816
www.tpichemical.com

ORDINANCE NO. 1888

**AN ORDINANCE TO REZONE A PARCEL
OF LAND IN THE CITY OF MOUNTAIN BROOK, ALABAMA
FROM ITS CURRENT TEMPORARY ESTATE DISTRICT ZONING
TO [PERMANENT] ESTATE RESIDENCE DISTRICT**

WHEREAS, the real estate as more particularly described in Exhibit "A" and illustrated in the accompanying map entitled Exhibit "B" is presently [temporarily] zoned Estate District as provided by Ordinance No. 1347; and

WHEREAS, after due consideration, the City Council has determined that the zoning classification of the Real Estate should be Estate Residence District.

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

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

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

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

ADOPTED: The 13th day of May, 2013.

Council President

APPROVED: The 13th day of May, 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 an ordinance adopted by the City Council of the City of Mountain Brook, Alabama, as its meeting held on May 13, 2013, as same appears in the minutes of record of said meeting, and published by posting copies thereof on May ____, 2013, at the following public places, which copies remained posted for five (5) days as required by law.

City Hall, 56 Church Street
Gilchrist Pharmacy, 2850 Cahaba Road
The Invitation Place, 3150 Overton Road

Piggly Wiggly Foodstore No. 4, 93 Euclid Ave.
Joe Muggs/Yogurt Mountain, 2037 Cahaba Road

City Clerk

DESCRIPTION

PARCEL A

A parcel of land situated in the South 1/2 of the NW 1/4 of Section 31, Township 17 South, Range 1 West, Jefferson County, Alabama being more particularly described as follows:

Commence at a 1" iron pipe being the SW corner of the NW 1/4 of Section 31, Township 17 South, Range 1 West; thence N 89°41'23" E along the south line of said 1/4 line and along the northern boundary line of Lot 28-A Cherry Brook Estates as recorded in the Office of the Judge of Probate, Jefferson County, Alabama, a distance of 107.47 feet to an iron pin capped EDG and the POINT OF BEGINNING; thence N 0°18'39" W, leaving said 1/4 line and said lot line, a distance of 81.67 feet to an iron pin capped EDG; thence S 89°49'47" E a distance of 229.23 feet to a point; thence N 15°50'49" E a distance of 493.07 feet to a cross in a concrete driveway and a point on a non-tangent curve to the right, having a radius of 100.00 feet and a central angle of 48°05'12", the chord of which bears S 42°36'33" E for a distance of 81.49 feet; thence along the arc and concrete driveway for a distance of 83.93 feet to a cross in the concrete driveway being a point of tangency; thence S 18°33'57" E along the concrete driveway a distance of 54.28 feet to a cross in the concrete driveway and the point of curvature for a curve to the left having a radius of 97.27 feet and a central angle of 58°28'42", the chord of which bears S 47°48'18" E for a distance of 95.02 feet; thence along the arc and concrete driveway for a distance of 99.28 feet to a cross in the concrete driveway; thence N 78°20'15" E, leaving the driveway, for a distance of 171.44 feet to an iron pin capped EDG; thence N 32°52'41" E a distance of 177.70 feet to an iron pin capped EDG; thence N 0°31'32" E a distance of 250.08 feet to an iron pin capped EDG on the northeastern boundary line of a 100 foot wide Alabama Power Company right-of-way; thence S 58°32'53" E along said right-of-way line a distance of 646.68 feet to a 1" crimped iron lying on the northwestern right-of-way of Interstate Highway 459; thence S 45°27'57" W leaving said Alabama Power right-of-way and along said Interstate right-of-way, a distance of 321.44 feet to a concrete monument and the northeasternmost corner of that Patent as described by Real 1858, Page 257 as recorded in the said office of the Judge of Probate; thence S 69°34'21" W along the northwestern boundary line of said patent, a distance of 481.00 feet to an iron pin capped Jackline; thence S 46°26'59" W along the northwestern boundary line of said patent, a distance of 121.11 feet to a concrete monument on the northwestern boundary line of the said Interstate right-of-way and the northeast corner of lot 28-A of said Cherry Brook Estates; thence S 89°41'22" W, leaving said Interstate right-of-way and along the northern boundary lines of lots 28-A and 28-A of said subdivision, a distance of 580.35 feet to the POINT OF BEGINNING.

Subject to a Alabama Power Company Right of Way as recorded in Volume 1456 Page 507, Volume 1490 Page 135, Volume 1490 Page 306, Volume 1456 Page 511, and Volume 1738 Page 795.

EXHIBIT A

1888

PARCEL B

A parcel of land situated in the SW 1/4 of the NW 1/4 of Section 31, Township 17 South, Range 1 West, Jefferson County, Alabama being more particularly described as follows:

