

**MOUNTAIN BROOK CITY COUNCIL
MEETING AGENDA**

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

MONDAY, OCTOBER 14, 2013, 7:00 P.M.

1. Allen Rice, Executive Director of the Alabama Fire College and Personnel Standards Commission, to make a presentation to Fire Chief Robert Ezekiel and retired Battalion Commander, Harry Mays.
2. Approval of the minutes of the September 23, 2013 regular meeting of the City Council.
3. Consideration: Resolution authorizing the execution (renewal) of a guard service agreement for the City's Public Works facility.
4. Consideration: Resolution authorizing the City Manager to offer continuing medical coverage to eligible employees (namely 20 years of City service at any age or 10 years of City service for ages 60 and over) who elect to retire between November 1, 2013 and May 1, 2014.
5. Consideration: Resolution authorizing an amendment to the Flexible Benefit (Section 125 cafeteria) Plan required as a result of the Patient Protection and Affordable Health Care Act of 2010 with respect to the \$2,500 annual maximum limitation of reimbursements from the Health Flexible Spending Account.
6. Consideration: Resolution setting a public hearing for Tuesday, November 12, 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).
7. Consideration: Resolution authorizing the execution of a change order [No. 19 (B&G #6)] with respect to the municipal complex construction project.
8. Consideration: Resolution setting a public hearing for Tuesday, November 12, 2013 to consider the adoption of an ordinance amending the Cahaba Village Master Development Plan (to provide for additional surface parking).
9. Consideration: Resolution approving the conditional use application submitted by PNC Bank for a service use in a Local Business District (former Leaf & Petal location of Mountain Brook Village).
10. Consideration: Resolution authorizing the execution of an agreement between the City and The Mercer Group, Inc. with respect to an organizational and staffing study for the City's Parks and Recreation Department.
11. Consideration: Resolution accepting the professional services proposal submitted by Nimrod Long & Associates with respect to the Safe Routes to Schools (SRTS) sidewalk construction project and authorize the City Manager to engage Nimrod Long & Associates for said work and to execute such other documents that may be determined necessary with respect to said engagement.
12. Consideration: Resolution awarding the (sole) bid for prepared food deliveries for the City jail inmates.

**MOUNTAIN BROOK CITY COUNCIL
MEETING AGENDA**

MONDAY, OCTOBER 14, 2013, 7:00 P.M.

PAGE TWO

13. Announcement: The next regular meeting of the City Council is Monday, October 28, 2013, at 7 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.
14. Other business.
15. Comments from residents.
16. Adjourn.

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
SEPTEMBER 23, 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 6:15 p.m. on Monday, the 23rd day of September, 2013. The Council President called the meeting to order and the roll was called with the following results:

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

Absent: None

Also present were City Attorney Whit Colvin and City Clerk Steven Boone.

1. AGENDA

1. Cahaba River Park plans – Nimrod Long of Nimrod Long & Associates. (See Resolution No. 2013-138 and Motion No. 2013-144.)
2. Semi-Annual Chamber of Commerce report to the City – Suzan Doidge and Hannon Davidson of the Mountain Brook Chamber of Commerce (Appendix 1).

The Leadership Mountain Brook Class of 2013–2014 introduced themselves to the governing body.

3. Fountain update. After some discussion as to whether or not to proceed with the fountain construction in advance of receiving the \$250,000, it was the consensus of the governing body to not proceed with construction at this time. Other issues of concern were: 1) if the fountain construction is delayed, the job will have to be re-priced which may lead to an increase in the pricing, 2) there will be a loss of several parking spaces on Church Street in front of City Hall during the construction period, and 3) if started immediately, construction is expected to be completed by the first half of December (concerns about disrupting parking and traffic flow during the upcoming holiday season were expressed by many).

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

Steven Boone, City Clerk

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA
SEPTEMBER 23, 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 23rd day of September, 2013. The Council President called the meeting to order and the roll was called with the following results:

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

Absent: None

Also present were City Attorney Whit Colvin 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 Smith announced that the resolution setting a public hearing for October 14, 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) will be continued.

Council President Smith then 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 September 9, 2013 meeting of the City Council.

| | | |
|--------------------------|--|--------------------------|
| 2013-131 | Expression gratitude to James "Dudley" Pewitt for his service on the Finance Committee. | Exhibit 1 |
| 2013-132 | Appoint Bryan Helm to the Finance Committee, to serve without compensation through September 23, 2017 (to fill the seat vacated by James "Dudley" Pewitt). | Exhibit 2, Appendix 1 |
| 2013-133 | Reappoint Gerald A. Garner to the Park and Recreation Board, to serve without compensation through October 1, 2018. | Exhibit 3 |
| 2013-134 | Reappoint James Hard to The Emmet O'Neal Library Board, to serve without compensation through September 30, 2017. | Exhibit 4 |
| 2013-135 | Authorize compensation rates payable to the municipal court judges and prosecutor. | Exhibit 5, Appendix 2 |
| 2013-136 Proclamation | October 7-13, 2013 proclaimed Financial Planning Week. | Exhibit 6 |
| 2013-137 | Declare certain property surplus and authorizing it sale at public Internet auction. | Exhibit 7 |

| | | |
|--------------------|---|---------------------------|
| 2013-138 | Authorize the execution of an agreement between the City and Spectrum Environmental with to assistance with the preparation of the ADEM permit application with respect to the Cahaba River Park construction project. | Exhibit 8, Appendix 3 |
| 2013-139 | Authorize the execution of an agreement between the City and Dunn Construction for their milling and resurfacing of Spring Street from Euclid Avenue north to the end of the utility work (such cost shall be reimbursed by the Birmingham Waters Works Board). | Exhibit 9, Appendix 4 |
| 2013-140 | Authorize the execution of an order agreement for the purchase and installation of a digital document management system (included in the 2014 budget). | Exhibit 10, Appendix 5 |
| 2013-141 | Limit the longevity compensation payable November 2013 [to be reported as an expense in fiscal 2013] and after to \$440,000 in the aggregate (formerly \$420,000 per Resolution No. 08-140 adopted September 22, 2008). | Exhibit 11 |
| 2013-142 | Set a public hearing for October 28, 2013 to consider the adoption of an ordinance rezoning a parcel of land in the City of Mountain Brook, Alabama from Residence-D to Residential Infill District (RID), and the approval of a master development plan. | Exhibit 12 |
| 2013-143 | Grant an across-the-board pay increase of 1% for all classified and unclassified employees effective October 8, 2013. | Exhibit 13 |
| 2013-144 Motion | Amend the professional services agreement between the City and Nimrod Long & Associates (Resolution No. 2012-189) with respect to the Cahaba River Park project design fee increase of \$20,315. | Appendix 6 |

Thereupon, the foregoing minutes, resolutions, proclamation, and motion were introduced by Council President Smith and their immediate adoption was moved by Council member Pritchard. The minutes and resolutions were then considered by the City Council. Council member Vogtle seconded the motion to adopt the foregoing minutes, resolutions, proclamations, and motion. Council member Pritchard then stated for the record that he will abstain from voting with respect to Motion No. 213-144. Then, upon the question being put and the roll called, the vote was recorded as follows:

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

Nays: None

Council President Smith thereupon declared that said minutes, resolutions, proclamation, and motion (nos. 2013-131 through 143) are adopted by a vote of 5—0 and that Motion No. 2013-144 is adopted by a vote of 4—0.

2. MEGAN COTTLE WITH THE BIRMINGHAM BALLET

On behalf of the Birmingham Ballet, Ms. Cottle requests that the City enter into a service agreement with the ballet to provide performances for the City's school students. If approved, the funds will be leverage by the Ballet to receive additional (1:1) State of Alabama Art Council funds.

President Smith stated that the City Council intends to meet in the near future to review all of the service agreements and will be contacting Ms. Cottle regarding such meeting soon.

3. PUBLIC HEARING: CONSIDERATION OF AN ORDINANCE (NO. 1894) ADOPTING THE CITY'S FISCAL 2014 BUDGET (APPENDIX 7)

Council President Smith introduced the ordinance in writing and called on the Council Member Vogtle to briefly discuss the proposed 2014 budget (Appendix 7). Afterward, President Smith 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
 Amy G. Carter
 William S. Pritchard, III
 Jesse S. Vogtle, Jr.

Nays: None

The President of the Council declared the motion carried by a vote of 5-0.

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
 Amy G. Carter
 William S. Pritchard, III
 Jesse S. Vogtle, Jr.

Nays: None

The President of the Council declared that the ordinance (No. 1894) is hereby adopted by a vote of 5-0 and, as evidence thereof, she signed the same.

4. PUBLIC HEARING: CONSIDERATION OF AN ORDINANCE (NO. 1895) INCREASING THE SALARY OF THE CITY MANAGER BY 1% EFFECTIVE OCTOBER 8, 2013. (EXHIBIT 14)

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
 Amy G. Carter
 William S. Pritchard, III
 Jesse S. Vogtle, Jr.

Nays: None

The President of the Council declared the motion carried by a vote of 5–0.

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
 Amy G. Carter
 William S. Pritchard, III
 Jesse S. Vogtle, Jr.

Nays: None

The President of the Council declared that the ordinance (No. 1895) is hereby adopted by a vote of 5–0 and, as evidence thereof, she signed the same.

5. MAYORAL APPOINTMENT (NO. 2013-145) TO THE PLANNING COMMISSION

Mayor Oden announced that he will reappoint Mr. Fred Murray to the City's Planning Commission to serve without compensation through October 1, 2019.

6. 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, October 14, 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.

7. OTHER BUSINESS

Elisabeth Lyman addressed the City Council regarding the planned closure of the Piggly Wiggly grocery store in Crestline Village (Appendices 8–9). Following the presentation, President Smith stated that the sentiments expressed are also shared by the Mayor and members of the City Council and also that neither the landlord nor tenant have requested that the City enter into the discussions in any way. She further stated that it appears unlikely at this juncture that anything can be done to reverse the apparent closure considering the landlord will not respond to anyone regarding the lease negotiations. President Smith then invited comments from the audience.

The following persons expressed either their: 1) support for Piggly Wiggly, 2) feelings about the loss of this icon, 3) displeasure with the landlord, or requested that the City intervene in the negotiations:

Catherine Corey of 4252 Sharpsburg Drive

- Asks that the City Council represent the public's interest
- Not asking for a rent subsidy
- Understands that the breakdown in negotiations involves the amount for renovations

Patrick Davis (Planning Commission member) of 118 Elm Street

- Considers this matter to be not just about finances and convenience but health, safety, and welfare
- The U. S. Department of Housing and Urban Development considers grocery stores to be the most basic of community services

George Spurl of 3 Peachtree Street

- If the Piggly Wiggly is replaced by a pharmacy, his family will not support the store
- Crestline does not need another pharmacy
- Intends not to support any of the landlord's tenants either and encouraged others to do the same

- Members of the City Council have been attempting to meet with both parties since back in the spring

Catherine Corey of 4252 Sharpsburg Drive

- What the community wants is for the City Council to consider a proactive option tonight (not in two weeks) to work with both sides to come up with a resolution that is good for all parties concerned
- Wants some idea as to when the City can act
- What the City has that the community does not is money

Council President Smith

- Stated that the Council will take her request under advisement
- The City Council can call a special meeting later this week if warranted

Council member Pritchard

- There has already been some contact between the parties

Council member Carl

- Asked that the community not take out their anger and frustration on the other businesses in the Country Club Park development
- Those businesses are innocent in this matter and boycotting these establishments is not fair to them

Antoinette Flowers of 131 Cherry Street

- As a real estate agent, is keenly aware that all neighborhoods want a grocery store
- Let's don't let a valuable commodity slip away
- Urged the City Council to look at every legal option available to keep this grocery store

Elisabeth Lyman

- Expressed thanks for the opportunity to speak tonight
- Recently spoke with the tenant's attorney and asked him to contact the landlord's attorney to see if the landlord will be willing to meet with the City and tenant. That call has taken place and she was told that the landlord expressed that they would be agreeable to meet with the tenant and City officials to listen to anything the City has to offer.
- Since there is no way of knowing whether another deal has already been struck, it appears that meeting with the parties is worth a try.

Mayor Oden suggested that the City try to talk to the landlord and call a special meeting later this week, if necessary.

8. 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

RESOLUTION NO. 2013-146

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that either the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to enter into a contract for security guard services at the City's Public Works facility, in the form as attached hereto as Exhibit A subject to such minor changes as may be determined appropriate by the City Attorney.

ADOPTED: This 14th day of October, 2013.

Council President

APPROVED: This 14th day of October, 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 October 14, 2013, as same appears in the minutes of record of said meeting.

