

**MOUNTAIN BROOK CITY COUNCIL
MEETING AGENDA**

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

MONDAY, JUNE 10, 2013, 7:00 P.M.

1. Address: Richard Craig of the Jefferson/Blount/St. Clair Mental Health/Mental Retardation Authority (MRD/DD310) to address the Mayor and members of the City Council regarding the Authority's fiscal 2014 budget appropriation.
2. Approval of the minutes of the May 28, 2013 regular meeting of the City Council.
3. Consideration: Resolution setting a public hearing for July 8, 2013 to consider the adoption of an ordinance amending Chapter 129 of the City Code by adding a new "Vine Street Transitional" zoning district and amending the Article XXXI (Village Overlay Standards) and Section 129-416 (Advisory Design Review Required in the Villages of Mountain Brook).
4. Consideration: Resolution declaring certain property surplus and authorizing its sale at public Internet auction or disposal.
5. Consideration: Resolution accepting and authorizing the execution of a change order with respect to the Alscan, Inc. security and CCTV systems contract (Resolution No. 2013-014 dated January 28, 2013) with respect to the operation and control of the Police Department sallyport.
6. Consideration: Resolution authorizing the execution of a Brasfield & Gorrie, LLC contract change order with respect to the municipal complex construction project (re: Motion No. 2012-203 adopted on July 13, 2012)
7. Consideration: Resolution authorizing the execution of a 3-year Auxiliary Audit Agreement between the City and PRA Government Services, LLC.
8. Consideration: Ordinance designating parking space restrictions (2-hour and City employee parking only) around the municipal complex.
9. Announcement: The next regular meeting of the City Council is Monday, June 24, 2013, at 7 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.
10. Other business.
11. Comments from residents.
12. Adjourn.

JEFFERSON - BLOUNT - ST. CLAIR MENTAL HEALTH AUTHORITY

940 Montclair Road Suite 200 Birmingham, Alabama 35213 www.jbsmha.com
Telephone: (205) 595-4555 Voice Mail: (205) 380-6460 Fax: (205) 592-3539 TDD: 1-800-545-1833 ext. 516

Executive Committee of the Board

Marianne Sharbel
President

Cathy Irvin
First Vice-President

Margie Sanford
Second Vice-President

Lois Scott
Secretary

J. Marvin Thornton
Treasurer

Cindy Smith
Asst. Secretary / Treasurer

Scotty Colson
Member-At-Large

Ann Glass
Member-At-Large

Lamar Kelly
Member-At-Large

May 29, 2013

Mr. Sam Gaston, City Manager
City of Mountain Brook
P O Box 130009
Mountain Brook, AL 35213

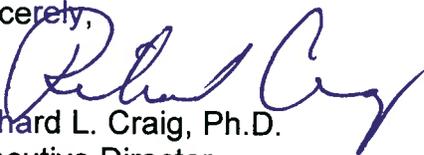
Dear Mr. Gaston:

Please find enclosed our budget request for fiscal year 2014 outlining the funding needs of the agencies and programs for whom the Jefferson-Blount-St. Clair Mental Health Authority is requesting local funding. Please distribute this information to Mayor Oden and the Mountain Brook City Council members for their review and consideration.

We are looking forward to presenting our budget request to the Mountain Brook City Council members at the June 10, 2013 council meeting at 7:00 p.m. Please contact Sophia Holloway or myself at 595-4555 if you will need any additional information prior to the meeting.

Please contact me if you have any questions. Thank you for your assistance.

Sincerely,



Richard L. Craig, Ph.D.
Executive Director

cc: Mrs. Marianne Sharbel, Mountain Brook appointee to JBS board
Mr. Jansen Voss, Mountain Brook appointee to JBS board
Mr. Bradley Cain, Mountain Brook appointee to JBS board

Encl

JEFFERSON - BLOUNT - ST. CLAIR MENTAL HEALTH AUTHORITY

940 Montclair Road Suite 200 Birmingham, Alabama 35213 www.jbsmha.com
Telephone: (205) 595-4555 Voice Mail: (205) 380-6460 Fax: (205) 592-3539 TDD: 1-800-545-1833 ext. 516

Executive Committee of the Board

Marianne Sharbel
President

Cathy Irvin
First Vice-President

Margie Sanford
Second Vice-President

Lois Scott
Secretary

J. Marvin Thornton
Treasurer

Cindy Smith
Asst. Secretary / Treasurer

Scotty Colson
Member-At-Large

Ann Glass
Member-At-Large

Lamar Kelly
Member-At-Large

May 29, 2013

The Honorable Mayor, Lawrence T. Oden
City of Mountain Brook
P O Box 13009
Mountain Brook, AL 35213

Honorable Mayor Oden:

Enclosed please find our budget request for Fiscal Year 2014, outlining the funding needs of the agencies and programs for whom the Jefferson-Blount-St. Clair Mental Health Authority is requesting local funding. Please note that the total amount of local support needed from all of the region's local governments is \$947,361. The appropriation desired from the City of Mountain Brook is **\$2,100**.

Your contributions in the past have made a tremendous difference in the lives of the clients we serve. In combination with state, federal, and other local allocations, your funds have provided the following to 38 Mountain Brook residents in the past year:

- Medications and outpatient therapy for citizens with mental illness and substance abuse disorders,
- A place to live and receive treatment for community members with mental illness, intellectual disabilities and substance abuse disorders,
- In-home therapy to prevent at-risk youth from being removed from their homes,

Local funds are one of the most important resources to our system of care because they provide flexibility in their use. This flexibility allows our system to fill gaps in funding sometimes left as a result of designated state and federal funding of services. These funds also provide matching funds so that we can draw down federal funds. Without the support of the City of Mountain Brook, our system would not be able to provide many of the services so crucial to the mental health needs of our community.

For the upcoming fiscal year, we are asking the City of Mountain Brook to consider appropriating our agency **\$2,100**. This amount is equal to a level funding request for fiscal year 2014.

This agency has a long tradition of serving persons with the most serious mental illnesses, intellectual disabilities, and substance abuse disorders--persons who have little or no health care funding, and who depend upon us for their mental health care. We serve a high percentage of persons below the poverty level, a high percentage of minorities, and thousands of people who cannot access services any other way. Our system served over 30,000 of these clients last fiscal year.

Enclosed is a description of all the services provided for by local funds. You can see that none of these services are "luxury" items, but are services that recipients vitally need to return to and remain as functioning members of our community.

On behalf of the clients we serve, we would like to thank you for your careful consideration of this request and for your past and continued support of our clients and programs.

Sincerely,

Richard L. Craig, Ph.D.
Executive Director

Enc: Description of Local Services
History of Clients Served and Funding

**JEFFERSON-BLOUNT-ST. CLAIR
MENTAL HEALTH AUTHORITY**

Description of Local Services and Projected Funding Levels

EASTSIDE MENTAL HEALTH CENTER INPATIENT SERVICES - \$120,000: This funding is to assist Eastside Mental Health Center in providing for inpatient psychiatric treatment for persons in crisis and who are uninsured.

WESTERN MENTAL HEALTH CENTER INPATIENT SERVICES AND GENERAL OPERATIONS - \$155,556: This funding is to assist Western Mental Health Center in providing for inpatient psychiatric treatment for persons in crisis and who are uninsured, and in providing outpatient services to maintain persons with mental illness in the community.

UAB COMMUNITY PSYCHIATRY PROGRAM - \$120,000: This funding is to assist UAB Mental Health Center in providing for inpatient psychiatric treatment for persons in crisis and who are uninsured.

PROGRAMS OPERATED BY THE JEFFERSON-BLOUNT-ST. CLAIR MENTAL HEALTH AUTHORITY - \$551,805: This funding provides for the following services:

Children Services Programs including the F.I.N.D. Project (Family Integrity Network Demonstration Project): The F.I.N.D. program provides in-home and case management services for children at risk of being removed from their homes, and their families, to preserve the integrity of the family unit. Services also include a crisis intervention response team which provides in-home intervention and assessment to children identified as multiple needs children to prevent removal of the children from their homes.