BEGIN at a 1" open pipe being the SW corner of the NW 1/4 of Section 31, Township 17 South, Range 1 West; thence N 89°41'23" E along the south line of said 1/4 line and along the northern boundary line of Lot 28-A Cherry Brook Estates as recorded in the Office of the Judge of Probate, Jefferson County, Alabama, a distance of 107.47 feet to an iron pin capped EDG; thence N 0°18'38" W, leaving said 1/4 line and said lot line, a distance of 81.87 feet to an iron pin capped EDG; thence S 89°48'47" E a distance of 229.23 feet to a point; thence N 15°50'49" E a distance of 493.07 feet to a cross in a concrete driveway and a point on a non-tangent curve to the right, having a radius of 100.00 feet and a central angle of 48°05'12", the chord of which bears S 42°38'33" E for a distance of 81.49 feet; thence along the arc and concrete driveway for a distance of 83.93 feet to a cross in the concrete driveway being a point of tangency; thence S 18°33'57" E along the concrete driveway a distance of 54.28 feet to a cross in the concrete driveway and the point of curvature for a curve to the left having a radius of 97.27 feet and a central angle of 44°16'33", the chord of which bears S 40°42'13" E for a distance of 73.31 feet, thence along the arc and concrete driveway for a distance of 75.16 feet to a cross in the concrete driveway; thence N 0°08'23" W and leaving said concrete driveway a distance of 283.16 feet to a iron pin capped Jackins; thence N 89°36'06" E a distance of 80.93 feet to a iron pin capped Jackins; thence N 0°08'12" W a distance of 289.28 feet to a iron pin capped Jackins on the northeastern boundary line of a 100 foot wide Alabama Power right-of-way; thence N 58°51'38" W along said right-of-way line a distance of 478.12 feet to a 3/4" rebar; thence S 0°24'09" E and leaving said right-of-way line a distance of 519.00 feet to an iron pin capped Jackins; thence S 89°48'32" W a distance of 200.46 feet to an iron pin capped Jackins; thence S 50°12'04" W a distance of 91.91' to an iron pin capped WSE on the eastern boundary line of Lot 7 of Block 2 of Duncan & Gilliam Addition to Cherokee Bend Estates East Sector - 2nd Addition, recorded in the office of the Judge of Probate, Jefferson County, Alabama and the west line of the NW 1/4 of Section 31, Township 17 South, Range 1 West; thence S 0°24'05" E along the west line of said 1/4 section and along the eastern boundary line of said Lot 7 and Lots 1 through Lot 4 of Block 4 of said subdivision a distance of 609.64 feet to the POINT OF BEGINNING.

Subject to a Alabama Power Company Right of Way as recorded in Volume 1456 Page 507, Volume 1490 Page 135, Volume 1490 Page 306, Volume 1456 Page 511, and Volume 1736 Page 795.

EXHIBIT A

1888

30' EASEMENT

An easement 30 feet in width for the purpose of ingress, egress and utilities, situated in the South 1/2 of the NW 1/4 of Section 31, Township 17 South, Range 1 West, Jefferson County, Alabama, lying 15 feet either side of and parallel to the following described centerline:

Commence at a 1" open pipe being the SW corner of the NW 1/4 of Section 31, Township 17 South, Range 1 West and the southeast corner of Lot 4 Block 4 of Duncan & Gilliam Addition to Cherokee Bend Estates East Sector - 2nd Addition, recorded in the office of the Judge of Probate, Jefferson County, Alabama; thence N 0°24'05" W along the west line of said 1/4 section and the eastern boundary line of lots 4, 3 and 1 of said subdivision and the right of way of Spring Rock Road a distance of 512.75 feet to the POINT OF BEGINNING, said point being a point on a non-tangent curve to the right having a radius of 50.00 feet and a central angle of 51°00'09", the chord of which bears S 84°14'21" E for a distance of 43.05 feet; thence along the arc for a distance of 44.51 feet to a point of tangency; thence S 38°44'17" E a distance of 100.60 feet to a point of curve to the left, having a radius of 70.00 feet and a central angle of 70°21'43", the chord of which bears S 73°55'08" E for a distance of 80.66 feet; thence along the arc for a distance of 85.96 feet to a point of compound curve to the left, having a radius of 100.00 feet and a central angle of 24°25'37", the chord of which is N 58°41'12" E for a distance of 42.31 feet, thence along the arc for a distance of 42.63 feet to a point of tangency; thence N 48°28'23" E a distance of 65.42 feet to a point of curve to the left, having a radius of 240.00 feet and a central angle of 19°18'15", the chord of which is N 36°48'46" E for a distance of 80.55 feet; thence along the arc for a distance of 80.93 feet to a point of reverse curve to the right, having a radius of 100.00 feet and a central angle of 86°11'42", the chord of which bears N 70°15'00" E for a distance of 136.65 feet; thence along the arc for a distance of 150.44 feet to a point of tangency; thence S 68°39'09" E a distance of 37.90 feet to a point of curve to the right, having a radius of 100.00 feet and a central angle of 48°05'12", the chord of which bears S 42°38'33" E for a distance of 81.49 feet; thence along the arc for a distance of 83.93 feet to a point of tangency; thence S 18°33'57" E a distance of 54.28 feet to a point of curve to the left having a radius of 97.27 feet and a central angle of 58°28'42", the chord of which bears S 47°46'18" E for a distance of 95.02 feet, thence along the arc for a distance of 99.28 feet to the POINT OF ENDING of this easement. I hereby certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.

Surveyor's Signature: Joseph Schifano III
Alabama License Number 23661, Date: January 24, 2011

NOTE:

1. North arrow based on Alabama State Plane Grid North (NAD 83)
2. Date of field work (January 20, 2011)
3. Type of survey Boundary Survey.
4. Survey for Connor Farmer
5. Survey not valid without original signature.
6. Map bearings and distances reference a survey by Rowland Jackins dated 9-23-10.



EXHIBIT A

1888

EXHIBIT B