City Clerk

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

**AGREEMENT BETWEEN LYNN MARIE GRAY
AND
THE CITY OF MOUNTAIN BROOK, ALABAMA**

WHEREAS, since 1997, the City of Mountain Brook, Alabama has contracted for security services for the City Public Works Property ("Property") in return for compensation and residential accommodations on the Property for said contractor;

NOW, THEREFORE, the parties, the City of Mountain Brook, Alabama ("City") and Lynn Marie Gray ("Guard"), do hereby enter into this Agreement on the following terms and conditions:

1. Residential Accommodations. The City owns and maintains a single family residential dwelling ("House") on site at the City's Public Works Facility, which is located in Jefferson County, Alabama. Guard shall live in the House situated on the City's Public Works Property, as part of the services and consideration provided hereunder. Guard shall not be obligated to pay any rent for the use of the House, but shall keep the House in a neat, clean and orderly manner, maintaining it in good condition, reasonable wear and tear excepted. The City shall maintain the House in good repair, at its expense, except that Guard shall be responsible for the repair of any damage that she, her agents, guests and invitees may cause to the House by willful acts or negligence. The City shall have access to the House at reasonable times to perform inspections, maintenance or repairs. The City shall pay the cost of all utilities, except for long distance telephone charges, which Guard shall pay.

2. Security Services. Guard shall provide security for all City property at the Public Works location and keep records of daily activities. Her duties shall include checking the two gates (the vehicle gate and the personnel gate near the employee parking area) from time to time between the hours of 4:30 p.m. and 6:00 a.m., Monday through Friday, and any time the City's Public Works Department ("Public Works") is not open, to ensure that the gates are secured. The hours of operation of Public Works are from 6:00 a.m. to 4:30 p.m., Monday through Friday, except normal holidays. If Guard sees any vehicles or other suspicious activity at or around the Property at any time, she shall promptly notify the City's Police Department by telephone. The presence of vehicles belonging to the City, the Jefferson County Sheriff's Department, or to citizens utilizing the recreational fields on the Property during the time the fields are open need not be reported.

3. Substitute. If Guard is unable to perform her duties, or must be away from the House during any time when Public Works is not open, Guard shall provide a responsible, adult substitute who shall perform the duties until such time as Guard is able to resume same. The City shall not be obligated to compensate the substitute. If a substitute is needed, Guard must notify the City in writing and obtain prior written consent from either Darren Davis or Ronnie Vaughn.

4. Compensation. The City shall pay Guard the sum of four hundred twenty-one and 38/100 dollars (\$421.38) biweekly, which shall be payable on alternating Fridays. Guard shall begin performing services on October 1, 2013, and the first payment shall be due on October 11, 2013. Each biweekly performance period shall end on the Monday preceding the biweekly Friday payment. Said payment shall not be considered as wages, however, said compensation shall be subject to federal backup withholding unless directed otherwise as indicated by Guard's completion of a Federal W-9 form.

5. Relationship of Parties. City and Guard agree and acknowledge that Guard is an independent contractor and is not an employee of the City. Guard shall be solely responsible for her own taxes, insurance, retirement and benefits, and shall not be entitled to life insurance, health insurance, retirement or any other benefits offered by City to its employees or to which City employees are entitled. No employment relationship whatsoever shall be created or inferred as a result of this Agreement.

6. Duration. The duration of this Agreement shall be for a three (3) year term ending on September 30, 2016. Upon the expiration of the agreement, it shall renew automatically for an additional twelve (12) month period, unless either party notifies the other party thirty (30) days prior thereto that the party has elected not to renew the Agreement. Otherwise, either party may terminate the Agreement, with or without cause, upon ninety (90) days' written notice to the non-terminating party.

7. Assignment. Guard shall not assign her rights hereunder without prior written consent from the City. Guard shall not sublet the premises or permit anyone else to occupy the House without specific written consent from City. In the event that Guard, due to circumstances beyond her control, must assign her obligations hereunder for an extended period of time to a substitute, she must notify the City in writing and obtain prior written consent therefrom. In such an event, unless otherwise agreed, the City shall continue to compensate Guard, and Guard shall be solely responsible for any and all remuneration paid to the substitute(s) for any services performed on her behalf.

8. Notice. Any notices required or permitted under this Agreement shall be in writing. Any such notice shall be deemed effectively given when personally delivered or three (3) days after being mailed by U.S. mail, postage prepaid, and properly addressed to the respective party to whom such notice relates, at the address set forth below or at such different address as shall be specified by notice in the manner herein provided.

City of Mountain Brook
c/o Mr. Sam S. Gaston, City Manager
56 Church Street
Mountain Brook, Alabama 35213

Lynn Marie Gray
3575 East Street
Birmingham, AL 35243

IN WITNESS WHEREOF, the undersigned have set their hands and seals on the dates set forth below.

Dated this ____ day of October, 2013.

ALABAMA

CITY OF MOUNTAIN BROOK,

By: _____

Lawrence T. Oden
Its Mayor

ATTEST:

By: _____

Steven Boone
Its City Clerk

Dated this ____ day of October, 2013.

By: _____

Lynn Marie Gray
Contractor

ATTEST:

By: _____

Witness

Dated this ____ day of October, 2013.

Memorandum

To: Sam Gaston, City Manager
CC: Mayor and members of the City Council
From: Steven Boone 
Date: 10/9/2013
Re: Retirement Window Analysis

Background

In 2002, the City adopted a resolution (No. 02-072) which allows retirees to continue their participation in the City's group medical insurance plan provided they have at least 30 years of service with the City (any age) or at least 15 years of services if age 60 or older. Such participation is limited to the earlier date of the retiree's becoming eligible for Medicare benefits (whether by age or disability) or 13 years. At present, the monthly cost of such retiree coverage is as follows:

| | City | Retiree | Total |
|--------|---------|---------|---------|
| Family | \$1,058 | \$444 | \$1,502 |
| Single | \$684 | \$138 | \$963 |

Generally, annually the City Council considers extending this benefit to other employees with 20 years of service (any age) or 10 years of service if age 60 or older. The last such resolution was adopted February 25, 2013 (2013-037) which opened the retirement window from April 1, 2013 through November 1, 2013. Recently, two employees have expressed interest in retiring provided they can secure access to the City's group medical insurance plan.

The net cost (savings) to the City results from the replacement of the retiring employee ultimately with an entry level employee after considering the various internal promotions. Those retiring are generally receiving the maximum annual longevity compensation whereas their replacements are not eligible for longevity compensation for six (6) years. Longevity compensation starts at 1-1/2% of annual compensation (before applying the annual cap) and increases at the rate of 1/2% annually over the ensuing 20 years before attaining the maximum amount of 8-1/2% of annual compensation (again, before applying the annual cap). Following is an illustration of the annual savings for one police officer with family medical coverage carrying said coverage for the maximum duration of 13 years:

| Year | Net Retiree Medical Premium | Longevity/ Benefit (Savings) [G17: \$57,304(8.5%)(70%)] | Net Salary/Benefit (Savings) Step 10- 1 (7.65%+9.65%) | Annual (Savings) |
|------|-----------------------------|---|---|------------------|
| 1 | \$12,108 | (\$3,400) | (\$24,000) | (\$15,292) |
| 2 | 12,108 | (3,400) | (\$21,700) | (12,992) |
| 3 | 12,108 | (3,400) | (19,400) | (10,692) |
| 4 | 12,108 | (3,400) | (17,000) | (8,292) |
| 5 | 12,108 | (3,400) | (14,400) | (5,692) |
| 6 | 12,108 | (2,825) | (11,800) | (2,517) |

| Year | Net Retiree Medical Premium | Longevity/ Benefit (Savings) [G17: \$57,304(8.5%)(70%)] | Net Salary/Benefit (Savings) Step 10- 1 (7.65%+9.65%) | Annual (Savings) |
|------|-----------------------------------|--|--|---------------------|
| 7 | 12,108 | (2,600) | (9,100) | 408 |
| 8 | 12,108 | (2,400) | (6,200) | 3,508 |
| 9 | 12,108 | (2,200) | (3,200) | 6,708 |
| 10 | 12,108 | (2,000) | (0) | 10,108 |
| 11 | 12,108 | (1,800) | (0) | 10,308 |
| 12 | 12,108 | (1,600) | (0) | 10,508 |
| 13 | 12,108 | (1,400) | (0) | 10,708 |
| | \$157,404 | (\$33,825) | (\$126,800) | (\$3,221) |

Note: The above illustration (a police officer) represents a conservative analysis of the aggregate savings over a 13 year period. The annual savings increases for higher ranking/compensated employees. Additionally, the aggregate savings increases for employees over the age of 52 who elect to retire as their participation in the group medical insurance plan will not last for 13 years.

The above analysis takes into consideration only the annual cost (savings) from the retiring employee and their replacement. Beginning in 2008, the City was required to account for retirees' medical coverage in a manner similar to its accounting for the pension plan (namely a footnote to the annual audited financial statements). The City now "accrues" a portion of the retirees' medical cost over the life of their employment (normal cost) and amortizes the unfunded liability over 30 years. ~~Attached are the Other Post-Employment Benefits (OPEB) balance sheet, income statement, and Note 7 from the 2012 audit report further describing the City's retiree medical insurance program.~~

In spite of the \$2.2 million unfunded liability for retiree medical cost, in my opinion, the City's policy of allowing its retirees to continue their participation in the City's group medical plan is justified for the following reasons:

1. Employee morale by a) increasing promotional opportunities and b) allowing employees emotionally ready for retirement the opportunity to do so
2. Reduces workers' compensation exposure especially in the more labor intensive positions

RESOLUTION NO. 2013-147

BE IT RESOLVED by the City Council of the City of Mountain Brook (“City”), Alabama, that the City Manager is hereby authorized to offer to eligible City employees continuing health insurance benefits under the following conditions:

1. Eligibility - All currently engaged employees of the City including the Library, and Parks & Recreation departments who:
 - (a) have at least twenty (20) years of employment service with the City and are eligible to draw retirement benefits from the Retirement Systems of Alabama (RSA), or
 - (b) have at least 10 years of employment service with the City, are at least age 60, and are eligible to draw retirement benefits from the RSA, and
 - (c) retire from service during the period of November 1, 2013 through May 1, 2014, provided that the eligible employee gives written notice at least 31 days prior to their retirement date.

2. Insurance Coverage - Each eligible employee electing to retire must be enrolled in the City’s group health insurance plan at the time of their retirement effective date and must meet all eligibility requirements established by the State Employees’ Insurance Board (SEIB) for such coverage during retirement. Coverage under the City’s group medical insurance plan will continue for the lesser period of:
 - (a) thirteen (13) years from the retirement date,
 - (b) until the Retiree becomes eligible for Medicare benefits (whether by age or disability),
 - (c) the date that the City no longer offers medical insurance to retirees, or
 - (d) until the retiree is determined to be no longer eligible for coverage under the City’s group medical insurance plan.

The terms of coverage (benefits, cost for coverage, etc.) will be subject to change as the insurance plan changes for active employees under the health plan. Retirees are subject to health appraisals, lifetime aggregate health payment caps/limitations, and all other provisions currently required of all active employees and health plan participants and any that may be imposed in the future for active employees.

3. Premium Cost - The amount of a Retiree’s premium to be paid by the City of Mountain Brook for individual or family coverage (last established by Resolution No. 11-125 dated August 22, 2011) is subject to change at the discretion of the City Council. The retiree’s share of the premium is to be paid to the City in advance on or before the first day of each month. By retiring under the provisions of this resolution, the retiree understands that coverage under the City’s group medical insurance plan is a privilege contingent upon timely payment to the City of the required premium. The City reserves the right to irrevocably cancel any retiree’s medical insurance contract should payment not be received by the City as prescribed above.

4. Employees electing to retire under the provisions of this resolution (or Resolution No. 02-072) must execute the “City of Mountain Brook Medical Insurance Memorandum of Understanding and Participant Acknowledgement” attached hereto as Exhibit A.

ADOPTED: This 14th day of October, 2013.

Council President

APPROVED: This 14th day of October, 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 October 14, 2013, as same appears in the minutes of record of said meeting.

City Clerk

RESOLUTION NO. 2013-148

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Clerk is hereby ratifies the execution by the City Clerk of the Health Care Reform Amendment to the City of Mountain Brook Flexible Benefit Plan, in the form as attached hereto as Exhibit A, with respect to the \$2,500 annual maximum limitation of reimbursements from the Health Flexible Spending Account.

ADOPTED: This 14th day of October, 2013.

Council President

APPROVED: This 14th day of October, 2013.

Oden, 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 October 14, 2013, as same appears in the minutes of record of said meeting.

City Clerk

**HEALTH FLEXIBLE SPENDING ACCOUNT
HEALTH CARE REFORM
AMENDMENT TO THE**

(THE "PLAN")

The following Amendment is made to reflect the provisions of the Patient Protection and Affordable Health Care Act of 2010, the Health Care and Education Reconciliation Act of 2010, and all regulations and agency guidance issued thereunder.

The Plan is hereby amended as follows:

1. Flexible Spending Account Maximum (effective for the first Plan Year beginning after December 31, 2012). Notwithstanding any provision of the Plan to the contrary, the maximum limitation on reimbursements from the Health Flexible Spending Account is reduced to \$2,500 for any Plan Year.

2. The remaining provisions of the Plan shall remain unchanged.

IN WITNESS WHEREOF, an authorized representative of the Plan's sponsor has caused this Amendment to be executed as of the date set forth above.