Family Court Liaison: This program provides direct liaison services to emotionally/behaviorally disturbed children and their families involved with the Family Courts in Jefferson and St. Clair Counties. These employees are responsible for clinical assessment of client needs and advocating for appropriate, least restrictive alternatives. These employees work directly with the Family Court Judges, probation officers, and staff of the court in accessing and implementing mental health services.

Children Overcoming Problems Everyday (COPE): Child Mental Health Initiative formerly funded via a SAMHSA federal grant, this program has been sustained through the financial support of local DHR, Family Court and City and County school systems to enhance and expand child and adolescent mental health services within Jefferson County. This program has allowed us to develop new services, improve access to existing services, and improve our ability to identify children in need of our services.

Intellectual Disabilities Group Home, Dual Diagnosis Home and Supported Housing Projects: These programs provide residential services for 55 individuals with intellectual disabilities or developmental disabilities. Local funds provide match for accessing federal reimbursement.

Intellectual Disabilities Day Training: This program provides a variety of day training services, such as personal, social and vocational skills for persons with intellectual disabilities/developmental disabilities. Local funds provide match for accessing federal reimbursement.

Intellectual Disabilities Supported Employment: This program provides supported employment opportunities to individuals with intellectual disabilities. Local funds provide match necessary for accessing Federal Medicaid reimbursement.

Mental Illness Residential Housing, Supported Housing, Apartments, and Clinical Services: This program provides community based housing and associated therapeutic services for 310 persons with mental illness, who would otherwise be patients at state psychiatric hospitals.

Mental Illness Day Treatment: This program provides intensive habilitation training in economic self-sufficiency, self-care, self-direction, receptive/expressive language, learning and capacity for independent living. The focus of training is to enable the individual to reach his or her maximum potential which would allow movement to the most independent setting possible. Local funds provide match for accessing federal reimbursement.

Mental Illness Foster Homes and Nursing Homes: This program provides monitoring and supervision of persons placed in the 50 foster home beds and 70 nursing home beds available for the mentally ill/intellectually disabled in our three county region. Mental health services are also provided to these clients, as needed, through this program.

Community Outreach Services Case Management: This program provides assistance for clients to obtain housing, entitlements, and health care services, to enable them to live successfully in the community.

Probate Court Services: This program provides for a link between the Jefferson County and Bessemer Cut-Off Probate Courts and the community mental health system, and to assist families (petitioners) seeking commitment to state hospitals.

Supported Living: This program provides two Supported Living case managers who work with clients returning to independent living after being hospitalized at Bryce Hospital and then completing one of the Authority's residential programs. These clients receive case management support needed to enable them to maintain their independence in the community.

Jefferson County Health Department Team: The focus of the Health Department Team is to target consumers residing in Boarding Homes in an attempt to increase their quality of care. The team will work in concert with the Health Department Inspection Team to strive to decrease the number of non-permitted Boarding Homes, while increasing Boarding Home resources for the homeless population.

Bryce Hospital Liaison: This program provides a link between Bryce Hospital and other Department of Mental Health facilities and the community mental health programs of our region.

Homeless Services: This program provides case management services for homeless individuals with mental illness, to assist them in accessing housing, entitlements, and health care services. Local Funds provide match for accessing federal grant reimbursement.

Jefferson County Sheriff's Department CSO: This program provides mental health outreach and liaison services to the sheriff's department. Sheriff's deputies have access to a CSO 24 hours a day, seven days a week.

Program of Assertive Community Treatment: A team approach to care, targeting hard to reach individuals diagnosed with severe and persistent mental illness. Integrates mental health treatment, substance abuse treatment, vocational rehabilitation, case management, assistance with daily living skills and social support within a multi-disciplinary team. Emergency response is also provided by this 12 person team and a team member is available 24 hours per day, 7 days per week.

Outpatient Commitment Team: This program works with individuals who are undergoing evaluation for involuntary commitment or have been outpatient committed to a designated mental health facility by Jefferson County Probate Court. The program purpose is to provide less restrictive treatment options for individuals by offering court screening, in-home intervention and physician assessment and treatment services.

Office of Deaf Services: Provides clinical services, case management and residential services to mentally ill consumers with hearing loss. Interpreting services in mental health care settings are also provided out of this office. Staff also performs advocacy work to ensure that all persons with hearing loss receive access to culturally and linguistically appropriate services in mental health.

Properties Management: This category provides funds for maintenance of buildings and equipment associated with the Authority central office, Eastside Mental Health Center, the Intellectual disabilities Skills Center, the 1920 Club, mental illness residential beds, and intellectual disabilities residential beds.

Authority Administration: This category provides for a variety of services that are not covered through state contracts and other funding sources, such as client information system, client trust accounting, contract management, and other administrative services.

**Jefferson-Blount-St. Clair Mental Health Authority
Projected Utilization of Local Funds
for Fiscal Year 2014**

DESCRIPTION	AMOUNT
<u>Sub-Contracted Programs:</u>	
Eastside Mental Health Center	\$120,000
Western Mental Health Center	\$155,556
UAB Mental Health Center	\$120,000
<u>Authority Operated Programs:</u>	
Children's Programs	\$551,805
Family Court Liaison	
Children Overcoming Everyday Problems (COPE)	
Intellectual Disabilities Group Home Project	
Intellectual Disabilities Dual Diagnosis Home Project	
Intellectual Disabilities Supported Housing	
Intellectual Disabilities Day Training Project	
Intellectual Disabilities Supported Employment Project	
Mental Illness Residential	
Mental Illness Apartments	
Mental Illness Day Treatment	
Mental Illness Foster Homes and Nursing Homes	
Community Outreach Services Including Case Management/RN Services	
Probate Court Services	
Supported Living	
Jefferson County Health Department Team	
Bryce Hospital Liaison	
Homeless Services	
Jefferson County Sheriff's Department Community Support Officers	
Program of Assertive Community Treatment	
Outpatient Commitment Team	
Office of Deaf Services	
Properties Management	
Administration	
TOTAL NEEDED FROM LOCAL GOVERNMENTS	<u>\$947,361</u>
TOTAL DESIRED APPROPRIATION FROM CITY OF MOUNTAIN BROOK	<u>\$ 2,100</u>

*Note that the program amounts listed above are based on receipt of the full amount needed from each participating local government. If the appropriation received is less than what is needed, all programs will be financially affected.

JEFFERSON-BLOUNT-ST. CLAIR MENTAL HEALTH AUTHORITY
 HISTORY OF CLIENTS SERVED AND FUNDING (LAST 10 YEARS)
 CITY OF MOUNTAIN BROOK

	<u>MOUNTAIN BROOK APPROPRIATION</u>	<u>MOUNTAIN BROOK RESIDENTS SERVED</u>
DESIRED FISCAL YEAR 2014 APPROPRIATION	\$ 2,100	
CURRENT YEAR - FISCAL YEAR 2013	2,100	
FISCAL YEAR 2012	2,000	38
FISCAL YEAR 2011	2,000	77
FISCAL YEAR 2010	2,000	71
FISCAL YEAR 2009	2,000	81
FISCAL YEAR 2008	2,000	128
FISCAL YEAR 2007	1,400	114
FISCAL YEAR 2006	1,300	148
FISCAL YEAR 2005	1,300	144
FISCAL YEAR 2004	1,300	167

JEFFERSON-BLOUNT-ST. CLAIR MENTAL HEALTH PROVIDER NETWORK
 UNDUPLICATED COUNT OF CLIENTS SERVED
 FISCAL YEAR 2012 - CITY OF MOUNTAIN BROOK

	<u>MOUNTAIN BROOK</u>
	-
UAB MENTAL HEALTH CENTER	8
UAB SUBSTANCE ABUSE	14
EASTSIDE MENTAL HEALTH CENTER	1
WESTERN MENTAL HEALTH CENTER	0
JBS ID GROUP HOMES	0
JBS ID DAY TRAINING PROGRAM	0
JBS MI RESIDENTIAL PROGRAM	0
JBS BRYCE LIAISON	0
JBS BRYCE EXTENDED CARE OUTPLACEMENT (POP)	0
JBS MH PROBATE COURT SERVICES	0
JBS MH COMMUNITY OUTREACH SERVICES	0
JBS SUPPORTIVE LIVING	0
JBS HOMELESS SERVICES PROJECT	0
JBS IN-PATIENT HOSPITAL LIAISON	0
JBS OUTPATIENT COMMITMENT TEAM	0
JBS JEFFERSON COUNTY HEALTH DEPARTMENT TEAM	0
JBS JEFFERSON COUNTY COMMUNITY SERVICE OFFICERS	0
JBS CHILDREN'S SERVICES	5
JBS PROACT TEAM	0
JBS BESSEMER CUT-OFF SERVICES TEAM	0
JBS DEAF SERVICES	0
JBS PROJECT REBOUND CRISIS COUNSELING	0
JBS CRISIS CENTER CASE MANAGER	0
1920 CLUB	0
ALCOHOL & DRUG ABUSE TREATMENT CENTER	0
ALETHEIA HOUSE	0
FELLOWSHIP HOUSE	10
ST. ANNE'S HOME	0
GATEWAY, INC.	0
OAKMONT CENTER	0
JCCEO	0
TOTAL CLIENTS SERVED	38

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

The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 6:00 p.m. on Tuesday, the 28th day of May, 2013. The Council President called the meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President
Jack D. Carl
William S. Pritchard III
Jesse S. Vogtle, Jr.

Absent: Amy G. Carter, Council President Pro Tempore
Lawrence T. Oden, Mayor

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

1. AGENDA

1. Nimrod Long of Nimrod Long & Associates presented additional landscaping plans and costs for the municipal complex. (Motion 2013-086 was added to the formal agenda.)
2. Police Chief Ted Cook presented a change order for the security package at the Police Station. (Resolution No. 2013-085 was added to the formal agenda.)
3. Public Works Superintendent, Ronnie Vaughn, presented a request from the City of Vestavia Hills for the City to participate in an Alabama Transportation Rehabilitation and Improvement Program (ATRIP) grant for the portion of Rocky Ridge Road that is within our corporate limits (Appendix 1).

The members of the City Council expressed general consensus with the notion of paying a portion of the [net] cost of the project. However, there was some question as to the effect of the Alabama Department of Transportation modifications to U. S. Highway 280 currently underway in the vicinity of the subject area and the allocation of [net] costs to the City considering the proposed ATRIP project encompasses a much broader area than just that portion of Rocky Ridge that abuts the Mountain Brook city limit. The matter was tabled pending further study.

2. EXECUTIVE SESSION AND ADJOURNMENT

There being no further business to come before the City Council, it was moved by Council President Smith that the City Council convene in executive session to discuss a matter involving potential litigation. The motion was seconded by Council member Pritchard. The City Attorney certified that the subject matter of the executive session is allowed pursuant to the Open Meetings Act. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Virginia C. Smith, Council President
Jack D. Carl
William S. Pritchard III
Jesse S. Vogtle, Jr.

Nays: None

President Smith declared that the motion carried by a vote of 4-0 and then asked that the members of the audience be excused. President Smith also announced that the City Council pre-meeting will adjourn upon conclusion of the executive session and the regular council meeting would commence upon adjournment of the executive session.

Steven Boone, City Clerk

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

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

Present: Virginia C. Smith, Council President
Jack D. Carl
William S. Pritchard III
Jesse S. Vogtle, Jr.

Absent: Amy G. Carter, Council President Pro Tempore
Lawrence T. Oden, Mayor

Also present were City Attorney Whitt 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. RECOGNITION OF GUESTS

President Smith recognized two Boy Scouts (Christian Huddle of Troop 53 and another from Troop 320).

2. CONSENT AGENDA

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

Approval of the minutes of the May 13, 2013 meeting of the City Council.

2013-083	Reappoint David P. B. Price to the Park and Recreation Board, to serve without compensation, with a term of office to expire on May 27, 2018.	Exhibit 1
2013-084	Ratify the execution of a release agreement between the City and Walker Patton Company, Inc. with respect to the Safe-Routes-to-Schools sidewalk construction project.	Exhibit 2, Appendix 1
2013-085	<p>Authorize the following Alscan, Inc. change orders:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Install additional card readers (3 each) in jail area - \$4,773.00 <input type="checkbox"/> Relocate security camera in service yard - \$3,976.00 <input type="checkbox"/> Change security camera lens in exercise camera - \$408.00 <input type="checkbox"/> Relocate security camera in exercise yard - \$968.00 <input type="checkbox"/> Change security camera lens in sally port camera - \$408.00 <input type="checkbox"/> Install additional cameras to cover blind spots in ISO1, ISO2, women's dorm and outside guard room - \$10,648.00 	Exhibit 3, Appendix 2
2013-086 Motion	Authorize the purchase and installation of a Japanese Maple and holly bush for the municipal complex.	

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

Ayes: Virginia C. Smith, Council President
 Jack D. Carl
 William S. Pritchard III
 Jesse S. Vogtle, Jr.

Nays: None

Council President Smith thereupon declared that said minutes, resolutions (nos. 2013-083 through 2013-085) and motion (2013-086) are adopted by a vote of 4—0 and, as evidence thereof, she signed the same.

3. PUBLIC HEARING: CONSIDERATION OF AN ORDINANCE (NO. 1889) AMENDING SECTION 129-192(b) OF THE CITY CODE ALLOWING VETERINARY/ANIMAL GROOMING USES AS A CONDITIONAL USE IN THE LOCAL BUSINESS DISTRICT (EXHIBIT 4)

Council President Smith introduced the ordinance in writing and invited comments and questions from the audience. There being no discussion or comment, Council member Pritchard made a motion that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended, and that unanimous consent to the immediate consideration of said ordinance be given and that the reading of the ordinance at length be waived. The motion was seconded by Council member Vogtle and was carried, as follows:

Ayes: Virginia C. Smith, Council President
 Jack D. Carl
 William S. Pritchard, III
 Jesse S. Vogtle, Jr.

Nays: None

The President of the Council declared the motion carried by a vote of 4—0.

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

Ayes: Virginia C. Smith, Council President
 Jack D. Carl
 William S. Pritchard, III
 Jesse S. Vogtle, Jr.

Nays: None

The President of the Council declared that the ordinance (No. 1889) is hereby adopted by a vote of 4—0 and, as evidence thereof, she signed the same.

4. CONSIDERATION OF AN ORDINANCE (NO. 1890) AMENDING THE FISCAL 2013 BUDGET (APPENDIX 3)

Council President Smith introduced the ordinance in writing and invited comments and questions from the audience. There being no comments or discussion, Council member Pritchard made a motion that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended, and that unanimous consent to the immediate consideration of said ordinance be

given and that the reading of the ordinance at length be waived. The motion was seconded by Council member Vogtle and was carried, as follows:

Ayes: Virginia C. Smith, Council President
Jack D. Carl
William S. Pritchard, III
Jesse S. Vogtle, Jr.

Nays: None

The President of the Council declared the motion carried by a vote of 4—0.

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

Ayes: Virginia C. Smith, Council President
Jack D. Carl
William S. Pritchard, III
Jesse S. Vogtle, Jr.,

Nays: None

The President of the Council declared that the ordinance (No. 1890) is hereby adopted by a vote of 4—0 and, as evidence thereof, she signed the same.

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

Council President Smith announced that the next regular meeting of the City Council will be Monday, June 10, 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.

6. ADJOURNMENT

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

Steven Boone, City Clerk

EXHIBIT 1

RESOLUTION NO. 2013-083

BE IT RESOLVED by the City Council of the City of Mountain Brook that the City Council hereby reappoints David P. B. Price to the Park & Recreation Board, to serve without compensation, until May 27, 2018.