CITY OF MOUNTAIN BROOK, ALABAMA

By: _____

Date: _____

Its: _____

**SUMMARY OF MATERIAL MODIFICATIONS
RELATING TO HEALTH CARE REFORM MODIFICATIONS
TO THE HEALTH FLEXIBLE SPENDING ACCOUNTS
IN THE**

(THE "PLAN")

You have previously been provided with a copy of the Summary Plan Description for the Plan. This Summary of Material Modifications summarizes certain changes that have been made to the Plan.

The following changes are effective as of the first day of the first Plan Year beginning after December 31, 2012 and are mandated by the provisions of Health Care Reform applicable to the Health Flexible Spending Accounts offered under the Plan.

The maximum limitation on reimbursements from the Health Flexible Spending Account is reduced to \$2,500 for all Plan Years.

Should you have any questions about these changes, please see or call Amy Stephens at 802-3822.

RESOLUTION NO. 2013-149

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, November 11, 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 October 14, 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, and The Invitation Place—3150 Overton Road, 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, October 14, 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-___ - Intent and Purpose.

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.

Sec. 129-___. -- Area and Dimensional Requirements.

(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.*

- (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.

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.

(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.”

Sec. 129-___. - Master Development Plan.

Each application for Vine Street Transitional Zoning shall be accompanied by a Master Development Plan. The Master Development Plan shall contain the following information, in addition to the general requirements for a zoning amendment found in Article XXV of the City’s Zoning Ordinance:

A. Written documentation, including:

- (a) A legal description and confirmation of current zoning of the subject property.
- (b) The names and addresses of the applicant and owner of the property.
 - i. If a corporation, the principal officers and members of the Board of Directors must be provided.
 - ii. If a partnership or limited liability company, general and managing partners must be provided.
- (a) A statement of development objectives to be achieved through the particular approach proposed by the applicant, including a detailed description of the character of the proposed development and its relationship to surrounding areas.
- (b) The substance of covenants, easements, and other restrictions that will be imposed on the use of the subject property, structures, and other improvements.
- (c) A statement describing how the proposed development will meet the objectives of the district and how it will minimize the impact of increased densities, both within the zone and for surrounding properties, and otherwise offset increased density.
- (d) A written description of all efforts made to contact and discuss with neighboring residential property owners the proposed development, along with a general statement of neighborhood concerns and proposed actions to address said concerns.

- B. A site plan, which shall include the following items, either on the site plan or on an accompanying document.
- (a) North arrow, scale, size, boundary lines, and dimensions of the subject property;
 - (b) Means of access to and from the development, including a delineation as to how said access is to be provided (e.g., identification of easements, etc.);
 - (c) The areas to be devoted to each use if multiple uses are proposed;
 - (d) The location, size, and character of any common spaces and improvements identifying the nature and type of material for such improvements, if applicable;
 - (e) Streets, driveways, and sidewalks;
 - (f) A grading plan identifying existing and proposed contours;
 - (g) A general landscape and buffer plan identifying the nature and type of materials proposed to be utilized;
 - (h) An exterior lighting plan;
 - (i) A preliminary drainage plan that indicates the location of proposed detention areas;
 - (j) Location and identification of all utilities, easements, and fire hydrants;
 - (k) General location of structures and the minimum floor area, height, and number of floors to be proposed in each dwelling;
 - (l) A rendering generally describing the conceptual character of the development and of individual structures, including examples of architectural styles and types of building materials to be utilized;
 - (m) Building setbacks from the boundaries of all property lines, proposed lot lines, public and private streets, and other buildings;
 - (n) The number, location, and size of all parking spaces and the locations thereof relative to the streets and driveways that provide access to and from the development; and
 - (o) Description of all paving materials for private improvements.

Sec. 129-___. - Review and approval process.

- a. Application process and preliminary conference.
 - i. Except as provided to the contrary in this ordinance, applications for zoning or rezoning property to the Vine Street Transitional (VST) classification shall follow the application procedures established for all zoning or rezoning applications.
 - ii. At least thirty (30) days prior to the first public meeting at which the proposed rezoning is to be considered, the applicant shall meet with the City's zoning

officer to review the application and Master Development Plan and to discuss any revisions thereto that would, in the view of the zoning officer, bring the plan into conformity with applicable city codes and ordinances, including the zoning ordinance, and which would better meet the objectives of this ordinance.

- iii. Following the aforementioned meeting and any revision to the plan agreed to as a result thereof, the application shall be set for consideration by the Planning Commission at the earliest practicable date, taking into account any notice and hearing requirements that must be met in connection therewith.
- b. *Review by Planning Commission.* The approval process shall comply both with procedures set forth in Article XXV of this chapter for a zoning amendment and any additional procedure required by this Article. After submission of a Master Development Plan by the applicant, the proposed Vine Street Transitional (VST) Zoning proposal shall be placed on an agenda of the Planning Commission for consideration. The Planning Commission shall hold a public hearing on the Vine Street Transitional Application and make a recommendation to the City Council thereupon in accordance with Article XXV, Section 19-25-1, of the Mountain Brook City Code. The Commission may consider all factors allowed by law in making its recommendation and should specifically consider the compatibility of the project with surrounding property, the impact of the project on surrounding uses, the conformity of the project with the objectives of the City's Master Plan, and the purposes of the Vine Street Transitional District.
- c. *Review by and Final Action by the City Council.* Following action on the rezoning application by the Planning Commission, the Commission shall forward its recommendation and any accompanying report on the application to the City Council, along with the proposed Master Development Plan and any related documents. After providing notice of the proposed rezoning and a public hearing thereupon in the manner provided by the City Code and by applicable law, the City Council may approve the rezoning request (with accompanying master plan) as submitted, approve the rezoning request conditionally, amend and approve the rezoning request, or deny the rezoning request. In reviewing and acting on the rezoning request, the City Council may consider any factor permitted by law, and specifically the compatibility of the project with surrounding property, the impact of the project on surrounding uses, the conformity of the project with the City's master plan, and the purposes of the Vine Street Transitional District. In approving any application for Vine Street Transitional Zoning, the City Council may impose such terms, conditions, restrictions, or limitations as it deems reasonable, appropriate, and necessary to meet the objectives of this ordinance or to protect and promote the health, safety, and welfare of the City of Mountain Brook.
- d. *Binding Effect of Approved Master Development Plan.* The Master Development Plan that is required to be submitted with an application for zoning or rezoning shall be deemed an integral and essential element of any zoning or rezoning approved hereunder; and the plan, if and as modified and approved by the City Council, shall be binding on the property and any subsequent development thereof unless and until the property is subsequently rezoned or modified in the manner prescribed by law; provided, however, that in order to accommodate such minor adjustments to the approved Master Development Plan as may be required by engineering or other circumstances unforeseen at the time of its approval by the City Council, the City's zoning officer is authorized to approve alterations to the Master Development Plan which, in his opinion, are incidental or minor in scope, and which maintain the intent and character of the approved Master Development Plan; further provided that, as an overlay district, approval of a Vine Street

Transitional Zoning classification shall not preclude use or development of property that is permitted under its underlying zoning classification.

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 October 21, 2013.'

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

ADOPTED: This 14th day of October, 2013.

Council President

APPROVED: This 14th day of October, 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 October 14, 2013, as same appears in the minutes of record of said meeting and published by posting copies thereof on October ____, 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

City Clerk

RESOLUTION NO. 2013-150

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of [Brasfield & Gorrie] Change Order No. 6, in the form as attached hereto as Exhibit A subject to such changes as may be recommended by the City Attorney, with respect to the municipal complex construction project.

ADOPTED: This 14th day of October, 2013.

Council President

APPROVED: This 14th day of October, 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 October 14, 2013, as same appears in the minutes of record of said meeting.

Steven Boone, City Clerk

CONTRACT CHANGE ORDER

Change Order No. 19 (B&G #6)

Date October 7, 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: 8/6/13

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

- Attached Summary with Cost Breakdown \$ 307,663

| | |
|---|-------------------------|
| ORIGINAL CONTRACT SUM | \$ <u>12,175,000.00</u> |
| NET TOTAL OF EXECUTED CHANGE ORDERS (1-19) | \$ <u>6,853,017.00</u> |
| PREVIOUS REVISED CONTRACT SUM | \$ <u>19,028,017.00</u> |
| THIS CHANGE ORDER WILL <u>X</u> INCREASE <u> </u> DECREASE THE CONTRACT SUM BY | \$ <u>307,663.00</u> |
| REVISED CONTRACT SUM, INCLUDING THIS CHANGE ORDER | \$ <u>19,335,680.00</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

**Federal Insurance Company "AND" Travelers
Casualty and Surety Company of America**

(Company)

By 
Chris Muscolino *(Attach current Power of Attorney)*
Attorney-In-Fact

RECOMMENDED

By _____
Architect

CONTRACTING PARTIES

Brasfield & Gorrie, LLC

Contractor

By 
Name & Title 10/8/13

City of Mountain Brook Alabama

(OWNER)

By _____
Name & Title _____

Brasfield & Gorrie, LLC

Mountain Brook Municipal Complex

Job Number 13620

October 7, 2013

Open Change Orders

OPEN CHANGE ORDER REQUESTS

| Number | Description | Value | Status | | | | Comments |
|--------|--|---------------|--------|---------|----------|------------|---|
| | | | Open | Pending | Accepted | Not Wanted | |
| 1 | Data Installation at Council Desk | \$ 11,204.00 | | X | | | |
| 2 | Sewer Main Allowance | \$ (6,601.00) | | X | | | Final Savings on Sewer Main Allowance |
| 3 | PR #39 (Items C,D,E,and F | \$ - | | | | X | \$8,000 Items C, D, E, and F |
| 4 | Bushes for Retaining Wall at Plg Deck Entry | \$ - | X | | | | Suggest 1500 allowance, not designed - In Nimrod Long's Court |
| 5 | Requested Misc. Electrical Changes | \$ 8,801 | | X | | | |
| 6 | Server AC Unit | \$ 36,655 | | X | | | |
| 7 | Fountain | \$257,759 | | X | | | |
| 8 | Server AC Credit for Superintendent needed less than budgeted | \$ (1,207) | | X | | | Superintendent was on site 8 of the 10 days planned |
| 9 | Structural Correction of roof drains at apparatus bays | \$ 1,052 | | X | | | |
| 10 | Possible savings on Fountain Superintendent if duration shortens | \$ - | X | | | | TBD Once finished, we can review time spent on site. |

Total of Pending Change Order Requests \$ 307,663



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Mary Isbell, Chris Muscolino, Suzi Philpot, Shelby Turnbough and James B. Williford of Birmingham, Alabama

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **28th** day of **January, 2013**.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr.

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY

County of Somerset

ss.

On this **28th** day of **January, 2013** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2014
CERTIFICATION**

Katherine J. Adelaar
Notary Public

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY

(the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **7th** day of **October, 2013**



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 225670

Certificate No. 005582491

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Chris Muscolino, Mary Isbell, Suzi Philpot, Shelby Turnbough, and James B. Williford

of the City of Birmingham, State of Alabama, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 31st day of July, 2013.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 31st day of July, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

RESOLUTION NO. 2013-151

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Clerk is hereby authorized and directed to cause to be published not less than twenty-two days prior to the 12th day of November, 2013, by posting in four conspicuous places within the City of Mountain Brook as follows: City Hall, 56 Church Street, Gilchrist Pharmacy, 2805 Cahaba Road, and The Invitation Place, 3150 Overton Road, a notice in words and figures substantially as follows:

“NOTICE OF 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 Tuesday, November 12, 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 TO AMEND THE CAHABA VILLAGE MASTER DEVELOPMENT PLAN TO CONSTRUCT ADDITIONAL SURFACE PARKING

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

Section 1. Development Standards. The Master Development Plan and the materials submitted by the applicant, as required by Section 129-234 of the Mountain Brook City Code, as approved upon the adoption of Ordinance 1642, and amended by Ordinances 1757 and 1792, are hereby amended to include the changes set forth in the Amended Master Development Plan Application, dated October 3, 2013, which is approved herewith, made a part hereof, and specifically incorporated herein by reference, said Plan and materials constituting regulatory standards for use of the subject property, subject to further modification only as provided for in Article XIV, Chapter 129 of the Mountain Brook City Code.

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

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

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

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

To view the proposed Amendment to the Master Development Plan for Cahaba Village, please go to: www.mntbrook.org

- Departments
- Planning
- Pending/Recent Planning Commission Agendas & Cases
- Planning Commission Agendas and Cases (October 7, 2013)
- Case 1891

For inquiries, please contact Dana Hazen at 802-3821 (hazend@mntbrook.org).

ADOPTED: The 14th day of October, 2013.

Council President

APPROVED: The 14th day of October, 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 on October 14, 2013, as same appears in the minutes of the record of said meeting.

I further certify that the attached notices of said public hearing(s) were published by posting copies thereof on October ____, 2013, at the following public places.

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

City Clerk

2013-152



CITY OF MOUNTAIN BROOK

56 Church Street
P.O. Box 130009
Mountain Brook, Alabama 35213-0009
Telephone: 205.802.3532
Fax: 205.879.6913
www.mtnbrook.org

DATE: October 10, 2013

TO: Mayor, City Council & City Manager

FROM: Dana Hazen, City Planner

RE: Conditional Use – PNC Bank at Leaf & Petal site in Mountain Brook Village -2817 Cahaba Road

The proposed use is a PNC Bank. A new, one-story, 2,800 square-foot building is proposed. Fourteen (14) on-site parking spaces would be required for this square footage; however the Village Overlay Standards allow non-conforming commercial buildings to be replaced with the same on-site parking, as long as the square footage of the new building is the same or less than the previous building. In this case, the new building is smaller than the Leaf & Petal building, and the same number of on-site parking spaces is being provided: three in the rear (private property) and nine along Cahaba Road (the right-of-way line bisects these).