RESOLUTION NO. 2013-087

BE IT RESOLVED by the City Council of the City of Mountain Brook that, at the meeting of the City Council to be held on Monday, July 8, 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 Chapter 129 of the City Code by adding a new "Vine Street Transitional" zoning district and amending Article XXXI (Village Overlay Standards) and Section 129-416 (Advisory Design Review Required in the Villages of Mountain Brook).

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 fifteen (15) days prior to July 8, 2013, by posting in four (4) conspicuous places within the City of Mountain Brook, as follows: City Hall—56 Church Street, Gilchrist Drug Company—2805 Cahaba Road, The Invitation Place—3150 Overton Road, and Piggly Wiggly Foodstore No. 4—93 Euclid Avenue, the following notice concerning both proposed actions in words and figures substantially as follows:

"PUBLIC HEARING

Notice is hereby given that at a regular meeting of the City Council of the City of Mountain Brook to be held on Monday, July 8, 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 a proposal that the City Council adopt an ordinance in words and figures substantially as follows:

'ORDINANCE NO.

AN ORDINANCE AMENDING SECTIONS 129-551, 129-552, 129-553 AND 129-416 OF THE CITY CODE ALL INVOLVING THE ADDITION OF THE VINE STREET TRANSITIONAL DISTRICT ZONING CLASSIFICATION TO THE ZONING CODE OF THE CITY OF MOUNTAIN BROOK

WHEREAS, it is the desire of the City Council of the City of Mountain Brook, Alabama, to amend certain sections of the City's zoning code;

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

SECTION 1. Chapter 129 of the City Code is amended to include the following new sections:

"ARTICLE _____ - VINE STREET TRANSITIONAL (VST) DISTRICT

Sec. 129-___ - Purpose and applicability.

The Vine Street Transitional (VST) District is intended to provide compact, appropriate-scaled buildings along the west side of Vine Street in Crestline Village for detached single family, attached single family (townhouse dwelling), professional and business offices and mixed use (residential above office). The district may be applied to sites which can establish an effective transition from the Local Business District in Crestline Village to adjacent residential neighborhoods and the Crestline Elementary School site. The district is intended to provide a high degree of pedestrian connectivity within Crestline Village to increase accessibility and

patronage of businesses, and to enhance the pedestrian character of Crestline Village.

The Vine Street Transitional (VST) District is also intended to emphasize lot frontages, and the orientation, location, and façade design of the buildings, as a key determinant of development that is transitionally compatible with the neighboring Local Business, Residence-A, Residence-C and Recreation Districts, and a key element in shaping the transitional character and streetscape of Vine Street in Crestline Village.

The VST District may be applied to those properties abutting the west side of Vine Street in Crestline Village, as that Village is defined by reference to the Village Boundary Line for Crestline Village in Section 129-557 of the City Code.

Sec. 129-___ - Permitted uses.

The uses permitted in the Vine Street Transitional District shall be as follows:

- (a) Detached single family dwellings;
 - (b) Attached single family dwellings (townhouse dwelling units);
 - (c) Professional offices;
 - (d) Business offices;
 - (e) Mixed use, with residential uses above office uses;
 - (f) The uses in any of the above permitted uses may be condominium units;
 - (g) Accessory structures and accessory buildings customarily incidental to the above permitted uses.
- (a) *Minimum dimensions of parcel.*
- (1) Minimum area of parcel ... 7,500 square feet
 - (2) Minimum width of parcel at all points between the street line and the front setback line ... 50 feet
 - (3) Minimum number of feet of the parcel which must abut a street ... 50 feet
- (b) *Minimum yards and building setbacks.*

The front lot line shall be deemed to be the edge of the adjacent public right-of-way, or the edge of the adjacent sidewalk which is nearest the building, whichever is farther from the centerline of the such right-of-way.

- (1) Minimum front (primary) yard setback... 5 feet
- (2) Minimum front (secondary) yard setback... 8 feet
- (3) Minimum rear yard setback5 feet
- (4) Minimum side yard setback
 - 0 feet if party wall;
 - 5 feet for end units, or a detached single family dwelling.

- (5) An enhanced primary entrance feature may extend up to 5 feet beyond the permitted and constructed front building line of the building provided that:
 - a. It occupies no more than 30% of the front façade (primary or secondary) of the lot;
 - b. It remains unenclosed, with no fixed windows or screens;
 - c. Any roof structure on or associated with the feature is up to one and one-half stories;
 - d. It is designed as an extension of the primary building using the same foundation, building materials, architectural styles and ornamentation as the primary building.

(c) *Building limitations.*

(1) Maximum building area ...

For detached single family dwellings: 60% of the total area of the parcel, reduced by additional Open Space required by Section 129-554 for residential uses.

For attached single family dwellings (townhouse dwellings): 80% of the total area of the parcel, reduced by additional Open Space required by Section 129-554 for residential uses.

For office and mixed use: 80% of the total area of the parcel, reduced by additional Open Space required by Section 129-554 for residential uses.

(2) Maximum building height ... 36 feet

At any and all points, the maximum external building height shall be measured from the existing grade of the sidewalk at the lot frontage, or the proposed grade at the front building line, whichever is lower.

(3) Maximum number of stories ... none

(4) Maximum allowable density ... One dwelling unit per 2,500 square feet of land contained in the parcel

(5) All rooftop equipment shall fall within the permissible roof heights, be located away from slopes or areas exposed to the public street, and otherwise be screened from view from adjacent public streets or be incorporated into the skin of the building or internal to the block.

Sec. 129-___ - Off-Street Parking.

- (1) Location of parking must be in accordance with Section 129-555 of the Village Overlay Standards.
- (2) Minimum off-street parking per dwelling unit: Two spaces.
- (3) Visitor and accessory parking for 2 or more attached single family dwellings; shall be one-half parking space per unit;
- (4) Surface parking, interior parking or parking structures for the dwelling units and for

visitor or accessory parking shall meet the parking design and vehicle access limitations of Section 129-555 of the Village Overlay Standards.

Sec. 129-___. - Additional requirements.

(a) *Compliance with Village Overlay Standards.* All uses allowed in the VST District are excluded from the building type specifications in Section 129-553 of the Village Overlay Standards, but must otherwise conform to the remainder of the Village Overlay Standards in its entirety.

(b) *Exterior lighting.* If artificial illumination is provided for a parking area, it shall be arranged so as to shine and reflect away from any adjacent residential areas and away from any streets adjacent to or near the parcel. No lighting fixtures used for any parking area shall be elevated more than 14 feet above the ground, except for a light which is installed on the ceiling of a porch of a dwelling unit and is designed to illuminate only such porch. Each lighting fixture shall be designed and installed so as to direct its beam of light below the horizontal plane of such lighting fixture.”

(c) *Development plan.* Any rezoning proposal for the Vine Street Transitional (VST) District shall submit a development plan in conformity with section 129-234 of this Code demonstrating compliance with all site and building standards of this district, the applicable overlay standards, and conformance with the village master plan and design guidelines.”

SECTION 2. Section 129-551(b) of the City Code is hereby amended as follows:

“(b) *General Applicability.* The Village Overlay Standards supplement the standards of the current Base Zoning District of each parcel to the extent that the standards herein do not conflict with the standards in the base zoning district. To the extent that the standards set forth in the Base Zoning District conflict or are inconsistent with the standards herein, the standards set forth in this Article shall apply; all uses allowed on lots in the Base Zoning District “Vine Street Transitional (VST) District” shall be exempt from the Building Type Specifications of the Village Overlay Standards. The standards in this section are applicable to the following Base Zoning Districts which exist in the Villages:

- (1) Local Business;
- (2) Professional;
- (3) Mixed Use;
- (4) Vine Street Transitional; and
- (5) Any residential zoning districts that exist in the Village boundaries.”

SECTION 3. Section 129-551(c) of the City Code is hereby amended as follows:

“(c) *Specific Applicability.* The Village Overlay Standards address building types, building heights, building form and orientation (relationship to streets and open spaces), and are specifically applicable to the following areas:

(1) Crestline Village (except for lots zoned Vine Street Transitional (VST) District), as indicated on the attached Building and Development Regulating Plan for Crestline Village;

(2) English Village, as indicated on the attached Building and Development Regulating Plan for English Village;

(3) Mountain Brook Village, as indicated on the attached Building and Development Regulating Plan for Mountain Brook Village;

(4) Overton Village, as indicated on the attached Building and Development Regulating Plan for Overton Village.

The boundaries officially approved for the Village Overlay Standards, as specified above, are adopted herein by reference, and shall become a part of Official Zoning Map of Mountain Brook as defined in Section 129-17 of the Zoning Ordinance.”

SECTION 4. Section 129-551(d) of the City Code is hereby amended as follows:

“(d) *Building and Development Regulating Plans.* The Building and Development Regulating Plans for Crestline Village (except for lots zoned Vine Street Transitional (VST) District), English Village, Mountain Brook Village and Overton Village are attached hereto, included within, and made a part of these Village Overlay Standards, and apply in all areas identified thereupon.”

SECTION 5. Section 129-552 of the City Code is hereby amended as follows:

“(d) *Vine Street Transitional District Uses.* There is no specified building type for uses on lots zoned Vine Street Transitional District in the Village Overlay area; proposed building plans are subject to review by the Planning Commission and Village Design Review Committee for compliance with the VST District regulations, the Village Master Plan, the Design Guidelines and intent and purposes of the base zoning district and this Article.”

SECTION 6. Section 129-553(b) of the City Code is hereby amended as follows:

“(b) *Standards.* Permitted building types shall meet the following building standards, which standards shall control over any conflicting standard of the Base Zoning District (with the exception of any permitted use on lots zoned Vine Street Transitional (VST) District):”

SECTION 7. Section 129-553 of the City Code is hereby amended/corrected as follows:

1. The reference to "Section 19-31-4" (See "Maximum % of Lot Coverage (building footprint)-CD129:89) is hereby changed to "Section 129-554".
2. The reference to "Section 19-31-5(d) (See Site Access – Vehicles-CD129:89) is hereby changed to "Section 129-555(d)".
3. The reference to "Section 19-31-5" (See Legend [1]-CD129:91) is hereby changed to "Section 129-555".
4. The reference to "Section 19-31-4" (See "Maximum % of Lot Coverage (building footprint)-CD129:92) is hereby changed to "Section 129-554".
5. The reference to "Section 19-31-5(d) (See Site Access – Vehicles-CD129:92) is hereby changed to "Section 129-555(d)".
6. The reference to "Section 19-31-5" (See Legend [1]-CD129:94) is hereby changed to "Section 129-555".
7. The reference to "Section 19-31-4" (See "Maximum % of Lot Coverage (building footprint)-CD129:95) is hereby changed to "Section 129-554".
8. The reference to "Section 19-31-5(d) (See Site Access – Vehicles-CD129:95) is hereby changed to "Section 129-555(d)".
9. The reference to "Section 19-31-5" (See Legend [1]-CD129:97) is hereby changed to "Section 129-555".
10. The reference to "Section 19-31-4" (See "Maximum % of Lot Coverage (building footprint)-CD129:98) is hereby changed to "Section 129-554".
11. The reference to "Section 19-31-5(d) (See Site Access – Vehicles-CD129:98) is hereby changed to "Section 129-555(d)".
12. The reference to "Section 19-31-5" (See Legend [1]-CD129:100) is hereby changed to "Section 129-555".

SECTION 8. Section 129-416(a) of the City Code is repealed and replaced with the following:

"Sec. 129-416. Advisory design review required in the Villages of Mountain Brook.

- (a) The Villages of Mountain Brook, for purposes of this section, are composed of those properties located within the "Village Boundary Line" shown on the Village Maps found in Section 129-557 of the City Code. ~~and defined as, the Local Business Districts of the City of Mountain Brook, plus those Mixed Use, Office Park, Professional, and Residential Infill Districts which are contiguous to and/or within one mile of the boundary of such Local Business Districts ("villages)."~~

Section 9. This ordinance is cumulative in nature and is in addition to any power and authority which the City of Mountain Brook may have under any other ordinance or law.

Section 10. If any part, section or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect, notwithstanding such holding.

Section 11. The effective date of this ordinance shall be July 26, 2013.'

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

ADOPTED: This 10th day of June 2013.

Council President

APPROVED: This 10th day of June 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, Alabama, at its meeting held on June 10, 2013, as same appears in the minutes of record of said meeting and published by posting copies thereof on June ____, 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 Food Store 4, 93 Euclid Avenue

City Clerk

RESOLUTION NO. 2013-088

**A RESOLUTION AUTHORIZING THE SALE OR DISPOSAL
OF CERTAIN SURPLUS PROPERTY**

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

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

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

Section 1. It is hereby established and declared that the following property owned by the City of Mountain Brook, Alabama is not needed for public or municipal purposes and is hereby declared surplus property:

Item	Description	Notes
1	(3) 2-drawer metal file cabinets (without tops)–good condition.	
2	One executive chair, 20+ years old–fair condition.	

Section 2. That the City Manager, or his designated representative, is hereby authorized and directed to sell the above property by way of public Internet auction (or to dispose of such property not sold).

ADOPTED: This 10th day of June, 2013.

Council President

APPROVED: This 10th day of June, 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 June 10, 2013, as same appears in the minutes of record of said meeting.

City Clerk



RESOLUTION NO. 2013-089

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the acceptance and execution of a change order with respect to the Alscan, Inc. security and CCTV systems contract (Resolution No. 2013-014 dated January 28, 2013), in the form as attached hereto as Exhibit A, with respect to the operation and control of the Police Department sallyport.

ADOPTED: This 10th day of June, 2013.

Council President

APPROVED: This 10h day of June, 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 June 10, 2013, as same appears in the minutes of record of said meeting.

City Clerk

ALSCAN, INC.

237 OXMOOR CIRCLE
 BIRMINGHAM, ALABAMA 35209
 PHONE 205-945-0003
 FAX 205-945-0390

INVOICE

CUSTOMER NO. 1021491
 CIMOU3
 2

BILL TO:
 CITY OF MOUNTAIN BROOK
 P.O. BOX 130009
 ATTN: STEVE BOONE
 MOUNTAIN BROOK , AL 35213-0009

SHIP TO:
 SALLY PORT CHANGE ORDER

DATE		SHIP VIA		F.O.B.		TERMS	
05/29/2013		Delivered				NET DUE	
PURCHASE ORDER NUMBER			ORDER DATE		SALESPERSON		OUR ORDER NUMBER
			04/15/2013		DT		21195
QTY. REQ.	QUANTITY SHIPPED	B.O.	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	
1			I.LABOR	INSTALLATION LABOR	10165.00	10165.00	
1			FREIGHT	FREIGHT CHARGES			
1			I.MATERIAL	INSTALLATION MATERIALS	8163.00	8163.00	
SALLY PORT CHANGE ORDER							
441190 6720 1117							
					NonTaxable Subtotal	10165.00	
					Taxable Subtotal	8163.00	
					Tax	0.00	
					Total	18328.00	
PAGE: 1		ALSCAN'S CREDIT TERMS ARE NET 10. A FINANCE CHARGE OF 1 1/2% PER MONTH (18% PER YEAR) WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.					

RESOLUTION NO. 2013-090

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of a Brasfield & Gorrie, LLC contract change order with respect to the municipal complex construction project (re: Motion No. 2012-203 adopted on July 13, 2012), in the form as attached hereto as Exhibit A.

ADOPTED: This 10th day of June, 2013.

Council President

APPROVED: This 10h day of June, 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 June 10, 2013, as same appears in the minutes of record of said meeting.