Staff review of the attached site plan indicates conformance with code requirements for the layout and design of the parking spaces and the access (ingress, egress and parking setbacks). Building setbacks, lot coverage and height limit appear to conform as well. The applicant is working with VDR (having been to the meetings of August 21st and September 16th) and is taking a fourth version of the plans to VDR on October 16th (all four versions of the elevations are attached).

A request for approval of a drive-through will be on the November 4, 2013 Planning Commission agenda.

Below is a statement from the applicant:

"In regards to the property at 2817 Cahaba Road, PNC Bank is seeking Council approval for a conditional use (bank) within the Mtn. Brook Village Overlay. Additionally, PNC Bank is seeking approval of a drive-through from the Planning Commission. Site Plan and building renderings & elevations have been submitted to Village Design Review Committee. The process is still ongoing, but favorable feedback has been received. The final form of the building is nearing approval.

Following are details about the bank's proposed operations: At the peak hour there will be 6 employees. PNC does not provide on-site parking for the employees as policy. Employees will be expected to park in the village perimeter parking. The two existing trees along Cahaba are intended to remain. The three trees on the southeast portion of the site cannot be saved due to impact to the root zone during construction. There is a minimum of three car stacking at the drive through, and should be sufficient based on projections of transactions.

*Thank you, Jake P. Bendik, P.E. LEED AP BD+C"
Project Coordinator*

The zoning ordinance requires council approval of service uses as a conditional use, and states that any proposed conditional use will be reviewed as to the following:

- Whether the use would disparately impact public parking in the area;
- Whether vehicular or pedestrian circulation would be impacted by the use;
- Whether the use is compatible with surrounding existing uses;
- Whether the hours of operation or peak traffic times would impact existing uses.

RESOLUTION NO. 2013-152

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby approves the conditional use application submitted for a PNC Bank to be located at 2817 Culver Road, subject to the condition that any establishment of a drive-through be approved by the Planning Commission.

ADOPTED: This 14th day of October, 2013.

Council President

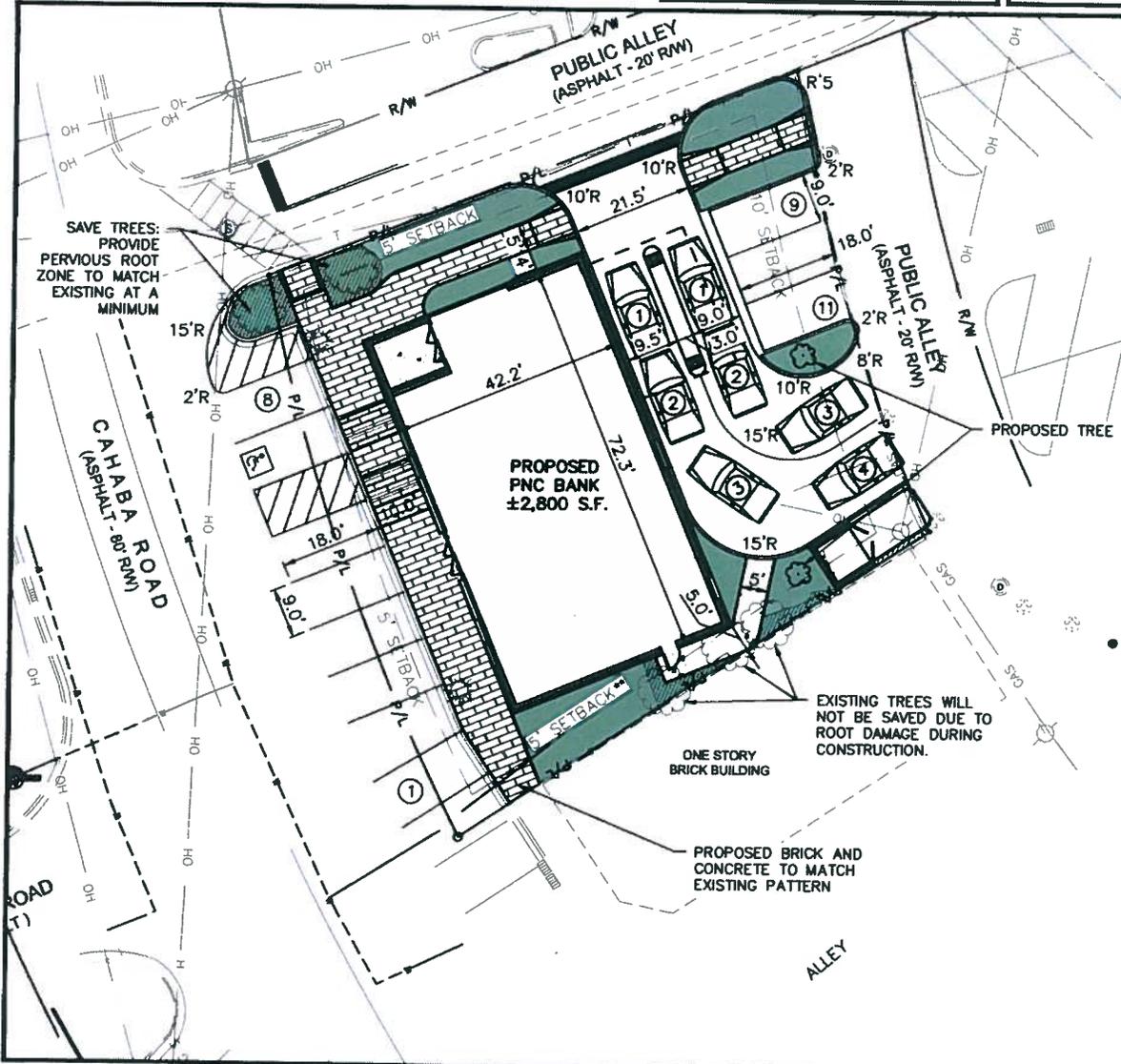
APPROVED: This 14th day of October, 2013.

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 October 14, 2013, as same appears in the minutes of record of said meeting.

City Clerk



LAND USE DATA

| | PERCENTAGE OF SITE AREA | AREA PROVIDED |
|------------|-------------------------|---------------|
| BUILDING | 23.0% | 2800 SF. |
| IMPERVIOUS | 65.6% | 7988 SF. |
| PERVIOUS | 11.4% | 1387 SF. |
| TOTAL | 100% | 12175 SF. |



- EXISTING PERVIOUS
- PROPOSED LANDSCAPE AREA
- PROPOSED CONCRETE WALK
- PROPOSED BRICK AND CONCRETE TO MATCH EXISTING PATTERN

Project Information

Zoning District: LOCAL BUSINESS DISTRICT (VILLAGE OVERLAY)

Building Setbacks: Req'd Provided

| | | |
|------------------|-----|-------|
| Front: CAHABA | 5' | 28.8' |
| Rear: EAST ALLEY | 10' | 52.7' |
| Side: CANTERBURY | 5' | 16.8' |
| Side: SOUTH | 5' | 5.0' |

Parking Setbacks: Req'd Provided

| | | |
|------------------|---|-----|
| Front: CAHABA | - | 0' |
| Rear: EAST ALLEY | - | 0' |
| Side: CANTERBURY | - | 14' |
| Side: SOUTH | - | 0' |

Landscape Setbacks: Req'd Provided

| | | |
|------------------|-----|-----|
| Front: CAHABA | N/A | 0' |
| Rear: EAST ALLEY | N/A | 0' |
| Side: CANTERBURY | N/A | 14' |
| Side: SOUTH | N/A | 0' |

Parking Stalls: Req'd Provided

| | | |
|---------------|----|----|
| Size 9' x 18' | 13 | 11 |
| ADA spaces | 1 | 1 |

Total Spaces: 1/200 2800/200= 14 spaces (SEE NOTE 6 BELOW)

Bike Spaces: N/A

Signage Setbacks: Req'd Provided

| | | |
|------------------|----|---|
| From: Access Dr. | 6' | - |
|------------------|----|---|

Signage Permitted

Type: GROUND WALL
Height: 6', 16"
Area: 15SF, 5% FRONT & 12SF REAR

Drive Thru Stacking: Req'd Provided

| | | |
|--|-----|---|
| | N/A | 4 |
|--|-----|---|

Site Area

Square Footage: 12175
Acres: .28

NOTES

1. SITE SKETCH IS FOR PRELIMINARY SCHEMATIC PURPOSES ONLY.
2. PROPERTY DIMENSIONS, SITE SQUARE FOOTAGE AND EXISTING SURFACE FEATURES ARE APPROXIMATE AND MAY BE SUBJECT TO CHANGE UPON THE ARRIVAL OF A CERTIFIED SURVEY.
3. SETBACK INFORMATION WAS NOT OBTAINED.
4. ALL DIMENSIONS ARE TO FACE-OF-CURB.
5. SITE SKETCH SHOWN IS ALSO SUBJECT TO APPROVAL BY THE CITY OF MOUNTAIN BROOK VILLAGE DESIGN REVIEW.
6. EXISTING BUILDING AREA 3,150 S.F., AND 9 ON STREET SPACES PROVIDED. PROPOSED BUILDING AREA IS 2,800 S.F. THEREFORE NO ADDITIONAL SPACES ARE REQUIRED.

* 5' BUILD TO LINE FROM BACK OF SIDEWALK



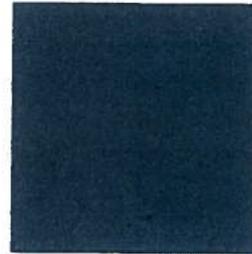
Version #4



MODULAR BRICK



HARDIEPLANK SIDING



PRECAST STONE



ACCENT/TRIM FLASHING



INTENT TO BE 'HOPE'S' STYLE TRADITIONAL WINDOWS W/ CLEAR GLASS



INTENT TO BE TRADITIONAL STYLE STANDING SEAM METAL ROOFING



NORTH ELEVATION 1



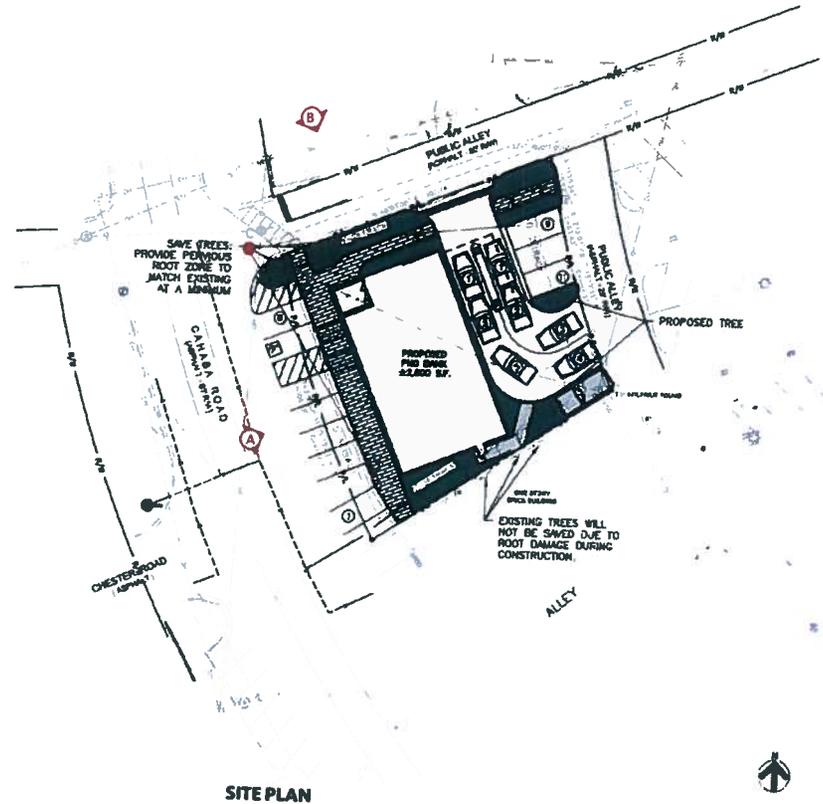
WEST ELEVATION 2



EAST ELEVATION 4



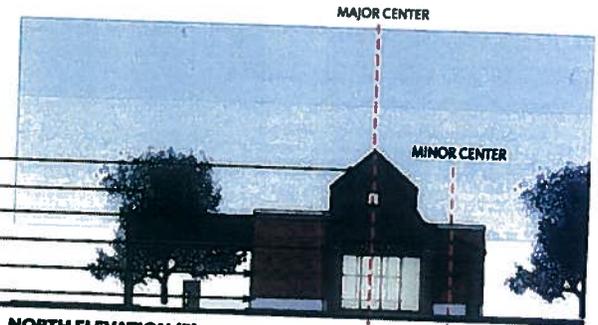
SOUTH ELEVATION 3



Version #3



- ⑥ DORMERS
- ③ BUILDING SIGNAGE ON STOREFRONT METAL PANEL
- ④ FACADE RECESS
- ②



- ⑤
- ⑥ GABLE END WALL
- ③ LIGHT SCONCE
- ①
- ②



NORTH ELEVATION
SCALE 1



WEST ELEVATION
SCALE 2

Version #2



John Morse

Version #1

Gensler

1000 Peachtree Street, NE
Atlanta, GA 30309
404.525.8000

 PNC BANK

EXTERIOR RENDERING

PNC BANK BRANCH BUILDING
MOUNTAIN BROOK, AL

AUGUST 21, 2013

A-1

RESOLUTION NO. 2013-153

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the execution of an agreement between the City and The Mercer Group, Inc., in the form as attached hereto as Exhibit A, for their management and organizational study of the City's Parks and Recreation Department.