City Clerk

CONTRACT CHANGE ORDER

Change Order No. 18 (B&G #5)

Date June 10, 2013

Project No. 09-040

TO: (Contractor) Brasfield & Gorrie, LLC 3021 7 th Avenue South Birmingham, Al. 35233	PROJECT: City of Mountain Brook Municipal Complex
--	---

TERMS: You are hereby authorized, subject to the provisions of your Contract for this project, to make the following changes thereto in accordance with your proposal(s) dated:

- Executive Summary dated September 12, 2012 attached hereto.

FURNISH the necessary labor, materials, and equipment to: *(Description of work to be done or changes to be made.)*
Incorporate the following:

- Latent Conditions and additional Change Requests (Cost Breakdown attached) \$ 557,343

ORIGINAL CONTRACT SUM	\$ <u>12,175,000.00</u>
NET TOTAL OF EXECUTED CHANGE ORDERS (1-17)	\$ <u>6,251,645.00</u>
PREVIOUS REVISED CONTRACT SUM	\$ <u>18,426,645.00</u>
THIS CHANGE ORDER WILL <input checked="" type="checkbox"/> INCREASE <input type="checkbox"/> DECREASE THE CONTRACT SUM BY	\$ <u>557,343.00</u>
REVISED CONTRACT SUM, INCLUDING THIS CHANGE ORDER	\$ <u>18,983,988.00</u>

EXTENSION OF TIME resulting from this Change Order None *(Insert "None" or No. of days)*

The Owner does hereby certify that this Change Order was executed in accordance with the provisions of Title 39, Code of Alabama, 1975, as amended.

CONSENT OF SURETY

CONTRACTING PARTIES

_____ (Company)	<u>Brasfield & Gorrie, LLC</u> Contractor
By _____ (Attach current Power of Attorney)	By _____ Name & Title _____
RECOMMENDED	
By _____ Architect	<u>City of Mountain Brook Alabama</u> (OWNER)
	By _____ Name & Title _____

Status			
Open	Pending	Accepted	Absorbed by B&G

LATENT CONDITIONS & CHANGE ORDER REQUESTS

Number	Description	Value	Open	Pending	Accepted	Absorbed by B&G	Comments
Items added by City of Mountain Brook							
1	Site pole light tie-in to building	\$ 13,167.00		X			Unable to tie in to Street Power, adding outlets for front trees for tree lights, correcting power to light pole in front of Dr. Alexander's Office.
2	Waterproofing at foundation walls approx. 400lf	\$ 42,701.00		X			Inadequate waterproofing below grade at concrete foundation wall
3	Vertical Below Grade Expansion Joints	\$ 18,300.00		X			Inadequate waterproofing at below grade expansion joint
4	Remaining Latent Condition Allowance in Contract	\$ (44,029.00)		X			Open Balance of \$44,029 of allowance in Contract
5	Conduit from roof to Server room for Antenna	\$ 10,000		X			
6	Screen Wall at Police High Roof	\$ 13,659		X			Pricing Approved
7	Increase height of wood fence, Stained & Capped	\$ 10,450		X			Fence is now 10'6" in lieu of 8' to hide sallyport gate
8	Police Antenna Steel posts and roof work	\$ 2,397		X			For Police antenna on roof
9	Time Capsule & Signage for time capsule	\$ -				X	
10	Electrical work at Apparatus bay for added door controllers	\$ -				X	
11	Card Reader change to inside elevator cabs	\$ 5,352		X			
12	Paint Alscan brackets at exterior of police building	\$ 162		X			Brackets only come in white which would stand out on building façade.
13	Increase height of chain link fence at Equipment Yard to 12'	\$ 16,548		X			Requested by WBA to better hide equipment. Budgeted Allowance in contract is \$150,000
14	Emergency power to Fire Department Admin area	\$ 15,372		X			Requested by Fire Department
15	PR #33 - New Bronze Flagpole & Lights	\$ 10,808		X			
16	PR #34 - Chess Set	\$ 10,762		X			
17	Disconnect for Server Room	\$ 4,457		X			
18	Sallyport Gate and Service Mall Control Wiring (Alscan)	\$ 2013-089 -		X			Cost is \$21,418. Alscan works directly for City, identifying additional costs for information purposes only.
19	Move Tactical Box from Office Park to MBMC	\$ 4,772		X			Craneworks cost to move Tactical Box
20	Fountain work for Future Fountain	\$ 33,621		X			
21	Add Conduit for exterior camera	\$ 649		X			
22	PR #38 - Add Data to to empty box in Chamber of Commerce	\$ 1,067		X			
23	PR #39 - Revised Landscape Planting Plan	\$ 2,572		X			Price includes adding Mary Nelly Holly and Japanese Maple and relocated Japanese Maple. Does not include planters on roof deck, flower pots, planting around 9/11 memorial and planting to screen backflow preventer.
	Subtotal	\$ 172,787					

LATENT CONDITIONS & CHANGE ORDER REQUESTS			Status				Comments
			Open	Pending	Accepted	Absorbed by B&G	
Number	Description	Value					
Items added by Brasfield & Gorrie							
24	Site Demolition	79,481.00		X			Removal of bad fill material and old sidewalk and asphalt, B&G has spent \$158,962.
25	Floor Patch at VCT and Hard tile locations	\$ 3,847.00		X			Floor Leveling of Restrooms in City Hall and B&G grinding of joints.
26	Structural Steel	\$ 42,244.00		X			Brick lintels and Roof Edge Steel on site was not usable, Add cat walk at utility yard for equipment access.
27	Copper Gutter Guards along Tibbett Street	\$ -				X	Actual Cost is \$3,199
28	Import additional topsoil (4" to 12")	\$ 13,308		X			Per NLA additional topsoil was needed due to the inadequate subgrade material
29	Extend Walls to Deck at Mech. Rooms for sound attenuation	\$ 3,799		X			
30	Soffit in Training Room to conceal owner Projector Screen	\$ 1,270		X			
31	Security Loop deleted from Sallyport Fence and gate edge	\$ (2,750)					
32	Labor overtime of B&G and Subcontractors	\$ -				X	Actual Cost is \$197,177
	Subtotal	\$ 141,199					

Items added by Williams & Blackstock and design team							
33	Additional posts & steel on Monumental Stairs	\$ 9,478.00		X			Improve strength of railing by adding posts and internal steel
34	Retaining Wall & drainage at parking deck entrance	\$ 25,500		X			Retaining Wall/Curb/Area Drain added to better control water at parking deck entrance area, over excavate soft material, backfill with stone.
35	Copper Eyebrow to cover plumbing vents in roof	\$ 1,554		X			
36	Larger Finial at Fire Department Tower	\$ 1,670		X			
37	Larger Conductor Heads	\$ 7,941		X			
38	Green Board insulation at Dormers and Roof	\$ 18,687		X			To achieve proper R value, insulation was added at dormer locations, City Hall Roof, and City Hall sloped roof
39	Slate at City Hall Entrance and Copper at Mayor's Deck	\$ 10,130		X			Slate and Copper were used at these two locations in lieu of the specified fiberglass coping.
40	Provide Metal stud furr out at Council Chamber Beams	\$ 4,114		X			
41	Provide level 5 finish in Lobby	\$ 2,441		X			
42	Paint Structavent	\$ 4,126		X			
43	Split systems for Elevator Equipment Rooms	\$ 9,143		X			Specified heat pump units did not allow adequate space in Elevator Equipment Room
44	Change out SK-1 Sinks to be undermount	\$ 3,273		X			Sinks were approved as drop in fixtures
45	Step Down Transformers for allowance fixtures	\$ 2,344		X			Allowance fixtures were approved and purchased with incorrect voltage
46	Change configuration of lights in Council Chamber	\$ 1,216		X			
47	Boiler Inspection - provide shunt trip for boilers	\$ 1,975		X			Boiler inspector required shunt trip for boilers in Police Building mechanical room
48	PR #37 - Add Ceiling tile and turn down sprinkler heads	\$ 7,043		X			

Brasfield & Gorrie, LLC
 Mountain Brook Municipal Complex
 Job Number 13620
 June 4, 2013
 Latent Conditions & Change Orders

LATENT CONDITIONS & CHANGE ORDER REQUESTS			Status				Comments
			Open	Pending	Accepted	Absorbed by B&G	
Number	Description	Value					
49	Add Door at File Room for access of Mechanical Unit	\$ 2,695		X			
50	Roof Drain Modifications at Apparatus Bay Roof	\$ 29,379		X			
51	Add Light at top of police building stairwell	\$ 808		X		Requested by building inspectors	
52	Horizontal Expansion Joint at Tibbett	\$ 16,706		X			
53	Miscellaneous Punch List Changes	\$ 15,168		X		Modifications made to the building during punch list walk throughs (door hdwr, trim at shower, electrical, etc.)	
	Subtotal	\$ 175,391					

Items added by Subcontractors							
54	Pella Door and Hardware Correction	\$ 13,499		X			Scope gap between subcontractor and previous contractor
55	Relocate Heat Pumps due to maintenance concerns	\$ 3,657		X			
56	Frosted Glass at Fire Department and City Hall admin areas	\$ 1,833		X			
57	Install Glass at Doors at A101, A105, A108a, and A108b	\$ 6,566		X			Scope gap between subcontractor and previous contractor
58	Paint and Seal Stair Treads and Landings	\$ 2,659		X			Scope gap between subcontractor and previous contractor
59	Seal Concrete Floors in Building	\$ 3,038		X			Scope gap between subcontractor and previous contractor
60	Seal Parking Garage Floor	\$ 14,774		X			Scope gap between subcontractor and previous contractor
61	Caulk at Jail Cells (pick proof)	\$ 6,058		X			Scope gap between subcontractor and previous contractor
62	Fuel for Fuel Storage Tank	\$ 12,198		X			Scope gap between subcontractor and previous contractor. Not specifically called for in specifications
63	AGD Specialties Subcontract Sales Tax	\$ 3,684		X			AGD Specialties did not include sales tax in their contract with B&G and have requested that money.
	Subtotal	\$ 67,966					

Grand Total of Change Order Requests \$ 557,343
--

OPEN CHANGE ORDER REQUESTS

Number	Description	Value	Status				Comments
			Open	Pending	Accepted	Absorbed by DC&G	
1	Data Installation at Council Desk	\$ 16,964.00	X				Unable to tie in to Street Power, adding outlets for front trees for tree lights, correcting power to light pole in front of Dr. Alexander's Office.
2	Sewer Main Allowance	\$ (10,000.00)	X				Potential Savings from allowance in budget
3	PR #39 (Items C,D,E,and F	\$ 8,000.00	X				Items A and B have been approved in Change Order. Items C, D, E, and F are still open.
4	Modify curb and landscaping at Tibbett and alley	\$ -					Fire Department and Public Works to coordinate with Alabama Power and Nimrod Long for solution

Total of Open Change Order Requests \$ 14,964

RESOLUTION NO. 2013-091

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the execution of a 3-year Auxiliary Audit Agreement between the City and PRA Government Services, LLC d/b/a RDS, in the form as attached hereto as Exhibit A, subject to such minor revisions as may be determined appropriate by the City Attorney.

ADOPTED: This 10th day of June, 2013.

Council President

APPROVED: This 10th day of June, 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 June 10, 2013, as same appears in the minutes of record of said meeting.

City Clerk

Auxiliary Audit Agreement

This agreement made as of the ____ day of _____ 2013, by and between PRA Government Services, LLC d/b/a RDS ("RDS") and City of Mountain Brook, an Alabama CITY ("CITY").

A. General Provisions

1. **Audit Services Performed:** RDS will perform auxiliary audit services for business license fees, sales and use taxes, rental/lease tax, lodging tax and such other taxes as may from time to time be designated by the CITY. Such services shall only be performed when specifically requested or approved in writing by CITY.
2. **Deposit Process:** Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the CITY for each type of tax collected, as shown in more detail on **Exhibit A.**
3. **Information Provided:** CITY represents that it has the right to provide the information provided to RDS necessary to the in the performance of services hereunder, shall be provided free and clear of the claims of third parties. CITY represents that it has the right to provide this information to RDS and that said information shall not be defamatory or otherwise expose RDS to liability to third parties.
4. **Compliance with laws:** Each Party accepts responsibility for its compliance with federal, state, or local laws and regulations.
5. **Review and Appeal Process:** RDS has adopted and will use a review and appeals process which is based on the *Alabama Taxpayers' Bill of Rights Act* and *Uniform Revenue Procedures Act* codified as Title 40, Chapter 2A, Code of Alabama, 1975, as amended.
6. **Audit Services:**
 - i. **RDS Audit Services:** Audit Services include all preparation for the performance of an audit, any research or statistical analysis performed in relation to an audit, in-house audit/collection efforts, examination of the books and records of the taxpayer, an assessment of the amount due (if any), and all services related to closing an audit.
 - ii. **RDS Reciprocal Agreement:** To the fullest extent allowed by law, CITY hereby authorizes RDS to act as a facilitator with the Alabama Department of Revenue and other applicable jurisdictions to share audit findings on its behalf.
 1. **RDS Fee:** RDS will receive an amount based on an hourly rate of seventy dollars (\$70.00) for audit services. There shall be no contingent fees. Each year on the anniversary date of this Agreement the hourly rate will increase by 3%.
 2. If overnight travel or travel more than 25 miles beyond origination point is required, RDS will pay the auditor and bill the CITY for its portion of travel expenses. CITY agrees to pay the amount of these fees when due, regardless of any recovery.
 3. **Billing Increment:** Time will be recorded in 15-minute intervals (.25 hours);
 4. **Shared Audit Fees:** When audits for CITY overlap with audits for other RDS clients or clients of RDS Affiliates, the fees will be shared as follows:
 - a. **Travel Time:** travel time, expenses, and a daily per diem amount for each audit is distributed evenly among the clients reviewed for each audit.
 - b. **Interview Time:** time billed during the initial interview of each audit is distributed evenly amongst the clients reviewed for each audit – during this process the auditor determines which clients will actually be audited for and billed Audit Time as follows;
 - i. **Audit Time:** Time billed during the actual audit stage of each audit is billed according to actual time spent working for each client;
 - i. **No Double Billing:** In no event will the overlapping audits combined require payment for more than 100% for any one RDS representative.