ADOPTED: This 14th day of October, 2013.

Council President

APPROVED: This 14th day of October, 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 October 14, 2013, as same appears in the minutes of record of said meeting.

City Clerk



The Mercer Group, Inc.

Consultants to Management

1000 Whitlock Avenue
Suite 320-129
Marietta, Georgia 30064
Phone 770-425-1775
Fax 770-425-8561
www.mercergroupinc.com

September 1, 2013

Mr. Sam Gaston
City Manager
City of Mountain Brook
Via Email

Dear Sam:

As requested, enclosed is **The Mercer Group, Inc.**'s proposal to perform a **Management and Organizational Study of City's Parks and Recreation Department**. As you already have our Clients/Projects List and Resumes from the Public Works Study, I only am sending the text of the Parks and Recreation proposal.

Because I have a hole in my consulting schedule, I'm ready to start the project now, which would carry on the momentum from the Public Works study.

If you have any questions or need additional information, please call me at 770-425-1775 or email me at segan@mercergroupinc.com.

Very truly yours:

Steve Egan

THE MERCER GROUP, INC.
Stephen D. Egan, Jr., Senior Vice-President
Project Manager and Lead Consultant

Copy: Jim Mercer, President and CEO

CITY OF MOUNTAIN BROOK, ALABAMA

MANAGEMENT AND ORGANIZATIONAL STUDY OF THE CITY'S PARKS & RECREATION DEPARTMENT

PROPOSAL

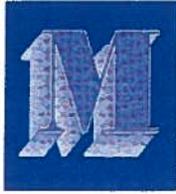
THE MERCER GROUP, INC.

**1000 Whitlock Avenue
Suite 320-129
Marietta, Georgia 30064**

**770-425-1775 Phone
770-425-8561 Fax**

www.mercergroupinc.com

September 1, 2013



The Mercer Group, Inc.

Consultants to Management

*1000 Whitlock Avenue, Suite 320-129
Marietta, Georgia 30064
Phone 770-425-1775
Fax 770-425-8561
www.mercergroupinc.com*

September 1, 2013

**Mr. Sam Gaston
City Manager
City of Mountain Brook
City Hall
3928 Montclair Road
Mountain Brook, Alabama 35213**

VIA EMAIL

Dear Mr. Gaston:

The Mercer Group, Inc. is pleased to present our Proposal to perform a Management and Organizational Study of the City's Parks and Recreation Department.

Our proposal is based on our recent conversations and is structured like the proposal for our recent study of the Public Works Department. The proposal includes the following chapters:

- I. UNDERSTANDING OF THE PROJECT
- II. SUMMARY OF OUR APPROACH
- III. WORK PLAN AND SCHEDULE
- IV. PROJECT MANAGEMENT AND STAFFING
- V. SUMMARY OF QUALIFICATIONS
- VI. COST PROPOSAL

Mr. Sam Gaston
City Manager
City of Mountain Brook, Alabama
September 1, 2013
Page 2

As you read the proposal, you will note that the **Strengths of our Firm** are **People, Project Experience, Consulting Tools and Methods, Commitment to the Public Sector, and Independence.**

Specific reasons for choosing our firm for this study are:

1. **We're Different.** The Mercer Group team combines a depth and breadth of **personal work and consulting experience** in governmental and public works management and operations that even the largest consulting firms cannot match.
2. **What You See Is What You Get.** Jim Mercer and Steve Egan will be your primary consultants, with the support of Jody Stowers, our firm's parks & recreation specialist. **We are here not just to sell the project, but to do it as well!**
3. **Team Experience.** Each of us has over 30 years of public sector experience as government officials and/or consultants to governments.
 - **Jim Mercer**, the Mercer Group's President/CEO and our project director, has consulted with the public sector for over 30 years and has completed over 250 management studies and over 1000 executive recruitment assignments. He started his career as an Assistant City Manager in Raleigh, North Carolina, and has a deep understanding of the workings of local government.
 - **Steve Egan**, our lead consultant, is a former local government budget official, who worked extensively with County departments on a variety of public policy and management issues. He has conducted over 150 public sector consulting projects over the past thirty years, including 75 in public works and utilities. He also served for almost three years as interim public works and utilities director for the City of Highland Park, Michigan.
 - **Jody Stowers**, our firm's parks and recreation specialist, is the former Parks and Recreation Director in Westerville, Ohio, a recipient of the National Recreation and Parks Association's certification, and a recreation specialist in two other cities. Jody will advise our team on management and operational issues. She helped us on a similar study for Wheat Ridge, Colorado.

Mr. Sam Gaston
City Manager
City of Mountain Brook, Alabama
September 1, 2013
Page 3

4. **Consulting Track Record.** A total of over 2,000 projects across all of our consulting specialties in the past thirty years shows we have staying power, the technical skills you need for this project, and the ability to satisfy our clients.
 - **Alabama Clients:** In addition to the 2003-2004 Organization and Staffing study and the 2012 Public Works study for the City of Mountain Brook, we have conducted management, financial, and planning projects for the Alabama GFOA, City of Birmingham, City of Huntsville, Jefferson County, Birmingham-Jefferson County Transit Authority, and the City of Tuskegee, as well as executive recruitment projects for several other communities.
 - **Southeastern Clients:** The Mercer Group and/or its associated consultants have conducted strategic planning, organization and staffing, operations improvement, human resource management, and executive search projects for over 100 local governments in Southeastern states, including Atlanta, Georgia; Athens-Clarke County, Georgia; Charlotte, North Carolina; the Georgia Municipal Association; Greenville, South Carolina; Iberia Parish, Louisiana; Mecklenburg County, North Carolina; New Orleans, Louisiana; the North Carolina League of Municipalities; Palm Beach County, Florida; and Spartanburg, South Carolina;
 - **Parks and Recreation Studies:** We have conducted over 40 parks and recreation studies, including studies where parks and recreation is a department and where parks maintenance is a part of public works. Studies include Bloomfield, New Mexico; Charleston County, South Carolina; Fulton County, Georgia; Milwaukee, Wisconsin (Forestry only); Mountain Brook, Alabama; Needham, Massachusetts (Parks and Forestry only); Port Arthur, Texas; Sparks, Nevada; Waterbury, Connecticut (Parks, Forestry, and Golf only); and Wheat Ridge, Colorado
5. **Resources and Time to Do It.** We have skilled people available and ready to conduct the project. This project will blend in nicely with current consulting assignments.
6. **Commitment to Do It Right.** Our references will attest to our ability to exceed their expectations.
7. **A Bias for ACTION and IMPLEMENTATION, not for a study that gathers dust of a shelf.** Each member of our project team has worked in local government and is committed to making the public sector more efficient and effective.

Mr. Sam Gaston
City Manager
City of Mountain Brook, Alabama
September 1, 2013
Page 4

Finally, we have the tools, commitment, and independence required to provide high-level professional consulting services to the City:

- **Tools:** We have a set of project-tested analytical methods, surveys, questionnaires, interview guides, and other tools to develop recommendations that will provide long-term benefit to the City and the Parks and Recreation Department.
- **Commitment:** Our project team is devoted exclusively to improving the management and services of state and local governments. As former local government officials, we have been studied ourselves and are committed to preparing a report that is fair, practical, and implementable, and that offers tangible benefits to the City.
- **Independence:** Our firm is a professional consulting firm that is not connected to any Alabama agencies, businesses, computer systems or services vendors, suppliers, or contractors. We will provide objective and independent recommendations to the City.

* * * *

Thank you for the opportunity to propose on this important project. If you have any questions or require additional information regarding our proposal, please call Jim Mercer, project director, at (505) 466-9500, or Steve Egan, project manager and lead consultant, at 770-425-1775.

Very truly yours,

The Mercer Group, Inc.

THE MERCER GROUP, INC.
James L. Mercer, President and CEO
Stephen D. Egan, Jr., Senior Vice-President

I. UNDERSTANDING OF THE PROJECT

This chapter of the proposal describes our understanding of the current situation and the project's purpose, objectives, scope, issues, deliverables, and schedule.

A. CURRENT SITUATION

The **City of Mountain Brook** is a primarily residential community and a suburb of Birmingham. Mountain Brook has a population of about 21,000, with relatively slow, controlled growth. The City is noted for the quality of life and the excellence of its school system, parks, and recreation programs. The city was incorporated in 1942 and is governed by a Mayor and five-member City Council, which appoints a City Manager to run daily operations.

The **City's mission** is to be "a professional organization committed to teamwork and excellence which promotes full participation in enhancing the quality of life for residents." **Key values** are Integrity, Safety, Education, Community, Stewardship, and Beauty.

For Fiscal Year 2012, the City employs about 225 people and has an annual all funds budget (including capital projects) of \$30,919,000. The General Fund budget for FY 2012 totals \$30,639,000.

City departments include:

- **Police**: Administration and Dispatch, Patrol, Investigations, and School Resource Officers
- **Fire**: Administration, Training and Safety, Fire Prevention, Emergency Medical Transport, and three Operations shifts
- **Parks**: Administration and three crews for parks, athletic complex, and medians and city properties
- **Finance/Administrative Services**: Clerk, Accounting, Revenue, Information Systems, and Municipal Court
- **Public Works**: Administration, Garage, Heavy Construction, Traffic/Road Right-of-Way, and Urban Forestry
- **Inspections**: Building Inspection and Code Enforcement
- **Planning**: Planning and Zoning Administration

A Library Board governs the Mountain Brook Public Library with day-to-day management by the Library Director who reports to the Board.

B. PROJECT OVERVIEW

Need, Purpose, and Scope of the Project

Similar to many well-run cities, **Mountain Brook's City Council and City Manager are concerned about the level of services provided to its citizens and the resources required to deliver these services.** With the impending retirement of the Parks and Recreation Superintendent, the City believes this is a good time for an independent, objective review of the management, organization, and operations of the Parks and Recreation Department.

The **Parks and Recreation Department** oversees the maintenance of six City parks, athletic fields at various parks and schools, and over ninety parcels of right-of-way property (traffic circles, triangles, and plazas). A new park is being planned for Overton Road along the Cahaba River. The department is directed by the Parks and Recreation Superintendent and has a staff of sixteen and annual 2012 budget of \$1,363,653.

The **Mountain Brook Athletic Association** plans and manages baseball, softball, football, wrestling, volleyball, and tennis programs for youth. The **Birmingham United Soccer Association**, located adjacent to the Public Works Yard, offers recreation and competitive soccer leagues and tournaments from Under 4 to Under 18. The City has a partnership agreement with each of these organizations and with the School Board as many fields are located at schools.

Project Issues

Issues to be studied are a combination of the Fifty Management Issues that Mercer reviews in all of our comprehensive Management and Operations studies, as well as issues of primary concern to the City of Mountain Brook.

City Issues: The City Manager identified the following key issues to be reviewed in the study:

1. Organizational plan include span of control, organizational levels, grouping of functions, reporting relationships, and communications.
2. Staffing levels, particularly related to objective standards of workload and responsibilities assigned.
3. Training and employee development program, specifically to prepare Laborers to advance to Skilled Laborers.
4. Operational policies, procedures, and practices.
5. Performance measures and job costing methods.
6. Use of contracts in delivering City services and contract management capabilities.

Mercer Issues: The following *Fifty Management Issues*, which are at the core of all of our management and operations reviews, will be reviewed and assessed in this study.