7. Notification, Reporting to CITY:
 - i. RDS will provide CITY with monthly reports including, but not limited to, payment listings showing all taxes received related to net receipts reported, a general ledger distribution that corresponds to CITY'S account numbers and all fees paid to RDS. These reports will be provided by the 10th of the month following the tax month;
 - ii. CITY AGREES TO EXAMINE THIS REPORT IMMEDIATELY. IF NO ERROR IS REPORTED BY THE CITY TO RDS WITHIN 60 DAYS, THE STATEMENT WILL BE DEEMED ACCURATE;
 - iii. All items credited will be subject to receipt of payment; and
 - iv. RDS will attend Council meetings at such times as may be reasonably requested by CITY.
8. Payment: RDS shall submit invoices for all services rendered hereunder. Payment will be made by CITY to RDS within thirty (30/60) days of receipt of an invoice. Any amounts which remain unpaid after thirty days shall accrue interest at the rate of one and one-half percent per month, or the maximum amount permitted by law.
9. Company Audit: Once a year RDS will have an auditor prepare an Independent Service Auditor's Report on Controls Placed in Operation and Tests of Operating Effectiveness. This report is commonly called a SOC 1 report and will be made available upon request.
10. Term of the Agreement: This Agreement shall be for a term of three (3) years following the date of execution or the maximum period allowed by law, whichever is shorter. Either party shall have the right to terminate this Agreement during such term for any reason by in the event of a material breach by the other party. Any such termination may be made only by providing ninety (90/30) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial ninety (90) days notice.
11. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, CITY shall be obligated to pay RDS for services performed through the effective date of termination for which RDS has not been previously paid. In addition, because the services performed by RDS prior to termination or non-renewal of this Agreement may result in the CITY's receipt of revenue after termination which are subject to RDS' fee, the CITY shall remain obligated after termination or non-renewal to provide to RDS such information as is necessary for RDS to calculate compensation due as a result of the receipt of revenue by the CITY. The CITY shall remain obligated to pay RDS' invoices therefore in accordance with the terms of this Agreement.
12. Indemnity: To the fullest extent allowed by law, RDS hereby agrees to indemnify and hold CITY harmless from any claims and against all costs, expenses, damages, claims and liabilities based upon or arising solely out of the performance of duties by it, its agents or assigns pursuant to this Agreement. a breach of this Agreement by RDS. Except as set forth in the preceding sentence, to the full extent allowed by law, CITY hereby agrees to indemnify and hold RDS harmless from any claims and against all costs, expenses, damages, claims and liabilities relating in any way to sales, use and other taxes of CITY, including, but not limited to, determination of taxes due from taxpayers, the collection thereof and any refunding related thereto.
13. Limitation of Liability: To the maximum extent permitted by law, in no event shall RDS, its employees, contractors, directors, affiliates and/ or agents be liable to the City for any special, incidental or consequential damages, such as, but not limited to, delay, lost data, disruption, and loss of anticipated profits or revenue arising from or related to the services, whether liability is asserted in contract or tort, and whether or not RDS has been advised of the possibility of any such loss or damage. In addition, RDS' total liability to the City hereunder, including reasonable attorneys fees and costs, shall in no event exceed an amount equal to the fee paid by the CITY for the affected service to which the claim pertains. The foregoing sets forth the CITY'S exclusive remedy for claims arising from or out of this Agreement. The provisions of this section allocate the risks between RDS and the CITY and RDS' pricing reflects the allocation of risk and limitation of liability specified herein.

14. Equal Opportunity to Draft: The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that party drafted the ambiguous language.
15. Assignment: This Agreement shall be binding upon and inure to the benefit of the Parties, their successors; representatives and assigns. RDS shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CITY, ~~which consent shall not be unreasonably withheld, delayed or conditioned.~~ Notwithstanding the foregoing, RDS may assign this Agreement, in whole or in part, without the consent of CITY to any corporation or entity into which or with which RDS has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of RDS; or any corporation or entity which acquires all or substantially all of the assets of RDS. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.
16. Force Majeure: RDS shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.
17. Subcontractors: RDS shall have the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement. RDS, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. RDS shall be solely responsible for and shall hold CITY harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
18. Intellectual Property Rights: The entire right, title and interest in and to RDS' database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in RDS. The foregoing notwithstanding, in no event shall any CITY-owned data provided to RDS be deemed included within the Work Product.
19. Entire Agreement: This Agreement and the Addendum thereto constitutes the entire agreement between the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written Agreement signed by both Parties hereto.
20. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
21. Effective Date: The effective date for the performance of services under the terms of this agreement shall commence _____ 1, 2013 with collection of _____ taxes to be remitted on or before _____ 20, 2013.

IN WITNESS WHEREOF, the parties hereto as of the date first above written have duly executed this Agreement.

**PRA GOVERNMENT SERVICES, LLC
D/B/A RDS**

City of Mountain Brook

By: _____
Its: COO and SVP, Operations

By: _____
Its: _____

Proposed pricing contained herein valid for 60 days from date of issuance. Issued 4/10/13 (SC)

EXHIBIT A
DISTRIBUTION CONFIRMATION

| ~~June 7, 2013~~ June 6, 2013

Steven Boone
City of Mountain Brook
P.O. Box 130009
Mountain Brook, AL 35213

Dear Mr. Boone:

Funds will be distributed in the following accounts pursuant to this Agreement:

Agency	Routing #	Account #	Distribution %	Tax Type/Rate Code
Mountain Brook	Check	Check	100%	Audit Taxes; all rates

If at any time there are any discrepancies between the schedule set out above and your Municipality's records, please notify us in writing immediately.

IT IS YOUR RESPONSIBILITY TO PROVIDE NOTICE TO US OF ANY CHANGES IN TAX RATES OR IN THE DISTRIBUTION OF FUNDS. NOTICE MUST BE IN WRITING AND SENT, VIA CERTIFIED MAIL, TO:

PRA Government Services, LLC (d/b/a RDS)
2317 Third Avenue North, Suite 200
Birmingham, Alabama 35203
ATT: Kennon Walthall, COO and SVO, Operations

Thank you for your assistance. If you have any questions, or if I may be of assistance, please let me know.

Sincerely Yours,
Connie Taylor
Client Relations Manager
RDS
205-423-4144 direct dial
205-423-4097 direct fax

I have reviewed the above distribution and verify that it is correct.
By:

Name:
Title:

RDS COO and SVP, Operations

ORDINANCE NO. 1891

AN ORDINANCE AMENDING SECTION 50-111 OF THE CITY CODE
REGULATING PARKING AROUND THE MUNICIPAL COMPLEX

BE IT ORDAINED by the City Council of the City of Mountain Brook that Sec. 50-111 of the City Code is hereby amended as follows:

Section 1. Amendatory provision.

“Sec. 50-111. - Employees or others associated with certain businesses parking on certain streets, during certain hours; penalties therefor, etc.

(a) It shall be unlawful for any person who is an employee, agent, representative, independent contractor, individual proprietor, partner or officer of, or associated with, any business (whether such business is operated as an individual proprietorship, an independent contractor, a corporation, a partnership, an association, a firm or any other form or type of business entity or organization) located within Crestline Village or who is an employee of the city (individually, "employee" and collectively, "employees") to park any motor vehicle on Church Street, Oak Street, Hoyt Lane, the portion of Dexter Avenue located between Church Street and Vine Street, or in the public lot dedicated to the use of Emmet O'Neal Library patrons during the following hours: from 8:00 a.m. to 5:00 p.m. on Mondays through Saturdays when the state observes daylight savings time and from 8:00 a.m. to 4:30 p.m. during the remainder of the year, ~~spaces with the exception of the parking spaces located on the easterly side of the portion of Oak Street which is adjacent to the city's fire department building, and the parking spaces located on the southerly side of the portion of Hoyt Lane which is adjacent to said fire department building, which parking may be used by the employees of the city's fire department;~~ provided, however, that the prohibition against employees parking in said areas during said hours shall not apply to employees on any day on which they are not serving in the capacity as an employee or during the hours before their workday begins or after their workday ends.

(b) Signs shall be erected adjacent to, or near, the public parking spaces on Church Street, Oak Street, Hoyt Lane, said portion of Dexter Avenue, and at the entrance to and exit from the Emmet O'Neal Library parking lot giving notice that employees of businesses in Crestline Village may not park a motor vehicle in the public parking spaces on said streets during the times proscribed by this section.

(c) Designated parking on Tibbet Street: a) signs shall be erected adjacent to, or near, the parking spaces on Tibbett Street on the north side of the street on the most westerly portion closest to Oak Street as parking for "Municipal Complex Visitors (first 4 spaces); b) the space closest (fifth space) to the entrance to the Fire Department on the northwestern portion shall be posted for visitors who are having blood pressure checks; c) on the north side of the street east of the Fire Department entrance (4 spaces) shall be posted for "Police Vehicles Only" parking; d) from the Mall entrance to City Hall to most eastern portion of the street just before intersecting with Church Street shall be designated as "Employee Only" parking with the exception of the handicap parking space (which shall be used by the public) and the two "Chamber" spaces adjacent to said handicap space; e) on the south side of the street, in front of the Police Department building (9 spaces), shall be posted for "Police Vehicles Only" parking; f) from the alleyway to where Tibbett intersects with Church Street is private property and is posted as such."

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 10th day of June, 2013.

Council President

APPROVED: The 10th day of June, 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 June 10, 2013, as same appears in the minutes of record of said meeting, and published by posting copies thereof on June ____, 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

Piggly Wiggly Foodstore No. 4, 93 Euclid Ave.
The Invitation Place, 3150 Overton Road

City Clerk