Governance

1. Legal structure/form of government
2. Role of governing and advisory boards and committees
3. Staff support to these boards and committees
4. Policy making and decision making processes
5. Identification of and compliance with legal, regulatory, and policy requirements

Service Delivery Structure

6. Organizational location of services and activities both in and outside the city
7. Interdepartmental cooperation among city government departments
8. Intergovernmental cooperation across the region
9. Use of alternative service delivery opportunities, such as inter-local agreements, contracts, and privatization
10. Comparison with industry best practices, benchmark communities, and Mercer's national experience

Planning

11. Strategic planning process compared to the Mercer Model
12. Alignment of vision, mission, strategies, long-term goals, and short-term objectives (as they impact services levels, organization, and staffing)
13. Capital projects planning process, documents, and oversight
14. Financial planning and budgeting processes, documents, and oversight
15. Operational planning processes, documents, and oversight

Management

16. Senior management organization structure
17. Internal workings of the management team
18. Management reporting and communications
19. Documentation of policies and procedures
20. Customer and stakeholder relations and communications
21. Organizational culture and values (as they impact organization and staffing)
22. Management philosophy and labor-management relations (as they impact organization and staffing)

Operations Management

23. Work standards and specifications
24. Work planning and scheduling
25. Unit and crew organization and staffing
26. Job classifications, roles, and duties
27. Adequacy of facilities, equipment, tools, technology, communications, and materials
28. Unit and crew supervision
29. Unit and crew operations, work flow, productivity, and cost-effectiveness
30. Yard, technical support, and administrative support operations
31. Activity and performance reporting and analysis
32. Emergency management plans and processes

Resource Management

33. Human resources management policies, practices, and processes
34. Training and career development program
35. Safety and risk management program
36. Employee and labor relations

37. Financial management and reporting
38. Financial transactions and processes
39. Project and activity cost accounting
40. Rates, fees, charges, and cost recovery practices
41. Internal service fund operations and charges

42. Information systems management and support services
43. Computer and technology applications (hardware and software)
44. Records management, including documents, mapping, and GIS

45. Purchasing and materials management
46. Warehouse and stores operations

47. Facilities management
48. Facility and grounds maintenance operations

49. Fleet and equipment management
50. Equipment specifications, procurement, and replacement

Project Schedule

The **Project Schedule** will require about **four months from project kick-off to delivery of the final report**. The detailed schedule by task, with time frames and milestones, is presented in Chapter III after the Work Plan. The schedule provides time for:

- A Kickoff meeting followed by periodic status meetings and reports.
- City staff to complete questionnaires and surveys.
- On-site interviews, site visits, and observation of work.
- Data collection, research, and benchmarking.
- Analysis of information and data collected during the study, development of preliminary findings and alternatives, and preparation of a draft report
- Review of the draft report by the City Manager and Parks and Recreation Superintendent.
- Preparation of a final report, followed by a final presentation.

Project Deliverables

The consultant will be responsible for the following **Deliverables**:

- **Interim Status Reports:** These reports to the project liaison will be delivered at key project milestones to be defined at the project kickoff meeting. Typically, we prepare these reports monthly during our Fact Finding activities.

We envision these reports to include a description of work performed to date, major management and operational issues and ideas defined by the consultants, a list of any obstacles or project management issues, and a list of planned activities for the next reporting period.

- **Draft and Final Reports:** We will provide electronic copies of the Draft Report to the City Manager and Parks and Recreation Superintendent and an electronic report plus six bound copies of the Final Report. The report will detail our findings, recommendations, and an implementation plan.
 - The Draft Report will be delivered within about 90 days of the project kickoff meeting. We ask that the City Manager and Parks and Recreation Superintendent be prepared to review the draft within two weeks of its delivery.
 - The Final Report will be delivered within ten to fifteen business days of our receipt of the City's response to the Draft Report.
- **Presentation:** We will make a final presentation to the City Council at the conclusion of the project.

II. SUMMARY OF OUR APPROACH

The key elements of our approach are summarized in this chapter of the proposal.

A. EXPERIENCED PROJECT TEAM

We will assign a high-qualified and experienced project team that will include:

- **James L. Mercer**, project director, is our firm's President and CEO and a highly experienced consultant to local governments.
- **Stephen D. Egan, Jr.**, project manager and lead consultant, is a Mercer Senior Vice-President and a highly experienced consultant to local governments.
- **Jody Stowers**, technical advisor for parks management and recreation programming, is the former Parks and Recreation Director for the City of Westerville, Ohio, and a former recreation manager in Kettering, Ohio, and Valparaiso, Illinois.

Each member of our project team has over 30 years of work and consulting experience with state and local governments. A description of the role and qualifications of each member of the team is provided in **Section IV**.

B. PARTICIPATIVE APPROACH

We emphasize a participative approach that involve as wide range of officials, managers, employees, stakeholders, and citizens/customers to gain a **360-degree understanding of the organization**.

Project management activities include regular status meetings and reviews of preliminary deliverables in order to confirm the accuracy of our findings, develop a consensus on recommendations, and foster a commitment to implementation.

We recommend that our clients appoint a **Project Steering Committee** to monitor the progress of our work and review draft deliverables, as well as a **Project Liaison** to provide logistical support. During the project we normally contact or meet with the Project Liaison biweekly and the Steering Committee monthly or at key milestones, such as the end of Fact Finding, ten days after issuance of the Draft Report; and after delivery of the Final Report.

C. STRUCTURED WORK PLAN

The proposed work plan and schedule that follows is based on work plans tested on other projects and tailored to the specific needs of each client. The work plan emphasizes:

- A reasonable project schedule that provides adequate time on site and interaction with client staff, with limited intrusion on operations.
- Application of tested project tools, such as interview guides, questionnaires, operations guidelines, and management principles.
- Effective use of the varied skills of the project team.

Project-Tested Methodss

In the course of over 500 management and operations studies for state and local governments, we have developed a series of project-tested analytical methods and tools, many of which will be applied on this project.

Our analysis will be based on several **models and principles for managing in the public sector**:

- The *Strategic Management Process*, a general model for managing in the public sector.
- The Mercer Group's "*ORGRIGHT*" *Process* for Organizational Transformation and Reengineering.
- The Mercer Group's *Integrated Management System* a process for ensuring that missions and plans achieve quality results.
- A set of thirty *Management Principles* on which we base our recommendations for management and operational improvements.
- A set of over fifty administrative and resource management *Issues for Analysis* that supplement the *Fifty Management Issues* identified earlier in the proposal.

Research and Publications

In addition, the members of our team have written or are writing nationally distributed **books or articles on managing in the public sector**, which represent our philosophies and principles both as consultants and managers:

- **Jim Mercer** has written over fifty articles and six books on managing in the public sector, including books on strategic planning, managing in lean times, and public management systems.
- **Steve Egan** is developing his ideas, articles, and speeches on the Strategic Management Process into articles, training programs, and perhaps a book that pulls together recommended approaches to strategic planning, goal-setting, resource allocation, administrative and operations management, performance reporting, quality assurance, organizational culture, and managing in the public sector.

Data Collection and Analytical Tools

Data collection and analytical tools that will be used on the project include the following:

- **Structured Interview Guides** for elected officials, senior managers, employees, and customers/stakeholders.
- **Employee Questionnaires and Surveys:** In this study, we will ask each employee to complete several questionnaires and surveys to communicate their view and opinions of:
 - Their experience and future goals
 - The vision, values, mission, goals and objectives, and departmental performance
 - Job duties, backlogs, and inappropriately assigned work that should be transferred to or from other units and employees
 - Reporting relationships, and internal and external working relationships
 - Time spent on major tasks
 - The adequacy of resources (facilities, equipment, personnel, finances, materials)
 - Management and operational issues
 - Employee relations and morale issues

The last three items are scored and the results reported by major organizational unit, as well as compared to other Mercer clients and our best practice scores.

The questionnaires and surveys include several important analytical tools:

- **Values Survey**, a tool to document if values have been defined and implemented.
- **GRIPES (or Management Practices) Survey**, a tool to document employee attitudes toward Growth and training, Respect and recognition, Information, Potential tapped, Empowerment, and Support.
- **Resource Management Survey**, a tool to document employee ratings of resources provided and human resource management functions.
- **Management Philosophy Profile** to assess and modify each manager's and supervisor's philosophy towards relationships with subordinates in order to gain greater adherence to organizational values and foster accomplishment of the mission.
- **Job Duty Questionnaire** to document work experience, special skills, reporting relationships, and job assignments.
- **Organizational Climate Survey**: Our proprietary tool to measure the cultural health of an organization based on sixty key indicators, grouped into the following sub-scales:
 - Understanding of city and department goals and strategies
 - Information and communications
 - Management receptivity to change
 - Management and supervisory capabilities
 - Work group problem solving
 - Work group coordination and cooperation
 - Employee involvement
 - Productivity and service quality
 - Quality emphasis
 - Working conditions
 - Compensation and benefits
 - Career opportunities

The survey results would be compiled by the twelve scales and stratified by major organizational sub-units, then compared to survey data from other Mercer Group clients.

III. WORK PLAN AND SCHEDULE

This chapter of the proposal describes each task and deliverable in the work plan, and defines a schedule for timely completion of all deliverables.

A. WORK PLAN

The Work Plan is organized into five tasks and a number of subtasks. A proposed project schedule follows the work plan.

Task 1: Project Initiation and Management. The purpose of Task 1 is to start the project with full agreement on objectives and scope, Work Plan, schedule, and deliverables; collect basic data on the organization; and perform ongoing project administration. Subtasks are:

- **Subtask 1a: Project Startup.** The project team will meet with the Project Steering Committee and Liaison to introduce our staff; confirm project objectives, scope, work plan, schedule, and deliverables; schedule initial factfinding meetings (if not arranged in advance); arrange logistics (e.g. office space, phones); and confirm the content of the Employee Questionnaires and Surveys.
- **Subtask 1b: General Research.** We will collect and analyze previously published materials, such as budgets, financial reports and audits, organization charts, job description, prior studies, policy and procedure manuals, and management reports that relate to the project. Specific information that we will gather at Kickoff includes:
 - Descriptions and diagrams of planning processes
 - Copies of strategic, operational, capital, and functional plans
 - Codes and regulations
 - Budgets and financial reports
 - Departmental organization and staffing plans, job descriptions, pay plan
 - Departmental reports, brochures, statistics, flowcharts, and performance measures
 - Inventory of facilities, equipment, information systems, and other resources
- **Subtask 1c: Questionnaires and Surveys.** As appropriate to the scope of the study, we will tailor, distribute, collect, and analyze the Employee Questionnaires and Surveys, which will be distributed just after the Kickoff Meeting and be the foundation for staff interviews in Task 2.
- **Subtask 1d: Project Management.** The project director and manager will perform ongoing project management tasks such as client status meetings, billings, internal administration, planning, and quality control.

Task 2: Fact Finding. The purpose of this task is to document current practices and resources and to develop data for analysis in Task 3. Subtasks are:

- **Subtask 2a: Assessment Interviews with City Officials and Department Staff.** We will interview the Mayor, members of the City Council, City Manager, and Parks and Recreation Superintendent to identify and understand major policy, regulatory, management, organizational, financial, and resource management issues affecting the project.

The **PRODUCT** of these interviews is initial elements of the *SWOT Assessment* (strengths, weaknesses, opportunities, and threats) and a series of service delivery, management, organization and staffing, and operational issues and challenges to analyze.

- **Subtask 2b: Functional Organizational Analysis.** We will develop a profile of services and service delivery mechanisms, the functional organization plan, and department, division, and unit responsibilities through:

- Interviews with the management team to understand DPW's responsibilities and services; identify interrelationships with other departments, contractors, and local government agencies; and document direct and indirect reporting relationships
- Similar interviews with related departments, contractors, and agencies to confirm interrelationships and identify any overlaps or gaps in services

The **PRODUCT** of this subtask will be a "**Responsibility Map**" that identifies service gaps and overlaps, duplication of effort, functional fragmentation, misplaced functions, communication barriers, and other organizational issues.

- **Subtask 2c: Organization and Staffing Analysis:** We will meet with the department director, supervisors and employees to document and review:

- Organization plan and reporting relationships
- Staffing plan and work assignments
- Work load and activity statistics
- Employee job descriptions

The **PRODUCTS** of this subtask will be two analyses:

- An "**Organizational Analysis**" that identifies needed improvement in the organization plan, reporting relationships, staffing plan, work assignments, and staff scheduling and assignments.
- A "**Management Practices Analysis**" to identify areas of management philosophy, practices, and communications that need improvement

- **Subtask 2d: Operations Review.** We will familiarize ourselves with current operations, resources, and services through:
- Meetings with managers, supervisors, and employees to review current practices
 - Observation of work activities in the office and the field
 - Review of policies, procedures, forms, reports, systems, and workflow
 - Analysis of operational, workload, and financial data
 - Analysis of resources assigned to crews and units
 - Comparison of local practices with our national database and experience developed during other studies

The **PRODUCTS** of this subtask will be a list of operational strengths and weaknesses that need to be resolved or analyzed in more detail in Task 3.

- **Subtask 2e: Resource Management Analysis.** During our management and departmental meetings in Subtasks 2a through 2d, we will collect information and review the performance of department and central resource management services, such as Facilities, Equipment, Finance, Human Resources/Personnel, Information Technology, and Purchasing/Materials Management.

The **PRODUCT** of this subtask will be a list of administrative and financial issues and problem areas that need to be analyzed in more detail in Task 3.

- **Subtask 2f: Benchmarking Analysis.** We will analyze data on the City's services, service levels, and organization and staffing based on our team's experience and in comparison with up to four comparable local governments in Alabama and across the United States. The data will relate to services provided, service delivery structure, organizational and staffing structure, and use of contractors. To facilitate collection of data, we ask that the City Manager or Parks and Recreation Superintendent send a request for information that we will prepare.

The **PRODUCT** of this analysis will be a spreadsheet presentation of key data elements and a narrative discussion of lesson for the City.

- **Subtask 2g: Stakeholder Interviews.** We will meet with each member of the Parks and Recreation Board and representatives of the Mountain Brook School Board, Mountain Brook Athletic Association, and Birmingham United Soccer Association to explore their partnership with the City, cost sharing programs, and the quality of services provided by the Parks and Recreation Department.

The **PRODUCT** of this subtask will be a customer-oriented assessment of the performance of the Parks and Recreation Department in field preparation and maintenance, as well as additional input to the SWOT Assessment.

- **Subtask 2h: Status Reports.** The purpose of this task is to ensure that Mercer and the Steering Committee agree on core facts and issues before we begin Analysis and Draft Report preparation in Task 3. Based on activities to date, we will provide several written status reports and meet with the Project Steering Committee, monthly or at key milestones, to review project activities to date and discuss preliminary findings and issues identified during Tasks 1 and 2.

Task 3: Analysis, Development of Findings and Recommendations, and Draft Report. The purpose of this task is to analyze Task 1 and 2 data, develop findings and preliminary recommendations, and prepare a draft report. During this subtask, our team may revisit the City to follow-up on open items, collect additional data, or seek clarification of information gathered earlier in the project.

- **Subtask 3a: Analysis of Factfinding Information.** We will analyze organizational, operational, technical, and financial data to support preparation of several task reports:
 - **Governance:** Legal, regulatory, and policy requirements affecting P&R.
 - **Organizational Culture:** Employee and stakeholder issues from interviews and questionnaires and the results of Mercer surveys.
 - **Strategic Direction:** Vision, mission, strategies, initiatives, values; goals and objectives; and performance measures.
 - **Functional Organizational Structure:** Service/functional alignment across departments; role of contractors and inter-local agreements; and alternative service delivery approaches.
 - **Organization and Staffing:** Management organization plan; staffing levels, allocations, roles, duties, skills, and experience; and current and projected workload levels.
 - **Operations:** Operational strengths and weaknesses that impact organization and staffing; quality issues relating to work products and services; and implementation of the Mercer Model for Managing the Numbers.
 - **Resource Management:** Adequacy of internal and city support services, training and employee development program, classification of positions.
 - **Benchmarking:** Practices in benchmarked governments that offer lessons for Mountain Brook.
 - **Performance Measures:** Performance measurement and reporting practices.

- **Subtask 3b: Findings and Preliminary Recommendations.** We will compile our findings and develop preliminary recommendations.
- **Subtask 3c: Draft Report.** Our findings and preliminary recommendations will be documented in a written, draft report, which will be sent to the Project Steering Committee for review.

Task 4: Management Review. The purpose of this task is to review the draft report with the Project Steering Committee. We expect that the Committee will complete its review within ten working days of receipt of the draft report.

Key members of the project team then will meet with the Committee to walk through the report to identify areas needing correction, further explanation, expansion, or modification, to discuss alternative recommendations, and to identify implementation issues and timetables.

We also will meet with P&R manager and employees to present highlights of the reporting and to review preliminary recommendations.

Task 5: Final Report. The purpose of this task is to prepare and present our final report.

- **Subtask 5a: Final Report.** We will incorporate all required changes identified in Task 4 and issue the final report to the City. The final report will include an implementation plan.
- **Subtask 5b: Final Presentation.** We will present our final report to the City Council, City Manager, and Parks and Recreation employees.

B. PROJECT SCHEDULE

The proposed project schedule is based on the assumptions that City officials and employees will be reasonably available for interviews and site visits and that the Steering Committee will be able to review and comment on the draft reports within ten (10) days of receipt. The **proposed four-month project schedule** for the project is presented below by task.

| <u>Task and Description</u> | <u>Start</u> | <u>Finish</u> | <u>Milestone</u> |
|---|---------------------|----------------------|-------------------------|
| <u>Project Management</u> | | | |
| 1a. Kickoff | Week 1 | Week 1 | Meeting |
| 1b. Research | Week 1 | Week 4 | |
| 1c. Questionnaires/Surveys | Week 1 | Week 4 | |
| 1d. Administration | Week 1 | Week 17 | |
| <u>Fact Finding</u> | | | |
| 2a. Assessment Interviews | Week 1 | Week 4 | |
| 2b. Functional Analysis | Week 1 | Week 7 | |
| 2c. Organization/Staffing | Week 1 | Week 7 | |
| 2d. Operations Review | Week 1 | Week 7 | |
| 2e. Resources Review | Week 1 | Week 7 | |
| 2f. Benchmarking | Week 1 | Week 7 | |
| 2g. Status Reports | Week 4, 8 | Week 4, 8 | Status report |
| <u>Analysis</u> | | | |
| 3a. Analysis | Week 9 | Week 10 | |
| 3b. Preliminary Findings and Recommendations | Week 11 | Week 11 | |
| 3c. Draft Report | Week 11 | Week 12 | Draft Report |
| <u>Client Review</u> | | | |
| 4a. Client Review | Week 13 | Week 14 | |
| 4b. Draft Review | Week 15 | Week 15 | Meeting |
| <u>Final Report</u> | | | |
| 5a. Final Report | Week 15 | Week 16 | Final Report |
| 5b. Presentation | Week 17+ | Week 17+ | Presentation |

IV. PROJECT MANAGEMENT AND STAFFING

This chapter of the proposal identifies the project team and client responsibilities.

A. PROJECT TEAM

The Mercer Group and our project specialists regularly team on management and organizational consulting projects. We believe that the combination of Mercer's management consulting skills in strategic planning, service delivery alternatives, and management and operations of local government departments and our technical staff's work and consulting experience in engineering, public works management and operations, administrative and financial services, and performance management create a team that "covers all the bases" for a study of this kind.

The project team includes the project director, lead consultant, and technical specialists who are described below. **Note that members of the proposed Mercer team have personally conducted the projects listed in Section V and the Attachments.**

Management Team

Project Director: James L. Mercer CMC, founder and president of the Mercer Group, will direct the project and be responsible for the quality of our services. He also will contribute to the review of strategic, organizational, and management issues.

A former local government official, Mr. Mercer has worked on over 250 state and local government management consulting projects in a thirty year consulting career. Additionally, he has authored over 200 articles and five books, including Public Management Systems, Managing Urban Government Services, and Strategic Planning for the Public Sector.

Project Manager and Lead Consultant: Stephen D. Egan, Jr., a Mercer Group senior vice-president, will serve as our project manager and lead consultant. He is a former Fulton County, Georgia, Budget official whose responsibilities included analysis of department budget requests, internal consulting, and special projects for the County Manager and Board of Commissioners. Steve also served as interim Public Services and Water Director for the City of Highland Park, Michigan, under the direction of a state-appointed Emergency Financial Manager. Responsibilities included parks and grounds maintenance.

In thirty years of consulting with state and local governments, he has performed over 150 management studies, including the 2003-2004 Organization and Staffing study and 2012 Public Works study for the City of Mountain Brook, as well as most of the studies referenced in the cover letter and the Summary of Qualifications chapter of the proposal. He is a specialist in strategic planning; service delivery alternatives/shared services; administrative and financial services; and public works, utilities, recreation, and maintenance operations.

Management, Technical, and Functional Specialists

Parks and Recreation Specialist: Jody Stowers recently retired as Parks and Recreation Director in Westerville, Ohio, after a thirty year career in parks and recreation. Westerville is a steadily-growing community of about 36,000 residents northeast of Columbus. Jody led the department through the National Recreation and Parks Association's accreditation process. Jody also worked as Superintendent of Recreation in Kettering, Ohio, and Recreation Programmer in Valparaiso, Indiana.

At the national level, she served on the NRPA Board of Trustees, as Chair of the Great Lakes Regional Council, as Chair of the NRPA Conference Committee, and as an Accreditation Visitor among other roles. She received the NRPS Young Professional Award and the APRS President's Award. She also served as President of the Ohio Parks and Recreation Association and on its Board of Directors. She received the OPRA's Professional of the Year award.

Jody assisted Steve Egan on our study of the Parks and Recreation Department in Wheat Ridge, Colorado, and consulted on parks and recreation issues in several other parks and recreation studies.

B. CLIENT RESPONSIBILITIES

We request that client officials and staff support the project in the following three primary roles:

- **Project Liaison:** Facilitates the scheduling of interviews and coordinate logistics, as well as assists in the collection of benchmarking information from other communities. We assume the Parks and Recreation Superintendent will serve in this role.
- **Project Steering Committee:** Attends periodic meetings to review the progress of our work and reviews and comments on draft deliverables. We assume the City Manager and Parks and Recreation Superintendent will serve as the Project Steering Committee.
- **Factfinding Assistance:** Generally, City officials and staff need to be available for interviews, site visits, and observation of operations, and be able to provide financial and operational data. Measurable tasks include:
 - **Benchmarking:** Staff will distribute letters prepared by Mercer and collect data from up to four other cities in the benchmarking survey. We expect that this will require no more than 2 hours of staff time.
 - **Questionnaires and Surveys:** Staff will need about one to two hours to complete questionnaires and surveys.

Except as defined above, we do not expect client personnel to have a significant role in conducting and supporting the project.

V. SUMMARY OF QUALIFICATIONS

This chapter of the proposal provides background information on the Mercer Group, provides summary descriptions of recent projects, and lists references.

A. INTRODUCTION TO THE MERCER GROUP, INC.

Key Facts About Our Firm

The Mercer Group, Inc. is a management consulting firm incorporated in the State of Georgia and operating nationwide, with strongly established areas of practice in the Southeast and Midwest, and a growing Far West practice. Our thirty professional consultants work out of a network of eighteen offices across the United States.

Corporate Address: PMB 511
5579-B Chamblee-Dunwoody Road
Atlanta, Georgia 30338

Southeast Regional Offices: Chesapeake, Virginia
Hollywood, Florida
Marietta/Atlanta, Georgia
Raleigh, North Carolina
Sarasota, Florida

Contacts Persons: **James L. Mercer, project director**
President and CEO (Atlanta and Santa Fe Offices)
(505) 466-9500 Office
(505) 466-1274 Fax
jmerc@mercergroupinc.com

Stephen D. Egan, Jr., project manager/lead consultant
Senior Vice-President (Marietta/Atlanta Office)
(770) 425-1775 Office
(770) 335-3245 Cell
(770) 425-8561 Fax
segan@mercergroupinc.com

Brief History of the Firm

James L. Mercer, a long-term public sector management consultant, started his own firm in 1981 and in 1984 merged it with another consulting firm, Wolfe and Associates. In 1986, Mr. Mercer acquired the Human Resources and Organizational Consulting Practice of Wolfe and Associates, using this acquisition as the basis for founding Mercer, Slavin, & Nevins, Inc. (MSN).

In early 1990, he sold his interest in MSN and founded The Mercer Group, Inc. The Marietta, Lansing, Raleigh, Santa Fe, Wiemar, and other area offices were added as our client base, practice areas, and staffing grew.

Business Model

The Mercer Group, Inc. is a **Consortium Model** firm, with a core of key staff members supplemented by associated independent consultants and specialty firms. The consortium members work together regularly and have long personal and professional relationships. This business model allows us to:

- Staff each engagement with precisely the right mix of consulting professionals, who have the specific managerial, functional, and technical skills needed to fully satisfy the project objectives.
- Eliminate pressure to assign salaried staff who may be available, but lack the experience or capabilities necessary to be effective and efficient in serving our clients.
- Offer competitive rates for very senior consultants due to our reduced administrative and overhead costs.

Client Base and Specialties

The Mercer Group, Inc. provides exceptionally high quality consulting services to a **wide range of public sector clients**:

- State government agencies,
- Local governments (counties, cities, towns, and villages),
- Utilities (electric, gas, stormwater, water, and wastewater),
- Transit Authorities, Health Care agencies, and Special Districts,
- School Districts,
- Colleges and Universities, and
- Some private sector clients.

Specialty practice areas of our firm include:

- Strategic planning and policy studies
- Service delivery alternatives, including governmental and functional consolidations and collaboration, contracting and privatization, and managed competition
- Management, organizational, operations, and productivity improvement
- Organization development and training
- Human resource management, compensation and classification studies, and performance management systems
- Financial and budgetary management
- Executive recruitment

Our consultants have conducted successful **planning, management, and organizational consulting assignments for over 500 public sector organizations** and over 1500 executive recruitment assignments.

The Mercer Group, Inc. typically works with strong organizations that recognize the value of outside assistance and are prudent enough to solicit it and apply it. Our clients include some of the most successful public sector organizations in the United States.

Code of Ethics

The Mercer Group subscribes to the Codes of Ethics of the International City/County Management Association (ICMA) and the Institute of Management Consultants. James L. Mercer, President/CEO, and David Vondle, Senior Vice-President, are Certified Management Consultants through the Institute.

EEO Compliance

In its own internal operations and in its consulting practice, The Mercer Group, Inc. is in full compliance with E.E.O.C. regulations. Because executive search is a portion of our consulting practice, we are very much aware of the regulations for equal employment opportunity, and we fully comply with those regulations.

B. REPRESENTATIVE PROJECTS

We approach comprehensive organizational and operations studies in an integrated manner based on our *Fifty Management Issues*, as well as project-specific issues identified by our clients. The **project descriptions that follow document successful projects in Parks and Recreation departments and agencies.**

- **Atlanta, Georgia:** Steve Egan conducted a cost of service and user fee study that including Parks and Recreation Services. He conducted similar studies in Chattanooga, Tennessee; Fulton County, Georgia; Gainesville, Georgia; and eight other communities.
- **Bloomfield, New Mexico:** Steve Egan conducted a management and organizational review of the Parks, Planning, Public Works, and Utilities departments of this 7,500-population community in the Four Corners area. The study focused on the readiness of planning, organization and staffing, operations management, and resource management functions to deal with expected growth in population and service area.
- **Brookfield, Wisconsin:** Steve Egan conducted a multi-department Management and Organizational study that included Parks and Recreation.
- **Charlotte, North Carolina, Housing Authority:** Jim Mercer and Steve Egan's study of the Resident Services Division included recreational facilities and services.
- **Cobb County, Georgia, and its Six Cities:** Jim Mercer and Steve Egan conducted an assessment of fragmentation, double taxation, and tax equity in support of a Service Delivery Plan to be prepared by participating governments. Parks and Recreation was a service studied during the project.
- **Fulton County, Georgia:** Steve Egan conducted a Management and Organizational study of the County's parks and recreation program. Issues included the parks planning process, recreational program needs and management, facilities and grounds maintenance, and technology applications.
- **Highland Park, Michigan:** Steve Egan served as interim public services and water director for this fiscally distressed city of 16,000-population inset in the northern part of Detroit. Responsibilities included water supply, production, and distribution; facilities and grounds; parks and recreation; engineering and codes; and storm and sanitary sewers. Major issues faced were severe budgetary limitations, aging and declining infrastructure, and a severely reduced workforce as a result of the city's fiscal crisis.
- **Hoyt Lakes, Minnesota:** Steve Egan conducted a citywide Organization and Staffing Analysis for this small city in northern Minnesota. The study included resources assigned to parks and recreation services.

- **Milwaukee, Wisconsin, Department of Public Works:** The Forestry Division study was initiated in response to the Mayor's plan to restrict resources to this operation while requiring Forestry to continue to maintain the City's exemplary streetscape of trees, boulevards, and pocket parks. The study recommended increased cross-utilization of arborists and gardeners (a major cultural change that was highlighted in the Mayor's book, *The Wealth of Cities*), continued operation of the city's nursery and greenhouse, and a range of operational improvements.
- **Mountain Brook, Alabama:** A citywide management and organizational study included a review of the Parks & Recreation Department. Issues included opportunities to collaborate with adjoining communities, the need to expand information on work effort and staff utilization, and resources required to develop the landfill property for recreation.
- **Needham, Massachusetts:** Jim Mercer and Steve Egan conducted a Management and Operations study of the Town's Department of Public Works, which includes services in Parks and Forestry. Major recommendations included a reorganization plan, improved operations management practices, facilities and equipment needs, and planning processes.
- **Niles, Illinois:** Jim Mercer and Steve Egan conducted a Management Study of the Public Works Department, which included parks maintenance.
- **Sparks, Nevada:** Jim Mercer and staff conducted a Management and Operations, Organizational Climate, and Human Resources analysis of most city departments, including Public Works, Parks and Recreation, Police, and Fire.
- **Sun Prairie, Wisconsin:** Steve Egan conducted a Management and Operations Review of the Public Works and Parks Department.
- **Waterbury, Connecticut:** The Public Works Department study included a review of Parks, Recreation, and Golf programs. Issues included staffing levels, operations management practices, activity and performance measurement, the financial viability of the golf courses, condition of facilities, and the variety of recreation offerings.
- **Waukesha, Wisconsin:** As part of a citywide Organizational Analysis, Steve Egan reviewed parks and recreation services.
- **Wheat Ridge, Colorado:** Tom Dority, Steve Egan, and Jody Stowers conducted a management and operations study of the City's Parks & Recreation Department. Major issues were collaboration with public and private organizations; future expansion of the recreation center; management organization plan; staffing levels; operations management; facilities maintenance; and information technology.
- **Winona County, Minnesota:** Steve Egan's countywide Management Audit included parks and recreation services.

C. REFERENCES

References are provided for the following recently completed projects. References for other projects can be provided upon request.

Fulton County, Georgia (P&R and Other Studies)

ROBERT J. REGUS, former County Manager
City Manager, Alpharetta, Georgia
678-297-6010
bregus@alpharetta.ga.us

Needham, Massachusetts (Public Works Study)

RICK MERSON, Director of Public Works
781-455-7537
rmerson@needhamma.gov

Waterbury, Connecticut (Public Works Study)

JOHN LAWLOR, former Director of Public Works
Public Works Director, Town of Bloomfield, Connecticut
860-243-1487
jlawlor@bloomfieldct.org

VI. COST PROPOSAL

Based on our understanding of the project's objectives, scope, issues list, work plan, and deliverables defined earlier in the proposal, **our total fees and expenses for the Management and Organizational Study of the Parks and Recreation Department will be \$17,900.**

Fees are based on an estimate of 128 hours of work at an average rate of \$125 per hour. Expenses of \$1,900, which cover travel, report production, survey licensing and processing, administrative support, and the like, are included in the above not-to-exceed cost proposal.

This **quotation is firm for a period of 90 days** from the date of this proposal and is based on the budgeted hours for the proposed project team at each member's hourly billing rate, plus expenses (travel, hotel, meals, administrative support, etc.).

The budget is developed based on the following **hourly billing rates** for our professional staff. Any supplemental work by the project team would be billed at these hourly rates.

| | |
|------------------|-------|
| Project Director | \$145 |
| Project Manager | \$135 |
| Lead Consultant | \$125 |
| Consultants | \$100 |

We propose to submit bills as follows:

- **Project Initiation:** 10% of the total cost at project initiation.
- **Progress Bills:** Milestone or Monthly progress bills based on actual fees and expenses for a total of an additional 75% of the total project cost.
- **Final Bill:** A final bill for the remaining 15% of the project budget upon delivery of the final report.

Based on our prior study, we expect that we have adequate **insurance coverage** in place to meet City requirements.

**ADDENDUM TO AGREEMENT BETWEEN
THE CITY OF MOUNTAIN BROOK AND
THE MERCER GROUP, INC.
DATED OCTOBER 14, 2013**

THIS ADDENDUM (“the/this Addendum”) to the principal agreement between the **City of Mountain Brook, Alabama** (“the City”) and **The Mercer Group, Inc.** (“the Contractor”) dated October 14, 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 14th day of October, 2013.

The Mercer Group, Inc.

City of Mountain Brook, Alabama

By : _____

By : _____

Its : _____

Its : _____

RESOLUTION NO. 2013-154

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 Nimrod Long & Associates, in the form as attached hereto as Exhibit A, with respect to the Safe Routes to Schools (SRTS) sidewalk construction project; and

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Manager is hereby authorized and directed to engage Nimrod Long & Associates for and on behalf of the City of Mountain Brook, Alabama for said work and to execute such other documents that may be determined necessary with respect to said engagement all subject to review by the City Attorney.

ADOPTED: This 14th day of October, 2013.

Council President

APPROVED: This 14th day of October, 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 October 14, 2013, as same appears in the minutes of record of said meeting.

City Clerk

Nimrod Long
And Associates



Land Planners
Landscape Architects
Urban Designers

September 30, 2013

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

RE: **Project No. SRTS-SR09(903) & (904)**
Safe Routes to School, Construction
City of Mountain Brook, Jefferson County

Dear Sam:

We propose to assist the City of Mountain Brook on the Construction Observation of the Safe Routes to School construction contract. NLA will work as we have on the other sidewalk projects on an hourly basis. We propose \$9,750.00 be the limit of our fees, and will let you know as the project progresses if that amount appears to be insufficient.

Thank you again for the opportunity to serve the City of Mountain Brook.

Sincerely,

Nimrod W.E. Long, III
FASLA, LEED AP

cc: File
08-147\Corr\Construction\9-30-13 Letter to Sam - Additional Service.doc

EXHIBIT A



*Mountain Brook
Police
Department*

8 Office Park Circle, Suite 100
Mountain Brook, Alabama 35213
Phone: 205.802.3852
Fax: 205.802-2415

MEMORANDUM

To: Sam Gaston

October 10, 2013

From: Chief Ted Cook

Subject: Jail Food Bid

I am recommending accepting the bid from Western Supermarket for our Jail Food bid. After two requests for bid submissions, the Western is the only vendor to supply a bid. It totals to \$8.50 per inmate per day. This is significantly lower than what we were paying on the previous bid.

RESOLUTION NO. 2013-155

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the [sole] bid for the purchase and delivery of prepared inmate meals is hereby awarded to Western Supermarkets, Inc.

ADOPTED: This 13th day of October, 2013.

Council President

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

City Clerk

CITY OF MOUNTAIN BROOK
56 Church Street
MOUNTAIN BROOK, ALABAMA 35213
OFFICE OF PURCHASING AGENT (CITY MANAGER)

BID COVER SHEET

Bid Request Posted this Date: September 26, 2013
Bids to be Opened this Date and Time: October 8, 2013 10 a.m.

To Whom It May Concern:

Bids shall be sealed and delivered to the Office of the Purchasing Agent in the City Hall, City of Mountain Brook, Alabama, prior to the above specified date and time. Bids shall be publicly opened at the date and time specified above or as soon as practicable thereafter.

To be considered by the City, a bid must comply with Alabama law, including, but not limited to, Ala. Code (1975) §§41-16-50 *et seq.* and 31-13-1 *et seq.*, and provide documentation of enrollment in the E-Verify program pursuant to Ala. Code §31-13-9.

All bidders must use the bid form provided by the City for the project. This Bid Cover Sheet should be completed and submitted with the bid. Bids completed in pencil will not be accepted. Bids should be clearly marked "SEALED BID" and indicate on the outside of the envelope the project for which the bid is submitted and the date of bid opening.

The City reserves the right to require a bid bond, in which case specific information shall be provided with the request for bids.

The City reserves the right to utilize life cycle cost analysis in determining the lowest responsible bidder, in which case specific information shall be provided with the request for bids.

The City reserves the right to accept or reject any or all bids and to waive formalities.



Sam S. Gaston, City Manager and Purchasing Agent

Purchase of Food for inmates in Mountain Brook Police Department Jail
BIDDER Western Supermarket - Brett Hubbard TELEPHONE 205-873-1972
ADDRESS 2717 Culver Road EMAIL bhubbard@westernsupermarket.com
CITY Mountain Brook STATE AL ZIP 35223
BID AMOUNT (AS PER SPECIFICATIONS) \$ See Next page

Note: MUNICIPALITIES ARE EXEMPT FROM STATE SALES TAX

This bid must be signed below by bidder's principal/officer/agent and notarized:

| | |
|--|---|
| Auth. Signature: <u>Brett Hubbard</u> | Sworn to and subscribed before me on this |
| Name: <u>Brett Hubbard</u> | <u>30th</u> day of <u>September</u> 2013 |
| Title: <u>Director of Deli, Bakery, + Floral</u> | <u>Yisue K. Wise</u> |
| | Notary Public |
| | My Commission Expires: <u>6-27-14</u> |



Mountain Brook Police Department
Chief Ted Cook
101 Tibbett Street
Mountain Brook, Alabama 35213
Phone: 205.802.3852
Fax: 205.802.2415

Bid to Provide Meals to Jail Inmates

The Mountain Brook Police Department provides three meals a day to persons incarcerated in the jail facility. It is the goal of the Mountain Brook Police Department to provide jail inmates with food that meets or exceeds the daily nutritional needs recommended for adults. The following are the specifications for the three meals served to each person in the jail.

Cost per meal per inmate:

Breakfast 7:30 AM \$ 3⁰⁰

- 1 Biscuit
- 1 Serving of Eggs
- 1 Serving of Grits

Lunch 11:30 AM \$ 2⁰⁰

- 1 Serving of bread (cornbread or roll)
- 2 Vegetables

Dinner 5:30 PM \$ 3⁵⁰

- 1 Serving of Meat
- 2 Vegetables
- 1 Serving of bread (cornbread or roll)

It is understood that there are certain days throughout the year that meals are not prepared at your business. This could be due to holidays or unforeseen circumstances. The Mountain Brook Police Department will keep frozen dinners on hand to feed jail inmates

on such dates. As part of the bid, we ask that you be willing to provide and order frozen dinners when requested by the police department. In addition, we ask that you specify any dates that you know food will not be prepared.

The Mountain Brook Police Department will also periodically order other food and beverage items for inmates.

Due to the fact that the jail population can fluctuate hourly, the meals will be ordered 30 minutes prior to each meal time based on how many meals are needed for the inmates incarcerated at that time. A designated police officer will place the order by telephone. It is preferable that the meals be delivered to the police department. The police department will be given a receipt upon the delivery of food for each meal. The receipt will reflect the number of meals delivered for that particular meal. In addition, the police department will be provided a monthly bill for food provided for that particular month

The bids will be submitted to quote the cost as follows :

Cost per meal per inmate

Example : Breakfast \$xxx per inmate

Lunch \$xxx per inmate

Dinner \$xxx per inmate

The bid will cover the fiscal year Oct. 1, 2013 until Sept. 30, 2014

Any questions should be directed to

Lt. J. Williams

802-3862

